

4

This instrument was prepared by:
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**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF
HARBOR CLUB, A CONDOMINIUM**

**AND FIRST AMENDMENT TO BYLAWS OF
HARBOR CLUB OF BREVARD CONDOMINIUM ASSOCIATION, INC.**

The undersigned officers of Harbor Club of Brevard Condominium Association, Inc. (hereinafter the "Association"), a Florida corporation not for profit in charge of the operation and control of Harbor Club, A Condominium, a condominium according to that certain "Declaration of Condominium of Harbor Club, A Condominium" made by Harbor View Residences, LLC (hereinafter the "Developer"), a Florida limited liability company, on July 26, 2011 and recorded on August 29, 2011 in O.R. Book 6443, Page 2361 of the Public Records of Brevard County Florida, as amended by that certain "First Amendment to Declaration of Condominium of Harbor Club, A Condominium" made by the Developer on January 31, 2012 and recorded on February 3, 2012 in O.R. Book 6531, Page 2177 of the aforesaid public records, as further amended by that certain "Second Amendment to Declaration of Condominium of Harbor Club, A Condominium" made by the Developer on June 18, 2012 and recorded on August 15, 2012 in O.R. Book 6668, Page 1674 of the aforesaid public records, as further amended by that certain "Third Amendment to Declaration of Condominium of Harbor Club, A Condominium" made by the Developer on November 30, 2012 and recorded on December 3, 2012 in O.R. Book 6746, Page 1574 of the aforesaid public records, as further amended by that certain "Fourth Amendment to Declaration of Condominium of Harbor Club, A Condominium" made by the Developer on November 30, 2012 and recorded on December 3, 2012 in O.R. Book 6746, Page 1576 of the aforesaid public records, as further amended by that certain "Amendment to the Declaration of Condominium for Harbor Club of Brevard Condominium Association, Inc." made by the Association on January 28, 2014 and recorded on February 18, 2014 in O.R. Book 7068, Page 2605 of the aforesaid public records, as further amended by that certain "Sixth Amendment to the Declaration of Condominium for Harbor Club of Brevard Condominium Association, Inc." made by the Association on December 1, 2014 and recorded on January 8, 2015 in O.R. Book 7279, Page 654 of the aforesaid public records, hereby certify that the following amendments to the declaration of condominium and to the bylaws of the corporation were proposed by the board of directors, acting upon a vote of a majority of the directors, and were approved by an affirmative vote of not less than two-thirds of the total number of votes of the members at a special meeting of the membership duly held on April 29, 2015. The undersigned further certify that the amendments attached hereto were proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, Harbor Club of Brevard Condominium Association, Inc. has caused this certificate to be executed in its name on May 18th 2015.

Signed, sealed, and delivered
in the presence of:

HARBOR CLUB OF BREVARD
CONDOMINIUM ASSOCIATION, INC.

Sign: [Signature]
Print: Messakours

By: [Signature]
Owen Hewitt, Its President

Sign: [Signature]
Print: Jaime E. Chick


Attest: [Signature]
Print Name: EUGENE PRIZGINT
Its Secretary

Sign: [Signature]
Print: _____

Sign: [Signature]
Print: Denise White

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this May 18th, 2015 by Owen Hewitt, the president of Harbor Club of Brevard Condominium Association, Inc., a Florida corporation. He is personally known to me or has produced FDL as identification.

[Signature]
Notary Public


STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this May 18th, 2015 by Eugene Prizgint the Secretary of Harbor Club of Brevard Condominium Association, Inc., a Florida corporation. He is personally known to me or has produced FDL as identification.

[Signature]
Notary Public



**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
HARBOR CLUB, A CONDOMINIUM**

(NOTE: Except for section headings, underline text is added and ~~strikethrough~~ text is deleted.)

Section IX. C. of the Declaration (Responsibility for Maintenance and Repairs) is amended as follows:

- C. Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the unit owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a unit owner's responsibility to maintain.

No unit owner shall do anything within his unit or on the common elements which would adversely affect the safety or soundness or the common elements or any portion of the Association property or Condominium property which is to be maintained by the Association.

Unit owners or occupants must turn off the water to their unit if the unit is going to be unoccupied for more than 48 hours in order to mitigate the potential damage that could result from a water leak. When a unit is unoccupied for longer than 48 hours, unit owners or occupants must keep the air conditioning within the unit set on 79 degrees or less in order to mitigate the potential damage that could result from mold and mildew growth.

Section X. B. of the Declaration (Use Restrictions) is amended as follows:

- B. The rental of units shall be restricted to rental periods no less than six (6) months except under the following exclusion:
- a. Any owner who purchased a unit prior to the effective date of this amendment, and who has not signed the "Agreement to Waive Rental Rights". If this is the case, the Cocoa Beach zoning ordinances for the property shall govern. Current city ordinances restrict rentals to no more than three (3) times in a calendar year for periods less than thirty (30) days or one (1) calendar month, whichever is less.

The unit may be rented provided the occupancy is only one (1) lessee and members of his immediate family and guests. The rental of units is permitted under the Declaration, but is subject to ordinances of the applicable governmental agencies such as the City of Cocoa Beach. ~~Current zoning ordinances for the property restrict rentals to no more than three (3) times in a calendar year for periods less than thirty (30) days or one (1) calendar month, whichever is less.~~ No rooms may be rented and no transient tenants may be accommodated. No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner. Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association ~~and shall be approved by the Association, except that such approval shall not be required for leases for units owned by the Developer or BMR Funding, LLC.~~

Any and all proposed leases, including room-mates of the demised Unit are subject to the prior written approval of the Association, in its sole discretion, and shall be subject to an application and screening process which may include, but is not limited to, credit, employment, and personal referenced investigations. An application fee not to exceed \$100 shall be paid to the Association when the lease application is submitted to the Association for approval to offset the cost for administration and background checks. If the lease is a renewal with the same lessee of a previously approved lease, no application fee will be required.

The board of Directors has the right to terminate any lease upon default by the tenant or other occupant of the demised unit in observing any of the provisions of this declaration, the By-Laws, applicable policy statements or rules, or other applicable provisions of any agreement, document or instrument governing the Association or administered by the Association.

An amendment prohibiting unit owners from renting their units or altering the duration of the rental term or specifying or limiting the number of times unit owners are entitled to rent their units during a specified period applies only to unit owners who consent to the amendment and unit owners who acquire title to their units after the effective date of that amendment.

Section X. K. of the Declaration (Use Restrictions) is amended as follows:

- K. ~~No vehicles of any type shall be parked on the premises auto parking space may be used for any purpose other than parking automobiles, sport utility vehicles and non-commercial pick-up trucks which are not in operating condition with a current license tag and registration. No Other vehicles~~

such as commercial trucks, trucks other than pickup trucks, motorcycles, recreational vehicles, motorhomes, trailers, and boats, shall be parked in any space other than a marked parking or storage space within the garage area inside the building that has been identified as an appurtenance to a specific unit. All vehicles must fit completely within the dimensions allotted for the designated space as described in this document. ~~parking areas, open or enclosed, designated by the Board of Administration, if any. In the event boats, motorhomes or recreational vehicles are permitted to be parked in designated areas, o~~ Overnight camping in any these vehicles parked on the premises is prohibited. No parking space shall be used by any other person other than an occupant of the condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. All owners and residents of the condominium are restricted to two (2) permitted/registered vehicles per unit without the association's consent to bring additional vehicles on the premises. Each parking space that has been identified as an appurtenance to a specific unit and that is not used for parking permitted/registered vehicles, shall be counted against the number of vehicles that that unit is permitted to park on the premises. All guests or visitors shall park in a space identified as an appurtenant to the specific unit that they are visiting, in a designated visitor parking spot if available, or north of the perimeter wall in the public parking areas. All vehicles on the premises shall be parked in the marked open parking spaces, the limited common parking or storage spaces in the garage, or the handicap parking spaces, if appropriate, or garages except when loading or unloading vehicles.

Section X of the Declaration (Use Restrictions) is amended to add subsection Q as follows:

- Q. No electrical items other than minimal lighting and small electrical demand devices, less than 75 watts, shall be used in the parking or storage spaces of the garage areas, without the approval of the Board of Administration. Large appliances such as refrigerators and freezers, are not allowed, with the exception of storage space No. 6, due to the lack of capacity of the electrical circuits in the garage area. Small appliances such as small fans or dehumidifiers shall be allowed if it can be demonstrated to the satisfaction of the Board of Administration that the electrical circuit is safely able to handle the total electrical load on the circuit. In all cases, small approved appliances in the garage and storage spaces such as fans dehumidifiers, and any approved larger appliances in storage space No. 6 shall be assessed a monthly electrical usage allowance that shall be paid to the Condominium Association based on the potential electrical cost of the usage of the appliances.

Section XI of the Declaration (Limitations Upon Right of Owner to Alter or Modify Unit) is amended as follows:

No owner of a unit shall make any structural modifications or alterations of the unit. The concrete floor slabs on the second, third and fourth floors and the roof are reinforced by post-tensioned draped prestressed strand and are susceptible to damage from drilling into the slabs. Therefore, no holes shall be drilled from either the bottom or top of the slabs without an evaluation of the location of the strand and the potential risk of inflicting damage, and the written approval from the board of administration. Without the written approval of the Board of Directors, Further, no owner shall cause any improvements or changes to be made on or to the exterior of the unit buildings, including painting or other decoration, the installation of awnings, shutters as approved below, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the Improvements on the unit, further, no owner shall in any manner change the appearance of any portion of the Improvements on the unit. The Association has adopted hurricane shutter specifications and will permit the installation of hurricane shutters for any balcony and storm window panels for the windows provided the color of the shutters and storm window panels are metal and are beige (ivory) in color and are either accordion type hurricane shutters for the outside edge of the balcony or roll down type shutters near the outside of the sliding balcony doors, and roll down type for the windows, and the installation of shutters and storm window panels complies with applicable building codes and provided that prior to installation or replacement of the hurricane shutters and storm window panels the Association has approved the installation. The installation of shutters and storm window panels shall comply with the Florida Building Code. Project specific installation plans and specifications including wind calculations, anchorage design and details, and applicable Product Evaluation Documentation shall be prepared by a Florida registered professional engineer and submitted for approval to the Association Board of Directors. The plans and specifications shall be approved by the Board of Directors prior to beginning installation. If the Board fails to act respond to a request to install shutters or storm windows within the thirty days after a submittal period, the plans and specifications shall be deemed approved. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein, shall not be deemed a material alteration to the common elements within the meaning of the Condominium Act. Any unit owner may display one portable, removable United States flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day Any unit owner may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

Unit owners or occupants must provide proof of liability insurance prior to commencing any repairs or renovations to their units. All repairs or renovations done by contractor must utilize licensed and insured vendors and the unit owners must provide the association proof of liability insurance for any vendor working within their unit prior to work commencing.

Section XIII of the Declaration is amended as follows:

AMENDMENT TO DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended ~~as to all matters~~ by recording such modifications in the Public Records of Brevard County, Florida, after approval by an affirmative vote of the members owning a majority of the voting interest in the condominium. ~~the owners of a majority of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the By-Laws and Articles of Incorporation of the Association.~~ No amendment to this Declaration shall be adopted which would operate to materially affect the validity or priority of any mortgage held by an institutional first mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers, interests or privileges granted in favor of any institutional first mortgagee ~~or in favor of the Developer~~ without the consent of all such mortgagees ~~or the Developer~~, as the case may be, or as otherwise required by the Federal National Mortgage Association of the Federal Home Loan Mortgage Corporation which consent may not be unreasonably withheld. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and by their respective institutional first mortgagees.

[No changes to remainder of Section XIII]

**AMENDMENT TO THE BYLAWS OF
HARBOR CLUB OF BREVARD CONDOMINIUM ASSOCIATION, INC.**

Section 8. C. of the Bylaws is amended as follows:

- C. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of ~~a majority of the entire membership of the Board of Administration, by an affirmative vote of~~ the members owning a majority of the voting interest in the condominium ~~or both as provided in these By-Laws. However, a proposed amendment that has been duly approved by the unit owners may not be vetoed or denied by the Board of Administration.~~ No By-Law shall be revised or amended by references to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law...for present text." Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the Association, and a copy thereof shall be recorded in the Public Records of Brevard County, Florida, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Directors and members. No amendment to the By-Laws is valid unless recorded with identification on the first page thereof of the book and page of the Public Records of Brevard County, Florida. Non-material errors or omissions in the by-law process shall not invalidate an otherwise promulgated amendment.