

**RECORD AND RETURN TO:**

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**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESERVATIONS AND RESTRICTIONS OF COLLIER CLUB PD  
AND  
ARCHITECTURAL PLANNING CRITERIA  
OF  
COLLIER CLUB HOMEOWNER'S ASSOCIATION OF INDIAN RIVER COUNTY, INC.**

The Board of Directors of Collier Club Homeowner's Association of Indian River County, Inc. hereby certifies that, at a duly called meeting, the membership of the Association in excess of the minimum required in the applicable governing documents affirmatively voted to amend the Amended and Restated Declaration of Covenants, Conditions, Reservations and Restrictions of Collier Club PD and the Architectural Planning Criteria of Collier Club Homeowner's Association of Indian River County, Inc., originally recorded in Official Records Book 1255, Page 1470 *et seq.*, and amended and restated at Official Records Book 3312, Page 1852 *et seq.*, both in the Public Records of Indian River County, Florida, as set forth herein.

**NOTE: WORDS TO BE ADDED ARE UNDERLINED. WORDS TO BE DELETED ARE PRINTED WITH STRIKETHROUGHS.**

**A. Declaration Amendments.** The following are the approved amendments to the above referenced Amended and Restated Master Declaration of Covenants, Conditions, Reservations and Restrictions of Collier Club PD (the "Declaration") for Collier Club Homeowner's Association of Indian River County, Inc. (the "Association"):

**1. Amendment to Article VIII of the Declaration, amending Section 1(a) and creating a new Section 1(f), to read as follows:**

(a) No business or commercial building may be erected on any Lot and no business, ~~including garage sales,~~ may be conducted on any part thereof.

\* \* \*

(f) Garage sales, yard sales, estate sales or any other similar types of sales are prohibited on any Lot.

**2. Article VIII, Section 1(d) of the Declaration regarding Residential Use shall be amended to read as follows:**

(d) No structure or outbuilding shall be erected used for rental purposes separately from the principal structure on the Lot.

Any additions or changes that are attached to the principal structure must be connected to the frame and trusses of the principal structure in a manner consistent with the general architecture of the principal structure and the architectural standards set forth herein and the Architectural Planning Criteria, as amended from time to time. Any such additions or changes attached to the principal structure pursuant to this section must also be able to withstand the same force winds as the principal structure.

**3. Article VIII, Section 3 of the Declaration regarding Clotheslines shall be amended to read as follows:**

Section 3. Clotheslines. There shall be no clotheslines or drying yards on any part of the property. For the purpose of maintaining the standards and aesthetic of the community, the Association require that Owners limit their use and display of outdoor clotheslines by placing such clotheslines in the rear yard of their Lot and removing such clotheslines at night or once the clothes are dried.

**4. Article VIII, Section 10 of the Declaration regarding Hurricane Shutters shall be amended to read as follows:**

Section 10. Hurricane Shutters. The Members of the Association shall have the right to erect or place hurricane shutters upon Living Units no earlier than forty-eight (48) hours prior to the entry of a windstorm or hurricane in the geographic area or box at which point insurance carriers will no longer write or issue property insurance policies due to the approaching windstorm or hurricane. The Members of the Association must remove all hurricane shutters no later than five (5) days after the end of a watch or warning or the end of a windstorm, tropical storm, hurricane or other adverse weather condition or hurricane from the geographic area or box at which point insurance carriers will commence to write or issue property insurance policies due to the withdrawal of the windstorm or hurricane. At the discretion of the Board, the Community may be notified that rule enforcement of this shutter removal provision may be temporarily suspended in the event of imminent and/or continuing threats of adverse weather conditions. All hurricane shutters shall be approved by the ARC.

Upon approval by the Board of Directors and the Membership in accordance with the voting requirements set forth in this Declaration, the Association shall, from time to time, establish hurricane shutter specifications which comply with the applicable building codes and subject to the color, material, style and other specifications set forth in the Association's Architectural Planning Criteria for installation of hurricane shutters. Subject to the provisions herein, the Association shall approve the installation or replacement of hurricane shutters only for those conforming to the aforementioned specifications. All hurricane shutters shall be approved by the ARC.

**5. Article VIII, Section 16 of the Declaration regarding Sidewalks shall be amended to read as follows:**

Section 16. Sidewalks. Sidewalks shall not be blocked. All sidewalks on the Association's Common Properties shall be maintained, repaired and replaced by the Association. Repair and replacement of the sidewalks includes, but shall not be limited to, repairing or replacing portions of the sidewalk due to buckling, breaking and any other occurrence that could constitute a tripping hazard. Members shall be responsible for routine maintenance, including sweeping, cleaning and/or pressure washing of the sidewalks in front of and adjacent to a Member's Lot. Maintenance includes, but shall not be limited to, removing mold, mildew and stains and keeping the sidewalks clear of debris.

For the purposes of this Section, the sidewalk in front of a Lot is defined to include, but is not limited to, the continuous concrete pathway that traverses the driveway between the driveway apron and the main area of the driveway. If expansion joints do not clearly delineate the sidewalk boundaries from any part of the driveway, then an imaginary line between the corners of the sidewalk on one side of the driveway to the corners of the sidewalk on the other side of the driveway will define the boundaries of the sidewalk.

**6. Article VIII of the Declaration regarding Restrictions shall be amended to include the following Section 18:**

Section 18. Outdoor Fireplaces, Chimneys, and Fire Pits. Subject to application by the Owner and approval by the Architectural Review Committee in accordance with the standards set forth herein, Owners may install and maintain gas or propane operated outdoor fireplaces, chimneys, fire pits or similar devices within said Owner's Lot so long as such device is located at a reasonably safe distance from any building or potentially flammable landscaping and is in compliance with all applicable local or other ordinances and laws concerning fire safety.

**7. Article VIII of the Declaration regarding Restrictions shall be amended to include the following Section 19:**

Section 19. Hot Tub Pools and Spa Pools. Subject to application by the Owner and approval by the Architectural Review Committee in accordance with the standards herein and in the Architectural Planning Criteria, as amended from time to time, Owners may install and maintain hot tub pools and/or spa pools within a Lot; provided, however, such pools are appropriately located so that they are not visible from any angle from the front of the Lot.

**8. Article VIII of the Declaration regarding Restrictions shall be amended to include the following Section 20:**

Section 20. Rentals. A Living Unit may not be leased to a Tenant for a rental period of less than three (3) months, and no more than two (2) Leases shall be permitted per year for any Living Unit. Furthermore, Tenants shall be expressly prohibited from subleasing any Living Unit and the Owner shall

be responsible for providing Tenant notice of same. Notwithstanding the foregoing to the contrary, any Owner leasing or subleasing their Living Unit as of the effective date of this Amendment who would otherwise not be in compliance with this Section shall be permitted to continue such Lease or sublease for the remainder of the Lease term. After all such Leases have expired after the effective date of this Amendment, all Living Units will thereafter be subject to this Section.

In addition, Owners shall prepare and provide the Board with a copy of the proposed Lease as well as the Tenant's information (i.e. name, contact information, etc.) and any other information and documentation that the Board may require, as determined and amended by the Board of Directors from time to time (collectively, the "Tenant Information Form"), prior to any Tenant initially taking possession of a Living Unit or extending any such Lease. Furthermore, if an Owner fails to timely provide a complete and sufficient Tenant Information Form to the Board, the Association may seek to impose reasonable fines and suspension of use rights, as determined by the Board in its sole discretion, in addition to all other remedies available under the Declaration, at law or in equity. Additionally, the Owner intending to lease a Living Unit shall be obligated to submit a security deposit to the Association in a reasonable amount as determined by the Board of Directors in its sole discretion (the "Security Deposit"). The Security Deposit shall be refunded to the Owner, or credited towards an Owner's assessment obligations upon the expiration of the Lease; provided, however, that the Tenant and/or Owner strictly comply with this Declaration and the Association's other Governing Documents, and no damages have been incurred to the Properties by Tenant and/or Tenant's other occupants, guests, invitees, or otherwise. Association may also require an Owner to provide proof of insurance reasonably acceptable to the Board of Directors.

Should an Owner face a hardship requiring an exception to the rental restrictions described herein, an Owner may apply for a hearing before the Board of Directors requesting the Board's approval of temporary or special variances in consideration of such hardship. The Board of Directors shall have the sole discretion to grant or deny any Owner's application for such temporary or special variance to these rental restrictions. Furthermore, the Board of Directors shall also have the ability and discretion to renew, revoke or modify a temporary or special variance previously granted to an Owner at any time and for any reason.

**9. Article VIII of the Declaration regarding Restrictions shall be amended to include the following Section 21.**

Section 21. Rain Barrels and Compost Bins. Rain barrels and compost bins must be kept and enclosed in a manner such that any rain barrels and/or compost bins are not visible from the front curbside of the Lot. The appearance, location, and type of such rain barrels and/or compost bins shall be subject to the standards specified in the Architectural Planning Criteria, as amended from time to time.

**10. Article VIII of the Declaration regarding Restrictions shall be amended to include the following Section 22.**

Section 22. Unauthorized Use of Common Properties. Owners shall not be permitted to use, affect, divert, or otherwise disturb the retention ponds or other Common Properties for purposes of irrigating any Lot or for any purposes not expressly authorized herein.

**11. Article VIII of the Declaration regarding Restrictions shall be amended to include the following Section 23.**

Section 23. Contractor Work Hours. Any service, construction or similar work, including, but not limited to, work involving lawn services, pest control, pressure washing, and construction or repair, that is undertaken by the Association or by an Owner as approved by the ARC and in accordance with the requirements set forth herein and the Association's Declaration, shall not be scheduled to begin prior to 8:00 a.m., and all such service, work and construction should be scheduled for completion by 5:00 p.m. with reasonable efforts made to complete such work by 5:00 p.m.; provided, however, that if completion by 5:00 p.m. is not possible due to extenuating circumstances including, but not limited to, weather delays or third party delivery delays, and the service provider in good faith believes the work can be completed within a reasonable time after 5:00 p.m., then such work may continue until completion. Such work may be performed on a Lot Monday through Saturday only. Any such construction or related work may not be scheduled for or performed on Sundays or national holidays.

**12. Article XI, Section 1 of the Declaration regarding Duration and Remedies for Violations shall be amended to read as follows:**

Section 1. Duration and Remedies for Violations. The covenants and restrictions of this Declaration shall run with and bind the Property and shall inure to the benefit of and be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

Violation or breach of any condition, covenant or restriction herein contained shall give the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them. The expense of such litigation shall be borne by the then Owner of the subject Property, provided that such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by the Association in seeking such enforcement.

The Association may also suspend, for a reasonable period of time, the rights of any Member or Member's tenants, guests, or invitees or both, to use Common Properties or Common Areas and facilities (except those areas used to provide access or utility services to the Lot or as otherwise prohibited by law) and may levy and collect reasonable fines, not to exceed \$100.00 per breach or violation per day, against any Member or any tenant, guest, or invitee for breach or violation of any provision of this Declaration,

By-Laws or reasonable Rules and Regulations of the Association. The fine may be levied by the Board of Directors on the basis of each day of a continuing violation, with a single written notice and opportunity for hearing, except that no such fine shall exceed \$1,000.00 \$3,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Lot. However, a fine of \$1,000 or more may become a lien against the Lot, subject to collection by the Association in the same manner as assessments as provided in the Association's governing documents. A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee in accordance with requirements and procedures set forth in Florida Statutes §720.305, as amended from time to time.

The Association may, through its Board of Directors, suspend the voting rights of any Member for the non-payment of any fee, fine, or Assessments due to the Association that are delinquent in excess of ninety (90) days or for a violation or breach of the Declaration that is not remedied or cured by the Member after not less than ninety (90) days advance written notice to the Member.

The failure of the Association or a Member to enforce any covenant, restriction or other provision in this Declaration, the Bylaws, the Articles of Incorporation of the Association, or the Rules and Regulations, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

**B. Architectural Planning Criteria Amendments.** The following are the approved amendments to the above referenced Architectural Planning Criteria (the "APC") for the Association:

**1. Paragraph B of the "Additional Items" section of the APC shall be amended to read as follows:**

B) Fences and Screen Enclosures. All fences and screen enclosures need approval of the ARC, must meet governmental code compliance and must have all required permits.

~~It is the Owner's responsibility to obtain any and all permits and inspections required by code. All fences and/or screen enclosures permitted must be in the rear of a Lot and must extend rearward, parallel and in line with the rear of the residential structure of the house sides and rearward up to six feet (6') inside the rear property line as shown in diagram "A" attached to this document. For purposes of definition and clarification, the words "rear of the residential structure", as used in the paragraph shall exclude a screened pool/porch and/or patio. Pool or spa fence applications must be aluminum and either white, bronze or black in color and must also meet all requirements as outlined above.~~

- ~~No wood or chain link fences are permitted. Fences used in lieu of screened enclosures for pools or spas must meet all the requirements as outlined above and subject to materials, color, location and footprint. For reference, "footprint" is the area on a project site used by the building structure, defined by the perimeter of the building plan.~~
- ~~Fences are not permitted on Lots which abut a lake (Storm Water Management Tract). or Lots which abut Fences are not permitted on perimeter Lots on the golf course, except when used~~

to enclose in-ground pools or in-ground spas in which cases they must meet the requirements herein.

- Fences on non-lake or non-golf perimeter Lots are permitted provided that they meet the following criteria:
  - ~~a. Fences used in lieu of screened enclosures for pools and spas must meet all the requirements as outlined above.~~
  - ba. A fence used for general backyard use (non-pool or spa use) must be white PVC/Vinyl picket or Aluminum which can be white, black or bronze in color and four feet (4') in height. A fence for general privacy use must be PVC/Vinyl, white in color and not less than four feet (4') and cannot exceed six feet (6') in height.
- Screen enclosures permitted in the rear of a Lot cannot extend beyond the sides of the Living Unit.
- Screen enclosures are subject ~~to approval~~ as to materials, color, and location and footprint as approved by the ARC.
- Screen enclosures in the rear of the house must have a mansard aluminum frame style roof, not to exceed fifteen feet (15') in height and either white, bronze or black. Hip style roofs are acceptable for smaller enclosures.
- Front screen enclosures and doors must be white, bronze or black with black screen.

**2. The "Additional Items" section of the APC shall be amended to include the following Paragraph "K":**

K) Compost Bins Allowed: Owners may maintain only one (1) tumbler-style compost bin on their Lot that is made of plastic material with metal legs and an enclosed system in either black or green color. Such bins shall be no more than 4' x 4' x 4' in size and must be well-maintained, free from rodents and odors. Allowable bins must be screened by vegetation so as to prevent the neighbors' view of the same and shall be located up to 4' from the rear of the house within a Lot.

**3. The "Additional Items" section of the APC shall be amended to include the following Paragraph "L":**

L) Rain Barrels Allowed: Owners may maintain only one (1) rain barrel in an earth tone color on their Lot that is no larger than 60 gallons in capacity or 4' x 2' in size. Allowable barrels must be placed in the rear of the house within a Lot and must be kept and maintained in a visibly pleasing aesthetic and repair.

This Certificate of Amendment shall also serve as a preservation of the Declaration, originally recorded at Official Records Book 1255, Page 1470 *et seq.*, and amended and restated at Official Records Book 3312, Page 1852 *et seq.*, in the Public Records of Indian River County, Florida, as further amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.

Executed in Vero Beach, Indian River County, Florida, this 30<sup>th</sup> day of April, 2021.

Signed, sealed and delivered  
in the presence of:

**COLLIER CLUB HOMEOWNER'S ASSOCIATION  
OF INDIAN RIVER COUNTY, INC.**

[Signature]  
Witness  
[Signature]  
Witness

By [Signature]  
Print Name: JOHN GOLLADEY  
Title: PRESIDENT

**STATE OF FLORIDA  
COUNTY OF INDIAN RIVER**

I hereby certify that on this day, before me, an officer duly authorized appeared John Golladay, who provided \_\_\_\_\_, who acknowledge that he/she is the President of **COLLIER CLUB HOMEOWNER'S ASSOCIATION OF INDIAN RIVER COUNTY, INC.**, and that he/she acknowledged executing the foregoing Amendment in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said Association, and that the seal affixed thereto is the true seal of said Association.

Witness my hand and official seal in the county and state last aforesaid this 30<sup>th</sup> day of April, 2021.

[Signature]  
Printed name: Debra A. Snow  
Notary Public

