

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
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**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS
FOR
STADIUM VILLAS DISTRICT**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR STADIUM VILLAS DISTRICT (this "**Amendment**") is dated as of the 26th day of September 2019, by THE VIERA COMPANY, a Florida corporation ("**District Declarant**") and STADIUM VILLAS DISTRICT ASSOCIATION, INC., a Florida not-for-profit corporation (the "**District Association**"). 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, District Declarant is the "District Declarant" under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Stadium Villas District recorded on January 14, 2014 in Official Records Book 7047, Page 2071, of the Public Records of Brevard County, Florida (the "**Declaration**");

WHEREAS, the District Association is the homeowners association under the Declaration;

WHEREAS, under Article X of the Declaration, District 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, under Article X of the Declaration and Article VIII, Section 5 of the Bylaws, the Declaration and the Bylaws may each be respectively amended by a majority of the Board of Directors of the District Association adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of two-thirds (2/3) of the total votes of the District Association (including the votes the District Declarant is entitled to cast during the Class B Control Period), and, as of the date of this Amendment, such approvals has been duly received by the Board of Directors of the District Association and the total votes of the District Association for this Amendment at a duly called meeting of the Board of Directors and the members of the District Association;

WHEREAS, the District Declarant and the District Association desire to mutually join in the execution of this Amendment to evidence their consent to the provisions of this Amendment and amending the Declaration and Bylaws accordingly; 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, District Declarant and the District Association hereby amend the Declaration and the Bylaws as set forth below:

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: Certain provisions of the Declaration and Bylaws are hereby revised, modified, amended and restated (as applicable) in accordance with the below provisions. All such amendments and modifications contained herein shall be effective from and after the Effective Date. All such amendments and modifications contained herein have been drafted in compliance with Section 720.306, *Florida Statutes* (2019), with new language evidenced by double-underlined text and deleted language evidenced by ~~striketrough~~ text (except where such changes are so extensive that the practice of underlining and striking hinders rather than assists in the understanding of the relevant amendment or modification). Such amendments and modifications are as follows:

(a) DECLARATION DEFINITIONS: Article I of the Declaration is hereby amended by adding new defined terms and modifying or deleting existing defined terms as follows:

Section 1. "Annexation Agreement" shall mean an amendment or supplement to this District Declaration which subjects additional property to this District Declaration in accordance with the terms of this District Declaration.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this District Declaration or by contract or agreement become the responsibility of the District Association to maintain, administer or operate.

Section 3. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the District Association attached hereto as Exhibit "B" and incorporated herein by reference, which have been filed or which simultaneously herewith are being filed with the Secretary of State of the State of Florida, as same may be amended from time to time.

Section 4. “Assessment” shall be an inclusive term referring to both Regular Assessments, and Special Assessments, and Individual Assessments.

Section 5. “Authorized Builder” shall mean and refer to (i) Viera Builders, Inc., a Florida corporation, and (ii) any other builder who may be authorized by District Declarant to perform the initial construction of a Home on a Unit in the District Property until the last Unit remaining in the District Property has a Home constructed thereon that has been issued a certificate of occupancy from the applicable governmental agency. District Declarant, in its sole and absolute discretion, shall have the right to authorize additional licensed builders to construct Homes in the District Property as an Authorized Builder until the last Unit remaining in the District Property has a Home constructed thereon that has been issued a certificate of occupancy from the applicable governmental agency.

Section 6. “Board of Directors” shall mean and refer to the Board of Directors of the District Association.

Section 7. “Bylaws” shall mean and refer to the Bylaws of the District Association attached hereto as Exhibit “C” and incorporated herein by reference, which have been adopted or which simultaneously herewith will be adopted, as amended from time to time.

Section 8. “Class “B” Control Period” shall mean and refer to the period beginning upon the filing of the Articles of Incorporation of the District Association and continuing until the first to occur of the following:

(a) three (3) months after when ninety percent (90%) of the Units in all phases of the community that will ultimately be governed by the District Association have been conveyed to Owners other than the District Declarant;

(b) December 31, 2023; or

(c) when, in its discretion, the District Declarant so determines.

Section 9. “Common Area” shall mean and refer to all real and personal property and easements and other interests therein, together with the facilities and improvements located thereon, if any, which the District Association now or hereafter acquires or owns in accordance with the terms contained herein for the common use and enjoyment of all Owners.

Section 10. “Common Expenses” shall mean and include the actual and estimated expenses incurred by the District Association for the maintenance, repair and operation of the Area of Common Responsibility or for the general benefit of all Owners or for the benefit of Owners within a specific phase or portion of the District Property, including, without

limitation, salaries and benefits of employees, management fees and costs, administrative expenses of operating the District Association and reasonable reserves for the maintenance, repair and replacement of replaceable assets or for such other purposes as the Board of Directors may determine, all as may be found to be necessary and appropriate by the District Association pursuant to this District Declaration, the Bylaws and the Articles of Incorporation. In the event the Community Association determines the District Association has failed to perform its responsibilities under the District Declaration, then the expense of those responsibilities of the District Association performed by the Community Association shall be deemed Common Expenses. The Common Expenses shall also include, if the Community Association so elects, any amounts that are assessed by the Community Association pursuant to the Community Declaration.

Section 11. "Community Architectural Review Committee" or "ARC" shall mean and refer to the Community Architectural Review Committee established pursuant to the Community Declaration, which is responsible for approving all modifications to Units after the initial construction is complete and a certificate of occupancy is issued for the residence on a Unit by the applicable governmental agency, until such time as the MRC for the District Property is established as provided for hereinbelow.

Section 12. "Community Modification Review Committee" or "MRC" shall mean and refer to the Community Modification Review Committee of the District Association appointed by the Board of Directors for the District Association pursuant to the provisions hereof which committee is charged with approving modifications to the Units after the initial construction of such improvements thereon are completed and a certificate of occupancy is issued for such improvements by the applicable governmental agency.

Section 13. "Community Association" shall mean and refer to Central Viera Community Association, Inc., a Florida not-for-profit corporation, its successors or assigns.

Section 14. "Community Declarant" shall mean and refer to The Viera Company, a Florida corporation, or its successors, successors in title or assigns who are designated as the Community Declarant under the terms and provisions of the Community Declaration.

Section 15. "Community Declaration" shall mean and refer to that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Central Viera Community recorded in Official Records Book 3409, Page 624, Public Records of Brevard County, Florida, as supplemented, restated and amended from time to time, including but not limited to, by that certain Supplemental Declaration and Fourteenth Amendment to the Community Declaration, and Annexation Agreement recorded in Official Records Book 6871, Page 630, Public Records of Brevard County, Florida.

Section 16. "Design Review Manual" is the manual established by the Community Declarant consisting of the policies, procedures, and specifications that govern the development of Units within the District Property and the Properties subject to the Community Declaration, and the construction of buildings and related improvements thereon.

Section 17. "Development Approvals" shall mean and refer to the Development Order and any and all subdivision and other governmental permits and approvals obtained with respect to the District Property or any part thereof, and relevant zoning and comprehensive plan designation for the District Property or any part thereof.

Section 18. "Development Order" shall mean and refer to that certain Amended and Restated Development Order approved by that certain Resolution 09-272 adopted by the Board of County Commissioners of Brevard County, Florida, as amended by Resolution 10-105 adopted by the Board of County Commissioners of Brevard County, Florida, pertaining to the District Property and other property as set forth therein, as same may be amended from time to time.

Section 19. "District" shall mean and refer to the Stadium Villas District which is comprised of the District Property. District Declarant and Community Declarant pursuant to the terms of this District Declaration and the Community Declaration have the right as provided herein and therein, but not the obligation, to add additional property to the District, which may include, without limitation, the property described generally in Article VI, Section 1 of this District Declaration.

Section 20. "District Association" shall mean and refer to Stadium Villas District Association, Inc., a Florida not-for-profit corporation, its successors or assigns, which has been established or is being simultaneously established herewith.

Section 21. "District Declarant" shall mean and refer to The Viera Company, a Florida corporation, or its successors, successors-in-title or assigns who are designated as the District Declarant hereunder in a recorded instrument executed by the immediately preceding District Declarant, provided, however, in no event shall there be more than one District Declarant for the District Property at any given time.

Section 22. "District Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Stadium Villas District, as supplemented and amended from time to time.

Section 23. “District Drainage System” shall mean and refer to all land, easements, structures and other facilities and appurtenances which together comprise the stormwater management and drainage system of the District Property (or portions thereof) as more particularly identified and described in Section 6 of Article IV of this District Declaration.

Section 24. “District Property” shall mean and refer to the real property described in Exhibit “A”, and such other real property as from time to time may be subjected to the covenants, conditions and restrictions of the District Declaration by annexation as more fully set forth in Article VI hereof.

Section 25. “Individual Assessment” shall mean and refer to the Assessments levied against any Owner and that Owner’s Units in the District Property in accordance with Section 3(a) of Article VII of this District Declaration.”

Section 26. “Home” shall mean an attached single-family residential home and appurtenances thereto constructed on a Unit. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion or Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Completion or Certificate of Occupancy (e.g. by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term “Home” includes an interest in land, improvements, or other property appurtenant to the Home.

Section 27. “Lot” shall mean a residential lot located with the District Property as shown and described on the Plat.

Section 28. “Master Drainage System” shall mean and refer to all land, easements, structures and other facilities and appurtenances which together comprise the master surface water management and drainage system of the property (or portions hereof) governed by the Community Association and adjacent property as reflected by plans now or hereinafter on file with and approved by Brevard County and the St. Johns River Water Management District. That portion of the Master Drainage System within the District Property is identified and described in Section 7 of Article IV of this District Declaration.

Section 29. “Mortgage” shall mean and refer to a mortgage, deed of trust, deed to secure debt, or other form of security deed.

Section 30. “Mortgagee” shall mean and refer to a beneficiary or holder of a Mortgage.

Section 31. “Owner” shall mean and refer, except as otherwise expressly provided hereinbelow, to one (1) or more Persons who hold the record title to any Unit which is part of the District Property, including any

builder or building contractor, and the District Declarant, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be deemed the Owner.

Section 32. “Party Wall” shall mean and refer to the wall separating two attached Homes with the center line of such wall located on the common boundary line of the Lots on which such Homes are constructed.

Section 33. “Person” shall mean and refer to a natural person, a corporation, a partnership, an estate, a trust, a trustee or other legal entity.

Section 34. “Plan Review Committee” or “PRC” shall mean the Plan Review Committee of Community Declarant, which has been established pursuant to Section 16 and Section 17 of Article V of the Community Declaration to conduct the review, approval or disapproval of construction and improvements within the District in accordance with the Community Declaration.

Section 35. “Plat” shall mean and refer to the subdivision plat or replats of the District Property recorded in the Public Records of Brevard County, Florida.

Section 36. “Regular Assessment” shall mean and refer to the Assessments levied against all Units in the District Property to fund Common Expenses in accordance with Section 1 of Article VII of this District Declaration.

Section 37. “Special Assessment” shall mean and refer to Assessments levied in accordance with Section 3 of Article VII of this District Declaration.

Section 38. “Supplemental Declaration” shall mean and refer to an amendment or supplement to this District Declaration which imposes expressly or by reference, additional restrictions and obligations on all or a portion of the land described therein.

Section 39. “Unit” shall mean and refer to a Lot intended for development, use and occupancy as an attached single-family residence. Area on the Plat designated as Tracts shall not constitute Units. The District Declarant may in its sole discretion amend this District Declaration for the purpose of more specifically designating Units in the District without the necessity of joinder of any other Person to said amendment.

Section 40. “Voting Member” shall mean and refer to the representative (or such representative’s alternate if he or she is unable to attend a meeting of the Community Association) selected by the District

Association to be responsible for casting all votes of the membership of the Community Association attributable to Units in the District for all matters requiring the vote of membership of the Community Association, unless otherwise expressly specified in the Community Declaration or bylaws of the Community Association. The Voting Member of the District shall be the president of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the Voting Member for the District. The alternate Voting Member shall be the vice president of the District Association, unless a majority of the Board of Directors shall determine to appoint another representative as the alternate Voting Member for the District.

Section 41. Defined Terms in Community Declaration.

Capitalized terms not otherwise defined in the District Declaration, but defined in the Community Declaration, shall have the meaning set forth in the Community Declaration unless the context shall otherwise require.

(b) CONVEYANCE OF COMMON AREA AND DISTRICT ASSOCIATION
PROPERTY: Article II, Section 2 of the Declaration is hereby amended as follows:

Section 2. Conveyance of Common Area. The District 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 District Property, District Declarant (or Community Declarant) shall convey the Common Area, if any, to the District Association in fee simple released from any encumbrance securing the repayment of monetary obligations incurred by District 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 District Declaration, the Community Declaration, and ad valorem real property taxes for the year of conveyance. The Common Area shall not be mortgaged or conveyed (except to the District Association) without the consent of at least two-thirds of the Owners, excluding the District Declarant. Provided, however, that notwithstanding anything in the preceding sentence to the contrary, the District Association may convey portions of the Common Area with the approval of ~~two-thirds~~ a majority of the members of the Board of Directors to (a) to a governmental entity, the District Declarant, or the Community Declarant, or (b) effect boundary line adjustments or correct scrivener's errors or inadvertent engineering errors that do not materially adversely affect (i) the utility of the Common Area or other property serving the Owners, or (ii) the value of the Common Area or other property owned by the District Association. The District Association shall accept title to any real estate or personal property, or any interest therein, offered to the District Association by District 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.

(c) LEASING: Article II, Section 3 of the Declaration is hereby deleted, amended, and restated in its entirety to address issues related to, without limitation, (i) allowing less than the entire Unit to be leased, (ii) limiting to the number of times a Unit may be leased within a calendar year, and (iii) prohibiting so called "short term rental" of Units. Due to the voluminous nature of this modification, pursuant to Section 720.306, *Florida Statutes*, for clarification, this restated section is provided below without ~~stricken~~ or double-underlined text. Article II, Section 4 of the Declaration shall now provide as follows:

Section 3. Leasing. Subject to the provisions of this Section 3 and any other applicable provisions of this District Declaration, an Owner shall be allowed at any time and from time to time to license, lease, sublet, or otherwise rent for a fee all or a portion of the Owner's Unit to a person or entity other than the Owner (any such disposition for a fee no matter how denominated or labeled a "Lease"). Such Lease shall be evidenced by a written instrument complying with the requirements and provisions of this Section 3. All Leases shall be for (a) the entire Unit or (b) only certain rooms within a Unit, so long as at least one area designated as a "bedroom" on plans and specifications approved by the PRC, ARC, or MRC (as applicable) is included in such leased premises. No Lease shall be for a term of less than six (6) months. No Unit (nor any portion thereof) shall be subject to more than three (3) Leases in a calendar year. Notwithstanding any term or provision to the contrary herein, an Authorized Builder shall be permitted to Lease a home for purposes of marketing such Authorized Builder's product line for sale within the District Property or the Properties in general. *Further, notwithstanding any term or provision to the contrary herein, in no event shall any Owner or any Authorized Builder, contemplate or permit a Unit to be used for a fee as a so-called "short term residential rental", "overnight residential 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 rentals for a fee shall be excluded when referring to the permitted forms to effectuate a Lease of a Unit in this Section 4.*

The written instrument effectuating the Lease of a Unit shall require (and shall be deemed to require, if not expressly set forth in the written instrument) the tenant thereunder to comply with the terms and conditions of this District 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 District Association or the Community Association. The District Association and the Community Association are not required to consent to the terms of the written instrument effectuating a Lease of the Unit; however, any Lease shall be enforceable by the District Association and the Community Association, whether or not so stated in its terms. An Owner shall deliver a copy of a fully executed Lease to the District Association for the District Association's official records and shall also certify to the District Association in writing (on a form to be provided by the District Association) that (a) the Owner has provided a copy of this District Declaration, the Community Declaration and any rules and regulations respectively adopted by the District Association or the Community Association to the tenant and (b) the Owner has caused a background check of the tenant to be completed and the results of such background check were acceptable to Owner. During the term of any permitted Lease of a Unit, each tenant must comply with the use restrictions set forth in this District Declaration, the Community Declaration, and any rules and regulations respectively adopted by the District Association or the Community Association. Further, during the term of any permitted Lease of a Unit, an Owner shall not be relieved of any obligations under the terms of the District 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 District 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 District 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 District Association or Community Association, the District 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 District 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 District 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 District Declarant and each Authorized Builder (except as otherwise expressly provided in this Section 4) 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 District Declarant and the Community Declarant.

(d) CONSTRUCTION AND BUILDING IMPROVEMENTS: Article V, Section 17 of the Declaration is hereby deleted, amended, and restated in its entirety to address issues related to, without limitation, the initial construction of buildings. Article V, Section 17 shall now provide as follows:

Section 17. Construction of Buildings, Alterations, and Improvements:

(a) Initial Construction of Buildings and Improvements Subject to Approval. Only Authorized Builders will be permitted to perform the initial construction of Homes within the District Property until the last Unit remaining in the District Property has a Home constructed thereon that has been issued a certificate of occupancy from the applicable governmental agency. The initial construction of buildings (including Homes) and related improvements within the District Property (including, without limitation, screened enclosures, pergolas, awnings, fences, landscaping and vegetation for a Unit) shall be subject to the approval of the Community Declarant through the PRC. Subsequent construction or related improvements thereto within the District Property shall be subject to the approval of (1) the Community Association through the ARC, and/or (2) the District Association through the MRC, pursuant to policies and procedures adopted by the ARC or the MRC, which are and shall remain subject to the provisions of the Community Declaration, the District Declaration and the Design Review Manual. No initial construction of buildings and related improvements (including, without limitation, staking, clearing, grading and other site work, plantings and landscaping, and the construction of buildings, structures, fences, pools, patios, paving, driveways, sidewalks, signs or other improvements of any kind, nature or description) shall be commenced, constructed, maintained or otherwise take place upon any portion of the District Property except in strict compliance with this Article, and in compliance and conformance with any plans approved pursuant to this Article after fully meeting the requirements of this Article, and after the approval of the appropriate entities has been obtained. The requirements for approval by the Community Declarant pursuant to this Article is imposed as contemplated by Section 16 of Article V of the Community Declaration.

(b) Plan Review Committee. The Community Declarant, acting through the PRC, shall have exclusive jurisdiction over, and the right to review and approve or disapprove, the initial construction of all buildings and related improvements on the District Property or any portion thereof, including without limitation the activities set out in subsection (i) of this Section. Subsequent construction or related improvements thereto within the District Property shall be subject to the approval of (1) the Community Association through the ARC, and/or (2) the District Association through

the MRC, pursuant to policies and procedures adopted by the ARC or the MRC, which are and shall remain subject to the provisions of the Community Declaration, the District Declaration and the Design Review Manual. Any review by, and approval or disapproval of, the PRC, the ARC, or the MRC as applicable, shall take into account the objectives and purposes of this District Declaration and the requirements of the Design Review Manual. Such review by and approval of the PRC, the ARC, or the MRC, as applicable, shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvements under review, and the compatibility and harmony of same with other contiguous, adjacent and nearby structures and other improvements, and the topography, finish grade elevation, and other physical characteristics and the proposed location of same and in relation to the character of the District Property in general.

(c) Design Review Manual. The PRC shall utilize and refer to the Design Review Manual in connection with its review of all proposed initial construction of buildings and related improvements thereon pursuant to this Article. The Design Review Manual shall also be utilized by the ARC and MRC in connection with its review of installation, construction or modifications taking place after initial development and construction. The Design Review Manual shall constitute a part of the Planning and Design Criteria, as defined in and provided for in the Community Declaration, and shall be the exclusive architectural and design guidelines applicable to the District Property.

(d) Duration of Approval. Any approval of plans, specifications and other materials, by the PRC, the ARC, and the MRC as applicable, shall be effective for a period of one (1) year from the effective date of such approval. If construction or installation of the building, structure or other improvement for which plans, specifications and other materials have been approved has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the PRC, the ARC, or the MRC as applicable on resubmission in any respect.

(e) District Declarant and Community Declarant Exempt. The District Declarant and the Community Declarant shall be exempt from compliance with the provisions of this Section 17. An Authorized Builder shall not be exempt from compliance with the provisions of this Section 17.

(f) Time Limitation on Review. The PRC shall have forty-five (45) days after delivery to the Community Declarant's principal office of all required and requested information; to approve or reject any submissions subject to approval under this Article, and if not rejected within such

forty-five (45) day period, said plans shall be deemed approved; subject, however, at all times to the covenants, conditions, restrictions and other requirements contained in this District Declaration and also subject to the provisions of the Design Review Manual. All work done after receiving the approval of the PRC, the ARC, or the MRC, as applicable shall be subject to the inspection by, and final approval of, such committee as appropriate, to determine compliance with the Design Review Manual and plans and specifications submitted and approved by such committee.

(g) No Waiver of Future Approvals. The approval of the PRC, the ARC or the MRC, as applicable, of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

(h) Variance. The PRC, in its sole and absolute discretion, may authorize variances from compliance with any of the provisions of its guidelines and procedures, including the Design Review Manual, when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require. No variance shall (i) be effective unless in writing, or (ii) prevent the PRC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain (a) an approval of any governmental agency or (b) the issuance of any permit shall not be considered a hardship warranting a variance.

(i) Fees and Deposits. The PRC, the ARC, and the MRC each shall have the power and authority to establish and collect fees and to require deposits in connection with its respective review and approval procedures, including fees of professional consultants, if any, and of members of the PRC, the ARC, and the MRC, as well as taking into account the costs and expenses associated with the development, formulation and publication of the Design Review Manual.

(j) Disclaimer of Views. The District Declarant, the Community Declarant, the District Association, and the Community Association hereby disclaim any and all warranties, implied or otherwise to the existence of a particular view, and do not guarantee or represent the existence of a particular view, from a Unit. By purchasing a Unit, each Owner acknowledges that Owners may make alterations or improvements to Units, and the District Association may alter Common Areas, in the manner permitted under this District Declaration, and further that the Community Association may alter master common areas, in accordance with the Community Declaration, which may impact views from Units, and therefore no Owner has the right to the existence of a particular view from a Unit.

(k) No Liability. No approval given by the PRC, the ARC, or the MRC shall impose any responsibility or liability whatsoever on the PRC, the ARC, the MRC, the Community Association, the District Declarant, the Community Declarant, or any member, employee, officer, director or agent of any either of them, including, without limitation, for: (1) the structural adequacy or integrity of buildings and improvements for which plans are approved; (2) any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this Article, (3) the existence or diminishing of any views from a particular Unit, or (4) any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval, or disapproval. The review and approval process provided in this Section 17 pertains only to compliance with the provisions provided hereunder and does not include review or approval for compliance with any applicable governmental regulations, including without limitation, any applicable building or zoning laws, ordinances, codes, rules and regulations.

(e) OUTSIDE DECORATIONS AND ORNAMENTS: Article V, Section 27 of the Declaration is hereby deleted, amended, and restated in its entirety to address issues outside decorations and ornaments for homes:

Section 27. Decorations and Ornaments: No decorative objects visible from a street or adjoining Unit, including, but not limited to, bird baths, light fixtures, sculptures, statues, weather vanes, flagpoles or other types of exterior ornamentation shall be installed or placed within or upon any portion of any Unit without the prior approval of the PRC. This Section shall not apply to door wreathes or welcome signs or mats or to temporary display of residential decorations for national, seasonal, or religious holiday purposes (i.e. New Year's Day, Valentine's Day, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving, Christmas, Hanukkah, etc.), nor operate or be construed to prohibit the display of one portable, removable United States flag by a Unit Owner, provided such flag is shown in a respectable manner in accordance with the applicable state and federal law and rules adopted by the Board of Directors with respect to the display of flags. For purposes of this section, the term "temporary decorations" shall mean decorations installed or placed within the period thirty (30) days before and fourteen (14) days after the applicable national, seasonal, or religious holiday for which such decorations are installed or placed upon a Unit."

(f) APPROVALS BY PRC: Various provisions of Article V of the Declaration require the approval of the PRC for certain items relating to the Units. In general, the PRC approves improvements to a Unit prior to the issuance of a Certificate of Occupancy for a Unit, while the ARC or the MRC, as applicable, review improvements to a Unit after the issuance of a certificate of occupancy. Consequently, to the extent that Article V of the Declaration or any other provision of the Declaration requires the approval by the PRC, such

provisions shall be amended to require the approval by the “PRC, the ARC, or the MRC, as applicable.”

(g) **SPECIAL ASSESSMENTS:** The entire second paragraph of Section 3 of Article VII of the Declaration is hereby deleted and the concept addressed therein will be addressed in paragraph (g) hereinbelow relating to Individual Assessments. The deleted second paragraph from Section 3 of Article VII of the Declaration is as follows:

~~After the District Association has mailed written notice to an Owner of a Unit at such Owner's last known address, specifying the noncompliance of such Unit with the terms and conditions of the District Declaration, the District Association, through its Board of Directors as provided below, may levy and collect an Individual Assessment against any Owner individually and against such Owner's Unit to reimburse the District Association for costs and expenses incurred in bringing an Owner and his Unit into compliance with the provisions of this District Declaration (including without limitation an overhead expense of fifteen percent (15%) of the total costs and expenses payable to the District Association).~~

(h) **INDIVIDUAL ASSESSMENTS:** The following provisions are added as a new Section 3(a) of Article VII of the Declaration:

Section 3(a). Individual Assessments. After the District Association has mailed written notice to an Owner of a Unit at such Owner's last known address, specifying the noncompliance of such Unit with the terms and conditions of the District Declaration, the District Association, through its Board of Directors as provided below, may levy and collect an Individual Assessment against such Owner individually and against such Owner's Unit to reimburse the District Association for costs and expenses incurred in bringing such Owner and such Owner's Unit into compliance with the provisions of this District Declaration (including, without limitation, an overhead expense of fifteen percent (15%) of the total costs and expenses payable to the District Association). Additionally, an Individual Assessment can be levied by the Board of Directors for those expenses directly related to the District Association providing a service or maintenance to one (1) or more Units, whether at the request of the Owner or as an exercise of the District Association's remedy hereunder, and shall also include fines or penalties levied per Article VIII hereof. The Board of Directors shall have the authority to impose Individual Assessments against Units as necessary to cover all expenses resulting in the need for the Individual Assessment at a duly noticed Board of Directors meeting called for such purpose. Individual Assessments are due and payable as set forth by the Board of Directors. If an Individual Assessment is levied upon more than one (1) Unit, then it shall be allocated between or among the applicable Units as the Board of Directors directs, absent which they shall be prorated equally. The fact that Individual Assessments are authorized hereby shall not require the District Association to provide any

particular service (maintenance or otherwise) to any Units except as expressly provided for in this District Declaration.

(i) BYLAWS – ADJOURNMENT OF MEETINGS: The second paragraph of Article II, Section 7 of the Bylaws, is hereby amended as follows:

The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that members or their proxies representing at least ~~fifteen percent (15%)~~ five percent (5%) of the total votes of the District Association remain in attendance, and provided further that any action taken is approved by members or their proxies representing at least a majority of the number of votes of the District Association required to constitute a quorum.

(j) BYLAWS - QUORUM: Article II, Section 14 of the Bylaws is hereby amended as follows:

Except as otherwise provided in these Bylaws, or in the District Declaration, the presence in person or by proxy of the members representing ~~thirty percent (30%)~~ ten percent (10%) of the total votes in the District Association shall constitute a quorum at all meetings of the District Association. Any provision in the District Declaration concerning quorums is specifically incorporated herein.

4. JOINDER: The Community Declarant joins in the execution of this Amendment to evidence its consent to the granting of the Easement and 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.

IN WITNESS WHEREOF, District Declarant has executed this Amendment as of the date set forth above.

WITNESSES:

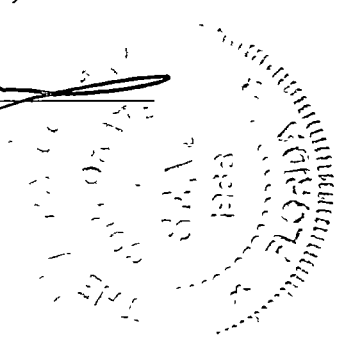
Benjamin E. Wilson
Print Name: Benjamin E. Wilson

Charlene R. Spangler
Print Name: Charlene R. Spangler

DISTRICT DECLARANT:

THE VIERA COMPANY,
a Florida corporation

By: Todd J. Pokrywa
Name: Todd J. Pokrywa
Title: President



STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 26th day of September 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.



BENJAMIN E WILSON
Commission # GG 146829
Expires October 10, 2021
Banded Thru Budget Notary Services

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: State of Florida
Commission No.: GG146829
My Commission Expires: 10/10/2021

(THE DISTRICT ASSOCIATION'S SIGNATURE IS ON THE FOLLOWING PAGE.)

IN WITNESS WHEREOF, the District Association 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

DISTRICT ASSOCIATION:

STADIUM VILLAS DISTRICT ASSOCIATION, INC.,
a Florida not-for-profit corporation
By: Eva M. Rey
Name: Eva M. Rey
Title: President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 26th day of September 2019 by Eva M. Rey, the President of Stadium Villas District Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or _____ provided a Florida Driver's License as proof of identification.

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: State of Florida
Commission No.: GG146829
My Commission Expires: 10/10/2021



BENJAMIN E WILSON
Commission # GG 146829
Expires October 10, 2021
Bonded Thru Budget Notary Services

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:

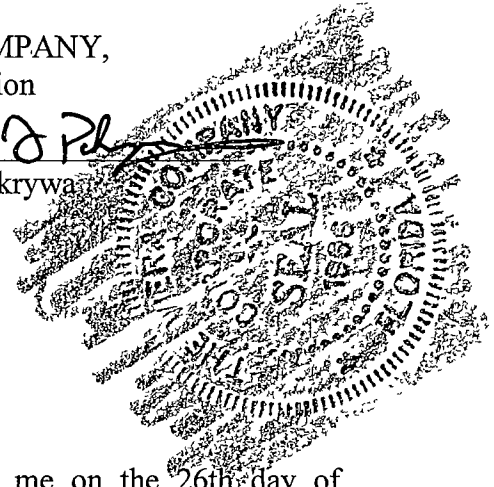
COMMUNITY DECLARANT:

Benjamin E. Wilson
Print Name: Benjamin E. Wilson

Charlene R. Spangler
Print Name: Charlene R. Spangler

THE VIERA COMPANY,
a Florida corporation

By: Todd J. Pokrywa
Name: Todd J. Pokrywa
Title: President



STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 26th day of September 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.



BENJAMIN E WILSON
Commission # GG 146829
Expires October 10, 2021
Bonded Thru Budget Notary Services

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: State of Florida
Commission No.: GG 146829
My Commission Expires: 10/10/2021