

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM,
SUMMER PLACE CONDOMINIUM ASSOCIATION of BREVARD, INC.**

(CHANGES are identified as follows: **additions** are indicated by underlining, **deletions** are indicated by ~~striethrough~~, and **omitted but unaltered provisions** are indicated by ellipses ...)

**ARTICLE VII COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND
ENFORCEMENT, LIMITATIONS,**

(as to paragraph # 10, sentence #4)

The lien shall be recorded in the Public Records in the county in which the condominium parcel is located and shall state the description of the condominium parcel, the name of the record owner, the amount due, the due dates, and the name and address of the Association which is SUMMER PLACE CONDOMINIUM ASSOCIATION OF BREVARD, INC., ~~1637 East Vine St., Ste E, Kissimmee, Florida. 34744~~ c/o Registered Agent (name and address), as listed in the company's Annual Report, filed with the Florida, Secretary of State, and commonly accessed online at www.sunbiz.org. No such lien shall continue for a longer period than one year after the claim of lien has been recorded, unless within that time, an action to enforce the lien is . . .

Notice of Contest of Lien

TO: SUMMER PLACE CONDOMINIUM ASSOCIATION OF BREVARD, INC., ~~1637 East Vine St., Ste E, Kissimmee, Florida. 34744~~ c/o Registered Agent (name and address), as listed in the company's Annual Report, filed with the Florida, Secretary of State, and commonly accessed online at www.sunbiz.org

. . .

(as to final paragraph, sentence #3)

A first mortgagee who acquires title to the unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the first mortgagee's receipt of the deed. However, the first mortgagee's liability is limited to a period not exceeding ~~six~~ twelve (12) months, but in no event does the first mortgagee's liability exceed one percent of the original mortgage debt if the first mortgagee joined the Association as a defendant in the foreclosure action. The person . . .

ARTICLE X USE RESTRICTIONS

B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests. The minimum rental period is ~~thirty (30)~~ ninety (90) days, and rentals are limited to three (3) times per year. No rooms may be rented and no transient tenants may be accommodated, otherwise no short-term rentals. 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. Time sharing of units ~~is prohibited, and~~ Ownership of a unit on a monthly or weekly, time sharing program is prohibited. 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. Unit owners shall provide to the Association, upon request, a redacted copy of the lease and application, which includes contact information (phone, email) for all occupants

of the Unit under the lease. The Association may also require owners to provide background check and other screening reports used for all lease applicants. All documents submitted shall have the following information redacted: Social Security/taxpayer identification numbers, passport/visa numbers, drivers' license numbers, and the birth month and day.

G. No sign, advertisement or notice of any type shall be shown on the common elements or any unit. This restrictions on signs, advertising and notices shall not apply to ~~the developer or~~ any institutional lender. No exterior antennas, aerials, ~~or~~ satellite dishes, ~~fixtures, devices or equipment~~ such as door bells, cameras, etc., (now referred to as "equipment" herein) shall be erected, or installed except as provided under uniform regulations promulgated by the Association, and shall require written request to, and approval from, the Board of Administration prior to installation. ~~The Developer or the Association after transfer of control of the Association to unit owners other than the Developer, may grant permission to record unit owners to install DSS satellite dishes which are presently approximately 18 inches in diameter. The Developer or the Association after turn over may grant written permission to the record unit owner and if granted shall designate the location of the DSS satellite antenna in writing prior to the installation of the satellite antenna.~~ The record unit owner shall be responsible for all costs related to the installation, maintenance, repair and replacement, as the case may be, of the ~~DSS satellite antenna equipment~~ and shall indemnify and hold the Association harmless therefor. Upon the sale of the unit by the record unit owner, ~~of the unit the DSS satellite antenna equipment~~ may be removed, at the owner's expense, or it may be transferred to the purchaser as part of the sale and purchase. In the event the ~~DSS satellite antenna equipment~~ is not removed by the record unit owner at closing, then by acceptance of the deed of conveyance by the purchaser, the purchaser shall be deemed to have assumed the responsibility for the maintenance, repair and replacement, as the case may be, of the ~~DSS satellite antenna equipment~~, together with the costs and expenses thereof, including the obligation to indemnify and hold the Association harmless therefor. This provision shall be deemed a covenant running with the land and shall be binding upon each successive owner of any condominium unit utilizing ~~a DSS satellite antenna equipment~~.

I. It is prohibited to hang, rugs, etc., from windows, patios or balconies, from any of the facades of the building. ~~It is prohibited to hang or dust rugs, etc., from windows, patios or balconies, or to clean rugs, etc., by beating on the exterior of the buildings, railings, staircases, or common elements' equipment and property.~~ 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 may display in a respectful way portable, removable official . . .

~~J.~~ **Section J of the Declaration has been deleted in its entirety.**

~~J. K.~~ There are ~~no~~ NO a) special parking ~~or~~, b) reserved parking spaces, or c) storage facilities located on the Condominium Property. No boats, utility trailers, recreational vehicles, ~~or special purpose vehicles shall be parked on the Condominium Property.~~ No motorhomes, trailer, campers, special purpose vehicles or commercial vehicles ~~may shall~~ be parked on the Condominium Property. No vehicle may be repaired or serviced on the Condominium Property. ~~All~~ No residents shall park any permissible vehicle ONLY on paved parking spaces, any driveway on the Condominium Property. ~~All owners and residents of the condominium NEVER on any grass or unpaved areas, never on (or obstructing) any pedestrian walkways.~~ Each Unit is ~~are~~ restricted to two (2) ~~permitted~~ permissible vehicles and two (2) unassigned parking spaces per unit without the Association's consent ~~to bring additional vehicles on the premises.~~ Any vehicle with visible advertising on the vehicle may be deemed a commercial vehicle, in the sole discretion of the Board of Administration. However, trucks with one (1) ton capacity or less

and sport utility vehicles will not be deemed to be commercial vehicles unless the Board of Administration deems the vehicle to be a commercial vehicle as set forth above. Permissible vehicles shall be registered with the Association by make, model and tag number, are required to be maintained in working condition, with current registration and valid license plates, and shall ONLY be parked so that the license plate is visible, from the centerline of community driveways, on routine inspections by the Association's authorized party and/or law enforcement (typically the vehicle is "NOT backed in"). Any vehicle may be temporarily parked on the streets for loading and unloading. Service vehicles are permitted to temporarily park on the streets while service is being performed on the condominium property. Except as provided above, prior written approval of the Association to temporarily park a commercial vehicle is required.

~~L.~~ **Section L of the Declaration has been deleted in its entirety.**

K. ~~M.~~ Two (2) household pets shall be allowed to be kept in the owner's unit, not exceeding twenty-five (25) forty (40) pounds each, which shall generally mean cats or dogs, and shall NOT allow aggressive, uncontrolled, dangerous or exotic animals, venomous snakes and birds which tend to make loud noises, unless otherwise approved by the Board of Administration, shall be allowed to be kept in the owner's unit. Feeding animals or pets outside of the owner's unit, and feeding wildlife are prohibited, and are subject to law enforcement action(s). All pets shall be registered with the Association, including Certificate of vaccination(s), picture, and proof of training, if applies. All pets must be kept on a leash when outside the owner's unit, leash(es) must be six (6) feet or less in length, and pets cannot be left unattended outside or on balconies at any time, nor are leash stakes to be installed or affixed onto any common elements of the Association (see also Brevard County, Code of Ordinances, Animals). Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance. Notwithstanding any provision to the . . .

~~L. N.~~ No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall unit owners sweep, wash or throw from the premises any dirt or other substance into any of the entrances, corridors, halls, walkways, streets, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the building or upon the grounds common elements. Trash must be bagged, tied securely, and deposited completely inside the dumpsters and recycle bins, not left on any grounds or ever outside the unit. A unit owner, or assigns, shall not place, store or use any item, upon any patio, balcony, terrace or porch without the approval of the Association, other than standard patio chairs, tables, and furnishings. ~~Gas or electric grills~~ and potted plants are permitted on balconies. Only Electric grills are permitted upon any patio, balcony, terrace or porch by FFPC (Fla. Fire Prev. Code). but eCharcoal grills, gas, wood burning and grills that are NOT electric, may be "used and stored" on the Property, as long as they are "used and stored" at least ten (10) feet from any buildings and common elements.

M. ~~O.~~ (no changes to language, just re-lettering)

N. ~~P.~~ (no changes to language, just re-lettering)

XII ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions,

alterations or improvements is required by law, ordinance and or municipal or county code (building, fire, safety, etc.), or shall have been approved by a majority of the unit owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all unit owners for the cost thereof as a common expense.

XXIV REMEDIES FOR VIOLATIONS

Each unit owner, each tenant and other invitee, and each association shall be governed by, and shall comply with the provisions of the Florida Condominium Act, the ~~4~~-Declaration, the documents creating the Association, and the Association By-Laws and Rules, and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for eviction or ejectment of tenants or other occupants by the Association as the agent of the unit owner,

damages for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a unit owner against: . . .

XXVI FINES

The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or ~~its~~ tenant or other occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association By-Laws, or reasonable rules of the Association. The Association may also suspend the use privileges of any owner, tenant, or other occupant for failure to pay any monetary obligation owed to the Association as provided by Section 718.303, Florida Statutes. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee, pursuant to Section 718.303 (3)(b), Florida Statutes, as amended. ~~The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine the fine may not be levied.~~ The provisions of this Article do not apply to unoccupied units.