

Record and Return to:  
Jane L. Cornett  
Becker & Poliakoff, P.A.  
759 SW Federal Hwy., Ste. 213  
Stuart, FL 34994

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~~THIS SPACE FOR RECORDER'S USE~~

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**CERTIFICATE OF AMENDMENTS  
TO  
DECLARATION OF RESTRICTIONS, COVENANTS, EASEMENTS AND  
CONDITIONS OF  
COCONUT COVE MARINA**

The Declaration of Restrictions, Covenants, Easements and Conditions of Coconut Cove Marina was recorded in the public records of St. Lucie County at Official Records Book 2966, Page 310 et.seq., and amended at Official Records Book 3670, Page 1669 et.seq., and amended at 3704, Page 1491 et.seq. The same Declaration of Restrictions, Covenants, Easements and Conditions is hereby amended as approved by the members at the annual meeting held on November 29, 2023.

**1. Article 6.3 is hereby amended as follows:**

6.3 Exterior Maintenance of Unit. In addition to maintenance of the Common Area, Dock Area and Roadway Area, the Association shall provide maintenance, repair and replacement of any and all structural portions of each building, including all exterior structures, interior dividing structural walls, and outside surfaces of each Unit. The maintenance, repair or replacement of each constituent part or portion of a Unit which is not part of such Unit's structure, surface or roof shall be the obligation of the Owner. More specifically, the Association shall be responsible for the maintenance (including painting), repair and replacement of roofs, gutters, downspouts, exterior building surfaces, exterior awnings, fences, landscaping, sprinkler systems, lawn areas, walks and other exterior and/or structural improvements originally or hereafter placed or constructed upon the Property by Declarant, an Owner or the Association, whether located on a Common Area or on a Lot. Notwithstanding the foregoing, the Association shall not be obligated to maintain or repair any interior portion of any Unit, including but not limited to a Unit's drywall, any space or fixtures between the drywall and the structural wall, ceiling material, flooring, nor any glass windows, fixed glass surfaces, exterior doors, screens or screen doors, window fixtures or any portion of the patios other than the concrete slab and components below the surface of such concrete slabs. The Association's obligations shall extend to and include the maintenance, repair and replacement of the Unit roofs, which responsibility extends to all components including the roof trusses, plywood roof sheeting, the roof tiles, roofing felt or other form of underlayment. In the event any portion of the master sprinkler system servicing any Unit, Lot or Common Area is within the boundaries of a Unit or Lot, the Association shall have an ongoing right of access over, into and under such Unit and Lot for maintenance, repair and replacement of the same. At no time shall the Association have any responsibility for any remediation of mold within any Unit.

[Section 6.4 remains unchanged.]

**2. Article 6.5 is hereby amended as follows:**

6.5 Owner's Maintenance Obligation. Each Owner is responsible, at his expense, for the maintenance, repair and replacement of all portions of, and all other improvements constructed on or in his Lot or Unit which are not the obligation of the Association to maintain, repair and replace as provided in this Article VI. Accordingly, each Owner shall maintain, repair and (unless insured for casualty loss under the Association's casualty insurance as provided in Section 6.3) replace, at his expense, the items specified in Section 6.3 together with the interior of the Unit, including but not limited to all interior wall components, drywall, ceiling material, doors, windows, glass, screens, screen doors, electric panels, electric wiring, electric outlets and fixtures, heaters, hot water heaters, refrigerators, dishwashers and other appliances, drains, plumbing fixtures and connections, and all heating and air condition equipment. Each Owner is prohibited from fulfilling any of the maintenance, repair or replacement obligations in a manner that will result in a change to the exterior appearance of any Unit or Lot without first obtaining written consent from the Association or if required by the Association, from the Architectural Review Board. In any case where an Owner is responsible for repair or replacement of a component and the component is visible from the outside, the needed work shall be completed within one hundred twenty (120) days from the date of the occurrence which gave rise to the need for repair or replacement. In a case where materials are not available, the Owner's contractor may request a time extension from the Board. No Owner shall plant any additional trees, shrubs, bushes, grass or plants on a Lot without first obtaining the written consent of the Association, or if required by the Association, from the Architectural Review Board.

**3. Article 6.6 is hereby amended as follows:**

6.6 Owner Liability. In the event any Owner (a) fails to observe and perform any obligation imposed upon Owner by the terms and provisions of this Declaration with regard to the maintenance, repair and replacement of his Unit and the items which are not the Association's responsibility, or (b) damages or causes any damage to any building, improvements or grounds that are the Association's responsibility to maintain, repair, replace or reconstruct; or (c) makes or causes any unauthorized improvement, alteration or modification to his Lot, Unit or to the Common Area, Dock Area or Roadway Area which improvements, alterations or modifications are not approved in the manner set forth in this Declaration, then the Association shall have the right, after providing ten (10) days prior written notice, to enter upon the Unit, Lot or other affected part of the Property and either cause the necessary repairs, replacements or maintenance to be performed, or remove any unauthorized improvements, alterations or modifications. The Owner of any Lot or Unit upon which the Association acts in accordance with this Section 6.6 shall be responsible for all costs and expenses so incurred by the Association, and the Association shall have the right to add such amounts to the assessments for which such Owner and Lot or Unit is liable. Such amount if unpaid may be the subject of a lien as provided in §720.3085, Florida Statutes.

**4. Article 7.8 is hereby amended as follows:**

7.8 Title Acquired Through or in Lieu of Foreclosure. Except as required by §720.3085, Florida Statutes the lien in favor of the Association for outstanding assessments shall be

subordinate to a bona fide mortgage on any Unit or Lot, which mortgage is recorded in the Public Records of St. Lucie County, Florida prior to such outstanding assessments became due. A lien in favor of the Association for outstanding assessments shall not be affected by the sale or transfer of any Unit or Lot, except that in the event a mortgagee obtains title to a Unit or Lot as a result of the foreclosure of the mortgage owned and held by such mortgagee or by deed given in lieu of foreclosure ("Foreclosed Mortgage"), such mortgagee, its successors and assigns shall not be liable for the outstanding assessments pertaining to such Unit or Lot or chargeable against the former Owner which exceeds 1% of the mortgage amount or 1 year of past due assessments, which ever is less, which became due after the Foreclosed Mortgage was originally recorded and prior to such mortgagee acquiring title to the Unit or Lot encumbered by the Foreclosed Mortgage. Unpaid assessments that are not collectible from such mortgagee in excess of the statutory liability shall be deemed to be assessments collectible from all Owners and may, at the discretion of the Board of Directors, be reallocated and assessed to all other Units or Lots, including a Unit or Lot acquired through foreclosure or deed in lieu of foreclosure. Any foreclosure sale or transfer made in lieu of foreclosure shall not relieve the acquirer of title from the liability for any assessments made after such acquisition of title nor relieve the Unit or Lot so acquired from the lien of any assessments due after such acquisition of title. Notwithstanding anything contained herein to the contrary, the prior owner of any Unit or Lot sold or transferred pursuant to a foreclosure shall not be released from liability to the Association for any outstanding assessments, or from the enforcement of the prior Owner's personal obligation for outstanding assessments by means other than foreclosure of the lien in favor of the Association.

**5. Article 9.1 is hereby amended as follows:**

9.1 Units. The Association shall purchase and maintain a policy of fire, hazard, casualty and extended coverage (windstorm and hail) insurance for all structural components, exterior surfaces and roofs of all Units in an amount not less than the maximum insurable replacement value thereof excluding land, fountain and excavation. Any such policy shall afford coverage against loss, damage or destruction by fire or other hazard or casualty as may be covered by a standard extended coverage endorsement, and all other such risks as may be covered with respect to buildings, construction, location or use, including but not limited to theft, vandalism, malicious mischief and windstorm. Any such policy shall provide that it may not be modified or canceled without at least thirty (30) days prior written notice to the insured thereunder.

[Section 9.2 remains unchanged.]

**6. Article 9.3 is hereby amended as follows:**

9.3 Flood Insurance. In the event the Property is located within an area that has been designated a special flood zone, as defined by the Federal Emergency Management Agency, the Association shall purchase and maintain a policy of flood insurance, naming the Association as insured, and covering the Common Area, Dock Area (if available) and Roadway Area, and any improvements, building fixtures, personal property, equipment, supplies and materials located on and used in connection with the operation of the Property, and the Association shall purchase and maintain a similar policy covering all Units with such limitations to comply with Article 6.3 and 6.5 as permitted by the appropriate agencies that offer flood policies. The Association coverage shall be in an amount not less than the following: the lesser of (a) the maximum coverage available under the National Flood Insurance Program for all buildings and other improvements located on

any portion of the Common Area and Dock Area and Units that falls within a designated special flood zone; or (b) one hundred percent (100%) of the current replacement cost of such improvements, buildings and other insurable property. Any such policy shall provide that it cannot be cancelled or substantially modified without at least thirty (30) days prior written notice to the Association, or Owner, whoever the insured is under such policy. Provided, however, the Association shall not be required to obtain flood insurance coverage for (1) portions of the Common Area that are not within a building; (2) the Dock Area; or (3) Roadway Area, if such coverage is not available at a reasonable cost through the National Flood Insurance Program.

7. *The foregoing amendments to the Declaration of Restrictions, Covenants, Easements and Conditions of Coconut Cove Marina were adopted by the members by a vote sufficient for approval.*

8. *All provisions of the Declaration of Restrictions, Covenants, Easements and Conditions of Coconut Cove Marina are herein confirmed and shall remain in full force and effect, except as specifically amended herein.*

IN WITNESS WHEREOF the undersigned has caused these to be signed by its President and its Secretary this 13 day of December, 2023.

WITNESSES:

Coconut Cove Marina Homeowners Association, Inc.

[Signature]  
Witness #1 Signature

By: [Signature]  
JAMES H. WARD President

WR Humer  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Lee Urbani  
Witness #2 Printed Name

By: [Signature] Secretary  
Jeffrey Upholzer

[Signature]  
Witness #1 Signature

WR Humer  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Lee Urbani  
Witness #2 Printed Name

STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of December, 2023 by James Wohl as President of Coconut Cove Marina Homeowners Association, Inc.  who is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Seal



Ashley Buss  
Notary Public  
State of Florida  
Comm# HH119489  
Expires 4/20/2025

Ashley Buss  
Notary Signature

STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of December, 2023 by Jeff Upolizer as Secretary of Coconut Cove Marina Homeowners Association, Inc.  who is personally known to me or  has produced \_\_\_\_\_ as identification.

Notary Seal



Ashley Buss  
Notary Public  
State of Florida  
Comm# HH119489  
Expires 4/20/2025

Ashley Buss  
Notary Signature

**CERTIFICATE**

Coconut Cove Marina Homeowners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Restrictions, Covenants, Easements and Conditions, a copy of which are attached hereto, were duly and regularly approved by the members at the annual meeting held November 29, 2023.

IN WITNESS WHEREOF, the undersigned has caused these to be signed by its President and its Secretary this 13 day of December, 2023.

WITNESSES:

Walt Miller  
Witness #1 Signature

WR Miller  
Witness #1 Printed Name

[Signature]  
Witness #2 Signature

Lee Urbani  
Witness #2 Printed Name

Coconut Cove Marina Homeowners Association,  
Inc.  
By: [Signature]  
James R Wohl President

Walt Miller  
Witness #1 Signature

WR Miller  
Witness #1 Printed Name

Lee Urbani  
Witness #2 Signature

Lee Urbani  
Witness #2 Printed Name

Jeffrey Upholzer  
Secretary

STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of December, 2023 by James Wohl as President of Coconut Cove Marina Homeowners Association, Inc. [ ] who is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Notary Seal



**Ashley Buss**  
Notary Public  
State of Florida  
Comm# HH119489  
Expires 4/20/2025

Ashley Buss  
Notary Signature

STATE OF Florida  
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 13 day of December, 2023 by Jeffrey Upholzer as Secretary of Coconut Cove Marina Homeowners Association, Inc. [ ] who is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

Notary Seal



**Ashley Buss**  
Notary Public  
State of Florida  
Comm# HH119489  
Expires 4/20/2025

Ashley Buss  
Notary Signature