

**CERTIFICATE OF AMENDMENT**  
**TO THE**  
**DECLARATION OF CONDOMINIUM OF OCEANIQUE OCEANFRONT, A**  
**CONDOMINIUM**

A Corporation Not-For-Profit Under  
the Laws of the State of Florida

The Declaration of Condominium of Oceanique Oceanfront Condominium Association, Inc. was recorded in the public records of St. Lucie County, Florida commencing at Official Record Book 2752, Page 1842 and as amended at Official Record Book 2879, Page 214; Official Record Book 3055, Page 486; Official Record Book 3126, Page 993; and Official Record Book 3237, Page 800. The same Amendments to the Declaration of Condominium of Oceanique Oceanfront Condominium are amended as approved by the membership by a vote sufficient for approval at a Special Meeting of the Members held on November 10, 2015.

3. DESCRIPTION OF CONDOMINIUM

3.3 Limited Common Elements.

3.3.3 Covered Parking Spaces and Storage Spaces. There will be a total of two hundred three (203) covered parking spaces and one hundred forty-eight (148) storage spaces, as shown on Sheet 5, Sheets 25 through 28, inclusive and Sheet 46 of Exhibit A. The Developer intends to assign the exclusive right to use the covered parking spaces and the storage spaces to the Unit Owners of the Condominium and/or the Association. All assignments shall be made by a non-recordable instrument (a copy of which shall be kept by the Association as part of its permanent records) and shall operate to give the Association the right to designate the use of the parking space and the Unit Owner to whose Unit the assignment is made an exclusive right to use the enclosed parking space and storage space. The exclusive right to use any enclosed parking space or storage space may be assigned by a Unit Owner or the Association to any other Unit Owner or to the Association. To be effective, the assigning Unit Owner or the Association must deliver to the assignee Unit Owner/Association, a non-recordable instrument executed by the assigning Unit Owner or the Association that identifies the enclosed parking space and/or storage space, the Unit to which it was originally assigned, or reference to the fact that it was previously assigned to the Association, and the Unit to which the exclusive right of use is being assigned or reference to the fact that it is being assigned to the Association. In addition, to be effective, a copy of the instrument must be delivered to the Association. The Association shall keep the instrument as part of its permanent records.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT  
SAINT LUCIE COUNTY  
FILE # 4186349 05/03/2016 at 01:53 PM  
OR BOOK 3864 PAGE 893 - 900 Doc Type: DECCOND  
RECORDING: \$69.50

**This document is being re-recorded to include Exhibit A which was inadvertently omitted.**

Exhibit "A" to the Second Amendment to the Declaration of Condominium, Sheets 5 and 28, as recorded at Official Record Book 3055, Page 486 of the Public Records of St. Lucie County, Florida, are hereby supplemented for the sole purpose of designating the parking spaces located beneath Buildings A and B as set forth in the Amended Exhibit A, attached hereto. All remaining provisions of Exhibit A as attached to the Second Amendment remain unchanged.

7. MAINTENANCE AND REPAIRS

7.1 Units. All maintenance of any Unit, whether ordinary or extraordinary, (including, without limitation, maintenance of screens, windows (both sides), any hurricane shutters (including but not limited to motors associated therewith), protecting a Unit's doors, windows or sliders, (regardless of whether same were installed by the Unit Owner or by the Developer as part of the original development of the condominium), the interior side of the entrance door and all other doors within or affording access to a Unit, that portion of the electrical (including wiring) and plumbing (including fixtures and connections), fixtures and outlets, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces and, in general, the entire interior of the Unit), as well as the air-conditioning and heating equipment lying within the boundaries of the Unit, shall be performed by the Owner of such Unit at that Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

9. ADDITIONS ALTERATIONS OR IMPROVEMENTS BY UNIT OWNERS

9.3 Hurricane Shutters. The Board of Directors shall adopt hurricane shutter specifications for each building, which shall include color, style and other factors deemed relevant by the Board. All specifications shall comply with applicable building codes. Notwithstanding anything in this Declaration to the contrary, the Board of Directors shall not refuse to approve the installation, replacement and maintenance of any such hurricane shutters which comply with the Board approved specifications. Unit Owners are responsible for the maintenance, repair and replacement of all Hurricane Shutters and their components, including, but not limited to, motors, installed to protect their Unit's doors, windows and sliders, regardless of whether same are installed by the Unit Owner pursuant to this provision or by the Developer as part of the original development of the condominium. In order to protect all Units and the Condominium Property, the Association may require an annual inspection of all Hurricane Shutters to confirm that they are in working order. If the Association determines that a Unit's Hurricane Shutters (including its components including, but not limited to motors) are in need of maintenance, repair or replacement, the Association will provide a Unit Owner with written notice of same. The Unit Owner shall then have thirty (30) days to complete the required maintenance, repair or replacement. If the Unit Owner shall fail to complete the necessary

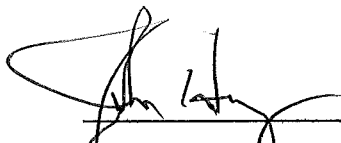
maintenance, repair or replacement within thirty (30) days' of such notice, the Association may have the work performed at the Unit Owner's expense and collect the cost of same in the same manner as an Assessment pursuant to Article 12 of this Declaration of Condominium.

The adoption of these amendments appear upon the minutes of said meeting and are unrevoked.

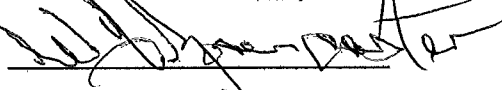
IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 23<sup>rd</sup> day of November, 2015.

WITNESSES:

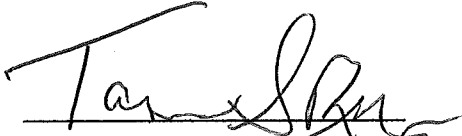
OCEANIQUE OCEANFRONT  
CONDOMINIUM ASSOCIATION, INC.

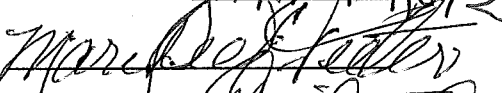
  
Printed Name: Joe Hardy

By: Susan M Mathews  
Susan Mathews President

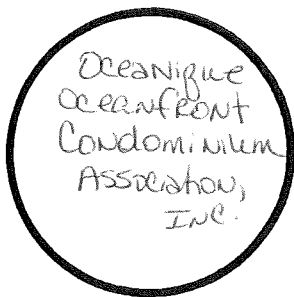
  
Printed Name: William T Lanaster

By: T. P. Seafan  
THOMAS P. SEAFAN, Secretary

  
Printed Name: TAMA RUIZ

  
Printed Name: Marilee E. Teeter

**C O R P O R A T E**  
**S E A L**

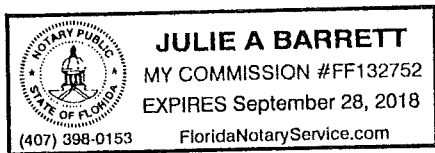


STATE OF FLORIDA  
COUNTY OF MARTIN  
*St. Lucie*

The foregoing instrument was acknowledged before me on November 23, 2015, by Susan Mathews, as President of Oceanique Oceanfront Condominium Association, Inc. [] who is personally known to me, or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Julie Barrett

Notarial Seal



Notary Public

Printed Name: Julie Barrett

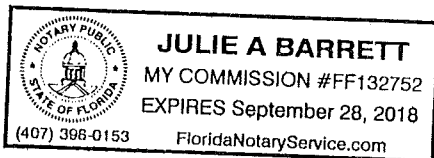
Commission Expires: 9/28/18

STATE OF FLORIDA  
COUNTY OF MARTIN  
*St. Lucie*

The foregoing instrument was acknowledged before me on November 23, 2015 by Thomas P. Scalfani, as Secretary of Oceanique Oceanfront Condominium Association, Inc. [] who is personally known to me, or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Julie Barrett

Notarial Seal



Notary Public

Printed Name: Julie Barrett

Commission Expires: 9/28/18

Record and Return to:

Deborah L. Ross, Esq.  
Ross Earle Bonan & Ensor, P.A.  
P.O. Box 2401  
Stuart, Florida 34995

# Exhibit “A”

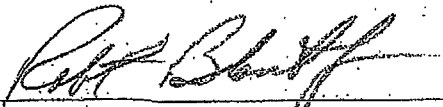
**SPECIFIC PURPOSE SURVEY**  
**FOR**  
**OCEANIQUE OCEANFRONT**  
**SECTION 23, TOWNSHIP 34 SOUTH, RANGE 40 EAST**  
**ST. LUCIE COUNTY, FLORIDA**

**NOTES:**

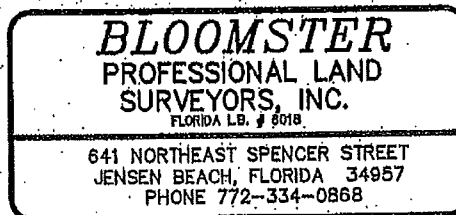
1. THIS IS NOT A BOUNDARY SURVEY.
2. THE SPECIFIC PURPOSE FOR THIS SURVEY IS TO ILLUSTRATE THE CHANGES MADE SINCE THE ORIGINAL DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 2752, PAGE 1876, ST. LUCIE COUNTY, RECORDS.
3. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

**SURVEYORS CERTIFICATION:**

I HEREBY CERTIFY THAT THIS SPECIFIC PURPOSE SURVEY WAS PREPARED UNDER MY RESPONSIBLE CHARGE AND MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AND MAPPERS IN CHAPTER J5-17, FLORIDA STATUTES, AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



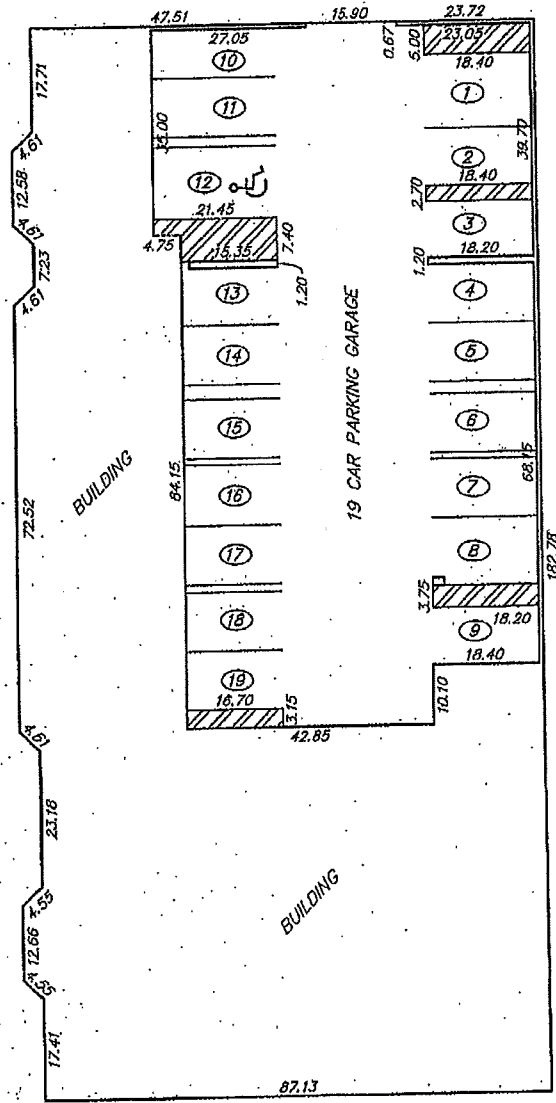
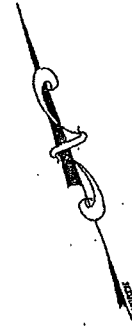
ROBERT BLOOMSTER JR.  
PROFESSIONAL LAND SURVEYOR  
NO. 4134 STATE OF FLORIDA



SHEET 1 OF 3
SCALE: 1" = 30'
DATE: 9/30/15
F.B. SKETCH
JOB NO. 13228
REVISIONS

**SKETCH TO ACCOMPANY LEGAL DESCRIPTION**  
PREPARED FOR: OCEANIQUE OCEANFRONT  
SITE LOCATED: 4180 N HIGHWAY A.1.A.  
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

OCEANIQUE OCEANFRONT  
 A CONDOMINIUM  
 BUILDING 'B'  
 FIRST FLOOR PLAN  
 SCALE: 1" = 30'



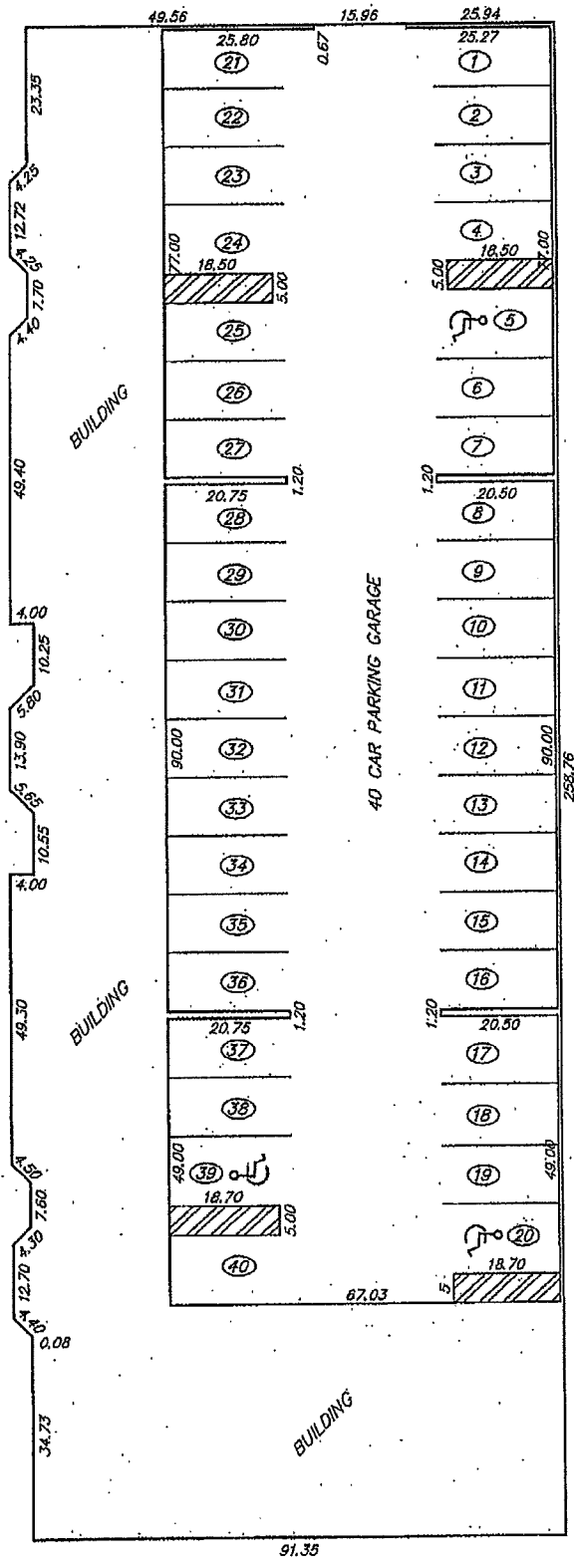
SHEET 2 OF 3 (SCALE: 1"=30')  
 NOT VALID WITHOUT SHEETS 1 - 3

**BLOOMSTER**  
 PROFESSIONAL LAND  
 SURVEYORS, INC.  
 FLORIDA L.B. # 9018

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641 NORTHEAST SPENCER STREET  
 JENSEN BEACH, FLORIDA 34957  
 PHONE 772-334-0868

OCEANIQUE OCEANFRONT  
 A CONDOMINIUM  
 BUILDING 'A'  
 FIRST FLOOR PLAN  
 SCALE: 1" = 30'



SHEET 3 OF 3 (SCALE: 1"=30')  
 NOT VALID WITHOUT SHEETS 1 - 3

**BLOOMSTER**  
 PROFESSIONAL LAND  
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