

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

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

RIOMAR SANDS CONDOMINIUM ASSOCIATION, INC.

The undersigned, being the President and Secretary of RIOMAR SANDS 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 15th day of February, 1992, in accordance with the requirements of Florida law, and of the Declaration of Condominium recorded in Official Record Book 0626, Page 0466, Public Records Indian River County, Florida, the unit owners in the aforementioned condominiums affirmatively voted to amend the Declaration of Condominium attached thereto as hereinafter set out:

RESOLVED that Paragraph 13 of the Declaration of Condominium shall be amended to read as follows:

13. Maintenance and repair of Common Property and Limited Common Property by Association. Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property and all conduits, ducts, plumbing, wiring, elevators and other facilities located in the Common Property and the Limited Common Property for the furnishing of utility or drainage services to the Units and said Common Property and Limited Common Property, and, should any

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

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incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair, or replacement on, of or at any Common Property, the said Association shall, at its expenses, repair such incidental damage. If repairs to Common Property, Limited Common Property or windows are made necessary by the negligence of any Unit owner, members of his family, or his guests, employees, agents, invitees, or lessees, then such repairs such be affected by the Association at the expense of said Unit owner, and payment for the same shall be made within ten (10) days of demand by the Association; if unpaid within ten (10) days, the Association may proceed to collect the same, plus interest at the highest rate permissible under Florida usury laws, together with costs of collection, as herein provided for the collection of delinquent assessments for maintenance. Any expenses of maintenance, repair or replacement of Limited Common Elements shall be shared as a common expense only by those entitled to use the Limited Common Elements.

RESOLVED, that Paragraph 21 of the Declaration of Condominium shall be amended to read as follows:

21. Residential use restrictions, use of Common Property and Limited Common Property subject to rules of Association.

d. Occupancy. No apartment shall have as permanent occupants more persons than two times the number of its bedrooms.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be executed in its name by its President and

