

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

**CERTIFICATE OF SIXTH AMENDMENT TO DECLARATION
OF CONDOMINIUM OF PARK SHORES II, A CONDOMINIUM**

33.00

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 condominium, duly held on the 24th day of April, 1995, in accordance with the requirements of Florida law and of the Declaration of Condominium of Park Shores II, a Condominium, recorded in Official Record Book 643, Page 2347, amended by First Amendment to Declaration of Condominium, recorded in Official Record Book 649, Page 1885, Second Amendment to Declaration of Condominium, recorded in Official Record Book 666, Page 0717, Third Amendment to Declaration of Condominium, recorded in Official Record Book 676, Page 1068, Fourth Amendment to Declaration of Condominium, recorded in Official Record Book 844, Page 1037 and Fifth Amendment to Declaration of Condominium, recorded in Official Record Book 892, Page 1987, of the Public Records of Indian River County, Florida, after the adoption of a resolution proposing said amendment by the Board of Directors, the unit owners in the aforementioned condominium affirmatively voted to amend the Declaration of Condominium as hereinafter set forth.

I. Subsection (4) of paragraph 2.d. of the Declaration of Condominium shall be deleted in its entirety.

II. Paragraph 23 of the Declaration of Condominium shall be amended to read as follows:

23. Limitation upon right of owners to alter and modify Units. No Unit Owner shall permit the making of any structural modifications or alterations in his

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Unit without first obtaining the written consent of the association, which consent may be withheld in the event that a majority of the Board of Directors of the Association determine, in their sole and absolute discretion, that such structural modifications or alterations would affect or in any manner endanger the Condominium in part or in its entirety. If the modification or alteration desired by any Unit Owner involves the removal of any permanent interior partition, such Unit Owner, without consent of the Association or its Board, shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load-bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of Utility Services. No Unit Owner shall cause any improvements or changes to be made on the exterior of his Unit or of the Condominium, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the Condominium buildings, or in any manner change the appearance of any portion of the buildings not within the walls of such Unit. No Unit Owner will cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the Condominium buildings, and no Unit Owner will in any way change or alter the appearance of any portion of the exterior of the Condominium buildings or any surface of an interior building wall facing Common Property without the prior, written consent of the Association. No clothes lines or similar devices, and no signs of any type other than those required by law, will be allowed on any part of the Condominium.

The Association shall determine the exterior color scheme of the buildings and the nature and color of all exterior decorative elements, fixtures or furnishings.

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-1-A entrance, outside the Tuerk Drive entrance, inside the entranceways, and in front of the apartment being sold, 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.

III. Subsection a. of paragraph 24 of the Declaration of Condominium shall be amended to read as follows:

No animals or pets of any kind shall be kept in any 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 circumstance shall any pet weighing more than twenty-five (25) pounds be permitted to be kept on the Condominium Property.

IV. Subsection f. of paragraph 24 of the Declaration of Condominium shall be deleted in its entirety.

V. Subsection a. of paragraph 26 of the Declaration 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 from 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 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.

Before a prospective sale or lease of a Unit within the Condominium is approved by the Association, the prospective purchaser or tenant, as the case may be, shall attend an orientation meeting with representatives of the Association.

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 Declaration of Condominium, this

3rd day of May, 1995.

PARK SHORES OF INDIAN RIVER
SHORES CONDOMINIUM ASSOCIATION,
INC.

BY: Ann C. Shurts
President

ATTEST:

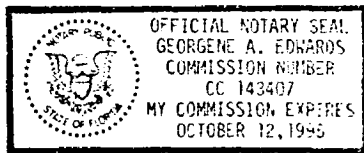
BY: Margaret C. Scott
Secretary

(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 Ann C. Shurts and Margaret C. Scott, personally known to me or presented the following identification Fla. Drivers Licenses.

WITNESS my hand and official seal in the State and County last aforesaid, this 3rd day of May, 1995.



Georgene A. Edwards
Notary Public

Georgene A. Edwards
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.