

**CERTIFICATE OF AMENDMENTS**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**HARBOR ISLES, a CONDOMINIUM**

**And to**  
**BYLAWS**  
**OF**



CFN:2005049424 02-14-2005 09:10 am  
OR Book/Page: 5421 / 7561

**HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC.**

THE UNDERSIGNED Officers of the HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., the not-for-profit Florida corporation organized and existing to operate and maintain HARBOR ISLES, a Condominium, according to the Declaration of Condominium thereof, as originally recorded in O.R. Book 2731, Page 0575, et. seq., Public Records of Brevard County, Florida, as amended, hereby certify and confirm that the following amendment to the Declaration, and to the Bylaws which were originally recorded at O.R. Book 2731, Page 0652, et. seq., of the Public Records of Brevard County, Florida, were approved at the annual membership meeting held November 30, 2004, by not less than sixty-seven percent (67%) of the Association membership present (in person or by proxy) and voting in favor of the proposed Declaration amendment, and by not less than a majority of the entire Board of Directors and a majority of the entire Association membership voting in favor of the proposed Bylaw amendment. The undersigned certify that the amendment was proposed and adopted in accordance with the condominium documents, and applicable law.

**Additions indicated by underlining**  
**Deletions indicated by strike-through**  
**Unaffected, omitted, language indicated by ...**

**Scott Ellis**  
Clerk Of Courts, Brevard County  
#Pgs: 3 #Names: 2  
Trust: 2.00 Rec: 25.00 Serv: 0.00  
Deed: 0.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

**DECLARATION**

X

**USE RESTRICTIONS**

...

B. The apartment may be rented provided the occupancy is only by one (1) lessee (hereinafter, "tenant") and members of his immediate family and guests. Leasing of apartments for a period of less than ninety (90) days is prohibited. No apartment shall be leased for more than two (2) such periods in any calendar year provided that, no owner, other than the Association, shall enter into a lease, rental agreement or other similar conveyance or use of an apartment during the first year of ownership of the apartment. No rooms may be rented and no transient tenants may be

**This Instrument Prepared By:**  
**C. JOHN CHRISTENSEN, ESQ.**  
Becker & Poliakoff, P.A.  
2500 Mainland Center Parkway, Suite 209  
Maitland, FL 32751

accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. Subleasing of apartments is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association, including the following provisions. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy an apartment as a tenant, family member of a tenant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant and all proposed occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and his or her spouse, if any, and all proposed occupants of an apartment, as a condition for approval. All leases shall be on a uniform form of lease, or lease addendum, if so promulgated by the Association. Uniform leases, addenda and all other leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform lease, or addendum, and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the apartment owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The apartment owner shall have the duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the apartment owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the apartment owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation, the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the apartment owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the apartment owner, which shall be secured by a continuing lien in the same manner as assessment Charges.

...

**(The remainder of the Declaration is unchanged.)**



CFN:2005049424

OR Book/Page: 5421 / 7562

## BYLAWS

### 4. BOARD OF ADMINISTRATION AND OFFICERS

A. ~~The Board of Administration shall consist of three (3) directors until turnover of control of the Association by the Developer at which time it shall increase to five (5) directors. Any unit owner desiring to be a candidate for Board membership can be nominated from the floor at the annual meeting of the membership.~~ Each director elected at the first annual meeting of the membership thereafter shall serve for the term of one (1) year until the 2005 annual meeting, at which meeting the two (2) elected directors receiving the fewest number of votes shall serve for one-year terms, and the remaining three (3) elected directors shall serve for two-year terms. At subsequent annual meetings after 2005, directors shall be elected for two (2) year terms, in a staggered fashion to result in the election of approximately one-half of the Board each year; provided that, the Board, at a duly convened Board meeting occurring at least sixty (60)

days prior to the annual election of directors, may establish a term of one (1) or two (2) years in regard to directorship(s) to be filled at such annual election in order to preserve the proper staggering of the election of directors. A Director's term ends at the annual election at which his successor is to be duly elected, or at such other time as may be provided by law, or until his successor is duly elected.

...

(The remainder of the Bylaws is unchanged.)



Executed this 27<sup>th</sup> day of January, 2005.

CFN:2005049424  
OR Book/Page: 5421 / 7563

Signed, sealed and delivered  
in the presence of witnesses:

HARBOR ISLES CONDOMINIUM  
ASSOCIATION OF BREVARD, INC.

Laurad Morris  
Print LAURAD MORRIS

By: Armand H. Gaudreault  
Print ARMAND H. GAUDREULT  
President

Marilyn A. Rigerman  
Print MARYLYN A. RIGERMAN

Address 630 S. BREVARD AVE #136  
COCONA BEACH, FL 32931

ATTEST:

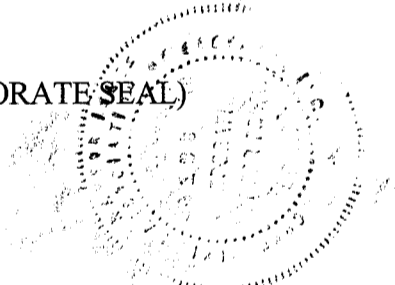
Laurad Morris  
Print LAURAD MORRIS

By: Charles A. Padgett  
Print CHARLES A. PADGETT  
Secretary

Marilyn A. Rigerman  
Print MARYLYN A. RIGERMAN

Address 540 S. BREVARD AVE. #411  
COCONA BEACH, FL 32931

(CORPORATE SEAL)



STATE OF FLORIDA )  
COUNTY OF Brevard )

BEFORE ME, the undersigned authority, personally appeared Armand Gaudreault and Charles Padgett, to me personally known to be the President and Secretary, respectively, of HARBOR ISLES CONDOMINIUM ASSOCIATION OF BREVARD, INC., or having produced [Signatures] as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 27<sup>th</sup> day of January, 2005.

Marilyn A. Rigerman  
Notary Public, State of Florida at Large.  
Printed Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

155695\_1.DOC

Charles Poliakoff PA  
2500 Maitland Center Pkwy  
Ste 209  
Maitland, FL 32751 3

