

700-2400

RECORD VERIFIED  
JEFFREY K. BARTON  
CLERK CIRCUIT COURT  
INDIAN RIVER CO., FLA

CERTIFICATE OF AMENDMENT

The attached writings are a true copy of resolutions amending the Declaration of Condominium of Park Shores I Condominium, a condominium according to the Declaration of Condominium recorded in Official Record Book 623 at Page 215 of the Public Records of Indian River County, Florida, which resolution was duly adopted by more than a majority of the Board of Directors of Park Shores of Indian River Shores Condominium Association, Inc. and by an affirmative vote of the members owning Units in the Condominium as to which more than fifty-one (51%) percent of the Common Property is appurtenant, in accordance with the requirement of the Declaration of Condominium for its amendment.

EXECUTED at Vero Beach, Indian River County, Florida, this 3rd day of April, 1991.

WITNESSES:

PARK SHORES OF INDIAN RIVER SHORES  
CONDOMINIUM ASSOCIATION, INC.

Christie Hampton

BY: Ann C. Shults  
Ann C. Shults, President

Janita Rodsig

ATTEST: Martha Sassen  
Martha Sassen, Secretary

I hereby certify that on this day before me an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared Ann C. Shults and Martha Sassen, well known to me to be respectively the President and Secretary of the corporation named above and that they acknowledged executing this Certificate of Amendment freely and voluntarily under authority duly vested in them by said corporation.

WITNESS my hand official seal this 3 day of April, 1991.

Janita Rodsig  
Notary Public, State of Florida,  
At Large. My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 10, 1994  
BONDED THRU GENERAL INS. USD.

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RETURN TO CHARLES R. MCKINNON  
MCKINNON, STEWART, NAIL & MCKINNON, CHARTERED  
POST OFFICE BOX 3345  
VERO BEACH, FL 32964-3345

PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC.

AMENDMENT NUMBER ONE

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The following is a proposed amendment to Section 24A of the Declaration of Condominium:

A. No animals or pets of any kind shall be kept in an Unit or on any part of the Condominium Property except with the written consent of the Board of Directors of the Association, and thereafter under Rules and Regulations adopted by such Board of Directors, provided, however, that under no circumstances shall animals of any species be kept, bred or maintained in any unit or on the Condominium Property for any commercial purposes, nor shall there be more than one pet kept at any one time in any Unit; and provided, further, that any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property within three (3) days of receipt by the offending person of written notice from the Board of Directors of the Association. Under no circumstances shall any pet weighing more than twenty-five (25) pounds be permitted to be kept on the Condominium Property.

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PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC.  
 AMENDMENT NUMBER TWO

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 The following is a proposed addition to Section 23 of the Declaration of Condominium:

In order to preserve the aesthetic scheme pursuant to which all of Park Shores Condominium Development has been built, no enclosures, storm panels, shutters, hurricane shutters, screen doors, awnings or exterior shades may be installed by a Unit Owner in any Unit without such owner first obtaining the written approval of the Board of Directors of the Association. Further, for the same reason, porch walls and railings of Units are not to be painted any color except existing building or railing colors.

Upon advanced written approval of the Association, front or rear porch blinds may be installed, that are a woven bass wood shade with dark piping cord, and are walnut in color.

Upon advanced written approval of the Association, hurricane shutters, which must be bronze in color, may be installed on porches so long as the shutters are installed against the wall in which the sliding glass doors or windows are located.

No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be allowed on any part of the Condominium Property. However, during the time that a realtor is physically present at a Unit, an "Open House" sign may be placed outside the Highway A-i-A entrance and outside the Tuerk Drive entrance, and signs may be placed just inside the entranceways stating the number of the Unit then being shown and pointing the direction to that Unit.

No personal property of any kind, including, but not limited to, laundry, towels, bathing suits, mops or clothing, shall be hung or draped from any stair rail, balcony, porch or window ledge of any Unit, or any other part of the Condominium Property, or the Additional Facilities.

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PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC.  
 AMENDMENT NUMBER THREE

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 The following is a proposed addition to the Declarations of Condominium:

After approval by the Board of Directors of the Association as is elsewhere required, an entire Unit may be rented, provided the occupancy is only the Lessee or members of Lessee's family. No separate rooms may be rented and no transient tenants may be accommodated. All leases must be for a minimum term of at least ninety (90) days.

All lease agreements between a Unit Owner and his Lessee shall be deemed to contain the following provision, which provision shall be irrevocably binding upon the Unit Owner and his Lessee, and the Association shall have all of the rights, powers and privileges as set forth in the following provision:

The Lessee, every member of Lessee's family, and Lessee's guests, shall be governed and shall comply with the terms and provisions of the Declaration of Condominium, of the Unit being leased, and the Articles of Incorporation and the By-Laws of Park Shores of Indian River Shores Condominium Association, Inc. (hereinafter referred to as "Association"), and all rules, restrictions and regulations adopted pursuant to those documents. If the Lessee, or a member of Lessee's family, or a guest of Lessee, violates the same, the Association shall give the Lessee and the Lessor written notice of such violation(s). If, after such notice, the violation(s) continues, or if the violation(s) is abated, but then later, during the remaining term of lessee's lease, the violation(s) commences again, the Association shall have the unqualified and absolute right, power and authority to terminate and cancel the Lessee's lease, in the same manner and under the same method as if Lessee was a non-complying tenant who should

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## AMENDMENT NUMBER THREE, CONTINUED

not be given an opportunity to cure the noncompliance, pursuant to Florida Statute §3.56(2) (a) the Lessor and Lessee. If Lessee does not, within seven (7) days thereafter, in accordance with Florida Statute §3.56 (1989), vacate the Unit, the Lessee, or any member of Lessee's family or Lessee's guests, who remain in the Unit, may be evicted by the Association pursuant to the procedures set forth in Florida Statute §3.59 (1989). The Association shall have the unqualified and absolute right, power and authority to have those persons removed by a court of law, in accordance with the said statutes, and to be awarded possession of the Unit. The Lessee shall have no claim against the Association for prepaid rents, deposits, etc., Lessee may have paid to Lessor for the balance of the rent term. The Lessor shall not be allowed to rent the Unit for the term that would have been remaining under the lease, but for Lessee's "eviction". The Association shall have the right to recover its costs and attorneys fees from the Lessor for any action that the Association takes hereunder against the Lessee, members of Lessee's family or Lessee's guests, because of Lessor's failure to control those persons. Lessor agrees that it shall not be necessary for the Association to join lessor as a party defendant in any such legal action to remove Lessee, or members of lessee's family or Lessee's guests, from the Unit. Any written notice required to be given hereunder may be delivered personally to the person to receive that notice or mailed, and if mailed, the written notice shall be deemed to have been made, if mailed by certified United States mail, return receipt requested, postage prepaid, to the addresses of the Lessor and Lessee set forth in the lease, whether or not the addressee actually receives such notice.

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