

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Frank J. Lacquaniti, Esq.
ARIAS BOSINGER, PLLC
280 W. Canton Ave., Ste. 330
Winter Park, FL 32789

_____ the space above this line is reserved for recording purposes _____

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR VENTANA**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of VENTANA OWNERS ASSOCIATION, INC. (hereinafter the "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR VENTANA, recorded in Official Records Book 3461, Page 1665, *et seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter the "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR VENTANA, which amendment is attached hereto and by reference made a part hereof (hereinafter the "Amendment"), was duly adopted at a meeting of the Members on the 23 day of Aug, 2023 (hereinafter the "Meeting").

Pursuant to Article XIII, Section 13.2 of the Declaration, the Amendment was adopted at the Meeting by the affirmative vote of not less than seventy-five percent (75%) of the total voting power of the members of the Association. notice was given for the Meeting pursuant to the By-Laws 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 homeowners 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 HEREOF, the Association has caused these presents to be executed in its name, this 23 day of Aug, 2023.

Signed, sealed and delivered
in the presence of:

VENTANA OWNERS
ASSOCIATION, INC.

Crystal Evans
(Sign - Witness 1)
Crystal Evans
(Print - Witness 1)

By: Carole Fritsche
(Sign)
CAROLE FRITSCHÉ
(Print)

Elizabeth A Hy
(Sign - Witness 2)
Elizabeth A Hy
(Print - Witness 2)

President, Ventana Owners Association, Inc.
DL- F632-106-81-545-0

Crystal Evans
(Sign - Witness 1)
Crystal Evans
(Print - Witness 1)

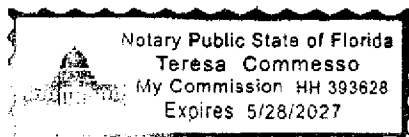
Attest: [Signature]
(Sign)
MARIO BRUNETTI
(Print)

Elizabeth A Hy
(Sign - Witness 2)
ELIZABETH A HY
(Print - Witness 2)

Secretary, Ventana Owners Association, Inc.
DL- B653554-55-464-0

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me, by means of physical presence
or online notarization, this 23 day of Aug, 2023, by
Carole Fritsche, as President, and Mario Brunetti, as Secretary,
of VENTANA OWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf
of the corporation, who are personally known to me or who have produced
as identification.



NOTARY PUBLIC
Teresa Comnesso (Sign)
Tereser Comnesso (Print)

State of Florida, At Large
My Commission Expires: 5/28/27

AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR VENTANA

The following amendments are made to the DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR VENTANA, recorded in Official Records Book 3461, Page 1665, *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):

[...]

**ARTICLE VI
USE RESTRICTIONS – RESIDENTIAL PROPERTY**

The use, occupation, and enjoyment of any LOT shall be subject to and governed by the following covenants, conditions, and restrictions, to wit:

[...]

6.2 Ownership and Leasing. Ownership of any LOT shall be for single family residential dwelling purposes only. Accordingly, RESIDENTIAL PROPERTIES may not be rented or leased for any single period of less than twelve (12) months. No “Time Sharing Plan” as that term is defined in Section 721.05 Florida Statutes, or any similar plan of fragmented or interval ownership of any LOT shall be permitted.

A. All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased LOT are bound by and are obligated to comply with the DECLARATION, ARTICLES, BY-LAWS and RULES AND REGULATIONS of the ASSOCIATION, and that the tenant has received a copy of same. The OWNER shall be responsible for providing a copy of the DECLARATION, ARTICLES, BY-LAWS and RULES AND REGULATIONS to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the DECLARATION, ARTICLES, BY-LAWS and RULES AND REGULATIONS by the tenant.

b. Should an OWNER wish to lease his LOT, he/she shall furnish the ASSOCIATION with a copy of the lease, the name and contact information of the lessee, the names of and contact information for all occupants, and such other information as the ASSOCIATION may reasonably require, no later than thirty (30) days prior to the commencement of the new lease term.

c. Any OWNER obtaining title to a LOT may not lease their LOT for any term for a period of three hundred sixty-five (365) days from the date of recording an instrument of title on the LOT or from the date of acquisition of title, whichever occurs first. During the first three hundred sixty-five (365) days, the LOT may only be owner-occupied. After the completion of the first initial year of ownership and occupancy as described above, an OWNER may lease the LOT in accordance with these use restrictions and the requirements of the ASSOCIATION’S

DECLARATION, ARTICLES, BY-LAWS and RULES AND REGULATIONS, and any amendments thereto. This subsection c. hereof shall not apply to OWNERS of LOTS on the date this Amendment is recorded in the Public Records of Brevard County, Florida ("effective date"). Accordingly, OWNERS of LOTS on the effective date of this Amendment may lease their LOT even if they have owned their LOT for less than one (1) year from the effective date of this amendment. Further, this subsection c. shall not apply to any OWNER acquiring title to a LOT by way of gift, devise, or inheritance.

- d. As of the effective date of this Amendment, no Investment Group shall own any number of LOTS within the ASSOCIATION greater than one (1). For purposes of this Amendment, "Investment Group" shall be defined as a corporation, limited liability company, limited partnership, or other similar legal entity. This restriction shall limit the number of LOTS owned by a particular Investment Group within the Property of the ASSOCIATION to one (1) LOT. If any Investment Group acquires or owns greater than one (1) LOT within the ASSOCIATION at any time, the Investment Group shall be required to sell or transfer title to a person or other legal entity outside of the Investment Group within twelve (12) months of the date of acquisition of the LOT(S), the same number of LOT(S) exceeding the number of one (1) owned by said Investment Group. Notwithstanding anything to the contrary contained herein, this provision shall not apply to any Investment Group owning more than one (1) LOT within the ASSOCIATION as of the date of recording of this Amendment. However, if this Investment Group acquires any additional LOTS within the ASSOCIATION, that same Investment Group shall be required to sell or transfer title within twelve (12) months of acquisition of those additional LOTS within the ASSOCIATION any number of LOTS necessary to reduce the number of LOTS within the ASSOCIATION owned by that Investment Group to that number owned as of the date of recording of this Amendment, or a lesser number.
- e. If a tenant, occupant, guest or invitee fails to abide with the DECLARATION, ARTICLES, BY-LAWS and RULES AND REGULATIONS, the OWNER shall be responsible for the conduct of the tenants, occupants, guests and invitees and shall be subject to all remedies set forth in the ASSOCIATION'S DECLARATION, ARTICLES, BY-LAWS or RULES AND REGULATIONS, as each may be amended from time to time, and Florida law, without waiver of any remedy available to the ASSOCIATION as to the tenant. The OWNER shall have the duty to bring his tenant's conduct (and that of the other occupants, guests and invitees of the residence) into compliance with the ASSOCIATION'S DECLARATION, ARTICLES, BY-LAWS or RULES AND REGULATIONS, as each may be amended from time to time, by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible.
- f. OWNERS hereby grant the ASSOCIATION a continuing power of attorney to act as agent for the OWNER specifically to terminate any lease and evict or remove the occupants of the LOT in the enforcement of this Section. The ASSOCIATION

shall have the authority, but not the obligation, to act as agent of the OWNER to undertake whatever action it deems appropriate, in its sole discretion, to abate noncompliance with this Section, including without limitation the right to terminate the lease or license; issue notice under Section 83.56, Florida Statutes, and sue for eviction under Sections 83.56-83.625, Florida Statutes as if the ASSOCIATION were a landlord under part II of Chapter 83, Florida Statutes, against the lessee in the name of the ASSOCIATION in its own right, or as agent of the OWNER. OWNERS hereby further grant a continuing power of attorney to the ASSOCIATION to take act as landlord and evict the non-complying occupants. However, the ASSOCIATION is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no obligations under Section 83.51, Florida Statutes.

g. The OWNER and tenant shall be jointly and severally liable to the ASSOCIATION for any and all costs, attorney fees and/or expenses incurred by the ASSOCIATION to make repairs, clean-up, maintenance and/or replacement or to pay any claim for injury and/or damage to any portion of the ASSOCIATION property resulting from, related to, arising from and/or associated with the willful actions, the omissions and/or the negligence of the tenant.

h. The ASSOCIATION shall have the right to recover, and the OWNER and tenant shall be jointly and severally liable for any and all costs or fees, including attorneys' fees, incurred in connection with enforcement of this Section, including pre-suit costs and attorneys' fees, which shall be secured by a continuing lien in the same manner as ASSESSMENTS for COMMON EXPENSES, and secured by a claim of lien that may be foreclosed by the ASSOCIATION. Any lease shall provide or be deemed to provide that the ASSOCIATION shall have the authority to direct that all rental income related to the LOT be paid to the ASSOCIATION until all past due and current obligations of the ASSOCIATION have been paid in full, including but not limited to all past due ASSESSMENTS, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

i. The BOARD may also from time to time adopt RULES AND REGULATIONS pertaining to the leasing of LOTS and tenant restrictions.

j. The foregoing changes to Section 6.2 of this DECLARATION shall apply to those OWNERS of LOTS within VENTANA in accordance with Section 720.306(1)(h)(1), Florida Statutes.

[...]

**ARTICLE XIII
AMENDMENT**

[...]

- 13.2 Amendment by ASSOCIATION. Subject to the provisions of Section 13.5 of this Declaration, the terms and provisions of and the covenants, restrictions, and easements set forth in this DECLARATION may be changed, amended, or modified at any time and from time to time by the ASSOCIATION upon the affirmative ~~written consent or the~~ vote of not less than ~~seventy five percent (75%) of the total voting power of the~~ a majority of those members of the ASSOCIATION present in person or by proxy at a regular or special meeting of the membership at which a quorum has been attained; provided, however, that until December 31, 2004, no such change, amendment, or modification by the ASSOCIATION shall be effective without the DEVELOPER'S express written joinder and consent.

[...]