

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 2019063240, OR BK 8400 PAGE 840,
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Courts, Brevard County
Pgs:7

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS
FOR
VALENCIA NEIGHBORHOOD AREA**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR VALENCIA 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 Valencia Neighborhood Area recorded on May 20, 2016 in Official Records Book 7621, Page 869, 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 Viera Stewardship District, 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. Leasing: Article II, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following provisions as a replacement Article II, Section 3 to incorporate amendments (1) allowing less than the entire Unit to be leased, (2) limiting to the rental of a Unit to no more than two (2) leases per year, and (3) prohibiting so called “short term rental” of Units (*Note: Substantial rewording. Please see the Declaration for current text*):

“Section 3. Leasing. Subject to the provisions of this Section 3 and the provisions of Article IX, Section 11 of this Neighborhood Declaration, an Owner shall be allowed to lease or otherwise rent his Unit, provided that such lease/rental is evidenced by a written lease instrument complying with the requirements and other provisions of this Section 3. A lease for a Unit shall be either for (a) the entire Unit or (b) only certain rooms within a Unit, so long as a bedroom is included in such lease. The written lease for such lease/rental of the Unit shall require (and shall be deemed to require, if not expressly set forth in the written lease) the tenant thereunder to comply with the terms and conditions of this Neighborhood Declaration, the Bylaws, the Articles of Incorporation, the Community Declaration, and the bylaws and articles of incorporation of the Community Association (including, without limitation, the use restrictions imposed upon Owners in connection with use of a Unit or the Common Area), and provided further that such written lease and the tenancy of the Unit is otherwise in compliance with any rules and regulations promulgated by the Neighborhood Association or the Community Association. Any written lease for the permitted lease/rental of a Unit shall be enforceable by the Neighborhood Association and the Community Association, whether or not so stated in its terms. No lease/rental of a Unit (or any portion thereof, so long as a bedroom is included in such lease) shall be for a term of less than one (1) year, unless leased/rented to an Authorized Builder for use of the Unit as a model/sales home for purposes of marketing such Authorized Builder’s product line for sale within the Neighborhood Area or the Properties in general. A Unit shall not be subject to more than two (2) leases in a calendar year, unless leased/rented to an Authorized Builder for use of the Unit as a model/sales home for purposes of marketing such Authorized Builder’s product line for sale within the Neighborhood Area or the Properties in general. Notwithstanding the foregoing sentence, in no event shall a Unit be leased/rented, licensed, or otherwise conveyed or permitted to be used as a so-called “short term rental”, “overnight rental”, or “vacation rental”, or a bed and breakfast, motel, hotel, or extended stay lodging facility (including, without limitation, through existing rental services such as, and not limited to, AirBnB, VRBO, HomeAway, HomeToGo, and FlipKey, among others), and the aforementioned forms of short term rental shall be excluded when referring to the permitted form of leasing/renting of a Unit in this Section 3. During the term of any permitted lease/rental of a Unit, each tenant must comply with the use restrictions set forth in this Neighborhood Declaration, the Community Declaration, and any rules and regulations respectively adopted by the Neighborhood Association or the Community Association. Further, during the term of any permitted lease/rental of a Unit, an Owner shall not be relieved of any obligations under the terms of the Neighborhood Declaration and Community Declaration, and an Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the Neighborhood Declaration, Community Declaration, any rules and regulations thereunder and any other documents set forth above, notwithstanding

the fact that the tenants are also fully liable for any violation of the documents and rules and regulations. In the event a tenant, occupant, guest, invitee or person living with the tenant or occupant violates the Neighborhood Declaration, Bylaws, Articles of Incorporation, the Community Declaration, the bylaws or articles of incorporation of the Community Association, or the rules and regulations of the Neighborhood Association or Community Association, the Neighborhood Association or Community Association as appropriate, shall have the power to bring an action or suit against the violating tenant, occupant, guest, invitee and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief, or for any other remedy available at law or in equity. The Neighborhood Association or the Community Association, as the case may be, shall at all times have all rights granted to it by Section 720.3085(8), Florida Statutes, as amended or renumbered from time to time, or otherwise under Florida law to notify any tenant of a Unit that the Owner of such Unit is delinquent in the payment of any Assessments to the Neighborhood Association or the Community Association, as the case may be, and to collect such past due amounts directly from the tenant in compliance with all applicable requirements imposed by Florida law. The Neighborhood Declarant and each Authorized Builder shall be exempt from the provisions of this Section 3. No amendment of this Section 3 shall be effective unless such amendment is consented to by the Neighborhood Declarant and the Community Declarant.”

- c. Easements for Utilities and Other Services: Article IX, Section 2 is hereby amended to be as follows, with any deleted text in ~~strikethrough~~ 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:

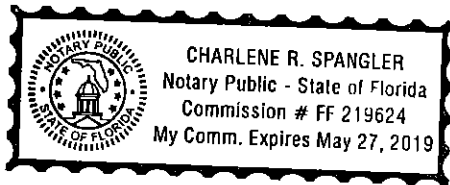
THE VIERA COMPANY,
a Florida corporation

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.: FF219624
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:

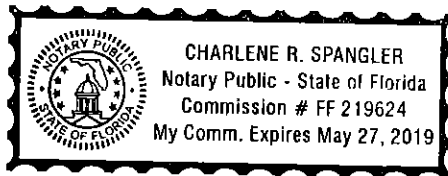
THE VIERA COMPANY,
a Florida corporation

By: Todd J. Pokrywa
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