

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Sonia A. Bosinger, Esq.  
ARIAS BOSINGER, PLLC  
605 E. Strawbridge Ave.  
Melbourne, FL 32901

\_\_\_\_\_ the space above this line is reserved for recording purposes \_\_\_\_\_

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
SHOREWOOD, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of SHOREWOOD COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM OF SHOREWOOD, A CONDOMINIUM, recorded in Official Records Book 3612, Page 3839, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM OF SHOREWOOD, A CONDOMINIUM, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 15<sup>th</sup> day of March, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XIII of the Declaration, as amended, by the affirmative vote of the owners of a majority of the units whose votes were cast in person or by proxy at the Meeting. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 15<sup>th</sup> day of March, 2017.

Signed, sealed and delivered  
in the presence of:

SHOREWOOD COMMUNITY  
ASSOCIATION, INC.

[Signature]  
(Sign - Witness 1)  
Scott Headrick

(Print - Witness 1)  
[Signature]  
(Sign - Witness 2)  
Kevin Palm  
(Print - Witness 2)

[Signature]  
(Sign - Witness 1)  
Gena Headrick  
(Print - Witness 1)

[Signature]  
(Sign - Witness 2)  
Michelle Sams  
(Print - Witness 2)

By: [Signature]  
(Sign)  
LAURENCE PUTCHINSKI  
(Print)

President, Shorewood Community  
Association, Inc.

Attest: [Signature]  
(Sign)  
Michael D. Mc Ara  
(Print)

Secretary, Shorewood Community  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF Brevard

The foregoing was acknowledged before me this 15<sup>th</sup> day of March,  
20 17, by Laurence Putchinski, as President, and Michael D. Mc Ara,  
as Secretary, of SHOREWOOD COMMUNITY ASSOCIATION, INC., a Florida not for profit  
corporation, on behalf of the corporation, who are personally known to me or who have produced  
\_\_\_\_\_ as identification.

NOTARY PUBLIC

[Signature] (Sign)  
KIMBERLY A POPP (Print)

State of Florida, At Large  
My Commission Expires:



**AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
SHOREWOOD, A CONDOMINIUM**

The following amendments are made to Article IV; Article VII; Article IX, Section A; Article X, Sections A, K, M, N, P, Q, R, S; and Article XXXI of the DECLARATION OF CONDOMINIUM OF SHOREWOOD, A CONDOMINIUM, recorded in Official Records Book 3612, Page 3839, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

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**IV.  
UNIT BOUNDARIES, COMMON ELEMENTS,  
AND LIMITED COMMON ELEMENTS**

The units of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the ~~perimeter~~ boundary walls, floors (excluding carpeting and other floor coverings) and ceilings of the units, the boundaries of the units are more specifically shown in Exhibit A, attached hereto. The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units, while the upper and lower boundaries of the units, relating to the elevations of the units, are shown in notes on said plan. Specifically, skim coat, plaster, drywall, plasterboard, wallboard, gypsum board, and other such materials shall not be considered as being within unit boundaries.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant. In addition, there are thirty-two (32) garages as shown on Sheet 6, of Exhibit "A". These garages are common elements for which the Developer reserves the right to designate the unit which shall be entitled to exclusive use of the garage. After such designation the garage shall be appurtenant to the unit and shall become a limited common element. The Developer may charge a fee for the assignment of these garages, in its sole discretion.

Any air conditioning and/or heating equipment which exclusively services a Unit shall be a Limited Common Element appurtenant to the Unit it services.

The common elements of the condominium unit consist of all of the real property, improvements and facilities of the condominium other than the units and the limited common elements as the same are hereinabove defined, and shall include easements through the units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units, limited common elements and common elements and easements of support in every portion of a unit which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of the units.

There are located on the common elements of the condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas.

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

The Board of Administration of the Association shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, but not be limited to, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the board to include any item in the annual budget shall not preclude the board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen (15%) percent of the total projected common expenses for the year. Each unit owner shall be liable for the payment to the Association of one-thirty-second (1/32) of the common expenses as determined in said budget.

Common expenses include the expenses of the operation, maintenance, repair, or replacement of the common elements, costs of carrying out the powers and duties of the Association and any other expenses designated as common expense by the Condominium Act, the Declaration, the Articles of Incorporation, or the Bylaws of the Association. Common expenses also include reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications, and security services, which are reasonably related to the general benefit of the unit owners, even if such expenses do not attach to the common elements or property of the condominium. However, such common expenses must either have been services or items provided from the date the control of the Board of Administration of the Association was transferred from the Developer to the unit owners or must be services or items provided for in the condominium documents or Bylaws.

After adoption of the budget and determination of the annual assessment per unit, as provided in the By-Laws, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first (1st) day of each month.

Each initial unit owner other than the Developer shall pay at closing a contribution in an amount at least equal to two monthly assessments for common expenses to the Developer. The

present monthly assessment is \$200.00 per month, therefor, the contribution is \$400.00. This contribution shall not be credited as advance maintenance payments for the unit.

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment ~~in excess of two hundred dollars (\$200.00)~~ which exceeds the current amount of the monthly assessment, and which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning a majority of the units in the condominium.

The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the board, either be returned to the unit owners or applied as a credit towards future assessments.

The liability for any assessment or portion thereof may not be avoided by a unit owner or waived by reason of such unit owner's waiver of the use and enjoyment of any of the common elements of the condominium or by abandonment of the unit for which the assessments are made.

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

Assessments and installments on them that are unpaid for over thirty (30) days after due date shall bear interest at the maximum rate permitted by law per annum from the due date until paid. If a payment is more than ten (10) days late, the Association may charge an administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or five percent of each installment of the assessment for each delinquent installment that the payment is late. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee shall not be subject to the provisions in Chapter 687 or Section 718.303(3), Florida Statutes.

The Association has a lien on each condominium parcel for any unpaid assessments with interest and for reasonable attorney's fees incurred by the Association which are incident to the collection of the assessment for enforcement of the lien. Except as set forth below, the lien shall be effective from and shall relate back to the recording of the original Declaration of

Condominium. In the case of lien on a parcel located in a phase condominium created pursuant to Section 718.403, Florida Statutes, the lien is effective from and shall relate back to the recording of the Declaration or amendment thereto creating the parcel. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. 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 Shorewood community Association, Inc., 607 Shorewood Avenue, Cape Canaveral, Florida 32920. 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 commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure. A claim of lien must be signed and acknowledged by an officer or agent of the association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

Notice of Contest of Lien

TO: SHOREWOOD COMMUNITY ASSOCIATION, INC.  
607 Shorewood Avenue  
Cape Canaveral, Florida 32920

You are notified that the undersigned contests the claim of lien filed by you on \_\_\_\_\_, 19\_\_, and recorded in Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_ of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

Signed: \_\_\_\_\_  
Owner, Agent or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage on real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or any action to recover a money judgment for unpaid assessments.

No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the unit owner of its intention to foreclose its lien to collect the unpaid

assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his last known address; and upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided above. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court; if the rights of the Association would be affected by such foreclosure; and if actual, constructive, or substitute service of process has been made on the unit owner.

If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent. The expenses of the Receiver shall be paid by the party which does not prevail in the foreclosure action.

The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it.

A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Within fifteen (15) days after request by a unit owner or unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For sale" signs and neither the other unit owners nor the association shall interfere with the sale of such units.

~~As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage, unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage.~~

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby.

In addition the Association may accelerate assessments of an owner delinquent in payment of common expenses. Accelerated assessments shall be due and payable on the date the claim of lien is filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

A unit owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments which come due while he is the unit owner. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. 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 mortgagee's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six months, but in no event does the first mortgagee's liability exceed one percent of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until 30 days after the date the first mortgage received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or one percent of the original mortgage debt, whichever amount is less.

The lien of the Association for Assessments or other monies shall be superior to all other liens save and except a purchase money first mortgage in favor of an institutional lender that secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years and which mortgage is recorded prior to the recording of a Claim of Lien by the Association. The lien of the Association for Assessments or other monies shall not be subordinate and inferior to the lien of any other mortgage or lien. The Association can recover from a new owner all delinquent amounts due in connection with the condominium parcel notwithstanding-how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure. This right of recovery will exist regardless of whether a lien has been recorded. This right of recovery will exist regardless of whether the delinquent amounts became due during the time the new owner of the condominium parcel held title or became due at a time that pre-dated that owner's acquisition of title. This right of recovery will exist regardless of whether the Association was the parcel owner prior to the new owner taking title. In addition, this right of recovery will include late fees, administrative fees, interest, attorney's fees and costs, including pre-litigation fees and costs incurred by the Association in the collection of delinquent amounts for the parcel or lot.

Notwithstanding the foregoing, with respect to a purchase money first mortgage in favor of an institutional lender secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years, or its successor or assignees, who acquire



title to a condominium parcel by foreclosure or by deed in lieu of foreclosure, such lender's liability respecting the unpaid Assessments or other monies that became due prior to the lender's acquisition of title shall be limited to the lesser of: (i) the unit's unpaid assessments which accrued or came due during the twelve (12) months immediately preceding the deed in lieu of foreclosure or certificate of sale and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The forgoing liability shall be governed by Fla. Stat. Ch. 718, as amended from time to time. The limitations on lender liability provided in this Section apply only if the lender filed suit against the Owner and initially joined Association as a defendant in the lender's foreclosure action when such action was first filed with a court, gave written notice to the Association that the mortgage held by such lender is in default prior to commencement of the foreclosure lawsuit, and any other requirement established by Fla. Stat. Ch. 718, as amended from time to time. Notwithstanding anything herein to the contrary, any parcel owner acquiring title by foreclosure shall be liable for all assessments accruing after the certificate of sale. The lender or its successor or assignees acquiring title to a parcel or lot shall pay all of the foregoing amounts owed within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle Association to record a claim of lien against the condominium parcel and proceed in the same manner as provided in this Declaration for the collection of unpaid Assessments and other amounts. The provisions of this Section shall not be available to shield a lender from liability for Assessments and other amounts in any case where the unpaid Assessments and other amounts sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for lenders included in this Section, a lender must give written notice to Association if the mortgage held by such lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the Assessments payable by such Owner with appropriate interest. If the Association's lien or its rights to any lien for any such Assessments, interest, expenses or other monies owed to the Association by any Owner is uncollectable, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successors and assigns.

To the extent that the Association forecloses upon its lien and becomes the owner of record title to a condominium parcel, the Association's lien shall survive that foreclosure, and all amounts due in connection with the Association's foreclosure including, but not limited to, past due Assessments, late fees, administrative fees, interest, attorney fees and costs shall be the joint and several liability of the Owner that was foreclosed by the Association and the new owner that takes title to the unit after the Association, and the Association shall have no liability for same. The new owner that takes title to the condominium parcel after Association's acquisition of title shall also be liable for Assessments, late fees, interest, accruing while title is vested in Association, and the Association shall have no liability for same.

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**IX.**  
**RESPONSIBILITY FOR MAINTENANCE AND REPAIRS**

- A. Each unit owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, interior fixtures such as electrical fixtures and wiring (including wiring within and through the unit, up to the electrical box located within the unit, which connects to common element electrical wiring) and plumbing fixtures and pipes (including those within and through the unit, up to and including the "cut-off" valve located within the unit, which connects to common element plumbing, and also including any of the lesser internal "cut-off" valves, specifically including, but not limited to, those servicing toilets, sinks, etc., directly), kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his unit and which may now or hereafter be affixed or contained within his unit. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his unit, although such equipment not be located in the unit, and of any and all wall, ceiling and floor surfaces, and screened balconies, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereon and screening on balconies and patios, screen doors, and fixed and sliding glass doors. Air conditioning and heating equipment servicing individual units is a limited common elements appurtenant to such units.

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**X.**  
**USE RESTRICTIONS**

- A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests and invitees. Each two-bedroom unit is restricted to no more than four (4) occupants and each three bedroom unit is restricted to no more than six (6) occupants, without the Association's consent. ~~There are no restrictions upon children.~~

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- K. No auto parking space may be used for any purpose other than parking automobiles, motorcycles, van and non-commercial pick-up trucks which are in operating condition with a current license tag. ~~Other vehicles such as commercial trucks, trucks, motorcycles, recreational vehicles, motorhomes, trailers, and boats, shall be parked in parking areas, open or enclosed, designated by the Board of Administration. In the event boats, motorhomes or recreational vehicles are permitted to be parked in designated areas, overnight camping in these vehicles 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 vehicles without the association's consent to bring additional vehicles on the premises. All vehicles shall be parked in the open parking spaces or garages except when loading or unloading vehicles. No commercial vehicle, boats, personal watercraft, mobile home, motor home, house trailer or camper or other recreational vehicle or equipment, horse trailer or van, or the like, shall be permitted to be parked or to be stored at any place on any portion of the condominium property, except parked within an assigned enclosed garage. The term "commercial vehicle" is defined to include vehicles with signage and/or advertising on them and/or which are used routinely in business. The Board of Administration may adopt reasonable rules and regulations governing the parking of vehicles on condominium property as it deems necessary and proper.

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- M. No animals, livestock, or poultry of any kind or size shall be raised, bred or kept in any unit, except that two (2) pets, not exceeding thirty-five (35) pound each, shall be allowed to be kept in the owner's unit. The term "pet" shall mean and refer to only domesticated species of dogs and cats. Any other type of animal must be approved in writing by the Board of Administration. All pets must be caged, carried, or kept physically restrained by on a leash when outside the owner's unit. Pet owners must maintain control of their pet(s) at all times. No pet shall be left unattended when outside of a unit at any time, or left unattended in any limited common element, including, but not limited to, patios and balconies. Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance. The Board of Administration may adopt reasonable rules and regulations governing pets as it deems necessary and proper. The provisions of this section shall not be construed to prohibit, limit or regulate in any way animals which qualify as "service animals" or animals used in the treatment or assistance of persons with disabilities, as provided for in applicable Federal and State laws.

- N. No unit owner shall allow anything whatsoever to fall from the window, patio, balcony, terrace, porch, or doors of the premises, nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls, patios, balconies, terraces or porches, elevators, ventilators, or elsewhere in the wilding or upon the grounds. A unit owner 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. In accordance with the Florida Fire Prevention Code, as may be amended from time to time, no hibachi, gas-fired grill, charcoal grill, or other similar device used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within ten feet (10') of any structure. Electric ranges, electric grills, or similar electrical apparatus shall only be permitted if allowed by Florida Fire Code. Gas or electric grills and potted plants are permitted on balconies but charcoal grills are prohibited.

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- P. All electric lights shall be turned off when the garage parking space is not occupied and all garage doors shall be kept closed at all times except when parking or removing cars from the garage, or except when resident is present in the garage.

- Q. The Association reserves the right to levy a charge to any unit owner using the enclosed parking garage to ~~store~~ utilize appliances, dehumidifiers, table saws or any other type of devices that use electricity.
- R. ~~Carpeting~~ Floor covering of any type on individual unit balconies or any common walk-ups is prohibited and the Association shall not grant permission to install ~~carpet~~ any type of floor covering on the individual unit balconies or walk-ups, except that door mats no larger than three feet (3') by three feet (3') in size shall be permitted.
- S. No commercial or business use may be carried on within a Unit. Nothing herein, however, shall preclude an owner from conducting In-Home Business Activities, as defined hereinafter, provided that such owner receives the prior written approval of the Board of Directors. Such approval may be withheld for any reason, including failure to pay assessments, in the Board's sole discretion. In-Home Business Activities as used herein shall only mean and include business activities conducted solely within a unit and which do not cause, create or entail any of the following:
1. increased vehicular traffic or parking within the condominium;
  2. clients, customers, or patrons visiting or entering the condominium;
  3. sales activity or solicitation within the condominium;
  4. any form of advertising or signage on or within the condominium;
  5. delivery of supplies or other items to any portion of the condominium; and
  6. any other manifestation of such business activity which may be construed a nuisance, in the sole, unfettered discretion of the Board of Directors.

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**XXXI.**  
**CABLE TELEVISION AND SATELLITE DISH**

The Association, through the approval of a majority of the members of the Association's Board of Administration at a properly-noticed Board of Administration's meeting, shall have the authority to contract for and implement, in any manner deemed reasonable or desirable by the Board of Directors, any bulk telecommunications, cable television, and/or Internet services contract or agreement for services for the Association. The Board of Administration shall have the authority to not renew any current contracts for bulk telecommunications, cable television, and/or Internet services once the terms of any current contracts have expired.

The cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense, and if not, such cost shall be considered common expense if it is designated as such in a written contract between the board of administration and the company providing the master television antenna system or the cable television service. The contract shall be for a term of not less than two years.

- A. Any contract made by the board for a community antenna system or duly franchised cable television service may be canceled by a majority of the voting interests present at the next regular or special meeting of the Association. Any member may make a motion to cancel said contract, but if no motion is made or if such motion fails to obtain the required majority at the next regular or special meeting, whichever is sooner, following the making of the contract, then such contract shall be deemed ratified for the term therein expressed.
  
- B. Any such contract shall provide, and shall be deemed to provide if not expressly set forth, that any hearing impaired or legally blind unit owner who does not occupy the unit with a nonhearing impaired or sighted person may discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such units, the owners shall not be required to pay any common expenses charge related to such service. If less than all members of an association share the expenses of cable television, the expense shall be shared equally by all participating unit owners. The Association may use the provisions of section 718.116, Florida statutes, to enforce payment of the shares of such costs by the unit owners receiving cable television.
  
- C. The Association has approved the installation of DSS type satellite dishes for the condominium property. The approved satellite dish is approximately 18 inches in diameter and may be bolted to an exterior wall of the condominium. Prior to the installation of a DSS type satellite dish the record owner of the condominium unit shall submit a written request for permission to install the satellite dish to the Association pursuant to rules promulgated by the Association. The Association shall determine the location of the satellite dish, in its sole discretion. All costs of installation, maintenance or repair of the satellite dish shall be the responsibility of the record owner of the condominium unit and the owner shall indemnify and hold the Association harmless therefor.

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