

THIS DOCUMENT PREPARED BY
AND RETURN TO:

NEAL McCULLOH, ESQ.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSES AND EASEMENTS
FOR PINEDA SPRINGS SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Community Association of Pineda Springs, Inc. (hereinafter "Association"), pursuant to the Florida Statutes and the Declaration Of Covenants, Conditions, Restrictions, Reservations, Licenses And Easements For Pineda Springs Subdivision, recorded in Official Records Book 6959, Page 1039, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the Amendment To Declaration Of Covenants, Conditions, Restrictions, Reservations, Licenses And Easements For Pineda Springs Subdivision, 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 16th day of August, 2021 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XI, Section 11.10(b) of the Declaration, as amended, by the affirmative vote of not less than two-thirds (2/3) of the voting interests of the members of the Association. Proper 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 18th day of August, 2021.

Signed, sealed and delivered
in the presence of:

Dawn Mauro
(Sign - Witness 1)

Dawn Mauro
(Print - Witness 1)

August Mauro
(Sign - Witness 2)

August Mauro
(Print - Witness 2)

Dawn Mauro
(Sign - Witness 1)

Dawn Mauro
(Print - Witness 1)

August Mauro
(Sign - Witness 2)

August Mauro
(Print - Witness 2)

Community Association of Pineda Springs,
Inc.

By: Gary L. Hamme
(Sign)

GARY L. HAMME
(Print)

President, Community Association of
Pineda Springs, Inc.

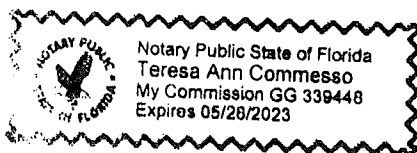
Attest: Christopher Milles
(Sign)

Christopher Milles
(Print)

Secretary, Community Association of
Pineda Springs, Inc.

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18 day of August, 2021, by Gary Hamme (Name), as President, and Christopher Milles as Secretary of Community Association of Pineda Springs, Inc., a Florida not for profit corporation, on behalf of the corporation. He she is personally known to me or has produced _____ as identification.



Teresa Ann Commesso
Sign

Teresa Ann Commesso
Print

Admin Asst
Title/Rank

Serial number, if any

EXHIBIT "A"

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS, LICENSES AND EASEMENTS FOR PINEDA
SPRINGS SUBDIVISION**

The following amendment(s) is/are made to Article II, Section 2.1, and to Article III, Sections 3.17(c) and 3.18, of the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Pineda Springs Subdivision, recorded in Official Records Book 6959, Page 1039, *et. seq.*, of the Public Records of Brevard County, Florida, as amended from time to time (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

ARTICLE II

REGULATION OF RESIDENTIAL USES

...

Section 2.1. Residential Use. The Lots on the Residential Property shall be used only for residential purposes and no commercial or business use may be carried out on a Lot. Nothing herein, however, shall preclude an Owner from conducting In-Home Business Activities, as defined hereinafter. "In-Home Business Activities" as used herein shall mean and include only business activities conducted solely within a dwelling located on a Lot and which do not cause, create or entail any of the following: (a) noticeably increased vehicular traffic or parking on a Lot which exceeds twenty-four (24) hours in any five (5) day period; (b) sales activity or solicitation within the Residential Property; (c) any form of advertising or signage on or within the Residential Property; (d) any other manifestation of such business activity which may be construed a nuisance, in the sole, unfettered discretion of the Board of Directors.

No structure shall be erected or permitted to remain on any Lot other than one residential dwelling and any ARC-approved Accessory Structure (as such term is defined in Section 3.18, hereinbelow). No garage shall be used or converted to living quarters.

No building or other improvements situated on any Lot shall be rented or leased separately from the rental or lease of the entire Lot. An Owner shall only be allowed to lease the dwelling located on a Lot subject to the following conditions: (a) only subject to written leases; (b) for no lease term less than six (6) months; (c) there shall be no more than three (3) leases for any one Lot in any one (1) calendar year; (d) any lease entered into whether or not so stated therein shall require that the lessee thereunder is obligated to abide by and comply with all Association rules, regulations, policies, covenants and bylaws; (e) that such lease and tenancy is otherwise in compliance with any other rules and regulations promulgated by the Board, which shall have the authority to review any lease. During the term of any lease, the Owner shall not be relieved of any obligations under the terms of any Association rules, regulations, policies, covenants and bylaws. The Owner shall be responsible for the actions of tenants which may be in violation of the terms and conditions of the Association rules, regulations, policies, covenants and bylaws, any rules and regulations thereunder. No "Time Sharing Plan", as that term is defined in Chapter 721, Florida

Statutes, or any similar plan of fragmented or interval ownership of any residential property shall be permitted.

ARTICLE III

REGULATION OF RESIDENTIAL IMPROVEMENTS

...

Section 3.17. Setbacks.

...

(c) Outbuilding and Accessory Structures. No outbuildings or ~~a~~Accessory sStructures shall be allowed to be installed, constructed or maintained in any setback, drainage easement or drainage swale, unless otherwise approved in writing by the ARC and a waiver is approved by the City.

...

3.18 Temporary Structures and Outbuildings. No structure of a temporary or permanent character, ~~whether trailer, tent, shack, garage (other than the garage required by Section 3.6(b) hereof), barn or any other outbuilding of any nature whatsoever other than a single-family residence~~ shall be constructed, installed, parked, stored, maintained or used on any Lot at any time for any purpose without prior ARC approval; provided, however, (a) ~~That~~ Declarant reserves, for itself, and any home builders within the Property, the exclusive right to erect, place and maintain such facilities or maintain a sales or construction office, in or upon any portion of the Subject Property as may be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property; provided, however, Declarant and any homebuilders within the Property desiring to construct such facilities must consult with the ARC with respect to the placement and design of the facilities prior to the construction or placement thereof. Such facilities may include, but not necessarily be limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities. Notwithstanding the foregoing restrictions, Owners may seek ARC approval to construct, install or maintain a permanent outbuilding or accessory structure on their Lot (hereafter, collectively, "Accessory Structures"). Accessory Structures which may be approved by the ARC include only the following improvements or amenities: screened pool enclosures; single-story sheds; pergolas; gazebos; arbors; and, swing sets which do not also include playhouses or other play elements other than a simple children's slide. No Accessory Structures may be used for living quarters at any time. Accessory Structures require ARC approval prior to construction or installation on any Lot, to include without limitation, the approval of the placement and location of the Accessory Structure on a Lot. The Association, by and through the Board or the ARC, shall have full authority to require and demand any Owner of a Lot on which any Accessory Structure is located to repair and/or maintain such Accessory Structure as the Association shall deem necessary or demand such

Owner remove such Accessory Structure in light of the current state of disrepair, nuisance, or condition or the refusal of the Owner to undertake the repair or maintenance of such Accessory Structure.