

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Benjamin E. Wilson, Esq.
The Viera Company
7380 Murrell Road, Suite 201
Viera, FL 32940
(321) 242-1200

CFN 2019063235, OR BK 8400 PAGE 809,
Recorded 03/28/2019 at 04:27 PM, Scott Ellis, Clerk of
Courts, Brevard County
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**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR
SENDERO COVE NEIGHBORHOOD AREA**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR SENDERO COVE NEIGHBORHOOD AREA (this “**Amendment**”) is dated as of March 28, 2019 by THE VIERA COMPANY, a Florida corporation (“**Neighborhood Declarant**”). The effective date of this Amendment shall be the date that this Amendment is recorded in the Public Records of Brevard County, Florida (the “**Effective Date**”).

RECITALS:

WHEREAS, Neighborhood Declarant is the “Neighborhood Declarant” under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Sendero Cove Neighborhood Area recorded on February 12, 2019 in Official Records Book 8366, Page 2360, of the Public Records of Brevard County, Florida (the “**Declaration**”);

WHEREAS, under Article XI of the Declaration, Neighborhood Declarant has the unilateral right to amend the Declaration during the Class B Control Period, and, as of the date of this Amendment, the Class B Control Period remains in effect;

WHEREAS, pursuant to Article XI of the Declaration, Neighborhood Declarant desires to amend the Declaration as more particularly provided in this Amendment; and

WHEREAS, The Viera Company, a Florida corporation, as the “Community Declarant” under the Declaration (the “**Community Declarant**”), is joining in the execution of this Amendment to evidence its consent to the provisions of this Amendment.

NOW, THEREFORE, Neighborhood Declarant hereby amends the Declaration as set forth below pursuant to Article XI of the Declaration:

1. RECITALS: The above recitals are true and correct, and are incorporated into this Amendment by this reference.

2. DEFINED TERMS: Any capitalized term not otherwise defined in the above recitals or elsewhere in this Amendment shall have the meaning ascribed to such term in the Declaration.

3. AMENDMENTS: The Declaration is hereby amended as follows as of the Effective Date:

- a. Conveyance of Common Area and Neighborhood Association Property: Article II, Section 2 of the Declaration is hereby amended to be as follows, with any deleted text in ~~strikethrough~~ text and added text in double-underlined text:

“Section 2. Conveyance of Common Area and Neighborhood Association Property. The Neighborhood Association may or may not own any Common Area in fee simple; provided however, before the U.S. Department of Housing and Urban Development insures the first mortgage on a Unit in the Neighborhood Area, Neighborhood Declarant (or Community Declarant) shall convey the Common Area, if any, to the Neighborhood Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by Neighborhood Declarant (or Community Declarant), and from all other encumbrances then of record, but subject however to all other matters of record, including without limitation easements, the Neighborhood Declaration, the Community Declaration, the VSD, and ad valorem real property taxes for the year of conveyance. The Common Area, as well as any other real or personal property owned by the Neighborhood Association which may not be considered Common Area, shall not be mortgaged or conveyed (except to the Neighborhood Association) without the consent of at least two-thirds (2/3) of the Owners, excluding the Neighborhood Declarant. Provided, however, that notwithstanding anything in the preceding sentence to the contrary, the Neighborhood Association may convey portions of the Common Area or other property owned by the Neighborhood Association with only the approval of ~~two-thirds (2/3)~~ a majority of the members of the Board of Directors in order to (a) convey a portion of the Common Area to a governmental entity, the Neighborhood Declarant, or the Community Declarant, or (b) effect boundary line adjustments or correct scrivener’s or inadvertent engineering errors that do not materially adversely affect (i) the utility of the Common Area or other property to the Owners, or (ii) the value of the Common Area or other property owned by the Neighborhood Association. The Neighborhood Association shall accept title to any real estate or personal property, or any interest therein, offered to the Neighborhood Association by Neighborhood Declarant or Community Declarant. If ingress or egress to any Unit is through the Common Area, any conveyance or encumbrance of such Common Area shall be subject to the Unit Owner’s easement for ingress and egress. The Common Area shall be a part of the Area of Common Responsibility.”

- b. Easements for Utilities and Other Services: Article IX, Section 2 is hereby amended to be as follows, with any deleted text in ~~strike~~through text and added text in double-underlined text:

“Section 2. Easements for Utilities and Other Services. There is hereby reserved unto Neighborhood Declarant, so long as Neighborhood Declarant owns any property which is subject to this Neighborhood Declaration or which under the terms of this Neighborhood Declaration could be annexed to the Neighborhood Area, and its designees (which may include, without limitation, Brevard County, Florida, any other governmental entity or any utility service provider for the Neighborhood Area), blanket non-exclusive easements upon, across, over, and under all of the Common Area, all Tracts identified as such on any Plat, and, to the extent shown on the Plat, over other portions of the Neighborhood Area, for ingress, egress, installing, replacing, repairing and maintaining cable television systems, master television antenna systems, fiber optic lines, security and similar systems, roads, walkways, bicycle pathways, lakes, ponds, wetlands, drainage systems, road lights, signage, and all utilities, including, but not limited to, water, sewer, surface water management systems, including the Master Drainage System, the Neighborhood Drainage System or the VSD Drainage System, meter boxes, telephones, gas, and electricity; provided, the exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry into any Unit shall be made only after reasonable notice to the Owner or occupant thereof. Notwithstanding the foregoing, to the extent that an Owner constructs improvements on, or relating to, a Unit that encroach upon any of the foregoing easement areas referenced in this Section 2, those encroaching improvements constructed by Owner are subject to the easement rights granted in this Section 2. Each Owner acknowledges that if such encroaching improvements within the easement area unreasonably interfere with the easement rights granted in this Section 2, those improvements may be altered, removed, or relocated by the easement holder without responsibility upon the easement holder for replacing such improvements. Such reservation shall be subject to any specific approval right of the Community Declarant that may be required by the Community Declaration.”

4. JOINDER: The Community Declarant is joining in the execution of this Amendment to evidence its consent to the provisions of this Amendment.

5. FULL FORCE AND EFFECT: The terms, provisions and conditions set forth in the Declaration that are not modified in this Amendment remain unmodified and in full force and effect. In the event of a discrepancy between the terms and conditions of the Declaration and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail.

6. COUNTERPARTS: This Amendment may be executed in counterparts.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, Neighborhood Declarant has executed this Amendment as of the date set forth above.

WITNESSES:

Benjamin E. Wilson
Print Name: Benjamin E. Wilson

Charlene R. Spangler
Print Name: Charlene R. Spangler

NEIGHBORHOOD DECLARANT:

THE VIERA COMPANY,
a Florida corporation

By: [Signature]

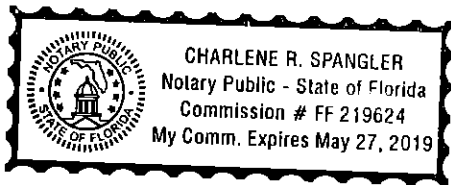
Name: Todd J. Pokrywa

Title: President

Address: 7380 Murrell Road, Suite 201
Viera, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 28th day of March 2019 by Todd J. Pokrywa, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



Charlene R. Spangler
Notary Public, State of Florida
Print Name: Charlene R. Spangler
Commission No.: FF 219624
My Commission Expires: 5/27/2019

(JOINDERS BEGIN ON THE FOLLOWING PAGE.)

JOINDER

(COMMUNITY DECLARANT)

The Community Declarant hereby joins in the execution of this Amendment for the purpose of consenting to the terms and conditions of this Amendment

WITNESSES:

Benjamin E. Wilson
Print Name: Benjamin E. Wilson

Charlene R. Spangler
Print Name: Charlene R. Spangler

COMMUNITY DECLARANT:

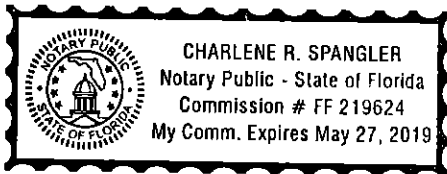
THE VIERA COMPANY,
a Florida corporation

By: [Signature]
Name: Todd J. Pokrywa
Title: President

Address: 7380 Murrell Road, Suite 201
Viera, Florida 32940

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 28th day of March 2019 by Todd J. Pokrywa, the President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



Charlene R. Spangler
Notary Public, State of Florida
Print Name: Charlene R. Spangler
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