

AMENDMENT TO DECLARATION

The following amendments are made to Article V, Section 10, and Section 23 is being added to Article XIII of the DECLARATION, recorded in Official Records Book 3396, Page 1071, *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 V COVENANT FOR MAINTENANCE ASSESSMENT

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Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and said first mortgage secures an indebtedness which is amortized on monthly or quarter-annual payments over a period of not less than ten (10) years. The sale or transfer of any Undeveloped Lot or Home pursuant to the foreclosure or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Notwithstanding the foregoing, with respect to purchase money first mortgage in favor of an institutional lender secures indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years, or its successor or assignees, who acquire title to a Lot by foreclosure or by deed in lieu of foreclosure, such lender's liability respecting the unpaid assessments or other monies that became due prior to the lender's acquisition of title shall be limited to the lesser of: (i) the Lot's unpaid assessments which accrued or came due during the twelve (12) months immediately preceding the deed in lieu of foreclosure or certificate of sale and for which payment in full has not yet been received by association; or (ii) one percent (1%) of the original mortgage debt. The forgoing liability shall be governed by Fla. Stat. Ch. 720, as amended from time to time. The limitations on lender liability provided in this Section apply only if the lender filed suit against the Owner and initially joined association as a defendant in the lender's foreclosure action when such action was first filed with a court, gave written notice to the association that the mortgage held by such lender is in default prior to commencement of the foreclosure lawsuit, and any other requirement established by Fla. Stat. Ch. 720, as amended from time to time. Notwithstanding anything herein to the contrary, any Lot owner acquiring title by foreclosure shall be liable for all assessments accruing after the certificate of sale. The lender or its successor or assignees acquiring title to a Lot shall pay all of the foregoing amounts owed within thirty (30) days after transfer of title. Failure to pay the full amount due when due shall entitle association to record a claim of lien against the Lot and proceed in the same manner as provided in this Declaration for the collection of unpaid assessments and other amounts. The provisions of this

Section shall not be available to shield a lender from liability for assessments and other amounts in any case where the unpaid assessments and other amounts sought to be recovered by association are secured by a lien recorded prior to the recording of the mortgage. Additionally, in order to be afforded the limitations of liability for lenders included in this Section, a lender must give written notice to association if the mortgage held by such lender is in default, association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event association makes such payment on behalf of an Owner, association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to the assessments payable by such Owner with appropriate interest. If the Association's lien or its rights to any lien for any such assessments, interest, expenses or other monies owed to the association by any Owner is uncollectable, such sums shall thereafter be a common expense of the association.

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ARTICLE XIII RESTRICTIONS

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Section 23. Short-Term Rentals. No time-sharing plan as the term is defined in Chapter 721, Florida Statute, as amended from time to time, or any similar plan of fragmented or interval ownership of a Lot shall be permitted on the Project, and no attempt to create the same by lease or otherwise shall be allowed. All short-term rentals and/or licenses (which are for less than a twelve (12) month period) are strictly prohibited. Owners and tenants are prohibited from listing or advertising a Lot, whether directly or through a third-party, as being available for short-term rental and license. Without limitation, this provision is intended to prohibit lot use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or tenant to provide a notarized sworn statement, under penalty of perjury, affirming the Lot is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration and shall further establish a rebuttable presumption that the Owner and/or tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or tenant by a preponderance of evidence.

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