

**CERTIFICATE TO AMENDMENTS TO
MASTER DECLARATION OF COVENANTS, CONDITIONS,
RESERVATIONS AND RESTRICTIONS
OF
COLLIER CLUB PD**

THE UNDERSIGNED, being the President and Secretary of **COLLIER CLUB HOMEOWNER'S ASSOCIATION OF INDIAN RIVER COUNTY, INC.**, hereby certify that at a duly called meeting of the Owners of the Association, in accordance with the requirements of Florida law and the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Collier Club PD, as recorded in Official Record Book 1255, beginning at Page 1470 Public Records of Indian River County, Florida, and as subsequently amended, not less than two-thirds (2/3) of voting interest of the membership, affirmatively voted to amend the Master Declaration of Covenants, Conditions, Reservations and Restrictions as hereinafter set out.

1. Proposed Amendment to Article I of the Declaration, to read as follows:

Glossary. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

- (n) "Continuing Violation" (whether or not capitalized herein) shall mean and refer to a violation of the Declaration and/or other governing documents of the Association that is (i) uncured by the Owner or Third Party and/or (ii) is the same recurrent violation that may have been previously cured by the Owner or Third Party but then subsequently repeated in one or more instances.

2. Proposed Amendment to Article VIII, Section 1. of the Declaration, to read as follows:

Section 1. Residential Use. The Properties may be used for residential Living Units and for no other purpose:

- (d) No structure as defined by the City of Sebastian Building Code or outbuilding shall be erected separately from the principal structure.

3. Proposed Amendment to Article VIII, Section 2. of the Declaration, to read as follows:

Section 2. Pets. No animals, livestock, birds or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds of which no more than (2) animals may be kept at any time. No animal enclosure shall be erected without the approval of the ARC. Owners must keep animals under restraint when outside the home by a leash, cord, rope or chain no longer than 6 feet or inside an ARC approved fence. All animals must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows closed.

4. Proposed Amendment to Article VIII, Section 10. of the Declaration, 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 seventy-two (72) hours prior to the entry of a windstorm or hurricane in the geographic area or box a 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.

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. Proposed Amendment to Article VIII, Section 20. of the Declaration, to read as follows:

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, except as otherwise provided elsewhere in the Declaration, any Owner acquiring title to their Living Unit after the effective date of this Amendment may not lease or sublease their Living Unit for the first two (2) years of ownership as determined from the recording date of the deed or other conveyance to the Living Unit; provided, however, that new Owners inheriting a Living Unit from a deceased Owner, or a transfer from an Owner to that Owner's family trust for estate planning purposes, will not be subject to the 2-year prohibition on leasing or subleasing.

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.) (collectively, the "Tenant Information Form"), fourteen (14) days 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 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 of \$1000 to the Association fourteen (14) days prior to any Tenant initially taking possession of a Living Unit. The Security Deposit shall be refunded to the Owner, or credited towards an Owner's assessment obligations within thirty (30) days of 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. If damages occur and exceed the Security Deposit amount, the difference will be paid by the Homeowner. The Association may also require an Owner to provide proof of insurance reasonably acceptable to the Board of Directors. In addition, a \$50 processing fee may be required by the Association and a reasonable processing fee may be required by the Property Management Company to the extent permitted by law.

Any Owner in Collier Club may be denied the right to rent or lease to certain previous Tenants if the previous behavior caused turmoil and disruption to the general cohesiveness of the Collier Club Community. Property destruction, neighbor harassment, neighbor intimidation, nuisance complaints and past Tenant

Declaration violations may be cause for denial by the Board of Directors.

The Association is vested with the authority to require specific personal, social and other data relating to the intended Tenant and occupants as may be reasonably required to authorize access to the development and the Common Properties.

6. Proposed Amendment to Article VIII, creating a new Section 24. of the Declaration, to read as follows:

Section 24. Lamp Posts. Repainting of the lamp post in the front yard must be black.

PROPOSED AMENDMENTS TO THE ARCHITECTURAL PLANNING CRITERIA FOR COLLIER CLUB HOMEOWNER'S ASSOCIATION OF INDIAN RIVER COUNTY, INC.

The following are the proposed amendments to the above referenced Architectural Planning Criteria (the "APC") for Collier Club Homeowner's Association of Indian River County, Inc. (the "Association"). Deletions are struck through and additions are underlined.

7. Proposed Amendment to Paragraph A of the "Landscape Requirements" section of the APC, to read as follows:

LANDSCAPE REQUIREMENTS

- A) Tree removal requires ARC approval, City of Sebastian permit, or a letter from a certified arborist. Should a permit be required, the owner must show proof of the permit.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amendments to the Master Declaration of Covenants, Conditions, Reservations and Restriction, this 24 Day of March, 2022.

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

By: John Golladay
President

Print Name JOHN GOLLADAY

ATTEST:

By: Gerry Stachow
Secretary

Print Name Gerry Stachow

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared John Golladay and Gerry Stachow, the President and Secretary of **Collier Club Homeowner's Association of Indian River County, Inc.**, a Florida corporation to me known to be persons described in and who executed the foregoing instrument and who acknowledge before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid the 24th day of March, 2022.

Debra A Snow

Name: Debra A Snow
Notary Public, State of Florida

(Affix Seal)



DEBRA A. SNOW
Commission # HH 084017
Expires May 22, 2025
Bonded Thru Budget Notary Services