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CERTIFICATE OF AMENDMENT TO DECLARATIONS OF CONDOMINIUM
OF
PARK SHORES I AND II, CONDOMINIUMS

The undersigned, being the President and Secretary of PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby certify that at a meeting of all of the unit owners of condominium units in the above-named condominiums, duly held on the 28th day of September, 1989, in accordance with the requirements of Florida law, and of the Declarations of Condominium of the following named condominiums recorded in Official Records Books of Indian River County, Florida, as follows, to-wit:

Declaration of Condominium of Park Shores I, a Condominium, Official Record Book 623, Page 0215;

Declaration of Condominium of Park Shores II, a Condominium, Official Record Book 643, Page 2347;

the unit owners in the aforementioned condominiums affirmatively voted to amend the Declarations of Condominium and the Bylaws attached thereto as hereinafter set forth:

RESOLVED, that paragraph 26 of the Declarations of Condominium shall be amended to read as follows:

a. With the exception of transfer of ownership of any Unit by one co-tenant to another, should a Unit Owner desire to sell or lease his Unit, the Association shall have and is hereby given and granted the right of first refusal to purchase or lease such Unit, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such Unit Owner may have received for the sale or lease of his Unit. A "bona fide offer" is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and in the case of an offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the

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J. K. BAYTON
CLERK OF COUNTY

BY: *J. K. Bayton* D.C.

purchase price. Whenever a Unit Owner has received a bona fide offer to purchase or lease his Unit, such Unit Owner shall notify the Board of Directors of the Association in writing of his desire to accept such offer, stating the name, address and business, occupation or employment of the offeror. An executed copy of the bona fide offer for such purchase or lease and a Fifty Dollar (\$50.00) non-refundable application fee shall accompany the notice. The right of first refusal in the Association includes the right of the Association to designate another person or entity to take title to the Unit or to lease the same in the event the Association exercises its right of first refusal. If the Association, upon the written approval of a majority of its Board of Directors and of at least fifty-one (51%) of the Unit Owners, elects to exercise its option to purchase or lease (or cause the same to be purchased or leased by its designee), the Association shall notify the Unit Owner desiring to sell or lease of the exercise of its option, such notice to be in writing and posted by registered or certified mail to such Unit Owner within sixty (60) days from the Association's receipt of the Unit Owners' notice. Said notice by the Association to the Unit Owner, in order to be effective, must be accompanied by a binding written offer on the part of the Association, or its designee, containing the same terms and conditions as the original offer to the Unit Owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten percent (10%) of the purchase price. The Unit shall then be purchased or leased by the Association, or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any Unit Owner has notified the Board of Directors of the Association of his desire to sell or

lease as hereinabove provided, such Unit Owner shall be free to consummate such sale or lease of his Unit unless the Association, within sixty (60) days from receipt of the Unit Owner's required notice, shall have notified such Unit Owner of exercise of the right of first refusal. In such event, the Unit Owner shall not sell or lease the Unit to any other than the party designated to the Board of Directors in the Unit Owner's original notice required hereunder, nor for any lower purchase price or rental, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving to the Association the right of first refusal upon such new terms.

RESOLVED, that Subsection (4) shall be added to paragraph 2.d. of the Declarations of Condominium which shall provide as follows:

(4) Those expenditures made to implement and provide "significant facilities and services specifically designed to meet the physical or social needs of older persons" referred to in Section 807(b)(2)(C) of the Fair Housing Amendments Act of 1988, Pub. L. 100-430, as more fully explained in the Administrative Rules thereto.

RESOLVED that Subsection f. shall be added to paragraph 24. of the Declarations of Condominium which shall provide as follows:

f. Fair Housing Amendments Act of 1988.

(1) Intent. It is hereby declared that the Association intends to provide housing for persons fifty-five (55) years of age or older.

(2) Occupancy. Except for persons who qualify under Section (3) hereafter, no unit shall be occupied unless there is at least one (1) person occupying the unit who has attained the age of fifty-

five (55) years. The foregoing shall not, however, be interpreted to prohibit the occupants of a unit from entertaining social guests.

(3) Grandfather Provisions. Section (2) above shall not apply to the following persons, who shall be permitted to occupy a unit, even though there is not at least one (1) person occupying the unit who has attained the age of fifty-five (55) years.

(a) Any person who was the record title owner of a unit prior to the date of this Amendment. This provision shall not apply or permit occupancy of any other unit.

(b) Any occupant of a unit under a written lease provided that the lease was fully executed prior to the date of this Amendment. This provision shall not apply to any renewals or extensions of the lease or to the occupancy of any other unit.

(c) Any occupant who was occupying a unit as of the date of this Amendment. This provision shall not apply to permit occupancy of any other unit.

(d) The heirs of a person who was an owner of a unit on the date of their death.

(e) Any person who was a party to a fully executed and binding Contract for Purchase and Sale of a unit prior to the date of this Amendment. This provision shall not apply to, or permit occupancy of, any unit other than the unit which is the subject of the Contract for Purchase and Sale.

(4) Registration Requirement. All owners, lessees and occupants of units must register with the Association on or before the 30th day after the date of this Amendment by delivering to the Association the following documents; (1) a completed and executed registration form, as provided by the Association; (2) documentation demonstrating proof of age; (3) if

occupancy is based upon a lease, a fully executed copy of the lease. Owners shall notify the Association of any periods of time during which the unit is unoccupied for a period of thirty (30) days or more.

RESOLVED that Subsection d. of paragraph 1 of the Bylaws shall be amended as follows:

d. The fiscal year of the Association shall be April 1st through March 31st.

RESOLVED that Paragraph 4 of the Bylaws shall be amended as follows:

4. BOARD OF DIRECTORS

a. The Board of Directors of the Association shall be composed of five (5) elected members who shall manage the affairs of the Association.

b. Election of directors shall be conducted in the following manner:

(i) Three (3) members of the Board of Directors shall be elected by a plurality of the votes cast at annual meetings of the members of the Association occurring during even numbered years and two (2) members of the Board of Directors shall be elected by a plurality of the votes cast at annual meetings of the members of the Association occurring during odd numbered years. The term of each director's service will be two (2) years and subsequently until his successor is duly elected and qualified or until he is removed in the manner provided in paragraph L. hereof. In order to implement the system of staggered terms of the Board of Directors, the members of the Board of Directors serving as of the date of this Amendment shall elect two (2) Board members to serve for a period of two (2) years and the term of the remaining three (3) members of the Board of Directors shall be for a period of one (1) year.

(ii) Vacancies in the Board of

Directors may be filled until the date of the next annual meeting by the remaining directors.

(iii) In the election of directors, there shall be appurtenant to each unit as many votes for directors as there are directors to be elected; provided, however, that no member or owner may cast more than one vote per unit owned for any person nominated as a director, it being the intent hereof that voting for directors shall non-cumulative.

c. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary provided a quorum shall be present.

d. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or mailgram at least three (3) days prior to the day named for such meeting, unless notice is waived. Adequate notice of all meetings (including adjournments) of the Board of Directors shall be posted conspicuously on the property of each condominium at least forty-eight (48) hours in advance of each meeting, except where a meeting of the Board of Directors is held to deal with an emergency.

e. Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than ten (10) days' notice of a meeting shall be given to each director personally or by mail, telephone or telegram, which

notice shall state the time, place and purpose of the meeting.

f. Unit owners shall have the right to attend and observe all meetings of the Board of Directors. If the Board of Directors meet using telephone conference equipment, a telephone speaker shall be attached so that the discussion may be heard by the board members and by any unit owners present in an open meeting.

g. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

h. A quorum at a directors' meeting shall consist of the directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at the meeting at which a quorum is present, shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these Bylaws or the Declarations of Condominium. If any directors' meeting cannot be organized because a quorum has not attended, or because the greater percentage of directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these Bylaws or the Declarations of Condominium, the directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted.

i. The presiding officer of directors' meetings shall be the Chairman of the Board, if such an

officer has been elected; and if none, then the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

j. Directors' fees, if any, shall be determined by the members.

k. All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declarations of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declarations of Condominium, and shall include, without limiting the generality of the foregoing, the following:

(i) To make, levy and collect assessments against members and members' units to defray the cost of operation of the Condominiums established by Developer on lands as described in Article II of the Articles of Incorporation, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the Association.

(ii) The maintenance, repair, replacement, operation and management of the Condominiums wherever the same is required to be done and accomplished by the Association for the benefit of its members.

(iii) The reconstruction of improvements after casualty and the further improvement of the property, real and personal.

(iv) To make and amend regulations governing the use of the property, real and personal, in, on, or about the Condominiums, so long as such regulations or amendments thereto do not conflict with

the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declarations of Condominium.

(v) To approve and disapprove proposed purchasers and lessees of units in the manner specified in the Declarations of Condominium.

(vi) To acquire, operate, lease, manage and otherwise trade and deal with property, real and personal, including units in the Condominiums, as may be necessary or convenient in the operation and management of the Condominiums, and in accomplishing the purposes set forth in the Declarations of Condominium.

(vii) To contract with respect to the exercise of its powers and for the management of the Condominiums, and to designate to such contractor all of the powers and duties of the Association, except those which may be required by the Declarations of Condominium to have approval of the Board of Directors or membership of the Association.

(viii) To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declarations of Condominium and the regulations hereinafter promulgated governing use of the property in the Condominiums.

(ix) To pay all taxes and assessments which are liens against any part of the Condominiums other than units and the appurtenances thereto, and to assess the same against the members and their respective units subject to such liens.

(x) To carry insurance for the protection of the members and the Association against casualty and liability.

(xi) To pay all costs of power,

water, sewer and other utility services rendered to the Condominiums and not billed to the owners of the separate units within the Condominiums, and to comply with and enforce all contracts relating to supply of such utility services.

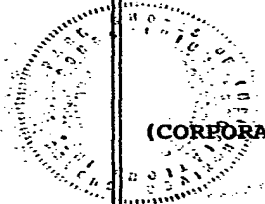
1. Any one or more of the directors of the Board of Directors of the Association may be removed, either with or without cause, at any time by a vote of the members owning a majority of the units in the Condominiums, at any special meeting called for such purpose, or at the annual meeting.

IN WITNESS WHEREOF, the undersigned President and Secretary of PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC. have executed this Certificate of Amendment to the Declarations of Condominium and Bylaws, this 5th day of October, 1989.

PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC.

By: Ann C. Shults
President

Attest: W. W. Waterman
Secretary



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 Ann C. Shults and W. W. Waterman, known to me to be the President and Secretary, respectively, of PARK SHORES OF INDIAN RIVER SHORES CONDOMINIUM ASSOCIATION, INC., and they acknowledged executing the same freely and voluntarily and under the authority duly vested in them by said corporation.

WITNESS my hand and official seal in the State and County last aforesaid, this 5th day of October, 1989.

Jane Snow
Notary Public, State of Florida
at Large My commission expires:
3/28/92
(NOTARY SEAL)

This Instrument Prepared By:
Charles W. McKinnon, Esq.
McKinnon, Stewart & Nall, Chartered
Post Office Box 3345
Vero Beach, FL 32964-3345

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