

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF ROYAL OAK CONDOMINIUM**

I HEREBY CERTIFY that the amendments attached as Exhibit A to this Certificate were duly adopted as amendments to the Declaration of Condominium of Royal Oak Condominium, recorded in Official Records Book 5600, at page 0702, of the Public Records of Brevard County, Florida, as they may have been further amended from time to time.

The attached amendments were approved by not less than a majority of the Board of Directors; and by the written consent, in lieu of a meeting, of not less than seventy-five (75%) percent of the members of the Association, pursuant to Section 617.0701(4), Fla. Stat.

[Signatures on Following Page]

WITNESS my signature hereto this 9 day of April, 2021 at Cocoa Beach, Brevard County, Florida.

Royal Oak Condominium Association, Inc.

Witness 1: [Signature]

Print Witness 1 Name:

Amelia Baehi

By: [Signature]
Ori Tal, as President

Attest: [Signature]
Tiffany Turk, as Secretary

Witness 2: [Signature]

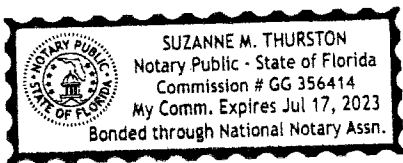
Print Witness 2 Name:

Nancy Buschner

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this April 9, 2021 (date) by Ori Tal, as President; and Tiffany Turk, as Secretary of Royal Oak Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FDW (type of identification) as identification.

[Notary Seal]



[Signature]
(Signature person taking Acknowledgment)

Suzanne Thurston
(Name typed, printed or stamped)

Notary Public State of FL
(Title or rank)

(Serial number, if any)

EXHIBIT "A"

**AMENDMENTS TO THE DECLARATION OF
CONDOMINIUM OF ROYAL OAK CONDOMINIUM**

[Substantial rewording of Declaration. See Section 14.2 for present text.]

Section 14.2 shall be amended as follows:

14.2 Notice to Association/Right of First Refusal.

(a) Sale.

(i) Should a unit owner receive a bona fide offer to purchase his unit to any person or entity other than an existing unit owner, he shall deliver to the Board of Directors of the Association a written notice including the name and address of the person(s) to whom the proposed conveyance is to be made, a copy of a contract executed by such buyer, and such other information requested by the Association within five (5) days from receipt of such notice.

(ii) The Board of Directors shall, within the later of seven (7) days after receiving such notice or seven (7) days from the receipt of any other information requested by the Association, notify all existing unit owners by email, mail, hand delivery or other reasonable means to the address on the books of the Association for each unit owner that an offer has been received to convey a unit, along with the details of the offer and a copy of the contract.

(iii) Within seven (7) days following the date the Association sends notice to the existing unit owners, an existing unit owner who desires to be substituted as the buyer shall, by hand delivery, Certified Mail, email or some other reasonable means, deliver to the Association management office a notice of exercise of the right of first refusal, along with a signed contract at the same terms than are specified in the contract provided by the selling unit owner. To be valid, and in addition to delivering such notice and contract, the existing unit owner must also place a deposit in the amount of the initial deposit specified in the contract (if any) with an escrow agent selected by the Association for such purpose, which escrow agent shall be identified in the notice to the existing owners. Provided that the existing unit owner's notice of exercise of the right of first refusal, contract and deposit are timely delivered as provided herein, the Association shall inform the unit owner who submitted the notice of the offer to the Association of such exercise of the right of first refusal, and the unit owner who submitted the notice of the offer to the Association shall be bound to honor the existing unit owner's exercise of the right of first refusal and complete the transaction with the existing unit owner. If the existing unit owner fails to timely comply with the requirements of this section or fails to complete the transaction consistent with the terms of the proposal, the selling unit owner may proceed with his sale to the party indicated in the submitted proposal and the existing unit owners shall be deemed to have waived their rights of first refusal. In the event there is more than one existing unit owner who timely notifies the Association that he

wishes to exercise the right of first refusal, the right shall be offered first to the existing unit owner whose valid notice, contract and deposit are first received.

(iv) The Association's role in the first refusal process is solely to timely distribute notices of intents to sell to the existing unit owners upon receipt and to receive and forward the notice of exercise of the right of first refusal. Any dispute between the unit owner who submitted the notice to sell to the Association and an existing unit owner who desires to exercise his right of first refusal shall be solely between those parties. The Association shall have no obligation to engage in legal action to enforce the rights between those parties. In the event a party shall join the Association in any legal action concerning the exercise of the right of first refusal, that party shall be responsible to reimburse the Association for its reasonable attorney fees and costs irrespective of who is the prevailing party in the dispute.

(b) **Lease.** A unit owner intending to make a bonafide lease or renewal of a lease of a unit or any interest in it shall give to the Association notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.