

This instrument prepared by and should)
be returned to:)

Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)

**CERTIFICATE OF FIFTH AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM OF ACQUILUS II, A
CONDOMINIUM**

WHEREAS, the Declaration of Condominium of Aquilus II, a Condominium, was originally recorded at Official Records Book 13376, Page 501 and amended pursuant to the amendments recorded at: Official Records Book 13445, Page 1351; Official Records Book 13499, Page 2439; Official Records Book 15984, Page 474; and Official Records Book 19470, Page 2053 all in the Public Records of Duval County, Florida (hereinafter collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII(A) of the Declaration, the Declaration can be amended by the affirmative vote of the Owners holding more than two-thirds (2/3) of the votes; and

WHEREAS, at a duly noticed Members' Meeting held on January 25, 2024, more than 2/3rds of the Members approved the amendments set forth below.

NOW THEREFORE, the Board of Directors hereby certifies that the amendments to the first paragraph of the Declaration of Condominium, Article IX(C) and Article XVI(M) (the first and second paragraphs) of the Declaration of Condominium are hereby amended as follows:

1. The first paragraph of the Declaration is hereby amended as follows:

ACQUILUS II, LLC, a Florida limited liability company ("Developer"), being the owner of the fee simple title to the property described in Exhibit A attached hereto and made a part hereof, for itself, its successors, grantees and assigns, hereby submits said property, improvements thereon and appurtenances thereto to condominium ownership pursuant to Chapter 718 of the Florida

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Statutes ("Condominium Act"), as amended from time to time ~~as enacted upon date of recordation hereof and as it may be renumbered.~~

2. Article IX(C) is hereby amended as follows:

IX MAINTENANCE.

A. ...

C. Limited Common Elements. The responsibility for the cost of keeping in a clean and orderly condition the Limited Common Elements which are appurtenant to a certain Unit or Units to the exclusion of other Units, shall be borne by the Owner(s) of the Unit(s) to which the same are appurtenant, including without limitation, general cleaning, upkeep of area and appearance, sliding glass doors and any wiring, electrical outlets and fixtures. The Association shall be responsible for maintaining, repairing, repainting, refinishing and replacing the structural and mechanical elements of the Limited Common Elements, including the balconies and covered garages, with the exception of garage door springs, openers, and remotes, and shall assess against and collect from the Owners of all Units as a part of the Assessments, the cost of such maintenance, repair, repainting, refinishing and replacement.

3. Article XVI(M) is hereby amended as follows:

XVI USE RESTRICTIONS.

In order to provide for congenial occupancy of the Condominium Property and for the protection of the value of the Units, the use of the Condominium Property shall be in accordance with the following provisions, so long as the Condominium exists:

A. ...

M. Hurricane Shutters. The Board of Directors may, from time to time, establish hurricane shutter or laminated glass or window film specifications which comply with the applicable building code and which establish permitted colors/tints, styles and materials for hurricane shutters or such laminated glass or indoor window film. Subject to the provisions of Article VI, the Association shall approve the installation or replacement of hurricane shutters or laminated glass and/or window film as applicable, conforming with the Board's specifications. The Board may, with the approval of the majority voting interests of the Condominium, install hurricane shutters or laminated glass or other indoor window film and may (without regard to approval of the membership) maintain, repair or replace such Common Elements, Units or Association Property; provided, however, that if laminated glass and/or window film in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection is installed, the Board will not install hurricane shutters in accordance with this provision. All Units with east facing balconies must enter into a contract to enclose the entire balcony with hurricane shutters on or before May 1, 2024. This shall include the corner Units, which only have a portion of the balcony facing east. For such corner Units, with a portion of the balcony facing

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east, the entire balcony must be enclosed with hurricane shutters, including the portion of the balcony facing north and south. All such contracts to install hurricane shutters, must require that installation be completed on or before August 1, 2024, and installation must, in fact, be completed on or before August 1, 2024, unless the Unit Owner can provide evidence of the contractor's inability to meet this deadline.

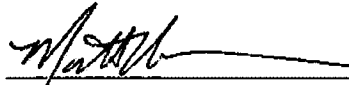
~~If shutters are permitted, all shutters shall remain open unless and until~~ must be closed when a storm or a storm warning is announced by the National Weather Center or other recognized weather forecaster a Unit Owner evacuates his/her Unit due to inclement weather; or at any time deemed necessary by property management and/or the Board. If a Unit Owner, tenant or occupant leave the Unit for more than five (5) consecutive days during hurricane season, June 1st through November 30th, the storm shutters must be closed. Further, a ~~A Unit Owner, tenant,~~ or occupant who plans to be absent during all or any portion of the hurricane season must prepare a Unit prior to departure by designating a responsible firm or individual to care for his/her Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage and must furnish the Association with the names of such firm or individual.

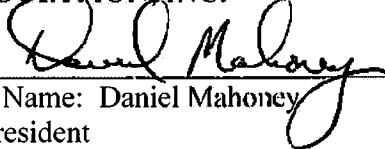
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IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President affixed this 18th day of March, 2024.


WITNESSES:

ACQUILUS II CONDOMINIUM
ASSOCIATION, INC.


Witness #1 Signature
Matthew Kruecker
Witness #1 Printed Name

By: 
Print Name: Daniel Mahoney
As President

Witness #1 address: 1201 1st St.
N. # 205, Jacksonville Beach, FL 32250


Witness #2 Signature
Michael J. Cribbs
Witness #2 Printed Name

Witness #2 address: 1734 Rheta St Jax, FL 32218

(Notary on Next Page)

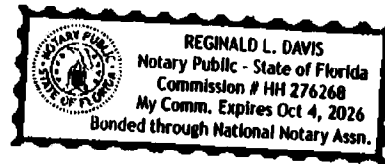
STATE OF FLORIDA

COUNTY OF DUVAL

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or [] online notarization this 18 day of MARCH, 2024, by Daniel Mahoney, as President of Aquilus II Condominium Association, Inc., who is personally known to me or [] who has produced _____ (type of identification) as identification. He acknowledges executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

(NOTARY SEAL)

(Signature) Reginald L. Davis
NOTARY PUBLIC - STATE OF FLORIDA
Commission No.: # HH 276268
Print Name: REGINALD L. DAVIS
Commission Expires: OCT. 4th, 2026



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