

**Prepared by / Return to:**  
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Cherry, Edgar & Smith, P. A.  
8409 North Military Trail, Suite 123  
Palm Beach Gardens, Florida 33410

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**AMENDMENT TO DECLARATION OF COVENANTS FOR  
THE VILLAS AT THREE OAKS**

**THIS AMENDMENT** is made this 16<sup>th</sup> day of July, 2014 by **VB THREE OAKS, LLLP**, a Florida limited liability limited partnership ("Declarant").

**RECITALS**

A. Declarant is the "Declarant" under, and as defined in, the **DECLARATION OF COVENANTS FOR THE VILLAS AT THREE OAKS** recorded in **Official Records Book 2725, Page 132 of the Public Records of Indian River County, Florida**, as amended and supplemented from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Article XV, Section 5 of the Declaration provides, in pertinent part, that the Declaration may be amended by the Declarant alone for so long as it or its affiliates own title to any Lots, which in presently does.

C. Declarant now wishes to do so by this instrument in the manner and for the purposes set forth below.

**NOW, THEREFORE**, in consideration of the promises and the aforesaid authority of Declarant, the Covenant is hereby amended:

1. Article VI, Section 1 of the Declaration is hereby deleted in its entirety and replaced with:

Section 1. Exteriors of Homes.

Each Owner shall maintain the surfaces of all structures (including the surfaces of the Home and any Limited Common Area improvements serving the Owner's Lot) in a neat, orderly and attractive manner and consistent with the general appearance of The

Properties. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of The Properties as initially constructed and otherwise improved by Declarant or by any Builders who build in accordance with plans approved by Declarant (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness, in the judgment of the Association). The Owner shall repaint or restain, as appropriate, the exterior portions of the Home (with the same colors as initially used on the Home) as often as is necessary to comply with the foregoing standards.

The responsibilities of the Owner as aforesaid shall extend not only to the surfaces of Homes and other improvements, including the walls and roofs thereof and any fences, but shall include maintaining (including washing, repairing or replacing) windows, replacing light bulbs and fixtures, maintaining or repairing any hardware systems for entry or garage doors or other functions beyond those of a "cosmetic" nature, except as provided below. All such extended responsibilities shall be performed according to those standards set forth herein so as to maintain those portions of the Home and other improvements in the aforesaid condition and so as to be fully functional.

In addition to the foregoing, in the event that a Lot contains a lanai, patio or similar structure serving the Home thereon, the Owner of the Lot shall be solely responsible for the maintenance thereof in a clean, orderly and attractive condition, including all furniture and installations thereon.

Notwithstanding the foregoing, should the Association determine that the need for repair effects more than one (1) Home in a Building (e.g., in the case of a roof leak which causes water to leak into an adjacent Home or in the case of damage to the adjoining roofs of two (2) Homes), then the Association may, at the option of the Board, undertake such work and specially assess the Lots in question for the cost of doing so.

In the event that any Owner fails to perform the Owner's maintenance responsibilities as set forth above and such failure continues for a period for ten (10) days after written notice thereof given to the Owner by the Association, then the Association shall have the right to perform such maintenance and to levy a special assessment against the Owner for the full cost thereof, together with an administrative surcharge as

determined by the Board of Directors but not to exceed twenty five percent (25%) of the sums otherwise owed for such remedial work.

2. The name of Declarant set forth in the Declaration is hereby amended and corrected by deleting therefrom the word "Villas", the name of the Declarant at all times being and having been VB Three Oaks, LLLP.

**IN WITNESS WHEREOF**, Declarant has executed this Amendment for the purposes herein stated as of the date and year first above written.

**WITNESSES:**

**VB THREE OAKS, LLLP**, a Florida limited liability limited partnership

Annette Ordonez  
Print Name: Annette Ordonez

By: James Donnelly  
Print Name: James Donnelly  
Title: President

Patricia Kelley  
Print Name: Patricia Kelley

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of July, 2014, by James Donnelly as President of **VB THREE OAKS, LLLP**, a Florida limited liability limited partnership, on behalf of the partnership and is  personally known to me OR  has produced \_\_\_\_\_ as identification.

Robert A. Rapp  
Notary Public, State of Florida  
Commission Expires

