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Prepared by, record, and return to:  
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**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 3	#Names: 2	
Trust: 2.00	Rec: 13.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

**AMENDMENT TO DECLARATION  
 OF CONDOMINIUM OF CARMEL RETIREMENT  
 CONDOMINIUM ASSOCIATION, INC.**

This Amendment is made this 16 day of January, 2001, by Carmel Retirement Condominium Association, Inc.(hereafter "Association").

**WHEREAS**, the Association desires to amend the Declaration for the Carmel Retirement Condominium Association, Inc. ("Declaration"), which Declaration is located in Official Records Book 3565, Page 0174, Public Records of Brevard County, Florida; and,

**WHEREAS**, Section 6.1.1 of the Declaration provides for and allows amendment of the Declaration by the affirmative vote of two-thirds (2/3) of the Board of Directors of the Association; and,

**WHEREAS**, two-thirds (2/3) of the Board of Directors affirmatively approved the foregoing amendments on 3-15-2001.

**1. Section 16.2 of the Declaration is amended to provide as follows:**

16.2 Pets. No animal may be kept anywhere on the Condominium Properties unless it is a small bird or fish, a dog, a household cat or some other "household pet" (as defined by the Board of Directors) capable of being hand-carried and not weighing more than thirty (30) pounds. With the exception of birds and fish housed in a cage or aquarium within the Owner's Unit, no Owner may keep more than one (1) pet on the Condominium Property. No pet may be kept, bred or maintained for any commercial purpose or become a nuisance or annoyance to neighbors. Unit Owners must walk dogs in designated areas only and pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed or carried by hand at all times when outside the Unit. No animal may be kept on a balcony or terrace when its owner is not in the Unit. Without limiting the generality to Section 18 hereof, violation of the provision of this Paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property upon three (3) days' notice. ~~No renter may have a four legged pet of any type.~~

**2. Section 16.7 of the Declaration is amended to provide as follows:**

16.7 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases must be in writing and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. All leases shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. Subleasing of Units is prohibited. No lease of a Unit shall release or discharge the Unit Owner from the Unit Owner's compliance with this Declaration, or any of the Unit Owner's other duties as a Unit Owner. The leasing of Units shall also be subject to the prior

written approval of the Association, and all prospective tenants must be interviewed, before occupancy, by a member or designee of the Board. All Unit Owners will be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. ~~No Unit may be leased for an initial term of less than thirty (30) days. Also, at least 80% of the Units must be occupied by at least one person 55 years of age or older. If a Unit is leased and the tenant or lessee vacates the Unit prior to the expiration of thirty (30) days, the Unit may not be occupied by another tenant or lessee within thirty (30) days from the date that the prior tenant or lessee initially occupied the Unit. For example, if the vacating tenant or lessee initially occupied the Unit on January 15, 1995, the Unit may not be occupied by another tenant or lessee until February 15, 1995.~~

**No unit may be leased for a term of less than one (1) year. Also, it is the intention of the membership that the condominium be and remain housing for older persons, and the Board shall have the power to utilize practices and procedures necessary to ensure ongoing compliance with applicable law. The Board may require proof of age from residents at periodic intervals to document the foregoing. At least 80% of the Units must be occupied by at least one person 55 years of age or older. If a Unit is leased and the tenant or lessee vacated the Unit prior to the expiration of one (1) year, the Unit may not be occupied by another tenant or lessee within one (1) year from the date that the prior tenant or lessee initially occupied the Unit. For example, if the vacating tenant or lessee initially occupied the Unit on January 15, 2000, the Unit may not be occupied by another tenant or lessee until January 15, 2001.**

3. **Section 16.14 of the Declaration is amended to provide as follows:**

16.14 Parking. No parking space may be used for any purpose other than parking automobiles, motorcycles, or small, non-work trucks (used for transportation purposes) that are in operating condition. Recreational vehicles, motorhomes, trailers, boats, ~~and motorcycles, conversion vans,~~ trucks (other than small, non-work trucks used for transportation) or any other vehicles over 18 feet in length may not be parked in any parking space or parked or placed on any portion of the Condominium Property, unless permitted in writing by the Board of Directors. In the event that the Board of Directors permits recreational vehicles or motorhomes to be parked in designated areas, overnight occupancy of these vehicles is prohibited. No parking space may be used by any person other than a person properly occupying the Unit pursuant to Section 16.1, provided that the guest or visitor of a person properly occupying the Unit pursuant to Section 16.1 may use the parking space so long as such guest or visitor is actually visiting and upon the premises. **Any exceptions to the foregoing must be made by written request and may be approved or disapproved by the Board in its sole discretion. Owners of any noncompliant vehicles, if approved, may be required to park same in areas designated by the Board as a condition of such approval.**

THIS AMENDMENT shall be effective upon its recordation in the Public Records of Brevard County, Florida.

WITNESS our hands to seals set forth herein below this 16 day of January, 2001.

CARMEL RETIREMENT CONDOMINIUM ASSOCIATION, INC.



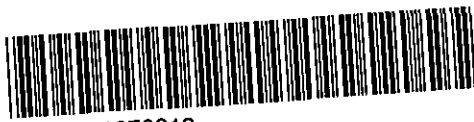
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OR Book/Page: 4328 / 0449

By: Robert J. Caytor  
President

By: Chmer G. Stein  
Secretary

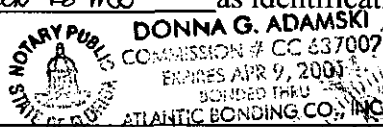
STATE OF FLORIDA  
COUNTY OF BREVARD



CFN:2001078612  
OR Book/Page: 4328 / 0450

The foregoing instrument was acknowledged before me, this 16 day of January, 2001 by R. Gentry, as President of the Carmel Retirement Condominium Association, Inc., who is personally known to me or who has produced Known to me as identification and who did not take an oath.

Notary Public: Donna G. Adamski  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, this 16 day of January, 2001 by Cherrie G. Stein, as Secretary of the Carmel Retirement Condominium Association, Inc., who is personally known to me or who has produced Known to me as identification and who did not take an oath.

Notary Public: Donna G. Adamski  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

