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THE RECORDS OF  
FREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA.

CERTIFICATE OF FIRST AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR MARBRISA VILLAS

The undersigned, being the President and Secretary of MARBRISA VILLAS OWNERS ASSOCIATION, INC., a Florida non-profit corporation, hereby certify that at a meeting of all of the owners of dwelling units within the development, duly held on the 21st day of March, 1995, in accordance with the requirements of Florida law and of the Bylaws of the Association, recorded in Official Record Book 0790, Page 1451 of the Public Records of Indian River County, Florida, after the adoption of a resolution proposing said amendment by the Board of Directors, the owners in the aforementioned development affirmatively voted to amend the Declaration of Covenants and Restrictions, recorded in Official Record Book 0790, Page 1428, of the Public Records of Indian River County, Florida, as hereinafter set forth.

I. Subsection 2.7 shall be added to Article II of the Declaration of Covenants and Restrictions to read as follows:

Subsection 2.7 - No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any Lot, or within a dwelling Unit; provided, however, domesticated cats, birds, fish and/or one (1) domesticated dog may be kept provided such pets are not kept, bred or maintained for any commercial purposes. When outside, all pets shall be kept on leash or under the Owner's restraint and maintained in such a manner that they do not constitute an annoyance or nuisance to residents of the Community. The Board of Directors of the Association may order the removal from the Community of any unauthorized animals and any pets authorized herein which constitute an annoyance or nuisance or which are not kept under restraint and shall have the right to adopt and to enforce reasonable rules and regulations regarding such pets.

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II. Subsection 2.8 shall be added to Article II of the Declaration of Covenants and Restrictions to read as follows:

Subsection 2.8. Leases.

(a) No Owner shall lease his Dwelling Unit without the prior written consent of the Marbrisa Villa Owners' Association's Board of Directors, which shall not be unreasonably withheld. Should an Owner wish to lease his Dwelling Unit, he shall, before leasing, deliver to the Board of Directors of the Association a written notice containing the name and address of the person(s) to whom the proposed lease is to be made, and the duration of the lease, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association. Leases for a term in excess of twelve (12) months shall be approved annually by the Board of Directors of the Association. Prior to Lessee taking occupancy of the premises, the Owner shall provide the Lessee with a copy of the Association's Declaration of Covenants and Restrictions, Articles of Incorporation, and Bylaws of the Association, and shall have the Lessee deliver to the Association a written statement by the Lessee agreeing to comply with all of the terms and conditions set forth in the aforesaid documents. Every Lessee shall take possession of the Dwelling Unit subject to the terms and conditions of the aforesaid documents. This provision for notice is not intended to create a right of first refusal.

(b) All leases shall be in writing and shall be for an initial term of no less than one (1) month. No Dwelling Unit shall be leased under separate leases more than twice during any twelve (12) month period.

(c) No leased Dwelling Units shall have as permanent occupants more persons than two times the number of bedrooms in the Dwelling Unit, at any given time during the term of the lease.

(d) Prior to the commencement of the lease term, the Lessee shall deliver to the Association a security deposit in the amount of Five Hundred Dollars (\$500.00), which shall be deposited into a non-interest bearing escrow account maintained by the Association. The security deposit shall protect against damages to the common areas and Association property. The security deposit, or any portion thereof remaining after making repairs necessitated by the Lessee, shall be refunded to the Lessee within fifteen (15) days after the Association receives notice that the Lessee has vacated the premises. The liability of the Owner under the covenants of this Declaration shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest, as provided herein.

(e) No livestock, poultry, animals, or pets of any kind or size shall be raised, bred, or kept on any Lot, or within a Dwelling Unit during the term of any lease of the Dwelling Unit.

III. Subsection 2.9 shall be added to Article II of the Declaration of Covenants and Restrictions to read as follows:

Subsection 2.9. Parking. There will be no parking permitted in the driveways except for special occasions. In no event, shall a vehicle be parked over night in a driveway for more than five (5) days during any calendar month.

IV. Section 3.1 of Article III of the Declaration of Covenants and Restrictions shall be modified to read as follows:

Section 3.1 - The Association shall have the right of access over, through and upon all of the Dwelling Units for the purpose of maintaining and caring for the Common Areas particularly the private roads, lawns and landscaping, cleaning the roof of buildings and painting the exterior of buildings. "Maintenance and Care" shall include mowing, irrigating, trimming, edging, spraying, and fertilizing of the lawns, resurfacing and restriping the private roads, painting of the exterior of the buildings and cleaning of the roofs of such buildings. This easement shall specifically include an easement for the installation and maintenance of an underground irrigation system which shall be connected to the Marbrisa Community irrigation system when available. The Association shall be liable for the full reasonable cost of all required replacement of sod (as the same shall be determined from time to time by the Association in its discretion) in all Common Areas and in areas of the Dwelling Units maintained by the Association hereunder. In the exercise of its discretion in this latter regard, the Association shall be governed by the principle that all sodded areas shall be fully maintained free from unsightly bald spots and dead grass and uniform in texture and appearance with surrounding lawns in the Marbrisa Community. Notwithstanding anything herein to the contrary, the Association shall not be responsible for maintaining the driveways upon any dwelling unit.

V. Section 3.2 of Article III of the Declaration of Covenants and Restrictions shall be modified to read as follows:

Section 3.2 - Each Owner shall maintain in good condition and repair the interior of the building upon the Dwelling Unit and, the interior of the party walls shared with other Owners, and the driveways upon each Dwelling Unit, and shall keep the same in good, safe, clean, and

neat condition. In the event the Owner fails to keep the Dwelling Unit or party wall in said condition, the Association shall have the right to mail a written notice to the property address or the last known address of the Owner, advising the Owner of the Dwelling Unit of failure to comply with the above provisions. Failure of the affected Owner to correct the violation(s) within thirty days of the date of mailing of the notice shall give the Association the right, but not obligation, to enter upon the Dwelling Unit and correct the violation and such entry shall not be deemed a trespass. The cost and expense of the maintenance and repair necessitated by neglect, misuse or negligence of the Owner or his tenant shall be payable by such Owner. The Association shall have the further right to assess the Owner for the full cost of any service or maintenance performed pursuant to this paragraph and the cost of same shall be added to and become a part of the assessment to which such Dwelling Unit is subject and said cost shall be a lien upon the Dwelling Unit of the same force and effect as the liens on Dwelling Units for assessments as provided for in this Declaration and in the Articles of Incorporation and Bylaws of the Association. The obligation and responsibility for party walls and the maintenance thereof is more fully described in Article XIII "Party Wall Agreement".

IN WITNESS WHEREOF, the undersigned President and Secretary of **MARBRISA VILLA OWNERS ASSOCIATION, INC.**, have executed this Certificate of Amendment to Declaration of Covenants and Restrictions, this 4<sup>th</sup> day of April, 1995.

**MARBRISA VILLA OWNERS  
ASSOCIATION, INC.**

BY: Anthony P. Roberts  
President

ATTEST:

BY: Roy G. Sowley  
Secretary

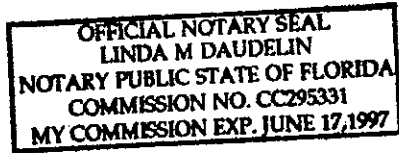
(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Anthony P. Roberts and Roy G. Sowley, personally known to me or presented the following identification

WITNESS my hand and official seal in the State and County last aforesaid, this 4th day of April, 1995.

Linda M. Daudelin  
Notary Public



Linda M. Daudelin  
Printed Name of Notary

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO; CHARLES W. MCKINNON, ESQ., MCKINNON & MCKINNON, CHARTERED, 3405 OCEAN DRIVE, VERO BEACH, FL 32963.

MARBRISA COURTYARD VILLA ASSOCIATION  
RENTAL REGISTRATION FORM

To be completed by the property owner and renter and submitted with required fees, prior to occupancy by the renter.

Submit to:

Elliott Merrill Community Management  
1105 12th Street  
Vero Beach, FL 32960

- 1. Owner's Name: \_\_\_\_\_
- 2. Rental Unit Address: \_\_\_\_\_
- 3. Owner's Address and Telephone Number (while unit is rented):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Renter's Identification:

Name	Home Address	Telephone
_____	_____	_____
_____	_____	_____
_____	_____	_____

5. A. Full Names of Children (Under 18 years old)

\_\_\_\_\_

\_\_\_\_\_

B. Full Names of All Other Guests Who Will be in Unit For One Day or Longer.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All persons listed in #'s 4 and 5 above are members of the same family unless otherwise noted.

6. Rental Dates - From: \_\_\_\_\_ To: \_\_\_\_\_  
(Note: The minimum rental period is thirty days.)

7. Automobiles:

**Make      Model      Year      License (State & Number)**

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(Note: If the above information is not available at time of filing, vehicle identification must be filed with Elliott Management at time of occupancy. See restrictive covenants for limitations on types of vehicles and parking in Marbrisa.)

8. Fees:

Number of Adults \_\_\_\_\_ times \$25.00 \_\_\_\_\_  
Number of Children \_\_\_\_\_ times \$12.50 \_\_\_\_\_  
Number of Other Guests \_\_\_\_\_ times \$25.00 \_\_\_\_\_

Total Fee: \_\_\_\_\_

Security Deposit \$500.00 \_\_\_\_\_

**Prior to the commencement of the lease term, the Lessee shall deliver to the Association a Security Deposit in the amount of Five Hundred Dollars (\$500.00), which shall be deposited into a non-interest bearing escrow account maintained by the Association. The Security Deposit shall protect against damages to the common areas and Association property. The Security Deposit, or any portion thereof remaining after making repairs necessitated by the Lessee, shall be refunded to the Lessee within fifteen (15) days after the Association receives notice that the Lessee has vacated the premises. The liability of the Owner under the covenants of the Declaration shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein.**

9. Deliver information package to (check one):

Renter \_\_\_\_\_ Owner \_\_\_\_\_



**10. Certification:**

**A. Owner:**

The foregoing information is accurate and complete, to the best of my knowledge. I understand that, as a property owner and member of the Marbrisa Homeowners Association, I am responsible for any damage to Association property that may be caused by my tenants, and I agree to pay for the correction of such damage if it should occur.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

**B. Renter:**

The foregoing information is accurate and complete, to the best of my knowledge. I agree to abide by all of the rules of the Marbrisa Homeowners Association.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

(Note: Florida law requires that sales tax be collected and paid on rentals of less than six (6) months.) A copy of the executed lease is to be attached to this rental application.

Do not write below this line - Association Use Only

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**C: Association**

Application Approved \_\_\_\_\_  
Director Date

Application Denied \_\_\_\_\_  
Director Date