

This instrument was prepared by  
And should be returned to:  
Sarah Webner, Esq.  
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Orlando, FL 32801  
407-770-0846

Cross Reference  
ORB 2387, Page 1503

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION**  
**BY WRITTEN INSTRUMENT FOR**  
**THE SPRINGS OF SUNTREE PROPERTY OWNERS ASSOCIATION, INC.**

This Certificate is verified and executed by the board of directors of THE SPRINGS OF SUNTREE PROPERTY OWNERS ASSOCIATION, INC. and shall provide confirmation that the membership has elected to amend the Association's governing documents by written instrument in conformity with the Association's documents, Chapters 617 and 720, Florida Statutes.

This amendment shall constitute an amendment to the following existing association document:

Revised and Amended Declaration of Covenants and Restrictions recorded in Official Records Book 2387, Page 1503, and as amended by various Amendments

In accordance with Article X, the fee owners of at least two-thirds (2/3) of the Lots have approved this Amendment by written action.

This AMENDMENT shall be effective upon recordation of this Certificate in the Official Records.

Executed in Brevard County, Florida on this 17 day of December, 2020

Executed By:

**THE SPRINGS OF SUNTREE PROPERTY OWNERS ASSOCIATION, INC.**

*Peter Sacco Jr.*  
By: PETER SACCO JR.  
Title: President

Attested By:

*Richard Howes* [Seal]  
By: *R. Howes*  
Title: Vice President

Signed, sealed, and delivered in the presence of the following witnesses:

*William Hobson*  
Witness #1  
Printed Name: WILLIAM HOBSON

*Roger Downs*  
Witness #2  
Printed Name: Roger Downs

State of Florida  
County of Brevard

The foregoing instrument was acknowledged before me this 17 day of December, 2020 by Peter Sacco Jr [President] & Richard Howes [Secretary] <sup>vice president</sup> respectively, of the ASSOCIATION, a Florida not-for-profit corporation, on behalf of that Association. They are each personally known to me or have each produced valid photographic identification. They each freely acknowledge executing and attesting to this document in the presence of two subscribing witnesses, each under oath and each duly authorized in them by the corporation as officers of the Association, and that the seal affixed thereto is the true corporate seal, and that all corporate formalities have occurred and been satisfied.

(Notary Seal)



*Angie Lee Hernandez*  
Notary Public - State of Florida  
Print Name of Notary: Angie Lee Hernandez  
Commission No.: GG 220514  
My Commission Expires: 05/21/2020

EXHIBIT A

Article VI

Section 6.1.1 Leasing Prohibition & Restrictions - Part I: Rental Prohibition Restricting Rental of Lots for the Initial TWELVE (12) Months Immediately Following the Date the Owner Takes Legal and/or Equitable Title:

Any existing Owner who at the time of the recordation of this amendment has owned a Lot for less than 12 months shall not be subject to this rental prohibition unless that Owner purchases another Lot hereafter. All other persons or entities who take legal or equitable title to any Lot subsequent to the adoption and recordation of this Amendment to the Declaration of Covenants, Conditions and Restrictions ["Prospective Owners"] shall be obligated to abide by the following rental prohibition during the initial TWELVE (12) months of ownership and thereafter shall be restricted as to the use of the Lot by the existing rental restrictions contained within the Association's governing documents.

Owners who purchase a Lot after the recordation date of this amendment must either 1.) use and occupy the Lot for primary occupancy as a homesteaded residence, as set forth in Section 196.015 Florida Statutes and as amended from time to time, or 2.) use the Lot as a second home during the initial 12 month period following the date Owner takes title as established by the date of the recordation of the written interest upon which the Owner becomes vested of legal and/or equitable title to the Lot. Use as a second home means that all utilities are in the name of the Owner of Record.

There shall be absolutely no rental of the Lot during the initial 12-month period after the new Owner takes title, legal or equitable. Included in this use restriction and initial rental prohibition is the absolute restriction on leases, contracts for deed, lease with purchase options, pre-closing occupancy agreements or similar attempts to convey possessory right to a non-owner of record during that initial 12 month period. Exclusive occupancy of the Lot by any person other than the Owner of record shall be deemed an unauthorized occupant during the initial 12 month period following the Owner taking title, irrespective of whether or not rent, other monetary consideration or non-monetary consideration is provided by that occupant to the Owner of record. The Association need not prove that the occupant of the Lot is a "tenant" as defined by Chapter 83, Florida Statutes.

A corporation, limited liability company, partnership, any other type of business entity or other non-individual owner which takes legal or equitable title to a Lot after the date of the recordation of this amendment shall have no right to lease the Lot during the initial 12-month period after taking title, legal or equitable.

If title to the Lot is held by a land trust or similar trust, then the beneficiary of the trust who otherwise satisfies the requirements of Chapter 196 Florida Statutes, as amended from time, shall be allowed to occupy the Lot as his or her primary residency. A copy of a current written land trust agreement must be provided to the Association along within 30 days of the transfer of title.

Any violation of this provision shall entitle the Association to the following rights and remedies:

1. The Association shall be deemed to have irrevocable eviction rights as to any occupant in possession should the Owner fail to remove an unauthorized occupant after written request, and the Owner and unauthorized occupant shall have been deemed to have waived any defense that the unauthorized occupant is not a tenant;
2. The Association shall have the right to seek a temporary and permanent injunction against the Owner and unauthorized occupant;
3. The Association shall have the right to refuse parking to any unauthorized occupant, resulting in the towing of any vehicle, and to do so without any claim by Owner or Occupant as to damages or loss of any kind;
4. The Association may sue the Owner for violation of this provision for liquidated damages in an amount equal to 12 months' worth of Association assessments and for disgorgement of any gross rental income or other monetary consideration realized by the Owner of the Lot during the initial 12 month period; and
5. Any and all such actions above may be taken in the alternative and in all cases, the Association shall be entitled to a claim of prevailing party attorney's fees and costs, including pre-litigation or appellate costs and fees. Any award to the Association shall be deemed an individual assessment and collectible against the Owner in the same manner as an unpaid regular assessment, including by means of lien and lien foreclosure.

The Board of Directors shall have the right to reduce the initial 12 month prohibition on rentals in the event an Owner experiences substantiated undue hardship or emergency, such as divorce, mandatory employment relocation, severe mental or physical infirmity, loss of employment, financial hardship, or other similar circumstances. The Board shall determine instances of emergency or undue hardship on a case by case basis, and such determinations shall be made in the Board's sole and absolute discretion. Proof of emergency or hardship is the obligation of the Owner. No hardship reduction shall be considered unless and until the Owner has first established permanent use and occupancy of the Lot. There shall be no reduction in the initial rental prohibition if the Lot is used as a second home. Finally, the Board of Directors shall not consider an emergency or hardship application if the Owner acts first to rent the Lot, and then to seek waiver of the rental prohibition.

If the death of an owner and/or co-owner should occur, the heirs of the owner shall be allowed to immediately begin renting the Lot such that the above 12 month prohibition shall not apply and the family will not need to petition the Board for a hardship application.

The Board of Directors shall have the right to deed a Lot owned by the Association to a third party. In such instances, the 12-month prohibition will not apply. If the Association takes title to

a property through lien foreclosure or any other method, the 12-month prohibition shall not apply, and the Association may immediately begin renting the Lot.

From the date of recordation forward, all Owners shall be obligated to provide a written copy of any current lease agreement. Such lease agreement shall identify all persons over the age of 18 who occupy the Lot by name and shall list the name of the Owner's property manager along with their contact information, if any.

After the expiration of the initial 12-month rental prohibition, the Owner must comply with all other rental restrictions set forth in the Association's governing documents.

STATE OF FLORIDA, COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing is a true copy of the original filed in this office and may contain redactions as required by law.

SCOTT ELLIS, Clerk of the Circuit Court

Date 12/18/2020 By [Signature]

