

Prepared by and Return To:

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
LIMITATIONS FOR THE GARDEN HOMES AT GROVE ISLE
AND TO THE
ARTICLES OF INCORPORATION OF
THE GARDEN HOMES AT GROVE ISLE ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND LIMITATIONS FOR THE GARDEN HOMES AT GROVE ISLE AND THE ARTICLES OF INCORPORATION OF THE GARDEN HOMES AT GROVE ISLE ASSOCIATION, INC. (this "Certificate of Amendment") is made this 8th day of April, 2016 by **THE GARDEN HOMES AT GROVE ISLE ASSOCIATION, INC.**, a Florida corporation, not for profit (the "Association"), as follows:

RECITALS

WHEREAS, the Association is a homeowners' association pursuant to Chapter 720, Florida Statutes, and the Articles of Incorporation of The Garden Homes at Grove Isle Association, Inc., recorded in the Official Records of Indian River County, Florida, Official Record Book 792, Page 72 (the "Articles"); and

WHEREAS, the Association is subject to that certain Declaration of Covenants, Conditions, Restrictions and Limitations for The Garden Homes at Grove Isle, recorded in the Official Records of Indian River County, Florida, Official Record Book 792, Page 36, as amended from time to time (the "Declaration"); and

WHEREAS, the Declaration may be amended by the affirmative vote of three-fourths (3/4) of the votes cast by the members present at a duly called and held meeting of the Association pursuant to Article XV, Section 8 of the Declaration; and

WHEREAS, the Articles may be amended by (i) the approval of not less than seventy-five percent (75%) of the entire membership of the Association's Board of Directors (the "Board") and the approval of not less than fifty-one percent (51%) of the membership, or (ii) the approval of not less than eighty percent (80%) of the membership pursuant to Article VIII, Section C. of the Articles; and

WHEREAS, there are five (5) members of the Board and thirty-nine (39) total voting interests of the Association; and

WHEREAS, on January 15, 2016, the Board held a properly noticed meeting of the Board at which four (4) of the five (5) members of the Board voted in favor of the Amendment to the Articles of Incorporation of The Garden Homes at Grove Isle Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "A" (the "Articles Amendment"); and

WHEREAS, on March 9, 2016, the Association held a properly noticed meeting of the Association at which a quorum was achieved where thirty (30) votes were cast in favor of the Articles Amendment, one (1) vote was cast against the Articles Amendment, and one (1) abstention was made; and

WHEREAS, at the same meeting of the Association held on March 9, 2016, twenty-nine (29) votes were cast in favor of the Amendment to the Declaration of Covenants, Conditions, Restrictions and Limitations for The Garden Homes at Grove Isle, attached hereto and incorporated as if fully set forth herein as Exhibit "B" (the "Declaration Amendment"), one (1) vote was cast against the Declaration Amendment, and two (2) abstentions were made; and

WHEREAS, the Articles Amendment was approved by the affirmative vote of not less than seventy-five percent (75%) of the entire membership of the Board and not less than eighty percent (80%) of the membership in accordance with to Article VIII, Section C. of the Articles; and

WHEREAS, the Declaration Amendment was approved by the affirmative vote of at least three-fourths (3/4) of the votes cast by the members present at a duly called and held meeting of the Association in accordance with Article XV, Section 8 of the Declaration; and

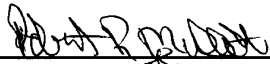
NOW, THEREFORE, the undersigned hereby certifies that the following amendment to the Articles and the Declaration is a true and correct copy of the Amendment as amended by the Association:

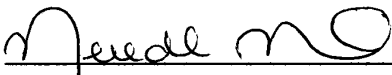
1. **Preface.** The foregoing recitals are true and correct and are hereby incorporated as if fully set forth herein. All initially capitalized terms shall have such meaning as set forth in the Declaration unless an alternative meaning is set forth herein.
2. **Articles Amendment.** Article V of the Articles is hereby amended as set forth in the Amendment to the Articles Amendment, attached hereto and incorporated as if fully set forth herein as Exhibit "A".
3. **Declaration Amendment.** Article V and Article VIII of the Declaration are hereby amended as set forth in the Declaration Amendment, attached hereto and incorporated as if fully set forth herein as Exhibit "B". The Declaration Amendment shall be effective

sixty (60) days from the date of recording this Certificate of Amendment in the Official Records of Indian River County, Florida.

IN WITNESS WHEREFORE, this Certificate of Amendment has been signed by the Association on the date set forth below.

Signed, Sealed and Delivered
in the presence of:


Print Name: ROBERT R. Mullett


Print Name: Meredith Morin

**THE GARDEN HOMES AT GROVE ISLE
ASSOCIATION, INC.**

a Florida corporation, not-for-profit

By: 
Nancy Skarlis, its President

Attest: 
Cliff Burgess, its Secretary

STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this 8th day of April, 2016, by Nancy Skarlis, as President of The Garden Homes at Grove Isle Association, Inc., a Florida corporation, not-for-profit, who is personally known to me or produced as identification and did not take an oath.


Notary Public, State of Florida


Print Name of Notary Public

My Commission Expires: 9-8-17



EXHIBIT "A"

**AMENDMENT TO THE
ARTICLES OF INCORPORATION OF
THE GARDEN HOMES AT GROVE ISLE ASSOCIATION, INC.**

*(new language shown by underline,
deleted language shown by ~~strikeout~~
" * * " shows unaffected language)*

Article V of the Articles of Incorporation of The Garden Homes at Grove Isle Association, Inc. is hereby amended to provide as follows:

**ARTICLE V
Directors**

A. The affairs of the Association will be managed by a Board consisting of the number of directors as determined by the By-Laws, but not less than three (3), and in the absence of such determination, shall consist of three (3) directors. Directors ~~shall need not~~ be members of the Association.

* * *

EXHIBIT "B"

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
LIMITATIONS FOR
THE GARDEN HOMES AT GROVE ISLE

(new language shown by underline,
deleted language shown by ~~strikeout~~
" * * " shows unaffected language)

Article V of the Declaration of Covenants, Conditions, Restrictions and Limitations for The Garden Homes at Grove Isle is hereby amended to provide as follows:

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board ("ARB") consisting of three or more ~~members~~persons shall be appointed by the ~~Class B Member or Members~~. ~~Twelve (12) months after Class B Membership ceases, the members of the Architectural Review Board shall be appointed by the Board of Directors of the Association, and such members of the ARB~~Architectural Review Board shall serve as such for a period of time to be determined by the Board of Directors or until such time as any member of ~~the ARB~~such Architectural Review Board shall resign therefrom or fail or refuse to serve thereon.

Section 2. Purpose. The ~~ARB~~Architectural Review Board shall provide the Board of Directors with guidance and recommendations regarding~~regulate~~ the external design, appearance, use, location and maintenance of the Properties and of the improvements thereon in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures, landscaping and vegetation and topography.

Section 3. Conditions. No Owner shall paint or otherwise decorate or change the appearance of any portion of the exterior of any Garden Home, or of any exterior walls of any kind, or of the surfaces of any interior building walls which can be seen from the exterior of any building, or of the Common Area, or of any of the Properties, or portion thereof, without first obtaining the prior written approval of the ~~Architectural Review Board~~ of Directors. No alterations or changes in grade or any other acts which in any way alter the

exterior of any Parcel or the improvements thereon, (including, but not limited to the Common Areas), from its natural or improved state existing on the date such Parcel was first conveyed in fee by the Declarant to the Owner, shall be made or done without the prior written approval of the Architectural Review Board of Directors. No building, fence, wall, landscaping, residence, or other structure of any kind, shall be commenced, erected, maintained, or improved, altered, made or done without the prior written approval of the Architectural Review Board of Directors. No exterior fixtures, including, but not limited to, mail boxes and yard lights, may be installed without the prior written approval of the Architectural Review Board of Directors. ~~No provisions of this Section shall apply to Declarant.~~

Section 4. ApprovalAppeal. Any Owner desiring to conduct any of the alterations, changes, additions or other improvements as set out in Section 3 above shall provide the ARB with written request for same which request shall be provided together with any additional information as may be required by the ARB. Within thirty (30) days of the ARB's receipt of such written request and supporting documentation, the ARB shall provide the Board of Directors with guidance and recommendations regarding the requested alteration, change, addition or other improvement. Within thirty (30) days of the Board of Director's receipt of such guidance and recommendation from the ARB, the Board of Directors shall provide the requesting Owner with written approval or disapproval of the requested alteration, change, addition or other improvement. In the event the ARB or the Board of Directors shall require, in their sole discretion, additional information and/or documentation regarding the requested alteration, change, addition or other improvement than that which was initially provided by the Owner, the respective thirty (30) day period shall be tolled until such requested information and/or documentation is provided to the ARB or the Board of Directors from the Owner at which time the remainder of the respective thirty (30) day period shall continue to run. In the event the Board of Directors fails to provide such notice within sixty (60) days of the ARB's receipt of the Owner's written request, the request shall be automatically deemed approved. ~~may appeal an adverse Architectural Review Board decision to the Board of Directors of the Association who may reverse or modify such decision by the unanimous vote of the Directors.~~

Article VIII of the Declaration of Covenants, Conditions, Restrictions and Limitations for The Garden Homes at Grove Isle is hereby amended to provide as follows:

ARTICLE VIII

USE OF PROPERTY

Section 1. Protective Covenants. In order to keep the Properties a desirable place to live for all Owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial Rules and Regulations of the Association:

* * *

c. Each Owner, for such Owner~~himself, the Owner's~~his family, tenants, guests and invitees covenants and agrees that ~~he~~ shall:

* * *

(23) Clothes Drying Facilities. No clothesline, clothes drying, or other clothes-drying facility shall be permitted on or in any Parcel, Common Area, or other area of the Property wherein the same may be visible from any street, road, Parcel or Common Area, except as may be required by federal and/or state law. Clothes drying facilities shall be permitted only as recommended by the ARB and approved by the Board of Directors. The Board of Directors may, from time to time, adopt reasonable rules and regulations governing clothes drying facilities in compliance with applicable federal, state and local laws and regulations.

* * *

(26) Structures. No building, fence, wall or other structure of any type or nature shall be commenced, erected or maintained upon any of the Properties, nor shall any exterior addition to or change or alteration therein or thereon (including awnings and shutters) be made until the plans and specifications showing

the nature, kind, shape, type, materials and location of the same shall have been submitted to the ARB and approved in writing by the Architectural Review Board of Directors. No Owner shall be permitted to make any change or modification to the exterior walls of ~~his~~such Owner's Garden Home (including painting of same) nor shall any Owner be permitted to alter or change the landscaping within ~~his~~such Owner's Parcel without the prior written consent of the Architectural Review Board of Directors.