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PREPARED BY AND RETURN TO:  
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**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
OF XANADU, A CONDOMINIUM**

**WHEREAS**, the Declaration of Condominium of Xanadu, a Condominium was recorded in Official Record Book 2417, at Page 1831, of the Public Records of Brevard County, Florida, as amended in its entirety;

**WHEREAS**, Article XIII of the Declaration provides that the Declaration 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 of the Association;

**WHEREAS**, on October 4, 2018, a majority of the entire membership of the Board of Directors voted to approve of the amendments to the Declaration in the particulars as set forth in Exhibit "1" to this Certificate;

**WHEREAS**, on October 4, 2018, not less than 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 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.



**EXHIBIT "1"**

**AMENDMENTS TO CONSOLIDATED AND RESTATED  
DECLARATION OF CONDOMINIUM 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.

**1. The third unnumbered paragraph of Article IV, and Articles IX "a." and "b." of the Consolidated and Restated Declaration of Condominium shall be amended to read as follows:**

"IV

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Expenses of maintenance, and repair or replacement relating to the limited common elements shall be treated as and paid for as part of the common expenses of the Association, except that the expense of the maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner and except that the maintenance, repair and replacement of the HVAC system shall be the obligation of the Owner. Reference to the "HVAC system" includes but is not limited to the compressor and condensate lines and any other appurtenances to provide heating and ventilation to the unit, to also include the compressor stand and hurricane straps affixing the compressor to the stand. In addition, the expenses of the maintenance relating to the decorated or finished exposed interior floor, ceiling and inside walls surfaces, as well as the expenses for maintenance, repairs and replacement of facilities, such as garage enclosures, entrance grills, hurricane shutters, etc., constructed at the owner's expense in common or limited common areas shall be borne by and assessed against the individual unit owner, except that when, in accordance with Article XII hereof, an owner is given credit for shutters installed by the owner, the cost of operating, maintaining and replacing those shutters shall then be borne by the Association. The entirety of the HVAC system is hereby

deemed to be a limited common element of the unit served by the HVAC system. Any windows and window screens and fixed and sliding glass doors and their casing, framing, threshold and hardware located in the common elements, shall be a limited common element of the unit served by them.

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"IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each apartment owner shall own and shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment and other portions of the HVAC system as defined in Article IV of the Declaration, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary services to his apartment and which may now or hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereon and fixed and sliding glass doors, and their casing, framing, threshold and hardware.

b. The Association, at its expense, shall be responsible for the maintenance repair and replacement of all common elements and limited common elements, (except the decorated or finished exposed interior floor, ceiling and inside all surfaces as set forth in Article IV) including those portions thereof which contribute the support to the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells,

pumps, piping, ~~and fixtures serving individual air conditioning units,~~  
but excluding the entirety of the HVAC system. Painting and cleaning  
of all exterior portions of the building, including all exterior doors,  
(but excluding sliding glass doors; windows; and screens, and  
~~excluding~~ improvements made by an owner in common and limited  
common ~~areas~~ elements.) shall also be the Association's  
responsibility. Maintenance, repair and replacement of hurricane  
shutters installed by the Association in accordance with the  
provision of Article XII hereof shall also be the responsibility of the  
Association. Should any damage be caused to any apartment by  
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."