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PREPARED BY & RETURN TO:  
E. C. (SCOTT) WRIGHT, ESQ.  
101 S. Miramar Ave.  
Indialantic, FL 32903

CERTIFICATE OF AMENDMENT TO DECLARATION  
OF CONDOMINIUM

PEPPERTREE EAST CONDOMINIUM

WHEREAS, the members of the PEPPERTREE EAST CONDOMINIUM,  
INC., desire to amend the Declaration of Condominium of  
PEPPERTREE EAST CONDOMINIUM, pursuant to Article VIII of said  
Declaration of Condominium, and

WHEREAS, a meeting of the membership was held \_\_\_\_\_

May 13, 1986, and

WHEREAS, the amendments set forth below were approved in the  
manner set forth by the Declaration of Condominium and Bylaws of  
PEPPERTREE EAST CONDOMINIUM, INC.

NOW, THEREFORE, the Declaration of Condominium of PEPPERTREE  
EAST CONDOMINIUM, recorded in Official Records Book 1926, Page  
505, Public Records of Brevard County, Florida, is amended as  
follows:

Chapter V, Article 1 is amended to read as follows:

Each apartment is hereby restricted to  
residential use by the owner or owners  
thereof, their immediate families, guests,  
invitees, and tenants. No unit may be  
occupied on a permanent basis by more than  
four (4) persons, consisting of not more  
than two (2) adults (over age eighteen  
(18)) and two (2) minor children (under age  
eighteen (18)). The minor children shall  
be the natural or adoptive offspring of one  
or both of the adults. Whether or not an  
individual is residing in a unit on a  
permanent basis shall be determined from the  
particular circumstances of each case. In  
any event, an individual residing on the  
premises for a continuous period of more  
than fourteen (14) days in any six (6) month  
period shall be presumed to be a permanent  
resident.

The eighth complete paragraph of Article 2 under Chapter V  
is amended as follows:

An apartment owner has the right to rent his  
apartment, provided that no unit may be rented  
for a term of less than three (3) months or  
more than one (1) time in any calendar year.  
Upon a majority vote of the Board of Directors,  
these rental restrictions may be waived. Waivers  
shall be considered by the Board only in unusual  
and compelling circumstances constituting extreme  
hardship upon the apartment owner. Each applica-  
tion for a waiver of the rental restrictions shall  
be in writing from the apartment owner and shall  
set forth a full and complete statement of all  
facts and circumstances upon which the apartment  
owner's request for a waiver is based. No waiver  
granted by the Board of Directors shall be considered  
as a precedent for subsequent waiver requests,  
nor shall granting any waiver request affect the  
association's ability to subsequently enforce the

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terms of these rental restrictions.

The eleventh complete paragraph of Article 2 under Chapter 2 is amended as follows:

All sales, transfers, leases, or any other disposition of condominium units shall be subject to the written approval of the Association in accordance with its By-Laws. Each owner shall furnish to the Association notice in writing of his intention to accept a bona fide offer to purchase, lease, or otherwise dispose of his unit together with written evidence thereof within seven (7) days prior to the effective date of such disposition and the Association shall then have seven (7) days from the receipt thereof within which to approve or disapprove the same. If disapproved, the Association shall have the option to purchase or lease or otherwise acquire upon the same terms and conditions under which the owner intended to sell or lease. Notice in writing of the exercise of this option to purchase or lease will also be delivered within seven (7) days from the receipt of the aforesaid written notice required to be given to the Board of Directors and sale or conveyance or lease thereof will be completed diligently and within a reasonable time thereafter. The approval by the Board of Directors of the Association in any instance of any such sale or lease shall not constitute, or be deemed to be a waiver of the necessity for such consent or approval to any further conveyance or lease or to any assignment or subletting of any previously approved lease. Failure of the Association to exercise its option after receipt of written notice by an owner of his intent to sell or lease within a period of seven (7) days shall be deemed consent by the Association to the transaction specified and owner shall be free to consummate the particular sale or lease. The subletting of said unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of owners under the Condominium Plan covenants shall continue, notwithstanding the fact that they may have leased or rented said interest as provided hereby. The owner shall accompany the initial notice required under this paragraph with a non-refundable fee of fifty dollars (\$50.00) payable to the association. The fee shall be used to meet and defray the expenses incident the response to a unit owner's notice of intention to sell, transfer, lease or to otherwise dispose of any interest in a unit. In the event said fee is not received by the Association within thirty (30) days following closing upon the approved sale of an apartment, the association may recover said fee from the selling apartment owner as well as all costs of collection including attorney's fees whether suit be brought or not. *WJP 6/16/56 JMD 6/16/56*

Section 5(e) of the By-Laws is amended as follows:

The Treasurer shall have custody of all property of the Association, including funds, securities and evidence of indebtedness. He shall keep the books of

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indebtedness. He shall keep the books of the Association in accordance with good accounting practices. No less than quarterly the Treasurer shall submit to the Board of Directors, a written report of income, disbursements and cash on hand. The report shall be made a part of the Association's permanent record.

PEPPERTREE EAST CONDOMINIUM, INC.

Dated: 6-16-86

By: Scott Potter  
Scott Potter, President

Attest:

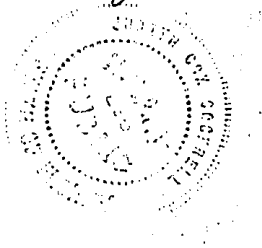
Jeannette Potter  
Jeannette Potter, Secretary

STATE OF FLORIDA:

COUNTY OF BREVARD:

BEFORE ME, this day, personally appeared SCOTT POTTER and JEANNETTE POTTER, to me well known and known to me to be the President and Secretary, respectively, of PEPPERTREE EAST CONDOMINIUM, INC., and the persons described in the foregoing instrument, and they acknowledged to and before me according to law, that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 16 day of June, 1986.



Judith Cox Cochell  
Notary Public  
State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION EXPIRES MAY 31 1987  
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