

Record and Return to:  
Robert G. Rydzewski, Jr., Esq.  
Cornett, Gooze & Associates, P.A.  
P.O. Box 66  
Stuart, FL 34995

=====THIS SPACE FOR RECORDER'S USE=====

**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
OF  
OCEANA SOUTH CONDOMINIUM II**

The Amended and Restated Declaration of Condominium of Oceana South Condominium II were recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 361, Page 2747 et.seq., and was Amended and Restated at Official Records Book 2904, Page 2217 et.seq. The same Amended and Restated Declaration of Condominium is hereby amended as approved by the members at the special meeting held on August 29, 2008.

1. Article XV, B is hereby amended by adding subparagraphs 4 and 5 as follows:

B. IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

1. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing, and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to the Common Elements without the prior written consent of the Condominium Association, or violate any term, condition or provision pursuant to which authority to make any such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

2. No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten (10%) percent of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless authorized by the Board of Directors and ratified by not less than sixty-seven (67%) percent of the total vote of all Unit Owners. If authorized as aforesaid, the cost of the foregoing shall be assessed as a Common Expense. Where any alterations or additions as aforementioned are exclusively or substantially exclusively for the benefit of the Unit Owner requesting same, the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner exclusively or substantially exclusively benefiting therefrom and, if more than one Unit Owner requesting such work is benefited thereby, the Assessment shall be levied in such proportion as may be determined to be fair and equitable by the Board of Directors. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by the affirmative vote of not less than seventy-five (75%) percent of the Unit Owners exclusively or substantially exclusively benefiting therefrom; provided, however, that where said Unit Owners are ten or less, the approval of all but one shall be required.
3. No person or entity other than the Owner of the Unit to which a particular Limited Common Element is appurtenant shall make or contract for any improvement, alteration or addition to such Limited Common Element. Moreover, the Owner of the Unit to which a particular Limited Common Element is appurtenant shall not make or contract for any improvement, alteration or addition to such Limited Common Element without the prior written consent of the Condominium Association and upon such terms and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition to any Limited Common Element without the prior written consent of the Condominium Association or violate any term, condition or provision pursuant to which authority to make such improvement, alteration or addition was granted, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.
4. After approval of this amendment by the unit owners of Oceana South II, the installation of hurricane shutters or impact glass, which complies with or exceeds the applicable building code, on all windows and sliding doors shall be mandatory by October 31, 2008.

Pursuant to Florida Statute '718.113, the Board of Directors shall adopt hurricane shutter specifications for Oceana South II, which shall include the color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply the applicable building code.

In any case where an Owner fails to install shutters or impact glass by the deadline, as stated above, the Association may proceed to order, install and bill the unit owner for hurricane protection it so chooses in accordance with this amendment. The non-compliant Unit Owner must pay for the installation within fifteen (15) days of receipt of the bill. Should a non-compliant Owner fail to pay when requested to do so, the cost of the installation, along with reasonable administrative fees incurred by the Association, shall be deemed an Assessment against that particular non-complying Unit and Owner. Such Assessment shall be treated the same as any other Assessment levied by the Association, and collectable pursuant to Article X of this Declaration. In addition to the installation, the Association may, at the option at the Board of Directors, also levy a fine against a non-complying Owner for the failure to install the hurricane protection.

5. After installation, all hurricane protection shall be properly maintained, repaired and if required, replaced, at Unit Owner's expense. Should any Owner fail in this responsibility, the Association shall provide written notice of the failure, including a reasonable deadline for compliance. If the Owner fails to act after notice, the Association may contract for any required repair, maintenance or replacement and bill the Owner for such work. The non-compliant Unit Owner must pay for the work within fifteen (15) days of receipt of the bill. Should a non-compliant Owner fail to pay when requested to do so, the cost of the work, along with reasonable administrative fees incurred by the Association, shall be deemed a Special Assessment against that particular non-complying Unit and Owner. Such Assessment shall be treated the same as any other Assessment levied by the Association. In addition to the repair, maintenance or replacement work, the Association may, at the option at the Board of Directors, also levy a fine against a non-complying owner.

(All other provisions of Article XV are unchanged)

2. The foregoing amendment to the Amended and Restated Declaration of Condominium was adopted by the members by a vote sufficient for approval.
3. All provisions of the Amended and Restated Declaration of Condominium are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 24 day of September, 2008.

WITNESSES:

Oceana South Condominium II Association, Inc.

Jane A. Ryan  
Witness #1 Signature

By: Donald Evans  
Donald Evans, President

JANE A. RYAN  
Witness #1 Printed Name

T D Erickson  
Witness #2 Signature

Timothy D. Erickson  
Witness #2 Printed Name

By: Thomas Ryan  
Thomas Ryan, Secretary

Jane A. Ryan  
Witness #1 Signature

JANE A. RYAN  
Witness #1 Printed Name

T D Erickson  
Witness #2 Signature

Timothy D. Erickson  
Witness #2 Printed Name

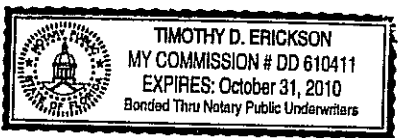


STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 24 day of September, 2008 by Donald Evans as President of Oceana South Condominium II Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: \_\_\_\_\_].

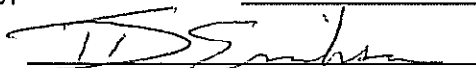
T D Erickson  
Notary Public  
Commission Stamp/Seal:

Notary Seal



STATE OF Florida  
COUNTY OF St. Lucie

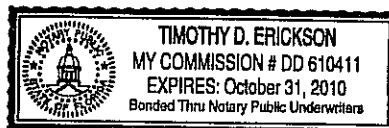
The foregoing instrument was acknowledged before me this 24 day of September, 2008 by Thomas Ryan as Secretary of Oceana South Condominium II Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: \_\_\_\_\_].



Notary Public

Commission Stamp/Seal:

**Notary Seal**



**CERTIFICATE**

Oceana South Condominium II Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Amended and Restated Declaration of Condominium, a copy of which is attached hereto, was duly and regularly approved by the members at the special meeting held on August 29, 2008.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 24 day of September, 2008.

WITNESSES:

Oceana South Condominium II Association, Inc.

[Signature]  
Witness #1 Signature

By: [Signature]  
Donald Evans, President

JANE A. RYAN  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Timothy D. Erickson  
Witness #2 Printed Name

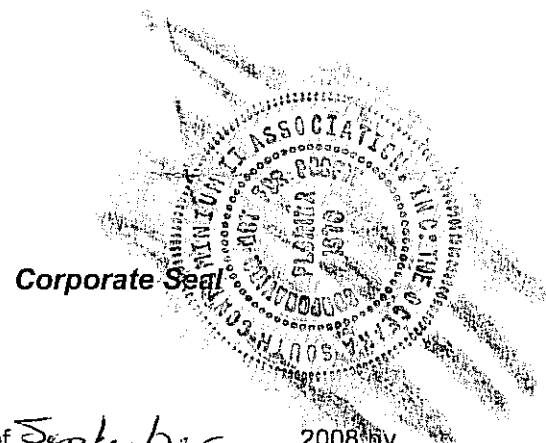
By: [Signature]  
Thomas Ryan, Secretary

[Signature]  
Witness #1 Signature

JANE A. RYAN  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Timothy D. Erickson  
Witness #2 Printed Name



STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 24 day of September, 2008 by Donald Evans as President of Oceana South Condominium II Association, Inc.,  who is personally known to me or  who has produced identification [Type of Identification: \_\_\_\_\_].

Notary Seal

[Signature]  
Notary Public  
Commission Stamp/Seal  
TIMOTHY D. ERICKSON  
MY COMMISSION # DD 610411  
EXPIRES: October 31, 2010  
Bonded Thru Notary Public Underwriters

STATE OF Florida  
COUNTY OF St. Lucia

The foregoing instrument was acknowledged before me this 24 day of September, 2008 by Thomas Ryan as Secretary of Oceana South Condominium II Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: \_\_\_\_\_].

T. D. Erickson

Notary Public  
Commission Stamp/Seal:

Notary Seal

