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**CERTIFICATE OF AMENDMENTS TO THE CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM OF XANADU, A CONDOMINIUM, AND
CONSOLIDATION AND RESTATEMENT FOR THE ARTICLES OF INCORPORATION
AND BYLAWS OF XANADU CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium of Xanadu, a Condominium was originally recorded in Official Record Book 2417, at Page 1831, of the Public Records of Brevard County, Florida, was amended from time to time, and was fully restated in the Consolidated and Restated Declaration of Condominium of Xanadu in Official Record Book 7388, at Page 423, of the Public Records of Brevard County, Florida.

WHEREAS, the Consolidated and Restated Articles of Incorporation of Xanadu is recorded in Official Record Book 7388, at Page 467, of the Public Records of Brevard County, Florida

WHEREAS, the Consolidated and Restated Bylaws of Xanadu is recorded in Official Record Book 7388, Page 453, of the Public Records of Brevard County, Florida

WHEREAS, the Consolidated and Restated Articles of Incorporation of Xanadu were recorded in Official Record Book 7388, Page 467, of the Public Records of Brevard County, Florida

WHEREAS, Article XIII of the Declaration, Section 8 of the Bylaws, and Article XII of the Articles of Incorporation provide that the Declaration, Bylaws, and Articles may be amended by the affirmative vote of not less than a majority of the Board of Directors of the Association and not by less than two-thirds (2/3) of the voting interests of all members.

WHEREAS, on September 24, 2020, a majority of the entire Board of Directors voted to approve of the amendments to the Declaration of Condominium of Xanadu in the particulars as set forth in Exhibit "1" to this Certificate; and,

WHEREAS, on April 26, 2021, the proposed amendments were submitted to the members of the Xanadu Association for approval by written consent; and,

WHEREAS on or before July 26, 2021, over two-thirds (2/3) of the voting interests of the membership of the Association voted to approve the amendments to the Declaration in the particulars as set forth in Exhibit "1" to this Certificate.

NOW, THEREFORE, the Declaration, Bylaws, and Articles shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendments shall run with the real property known as Xanadu, a Condominium, and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Declaration.

DATED this 14th day of SEPTEMBER, 2021.

WITNESSES:

XANADU CONDOMINIUM ASSOCIATION, INC.

RICHARD F BAKER

Printed Name of Witness

RFB
Signature of Witness

By: Patricia Verica
PATRICIA VERICA, President

Kathryn Nowlen-Johnson

Printed Name of Witness

Kathryn Nowlen-Johnson
Signature of Witness

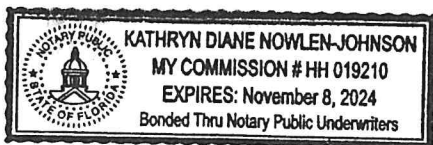
STATE OF FLORIDA)

) ss:

COUNTY OF BREVARD)

SWORN TO AND SUBSCRIBED BEFORE ME by means of physical presence or on-line notarization, this 14 day of September, 2021, by Patricia Verica, who is personally known to me or who has produced _____ (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed this Certificate of Amendment, as his/her free act and deed as such duly authorized officer; and that the execution of this Certificate of Amendments the act and deed of the corporation.

WITNESS my official seal in the County of Brevard ~~Palm Beach~~, State of Florida, the date and year stated above.



(SEAL)

NOTARY PUBLIC:

Sign: Kathryn Nowlen-Johnson

My commission expires: 11/8/24

EXHIBIT "1"

**AMENDMENTS TO CONSOLIDATED AND RESTATED
DECLARATION OF CONDOMINIUM, BYLAWS, AND ARTICLES OF
INCORPORATION OF XANADU, A CONDOMINIUM**

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

I. DECLARATION

1. Article IV.A.1 and Article IV.C.4 of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:

"A. Transfer of Limited Common Element Use Rights. The transfer of the right to use Limited Common Elements within the Condominium may occur only in strict compliance with the following requirements:

1. Such transfer must be approved ~~in writing~~ in advance by the Association ~~upon~~ not less than ~~thirty (30)~~ ten (10) days via prior written notice setting forth the true terms and conditions of the proposed transfer and accompanied by evidence reasonably acceptable to the Association that the transferor has, as an appurtenance to the transferor's unit, the lawful right to use the Limited Common Element which the transferor proposes to transfer to another unit. ~~Such evidence may be in the form of an issued title insurance policy or commitment or in the form of a title report prepared by a licensed insurer, provided that such policy, commitment or report specifically references the Limited Common Element by description or number if a number exists.~~ Approval is limited to ensure compliance with Article IV.C.4 of this Declaration. Approval from the Association shall be granted in writing in recordable form. Any transfer without Association approval is null and void, however the Association is not obligated to enforce compliance.

C. Limitation on Transfers. Notwithstanding any other provision in this Declaration to the contrary, no person or entity, either in its own name or in a representative capacity, whether disclosed or undisclosed, may hold at one time an interest of any type in more than three (3) of the one hundred thirty-

seven (137) garages or garage spaces, as shown on the Exhibits to the Declaration, nor more than two (2) storage areas, also as shown on the Exhibits to the Declaration.

4. No unit may transfer a limited common element parking area or storage area if the result of the transfer will leave the unit without at least one (1) garage OR one (1) garage space and one (1) storage area.”

2. The following shall be added to the end of the second unnumbered paragraph of Article VI of the Consolidated and Restated Declaration of Condominium:

“A voting interest shall exclude any voting interest suspended by the Board of Directors of the Association as permitted by the Condominium Act, as amended from time to time.”

3. The eighth unnumbered paragraph in Article VII of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:

“Assessments that are unpaid for over ~~thirty (30)~~ fifteen (15) days after due date shall bear interest at the highest rate allowed by law on open amounts at the particular time and shall result in the imposition of a late fee equal to the maximum amount permitted by the Condominium Act as amended from time to time. ~~rate of ten percent (10%) per annum until paid. The Board of Administration shall have the sole discretion to impose a late charge not to exceed Twenty Five and No/100 Dollars (\$25.00) on payments more than ten (10) days late.”~~

4. The fourth unnumbered paragraph in Article VIII(d) of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:

“Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association and such proceeds shall be made available to the Board and shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures even if a loan is not obtained. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and after full payment therefore shall be paid over to the Association and held for, and/or distributed to the apartment

owners in proportion to each owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated cost of such restoration, repair and reconstruction, ~~which estimate shall be made prior to proceeding with restoration, repair or reconstruction~~ the Association shall may levy a special assessment against the apartment owners for the amount of such insufficiency and/or the Association may borrow money for that purpose and shall pay said sum into the aforesaid construction loan fund."

5. The following shall be added to the end of Article IX(a) of the Consolidated and Restated Declaration of Condominium:

"Owners must periodically clean out their dryer vents and keep the atrium hallway clean to avoid any fire risk. Braided hoses must be placed on all washing machines, refrigerators and toilet supply lines to reduce possible explosions, which might lead to flooding."

6. Article X(a) and X(b) of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:

"X"

USE RESTRICTIONS

a. Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, and invitees, ~~and servants~~. The one-bedroom unit is hereby restricted to no more than two (2) occupants. Each two-bedroom unit is hereby restricted to no more than four (4) occupants. Each three-bedroom unit is hereby restricted to no more than six (6) occupants. Each four-bedroom unit is hereby restricted to no more than ~~six (6)~~ eight (8) occupants. Guests who visit but do not remain overnight will be permitted to use the recreational facilities only when the owner or tenant is in residence. Guests who occupy the premises overnight when the owner or tenant is not in residence must be identified to and registered with the Xanadu office upon arrival or sent prior to arrival via e-mail notice.

b. The apartment may be rented provided the occupancy is by only one (1) lessee and members of his immediate family, guests and his ~~servants~~ invitees. No rooms may be rented and no transient tenants may be 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 an

apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time-sharing program is prohibited. The minimum rental period shall not be less than one year. Subleasing of apartments is prohibited. An Owner must provide the Association with a fully executed Lease Agreement prior to occupancy under the Lease. The term 'rental' or 'lease' as used in this Declaration or in the Bylaws means any lease or rental, lease or rental renewal or extension, license, license renewal or extension, or change in occupancy under, during or along with the occupancy, as well as any other occupancy for consideration. Consideration includes but is not limited to occupancy for an exchange of money, services, bartering, employment, contribution, voluntary gift, reimbursement for unit expenses or otherwise.

(i) Contents in Lease Agreement. Every lease as of the date of recording of this amendment shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

A. The lessee and all occupants shall abide by all provisions of the Condominium Documents and Rules and Regulations, as amended from time to time, which are deemed incorporated into the lease, the failure of which shall constitute a material default and breach of the lease.

B. The Association is entitled to an assignment of rent from the tenant when the Owner is delinquent in the payment of any monetary obligation due and owing to the Association, as provided for in the Condominium Act as amended from time to time. Where the tenant fails to make the required rent payment to the Association, or the landlord collects rent directly from the tenant after the Association provided such notice to the Owner and tenant, same shall be considered a material default and breach of the lease."

7. Article X.(f) of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:

~~"f. The Board of Administration or the agents and employees of the Association may enter any unit at reasonable times for the purposes of maintenance, inspection, repair and replacement of the improvements within units or the common property, or in case of emergency threatening units or the common property, to determine compliance with these restrictions, reservations, covenants, conditions and easements, and the Bylaws of the Association as allowed by F.S. 718.111(5) (right of access to units) and F.S.~~

718.1265 (emergency powers), or any other provision in the Condominium Act relating to an association's right of access into units, as they may be amended from time to time."

8. Article X(k) of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:

"k. No ~~auto~~ parking space may be used for any purpose other than parking automobiles, motorcycles, and pick-up trucks containing no more than four (4) wheels, which are ~~is~~ in operating condition and have current license plates. No other vehicles or objects, including but not limited to trailers, boats and recreational vehicles, will be parked or placed upon such portions of the condominium property ~~unless permitted by the Board of Administration. If upon the Association's provision of a notice required by Section 715.07, Florida Statutes, any applicable County ordinances as they may be amended from time, and any towing company contract entered into by the Association, an offending vehicle owner does not remove a prohibited vehicle or improperly parked vehicle from the condominium, the Association shall have the option and right to have the vehicle towed away at the vehicle owner's expense. Vehicles shall not park in any parking space which in any way interferes with the free use of adjoining parking spaces or driving area. Notwithstanding the foregoing to the contrary, the overnight parking of a recreational vehicle, boat and/or boat trailer and jet skis may be permitted with prior Board approval and only in such locations as determined by the Board from time to time."~~

9. A new Article X.n shall be added to the Consolidated and Restated Declaration of Condominium:

"Vehicle Charging Station. An electric vehicle charging station shall be permitted and must be approved by the Association provided for and subject to the limitations in F.S. 718.113(8) as amended from time to time (to include amendments relating to natural gas fuel vehicles if addressed by future amendments to F.S. 718.113[8]) and only in the limited common element parking spaces, except where F.S. 718.113(8) is amended in the future to allow an installation in other areas. The following shall also apply: The Association shall be provided with written notice by an Owner intending to install an electric vehicle charging station, utilizing such form(s) as the Board of Directors shall determine from time to time. Every Owner shall comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property and shall comply

with any architectural standards adopted by the Board of Directors from time to time; shall ensure placement entirely within the boundaries of the parking space; shall engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station; shall provide a certificate of insurance naming the Association as an additional insured on the Owner's insurance policy for any claim related to the installation, maintenance or use of the electric vehicle charging station within fourteen (14) days after the Association approves of the installation; and reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within fourteen (14) days after receiving the Association's premium invoice; and shall pay for all electrical charges for same."

10. A new Article X.o shall be added to the Consolidated and Restated Declaration of Condominium shall read as follows:

"O. If a unit will be vacant for more than forty-eight (48) hours, the owner or resident, as applicable, shall turn off the water to the unit."

11. A new Article X.p shall be added to the Consolidated and Restated Declaration of Condominium shall read as follows:

"P. Prior to commencement of any repairs or renovations to the Unit: (1) the owner or resident, as applicable, must provide the Association with a certificate of insurance naming the Association as certificate holder and as additional insured on all liability policies and (2) if a contractor/vendor is performing same, then the above-referenced insurance certificate must be provided by the contractor/vendor to the Association."

12. The following shall be added to the end of Article XI of the Consolidated and Restated Declaration of Condominium shall read as follows:

"Notwithstanding any provision to the contrary contained in this Article XI and any other provision in the Declaration, the following shall apply to balconies and alcoves: No owner shall alter the appearance of any flooring or light fixture contained within a balcony or alcove without the prior written approval from the Board of Directors, with the intent of requiring consistency in appearance of the Condominium. As to a floor covering, the Board shall be entitled to

require that the owner provide a written opinion from a licensed structural engineer indicating the floor covering to be installed will provide appropriate protection from environmental elements, thereby reducing the risk of spalling concrete.”

13. Article XXIV of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:

“(a) For violation or a breach of any provisions of this Declaration, Articles of Incorporation, Bylaws or Rules and Regulations, a person claiming by, through or under the Developer, or by virtue of any judicial proceedings the Association, and the members thereof, or an institutional first mortgagee, or any of them severally shall have the right, but not the obligation, to proceed at law for damages or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure to promptly to enforce any of the provisions of this Declaration or in the Articles of Incorporation, Bylaws or Rules and Regulations shall not bar their subsequent enforcement. In any proceeding arising because of an alleged violation by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney and paralegal fees as may be awarded by the court, to include attorney’s fees incurred in connection with determining the entitlement and amount of attorney’s fees to be awarded to the prevailing party, and in any supplemental proceedings and appellant proceedings pursuant thereto, the prevailing party shall be entitled to attorney’s and paralegal fees for said proceedings as stated above subsequent to Final judgment as the appropriate judicial body may award.

(b) Suspensions. The Association has the right, in addition to all other available legal remedies, to suspend the rights of an Owner or an Owner’s tenants, guests, invitees or both, to use the common elements and common facilities for violations of the Declaration, Articles of Incorporation, Bylaws and/or Rules

and Regulations. The Association also has the power to suspend the foregoing referenced use rights when an Owner is more than ninety (90) days delinquent in the payment of any fine, fee, or other monetary obligation due and owing to the Association. The Association further has the power to suspend an owner's voting rights if the owner has not paid a monetary obligation due and owing to the Association which is more than One Thousand and No/100 Dollars (\$1,000.00) and more than ninety (90) days delinquent. All limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time, shall apply and supersede the foregoing to the contrary.

(c) Fines. A fine may be levied by the Association in an amount not to exceed One Hundred and No/100 Dollars (\$100.00) per violation and may be levied on the basis of each day of a continuing violation in an amount not to exceed One Hundred and No/100 Dollars (\$100.00) per day up to a maximum aggregate of One Thousand and No/100 Dollars (\$1,000.00), unless a higher amount is permitted by the Condominium Act as amended from time to time. Fine(s) may be re-imposed for the same violation upon providing the same notice and opportunity for a hearing. All limitations and requirements on this subject as set forth in the Condominium Act, as amended from time to time, shall apply and supersede the foregoing to the contrary."

14. The following shall be added to Section 3(c) of the Bylaws:

"Notice of membership meetings may also be sent via e-mail, facsimile or other means of electronic transmission as permitted by the Condominium Act, as amended from time to time, providing that such method of notice is consented to in writing by the Owner concerned."

15. The following shall be added to the end of Section 4(a) of the Bylaws:

"The number of terms which any director may serve shall be subject to any limitation set forth in the Condominium Act, as amended from time to time."

16. The following shall be added to the end of Section 4(b) of the Bylaws:

"Co-owners of a unit may not serve as members of the Board of Directors at the same time unless they own more than one unit or unless there are not enough eligible candidates to fill the vacancies on the Board at that time. Any Director or Officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have

abandoned the office, creating a vacancy, which shall occur without the need for a recall. A Director or Officer charged with a felony theft or embezzlement offense involving the Association's funds or property as provided for in F.S. 718.112(2)(o) and any other crime referenced in F.S. 718.111(1)(d) as they are amended from time to time, shall be removed from office, creating a vacancy. The foregoing shall occur without the need for a recall. While such Director or Officer has such criminal charge pending, he or she may not be appointed or elected to a position as a Director or Officer. However, should the charges be resolved without a finding of guilt, the Director or Officer shall be reinstated for the remainder of his term of office, if any, and the Director or Officer who was appointed to fill the vacancy shall be deemed removed and the Director or Officer whose charges were resolved without a finding of guilt shall resume office for the balance of the term, if any."

17. Section 4(k)(8) of the Bylaws shall be amended to read as follows:

"(k) All of the powers and duties of the Association shall be exercised by the Board of Administration, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Condominium, and shall include without limiting the generality of the foregoing, the following:

(8) Notwithstanding the foregoing to the contrary, the power but not the obligation: To enforce by legal means the provisions of the Articles of Incorporation and Bylaws of the Association, the Declaration of Condominium and any regulations hereinafter promulgated governing the use of the property in the condominium;"

18. A new Article 4(k)(14) shall be added to the Bylaws and shall read as follows:

"The Association shall have those emergency powers set forth in F.S. 718.1265, as amended from time to time and subject to any revisions or expansions to the Condominium Act as amended from time to time. The emergency powers shall include but not be limited to providing notice of Board membership meetings in any practicable manner, including publication, radio, U.S. mail, the internet, e-mail, public service announcements and conspicuous posting on the Condominium Property or such other means the Board deems reasonable under the circumstances;

canceling and rescheduling of Association meetings; holding of meetings through Zoom or similar platform and/or via telephone conference so long as the notice of meeting so indicates; implementation of a disaster plan; require mandatory evacuations if a governmental entity mandates evacuation; based upon advice of emergency management officials or upon the advice of a licensed professional retained by the Board, to determine whether the Properties can be safely inhabited or occupied; remove debris and treat for mold; and borrow money and pledge Association assets as collateral to fund repairs and carry out the duties of the Association when operating funds are insufficient without the vote of the members of the Association. The emergency powers shall apply not only to a casualty event but also any disease, pandemic or the like, and could apply even after the Governor of the State of Florida rescinds the state of emergency, if circumstances dictate.”

19. Section 4, paragraph B of the Bylaws will be amended as follows:

(1) Members of the Board of Administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of election. ~~The board shall hold a meeting within 5 days after the deadline for a candidate to provide notice to the association of intent to run at this meeting, the board shall accept additional nominations.~~

20. The following shall be added as a new Section 4(m) of the Bylaws:

“(m) Official records of the Association shall be maintained and kept as Required by F.S. 718.111(12)(b), as amended from time to time.”