

_____the space above this line is reserved for recording purposes_____

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF
LAKES AT VIERA EAST CONDOMINIUM ASSOCIATION, INC., A
CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of LAKES AT VIERA EAST CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF CONDOMINIUM OF LAKES AT VIERA EAST CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, recorded in Official Records Book 5410, Page 6290, of the Public Records of Brevard County, Florida (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF CONDOMINIUM OF LAKES AT VIERA EAST CONDOMINIUM ASSOCIATION, INC., A CONDOMINIUM, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 1st day of November, 2011 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article 17.8 of the Declaration, as amended, by the affirmative vote of a majority of the voting interests appearing in person or by proxy. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date, and location of the Meeting.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 1st day of November, 2011 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article 17.8 of the Declaration, as amended, by the affirmative vote of a majority of the voting interests appearing in person or by proxy. Proper notice was given for the Meeting pursuant to the Bylaws of the Association and the Florida Statutes. The Notice of the Meeting stated purpose, time, date and location of the Meeting.


The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

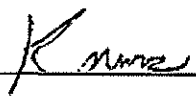
IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 1st day of November, 2011.

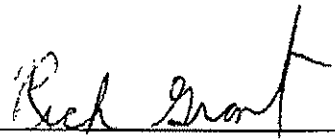
Witnesses:

Lakes at Viera East Condominium Association

A Florida non-profit corporation


Print name Todd Foley

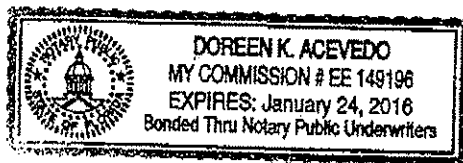

Print name Kevin Marcos



By: 
Richard Grant

STATE OF FLORIDA

COUNTY OF BREVARD

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 6 DAY OF APRIL, 2012 BY RICHARD GRANT AS THE PRESIDENT OF THE LAKES AT VIERA EAST CONDOMINIUM ASSOCIATION, INC. A FLORIDA NOT-FOR -PROFIT CORPORATION.



**AMENDMENT TO DECLARATION OF CONDOMINIUM OF
LAKES AT VIERA EAST, A CONDOMINIUM**

The following amendments are made to Article 12, Sections 12.4 and 12.7, and Article 13 of the DECLARATION OF CONDOMINIUM OF LAKES AT VIERA EAST, A CONDOMINIUM, recorded in Official Records Book 5410, Page 6290, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

...

12. USE RESTRICTIONS: The use of the Condominium property shall be in accordance with the following provisions:

...

12.4 Pets. Only the following pets are allowed to be kept on the Condominium property:

(A) A maximum of two (2) domestic dogs per Unit. Notwithstanding this allowance, the following specific breeds are prohibited: Pit Bull, Doberman Pinscher, Akita, Rottweiler, Husky, Bull Mastiff and Chow. Under no circumstances is any dog whose breed is known to be vicious or ill-tempered permitted on any portion of the Condominium property. Such breeds include, but are not limited to: pit bull (i.e., American Pit Bull Terrier, American Staffordshire Terrier or Staffordshire Bull Terrier or any dog exhibiting any physical traits of any one or more of such breeds); Rottweiler; Bull Mastiff; Chow; Akita; Doberman Pinscher; Husky; German Shepherd; and any dog that has any of the aforementioned breeds in their lineage. Additionally, no dog (regardless of whether such dog is of a breed known to be vicious or ill-tempered) which has a history of or propensity towards viciousness shall be permitted on any portion of the Condominium property at any time. All currently-owned dogs of the above-referenced type breeds will be exempted from these breed restrictions for present Owners, their family members currently residing on the property and/or current tenants. Therefore, as of the effective date of this Amendment (i.e. the date this Amendment is recorded in the Public Records of Brevard County, Florida), the breed restrictions for dogs listed in this Amendment shall apply to:

1. all pets owned by Owners who purchase a Unit within the Condominium after the above-referenced effective date of this Amendment (i.e. new Owners);
2. all pets owned by family members of new Owners, purchasing within the Condominium;
3. all pets owned by new tenants of Units (or their family members) within the

Condominium whose leases commence after the effective date of this Amendment; and

4. all pets newly acquired (by whatever means) by present Owners, their family members residing on the property, or present tenants of the Condominium (i.e., any pet which is not housed in a Unit within the Condominium as of or on the effective date of this Amendment).

(B) A maximum of two (2) domestic cats per Unit;

(C) Fish in an aquarium, not to exceed 30 gallons without prior Board approval.

In no event, other than in the case of fish, shall there be more than a cumulative total of two (2) animals kept in a Unit at any time.

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12.7 Smoking Prohibited in Certain Areas. Smoking is prohibited on or within the following common elements of the Condominium: lobbies, hallways, walkways, stairwells, breezeways, pool area (including restrooms, deck area, clubhouse, portico, and veranda), mail kiosks, and within any other recreational area or recreational tract. For purposes of this section, smoking is defined as inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product. Each Owner is responsible for the compliance with this provision by the Owner and all residents within the Owner's Unit, and for all guests, tenants, and invitees of such Owner.

13. LEASING: In order to foster a stable residential community, no Unit shall be leased for a period of less than six (6) months. In addition, no Unit shall be leased during the Unit Owner's first one (1) year of ownership of the Condominium Unit, unless the Unit was originally purchased from Developer as a non-owner occupied Unit as set forth on the Purchase and Sale Agreement. The Unit may be leased provided the occupancy is only by one (1) lessee and members of his immediate family and guests. No Unit may be leased more frequently than twice in any 365 calendar-day period. The maximum rental period is unrestricted. No rooms may be rented and no transient tenants may be accommodated. No lease of a Unit shall release or discharge the Owner thereof of compliance with the condominium documents or any of his other duties as an Owner. Time sharing of Units is prohibited. Ownership of a Unit on a monthly or weekly time sharing program is prohibited. Subleasing of any Units is prohibited. All leases shall be in writing and shall be subject to the Declaration, Articles of Incorporation, By-Laws and the Rules and Regulations of the Association and shall be approved by the Board of Directors of the Association, in its sole discretion. The Board may charge a fee for such approval. Any such fee shall in no event exceed fifty (\$50.00) dollars.

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