

**This Instrument Prepared by
and Record and Return to:**
Luis D Carreja, Esq
Watson, Soileau, DeLeo & Burgett, P A
3490 North US Highway 1
Cocoa, Florida 32926
Our File No 9134.071192

**CERTIFICATE OF AMENDMENT
TO DECLARATION FOR
MARINA VILLAGE CONDOMINIUM ASSOCIATION OF BREVARD, INC.**

Pursuant to Section 718.112(1), Florida Statutes (2025), and the provisions of the Declaration of MARINA VILLAGE, A CONDOMINIUM, provided in the Declaration recorded in Official Records Book **5450**, Page **1981**, Public Records of Brevard County, Florida and pursuant to the approval of the Association at the duly-noticed meeting thereof, which was held on July 29, 2025, the Declaration is amended as follows:

- 1. The fifth paragraph under Article IV shall be amended to the Declaration as follows:**

IV
UNIT BOUNDARIES, COMMON ELEMENTS,
AND LIMITED COMMON ELEMENTS

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, ventilation and dryer 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.

2. **Article IX(B) of the Declaration shall be amended to provide as follows:**

IX
RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

B. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, and all conduits, ventilation and dryer ducts, plumbing, sprinkler systems, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, shall also be the Association's responsibility. Sliding glass doors, screen doors, storm shutters on balconies and windows, windows and screens on windows or balconies, shall not be the Association's responsibility, but shall be the responsibility of the unit owner. Should any damage be caused to any unit be reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage.

3. **Article X(A) of the Declaration shall be amended to provide as follows:**

ARTICLE 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 unit is hereby restricted to no more than ~~six (6)~~ two (2) occupants per bedroom, without the Association's consent. ~~Residents under eighteen (18) years of age are prohibited at the present time.~~

The condominium is intended and operated for at least eighty (80%) percent of the occupied units to be occupied by at least one (1) person fifty-five (55) years of age or older. ~~This restriction is imposed because of the inability of the Developer to comply with the Florida concurrency laws due to the fact that Merritt Island High School and possibly other schools have exceeded their capacity and until additional capacity is available Brevard County has imposed this restriction upon the Developer. The Developer has been informed that the Brevard County School Board has plans in place to alleviate the overcrowding at Merritt Island High School and assuming there are no other Merritt Island Schools over capacity, it may be possible to lift this restriction in the Declaration of Condominium in the future by amending the Declaration of Condominium if that is the wish of the membership. Upon the over crowding at Merritt Island High School and any other schools being resolved, all age restrictions may be removed upon the affirmative vote of a majority of the unit owners to amend the Declaration of Condominium. Upon overcrowding of schools being~~

~~alleviated, upon request, the School Board will issue a certificate to Developer or the Association stating that no Merritt Island Schools exceed capacity. This certificate may be used to remove the age restrictions set forth herein as set forth in the Binding Development Plan. An amendment to the Declaration of Condominium will be required to remove the age restrictions.~~

~~The age restrictions imposed upon the residents of the condominium are the result of the Brevard County School Board determining that the capacity of Merritt Island High School has been exceeded at this time and therefore the intent is to prevent children from attending Brevard County schools until such time as sufficient capacity exists and the school board removes the classification of Merritt Island High School or any other Merritt Island School as exceeding its student capacity.~~

4. Article X(H) of the Declaration shall be amended to provide as follows:

H. An owner shall not place or cause to be placed in the walkways, except in alcoves or cantilevered areas, or in or on any other common elements and facilities, stair, or stairwells, any furniture, packages or objects of any kind. Such areas shall be used for no other reason than for normal transit through them. The Association may permit a unit owner to place small potted plants near the front doors of the unit so long as the potted plants do not protrude into or block access to the common walkways. The Association reserves the right to restrict or prohibit the placement of potted plants on the common elements.

5. Article X(I) of the Declaration shall be amended to provide as follows:

I. It is prohibited to hang garments, rugs, sheets, etc., from the windows, patios or balconies from any of the facades of the buildings or to clean rugs, etc., by beating on the exterior of the buildings.

6. Article X(J) of the Declaration shall be deleted in its entirety and intentionally omitted as follows:

J. ~~It is prohibited to hang dust rugs, etc., from windows, patios or balconies or to clean rugs, etc., by beating on the exterior of the buildings.~~
INTENTIONALLY OMITTED.

7. Article X(K) of the Declaration shall be amended to provide as follows:

K. There are no special parking or storage facilities located on the condominium

property. ~~No boats, utility trailers, recreational vehicles or special purpose vehicles shall be parked on the condominium property except in areas designated by the Board of Administration, if any and with the Association's prior written consent. No motorhome, trailer, camper, watercraft, or commercial vehicle. No watercraft, boats, trailers of any kind, motorhomes, campers, RVs, commercial vehicles or special purpose vehicles may be parked on the condominium property. No resident shall park any vehicle on any street.~~ Any vehicle with visible advertising on the vehicle may be deemed a commercial vehicle, in the sole discretion of the Board of Administration. However, trucks with one (1) ton capacity or less and sport utility vehicles will not be deemed to be commercial vehicles unless the Board of Administration deems the vehicle to be a commercial vehicle as set forth above. Any vehicle may be temporarily parked on the streets and driveways for loading and unloading. Non-motorized boats or watercraft may not be stored or kept on the common elements of the condominium except with the Association's prior written consent. Service vehicles are permitted to park on the streets and driveways while repairs are being made. Prior written approval of the Association to temporarily park a commercial vehicle is required and may not exceed four (4) forty-eight (48) hours periods in any year. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the condominium property. There shall be no repair, except emergency repair, performed on any permitted motor vehicle on the condominium property. It is acknowledged and agreed by all Unit Owners that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other Owners in this condominium and that levying of fines by the Association for violations is appropriate. See Article XXVI Fines for Procedures for Levying Fines by the Association. 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 no more vehicles than the number of garage spaces owned or leased ~~two (2) permitted vehicles per unit~~ 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.

8. Article X(M) of the Declaration shall be amended to provide as follows:

- M. Two pets, not exceeding ~~thirty-five (35)~~ eighty (80) pounds ~~each~~ total, shall be allowed to be kept in the owner's unit. All pets must be kept on a leash when outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pets in the common elements. Pets shall not create a nuisance.

9. Article X(N) of the Declaration shall be amended to provide as follows:

N. With the exception of pre-scheduled clean up days, No no unit owner, contractor or repair person 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 building 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. Gas or Only electric grills and potted plants are permitted on balconies, but Gas and charcoal grills are prohibited.

10. Article X(P) of the Declaration shall be amended to provide as follows:

P. Carpeting of any type, with the exception of an Association approved door mat, on individual unit balconies or any common walk-ups is prohibited and the Association shall not grant permission to install carpet on the individual unit balconies or walk-ups.

11. Article X(R) of the Declaration shall be amended to provide as follows:

R. No lease of a Boat Slip shall release or discharge the Owner thereof with compliance with this Section X of any of his other duties as a Boat Slip Owner. Time sharing of Boat Slips is prohibited. Ownership of a Boat Slip on a monthly or weekly time sharing program is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation, By-Laws, and the Rules and Regulations of the Association ~~and shall be approved in writing by the Association.~~

12. Article X(X) of the Declaration shall be amended to provide as follows:

X. No sign, advertisement or notice of any type shall be shown on the Marina or any Boat Slip. No sign, advertisement or notice of any type including For Sale signs shall be shown or displayed on the vessel's in the Marina, ~~except "for sale" signs that have been previously approved by the Board of Administration.~~ This restriction on signs, advertising and notices shall not apply to the Developer or any institutional lender. No antennas, aerials or satellite dishes may be placed on the marina property by the Boat Slip owners, their guests or invitees. All such antennas, aerials or satellite dishes may be maintained completely within the vessels located within the Boat Slips but under no circumstances shall these items be placed upon the marina property.

13. Article X(Y) of the Declaration shall be amended to provide as follows:

Y. An Owner shall not place or cause to be placed in the walkways on the piers or docks any furniture, packages or objects of any kind without the prior written consent of the Association, with the exception of one white dock box approved by the Association and of a size not to exceed 85"L x 28"W x 29"H. Such areas shall be used for no other reason than for normal transit through them.

14. Article X(Z) of the Declaration shall be amended to provide as follows:

Z. Boat maintenance or repair activities requiring removal of the vessel from the Marina water or removal of major portions of the vessel (including the engine) shall be prohibited except as necessary in an emergency to prevent sinking of the vessel. Minor repairs and boat maintenance that will not cause or contribute to the release of water pollutants in violation of any applicable law may be performed by Owners or qualified marine mechanics.

15. Article X(MM) of the Declaration shall be amended to provide as follows:

MM. In case of an emergency originating in or threatening any Boat Slip or vessel regardless of whether or not the Owner is present at the time of such emergency, the Association shall have an immediate right but not the obligation, to enter any Boat Slip or vessel for the purpose or remedying or abating the cause of such emergency. ~~To facilitate entry in the event of any such emergency, the Association may require Owners to provide the Association with a key to all vessels and other water craft brought into the Marina.~~

16. Article X(OO) of the Declaration shall be deleted in its entirety as follows:

~~OO. Boat Slip Owners must provide the Association with keys to all vessels or watercraft kept in their Boat Slip for emergency purposes.~~

17. Article XI of the Declaration shall be amended to provide as follows:

XI
LIMITATIONS UPON RIGHT OF OWNER
TO ALTER OR MODIFY UNIT

No owner of a unit shall make any structural modifications or alterations of the unit without prior approval from the Board of Administration. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the buildings including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning

units and other things which might protrude through or be attached to the walls of the buildings further, no owner shall in any manner change the appearance of any portion of the buildings not wholly within the boundaries of the unit. The Association will adopt hurricane shutter specifications for each building and will permit the installation of hurricane shutters for any balcony and storm window panels for the windows provided the color of the shutters and storm window panels is the color approved by the Association and the installation of shutters and storm window panels complies with applicable building codes and provided that prior to installation or replacement of the hurricane shutters and storm window panels the Association has approved the installation. The installation, replacement, and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed material alterations to the common elements within the meaning of the Condominium Act. Any unit owner may display one portable, removable United States flag or State of Florida flag in a respectful way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day any unit owner may display in a respectful way portable, removable official flag, not larger than four and one-half (4½) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. Boat lifts may be installed in the Marina and any proposed alteration or addition to a pier, or to a Boat Slip, wherever located, may be made, only with the prior written consent of the Association. All boat lifts and all additions and alterations shall comply with applicable codes. Nothing herein shall empower the Board to alter the existing dimensions of any Boat Slip, which are controlled by the provisions of the Declaration and Exhibits.

18. Article XXXI(C) of the Declaration shall be deleted in its entirety as follows:

XXXI

CABLE TELEVISION AND SATELLITE DISH

~~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.~~

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its name and by its undersigned officer, this 4th day of September, 2025, for purposes of recording in the Brevard County Public Records as required by the Florida Condominium Act.

CERTIFICATE OF ASSOCIATION

The undersigned officer of MARINA VILLAGE CONDOMINIUM ASSOCIATION OF BREVARD, INC. hereby certifies that the foregoing Amendment to the Declaration of Condominium was adopted by the Association at a duly called meeting held on July 29, 2025.

**MARINA VILLAGE CONDOMINIUM
ASSOCIATION OF BREVARD, INC.****WITNESSES:**

X Michelle Bean
 Print Name: Michelle Bean
 Address: 1705 Sandy Ct.
Merritt Island FL 32952

X Dan Woolbright
 Print Name: DAN WOOLBRIGHT
 Address: 550 S. BANANA RD. #1501
Mt. FL 32952

BY: [Signature]
 Print Name: Michael Dagen
 As its President
 Address: 5905 Brandywine Dr
Merritt Island FL 32952

STATE OF FLORIDA
 COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of September, 2025, by Michael Dagen, as President of **Marina Village Condominium Association of Brevard, Inc.**, on behalf of the corporation, who is personally known to me or has produced _____ as identification and did not take an oath.

Notary Public

Sandra E Bean
 Name: Sandra E Bean
 State of Florida at Large (SEAL)
 My Commission Expires: 8/1/29

