

**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.: 3472.000937

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Clerk of Courts, Brevard County
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CERTIFICATE OF AMENDMENT

TO THE DECLARATION

THE FOUR SEASONS CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC.

Pursuant to Section 718.112(1), Florida Statutes (2014), and the provisions of the Declaration of THE FOUR SEASONS CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., provided in the Declaration recorded in Official Records Book 2012, Page 574, Public Records of Brevard County, Florida and pursuant to the approval of the Association at the duly-noticed meeting thereof, which was held on August 26, 2024, the Declaration is amended as follows:

1. **The sixth paragraph under Article VII of the Declaration is amended to provide as follows:**

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of eighteen percent (18%) per annum until paid. A late charge not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of the delinquent amount shall be imposed on assessments that are not paid within ten (10) days after the due date. There shall be a charge of thirty-five (\$35.00) plus bank charges for all returned checks. If a unit's check is returned more than one (1) time, all payments for the next twelve (12) months shall be by automated clearinghouse (ACH).

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

- k. No auto parking space may be used for any purpose other than parking automobiles and motorcycles which are in operating condition. Boats and boat trailers are permitted only in areas designated by the Board of Directors. The parking of boat trailers while owner boats are in use is permitted during daytime hours where the parking space is long enough to accommodate both the trailer and the vehicle it is

attached thereto. Except for the boat parking provisions allowed for, no other vehicles, or objects, including but not limited to the overnight parking of commercial vehicles, trucks with more than a one (1) ton capacity, trailers, and recreational vehicles, are to be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. No other vehicles or objects, including but not limited to trucks, motorcycles, trailers, recreational vehicles, will be parked or placed upon such portions of the condominium property unless permitted by the Board of Administration. 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.

- i. The Board of Directors is authorized to assess a monthly boat parking fee for any boat assigned to park on Four Season's condominium property. To maintain boat parking authorization, assigned boat parking owners must pay a monthly boat parking assessment which is due on the first (1st) of the month to be paid with the separate condominium assessment fee. The boat parking monthly assessment amount will (at a minimum) be determined annually by the Board of Directors.
- ii. Owners in arrears more than thirty (30) days on their boat parking assessment fee or their condominium monthly assessment will forfeit their assigned boat parking space and that space will be assigned to the next owner on the waiting list.
- iii. Boats and trailers must be in working/running condition and must possess a current state registration/license in the name of the unit owner or renter. No guest boats are authorized in any boat parking space.
- iv. Owners renting their Unit forfeit the right to an assigned boat parking space.
- v. Kayaks, canoes, dinghies, paddle boards, personal recreational watercraft (i.e. Jet Ski), Class A sailboats (no auxiliary power), and any additional personal watercraft are not permitted.
- vi. Boats including a trailer must not exceed the size of the parking space – nine (9) feet eight (8) inches wide and twenty-four (24) feet long. Use of a break-away (folding) trailer tongue may enable a boat as long as twenty-three (23) feet to still fit within the allowed twenty-four (24) foot boat parking space.
- vii. Boats being parked must have a working inboard or outboard motor attached. This includes Class 1 Sail Boats (16' plus) with auxiliary power, and runabouts with an outboard or stern drive engine. Boats parked without a visible working motor will forfeit their assigned boat parking space. One

exception to this rule is outboard motors that an owner may remove from their boat and store in their garage to avoid theft or vandalism. If boat motors are to be stored separately from authorized boat storage, the owners of such boat must: (a) store the boat motor on Four Seasons Property (i.e. in owner's garage) and (b) must notify the Association office that their boat motor will be stored separately for theft security. One exception of the on-property stipulation would be if an owner was having his/her boat motor serviced. In either case, if a boat and its motor are separated for more than 48 hours, the owner must notify the Association Office and provide the reason for separation (i.e. security, maintenance, etc.).

- viii. When parked, boats/trailers must be firmly secured by one safety steel chain on the trailer tongue with less than three inches (3") of slack and two (2) safety steel chains to the rear of the axle, one behind each wheel, left and right with less than three inches (3") of slack. These safety chains will help prevent damage to Four Seasons property as well as other boats in the boat parking area.
- ix. Safety chains and trailer components must be rust free. If rust begins to form, the boat owner is responsible for the treatment and removal of visible rust.
- x. Major repairs on boats, trailers, or boat engines are not permitted while occupying the assigned boat spaces. Minor repairs or maintenance to keep a boat in operating condition are permitted. These include the following:
 - a. Checking the oil and topping it off;
 - b. Checking the propeller for damage and replacing, if necessary;
 - c. Washing the trailer, boat hull and deck;
 - d. Checking the bilge pump;
 - e. Checking the battery for a proper charge;
 - f. Check fire extinguishing systems;
 - g. Check the hull for damage and repair as needed;
 - h. Clean and protect the boat interior and seats;
 - i. Replacing a trailer tire;
 - i. Flushing the engine with water; and
 - k. Waxing and polishing the hull and deck.

Samples of major repairs or maintenance which are not allowed are:

- a. Changing the oil or oil filter;
 - b. Engine rebuilds or major engine work that requires removing part of the engine; and
 - c. Sanding or painting the boat hull.
- xi. Boat owners are responsible for the cleanliness of the parking spot

allocated for their boat. Nothing should be on the ground except for the tires, wheel chocks, support for the trailer tongue, and safety chains.

- xii. Boat spaces left continuously vacant for more than thirty (30) days will be forfeited and assigned to the next owner on the waiting list. A boat space with just a trailer parked (no boat) is still considered vacant. There are exceptions for valid maintenance, for example, if a boat's bottom is being cleaned and painted. When a boat and its trailer are to be separated for more than 30 days, the owner must notify the Association office. Lengthy separations of a boat and trailer exceeding 60 days are not allowed without Board approval.
- xiii. Boat owners that forfeit their right to a boat parking space will have forty-eight (48) hours to remove their boat. If a boat is not removed in forty-eight (48) hours, the Board of Directors reserves the right to have the boat towed to a storage facility at the owner's expense.
- xiv. The existing eight (8) boat parking spaces will be assigned on a first-come first-served basis and the waiting list will be managed by the Four Seasons Board of Directors. There is an active waiting list for boat parking spaces. To join the waiting list, notify the Association office by telephone, email or in-person of your desire to be added to the waiting list. When a boat space is permanently vacated, either by owner decree or by Board decision, then that open boat space will be allocated to the next owner on the waiting list. Owners on the waiting list may request a status of their position on the boat space waiting list from the Association office. The Association office will share the relative position, (i.e. an owner is #2 on a list of 16 owners). The Association office is not required to share the names of owners on the boat space waiting list.

IN WITNESS WHEREOF, the Association has caused this instrument to be signed in its name and by its President this 30th day of AUGUST, 2024, for purposes of recording in the Brevard County Public Records as required by the Florida Condominium Act.

CERTIFICATE OF ASSOCIATION

The undersigned officer of THE FOUR SEASONS OF COCOA BEACH CONDOMINIUM ASSOCIATION, INC., hereby certifies that the foregoing Amendment to the Declaration of Condominium was adopted by the Association at a duly called meeting held on August 26, 2024.

THE FOUR SEASONS CONDOMINIUM
ASSOCIATION OF COCOA BEACH, INC.

WITNESSES:

X [Signature]
Print Name: Victoria Lockard

X [Signature]
Print Name: Errol Bannister

BY: [Signature]
Print Name: PAUL BEERER
President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 30th day of August, 2024, by Paul Beerer, as President of THE FOUR SEASONS CONDOMINIUM ASSOCIATION OF COCOA BEACH, INC., who is personally known to me or who has produced N/A as identification and who did not take an oath.

Notary Public
[Signature]
Name: Carlo Ann Panzini
State of Florida at Large (SEAL)
My Commission Expires:

