

PREPARED BY: KRISTI KETNER
RETURN TO:
OCEAN GARDENS TOWNHOMES
104 OCEAN GARDEN LN
CAPE CANAVERAL FL 32920

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AMENDMENTS TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS
FOR
OCEAN GARDENS TOWNHOME OWNERS ASSOCIATION, INC.

These Amendments to DECLARATION are made this 14th day of February, 2017. These Amendments supersede only the following affected sections.

ARTICLE V
MAINTENANCE ASSESSMENTS

7. THE EFFECT OF NON-PAYMENT OF ASSESSMENTS: THE LIEN: REMEDIES OF THE ASSOCIATION:

- a. Late Fees: Monthly Assessments shall be due on the 1st day of the month for that month. Upon such time that the Monthly Assessment is not received by the 10th day of the month, a Late Fee shall be applied. The Late Fee shall be \$10.00 (ten dollars). In the event the 10th of the month falls on a Saturday, Sunday, or Monday of a Federally recognized Holiday, the due date to avoid incurring a Late Fee will be the immediate Monday or Tuesday when normal banking business resumes.

Late Fees on any Special Assessments will incur a Late Fee if not received within 10 days of the due date. The Late Fee will equal 10% of the Special Assessment or \$10.00, whichever is greater.

The Board of Directors will have the authority to waive Late Fees under reasonable circumstances and when approved by a majority of the Board of Directors during a regularly scheduled meeting. Reasonable circumstances include payments that are lost in transit and the owner has a 12-month history of on-time payments, payments that are destroyed in the mail, verifiable medical/emergency hardships, natural or man-made disasters that result in unanticipated bank closure(s), when the owner is under a Board approved payment plan thus late fees are not continuing to accrue.

If past due Assessments and Late Fees are not satisfied within the calendar year in which they are incurred, the unpaid balances shall bear interest at the rate of 5% annually, compounded annually. All Late Fees will continue to be due and

accrue interest until paid in full. Additionally, any unpaid balances exceeding \$1,000.00 shall have a lien placed against the property in accordance with the below.

- b. **Liens:** While all unpaid Assessments and late fees will continue to be due until paid, the Association shall cause a lien on each lot for any unpaid assessments and Late Fees with an unpaid balance of more than \$1,000.00, interest thereon, advances, costs, and reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien against the Owner of such lot. In the event that an owner's unpaid balance continues for more than twenty-four (24) consecutive months without a Board approved payment plan, the Association shall cause a lien on each lot in the same manner. All such liens shall be subordinated to the lien of a mortgage or other lien recorded prior to the time of the recording of the Claim of Lien.

The lien shall be effective from and after the time of recording in the Public Records of Brevard County, Florida, a Claim of Lien describing the lot, the record owner(s) and the amount due and the date when due. The Lien shall continue in effect until all sums secured by the Lien shall have been fully paid. Once fully paid, the satisfaction of Claims of Lien shall be signed and verified by an officer or agent of the Association and such proof of satisfaction of the Lien recorded.

- c. **Remedies of the Association:** The Board of Directors may take such actions as it may deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if it deems it is in the best interest of the Association. A delinquent Owner shall pay all costs, including reasonable Attorney's fees incurred by the Association incident to the collection of such assessment, together with all sums advanced and paid by the Association pertaining to such lot, such as for taxes, mortgage and insurance. The Lien shall be deemed to cover additionally said costs and advances. The filing of one action shall not be a bar for filing of other actions. The Association through its Board of Directors will be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien; and it may apply as a cash credit against its bid and all sums due the Association covered by the lien, the Owner shall be required to pay a reasonable rental for the unit. The Plaintiff in such foreclosure action will be entitled to the appointment of a receiver to collect the same from the Owner or Occupant, or both. A suit to recover a money judgement for unpaid assessments may be maintained without waiving the lien securing the same.

The AMENDMENT hereby amends the Declaration of Restrictions and Protective Covenants recorded in the Official Records Book 3246, Page 3687, November 19, 1992, Public Records of Brevard County, Florida.

ARTICLE VI

GENERAL RESTRICTIVE COVENENTS

3. **ARCHITECTURAL CONTROL:** No building, wall, fence, or other structure or improvement of any nature shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping has been approved by the Board of Directors of the Association.

a. Each building must provide continuity with the rest of the development to include the following:

1) All must appear to be a semi-detached townhome with stucco and stucco banding encircling the home.

2) Garages must be centered in the front of the structure, have no more than 2-single car garages or 1-two car garage per unit but the same total count for the two units, have a separated driveway going to each unit, and be separated by a section/wall/stucco to ensure the look of 2 separate townhomes.

3) Front doors are to be set back along the sides of the structures and less visible from the road.

4) Exterior paint, shingles and driveways of units on the same structure must be of the same materials and colors.

b. Any change in the exterior appearance of any building, wall, fence, or other landscaping shall be deemed an alteration requiring approval.

c. The Board of directors shall have the power to develop and disseminate such rules and regulations, including aesthetic reasons, as it deems necessary to carry out the provisions and intent of this Paragraph.

4. **EXTERIOR APPERANCE AND LANDSAPING:** The Association shall maintain the landscaping, including the trees, shrubs, lawns, flower beds, walkways, and ground elevations. However, landscaping changes to the afore mentioned items that are made by the owner without documented prior approval of the Board, and the owner refuses to rectify/undo the changes, shall not be the responsibility of the Association to maintain. The owner's failure to get approval shall be noted in a Board meeting and documented as the owner's responsibility to maintain will remain with the property regardless of a change in ownership.

a. Aluminum foil or reflective materials may not be placed on windows of glass doors.

b. Discretely located home security equipment is permitted.

c. Side and back yards that are behind the owner's fence or wall, and thus not visible to the street, or beyond the front door when no fence or wall is present, are not the responsibility of the Association.

This AMENDMENT hereby amends the Declaration of Restrictions and Protective Covenants recorded in the Official Records Book 3246, Page 3688, November 19, 1992, Public Records of Brevard County, Florida.

ARTICLE VII

GENERAL RESTRICTIVE COVENANTS

10. VEHICLES:

a. All motor vehicles (defined as automobiles, motorcycles or trucks used to transport persons or property and propelled by power other than muscular power) shall be kept in driveways or closed garages and shall be maintained in working condition with a valid current vehicle registration tag.

b. All motor vehicles must be parked in accordance with the City of Cape Canaveral's Code of Ordinances and/or State of Florida Statutes. At any time that the City or State rules change creating a conflict with this section, the Code of Ordinances and/or State Statutes stand.

c. There shall be no parking/storage of the following: boats, recreational vehicles of any type, trailers of any type or similar property outside of closed garages.

d. Long term parking in the designated area for visiting motor vehicles shall only be permitted if the owner cannot accommodate the visitor's vehicle in their driveway. Long term is to be defined as a period not to exceed fourteen (14) consecutive days and may not reoccur in less than thirty (30) days. Designated area is in the common area located in the south-end of the circle, but not blocking access to the mail boxes or yard debris pickup area on the scheduled day. The 14 days shall not be exercised repeatedly and is for visitors only. Any extension to the 14 days must be approved, in writing by the Board of Directors.

e. Short term parking exceptions may be provided for motor vehicles that cannot fit within an enclosed garage, such as recreational vehicles or moving trucks and trailers to allow for loading/unloading for no more than two (2) consecutive days between dawn to dusk, no overnight. Requests and approvals must be in writing.

f. Any violation of the above could result in the ticketing and/or towing of the vehicle(s) upon which the Association assumes no liability for.

This AMENDMENT hereby amends the Declaration of Restrictions and Protective Covenants recorded in official Records Book 5536, Page 3362, September 19, 2005, Public Records of Brevard County, Florida.

IN WITNESS THEREOF, the undersigned has hereunto set their hand and seal on the 14th day of February, 2017.

Kristie Kettler, President, Ocean Gardens
Townhome Owners Association, Inc.
(OGTOA)

Witness: Susan Nassoioy, Treasurer, OGTOA

Witness:

LIZ LAMMANDEVILLE

STATE OF FLORIDA
COUNTY OF Brevard



The foregoing instrument was acknowledged before me, this 14th day of February, 2017, by KRISTI KETTLER, President, who is personally known to me and who did take an oath.

Notary Public