

This instrument was prepared by and when recorded return to:

Charles W. Edgar, III, Esq.
CHERRY, EDGAR & SMITH, P.A.
8409 North Military Trail
Suite 123
Palm Beach Gardens, FL 33410

Space above this line for recorder's use

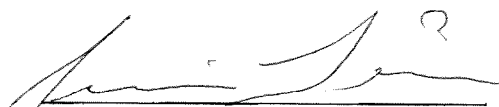
CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RIGHTS, LIMITATIONS, AND RESTRICTIONS FOR VENEZIA ESTATES (WEST)


I HEREBY CERTIFY that the amendments to the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RIGHTS, LIMITATIONS, AND RESTRICTIONS FOR VENEZIA ESTATES (the "Declaration") shown on Exhibit "A" hereto were approved by the affirmative vote at least sixty-six percent (66%) of the total voting interests in the Association (as defined in the Declaration and identified below), unanimously approved by its Board of Directors in accordance with Section 6.1 of the Declaration and, joined into by the Owner of the Units affected thereby. The Declaration was originally recorded in Official Records Book 14575, Pages 379 of the Public Records of Miami-Dade County, Florida.

IN WITNESS WHEREOF, this Certificate of Amendment to the Declaration, has been duly executed as follows:

ATTESTED TO:

VENEZIA ESTATES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation


Luisa Garcia, Secretary

By: 
Beatrice Balboa, President

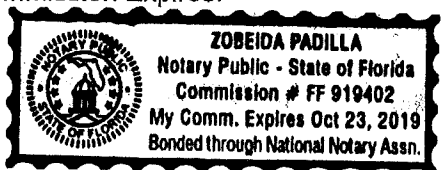
Date: May 14th, 2019


[CORPORATE SEAL]

STATE OF FLORIDA)
)
COUNTY OF INDIAN RIVER)

The foregoing instrument was acknowledged before me this 14th day of May, 2019, by Beatrice Balboa, President of VENEZIA ESTATES PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced FL DL as identification

My Commission Expires:




Notary Public State of Florida
Zobeida Padilla

Printed Name

EXHIBIT "A"

AMENDMENT TO DECLARATION OF COVENANTS
CONDITIONS, EASEMENTS, RIGHTS, LIMITATIONS, AND RESTRICTIONS
FOR
VENEZIA ESTATES
(WEST)

1. Article I is hereby amended by adding the following to the end thereof:

Section 19: "Primary Builder" shall mean the person or entity owning the largest number of Lots for the purpose of the construction and sale of Residences thereon together with such Lots.

2. The following Sections of Article II are hereby amended by adding the following to the end of each indicated Section thereof:

- (3) The conduct of the usual and customary business of the Primary Builder in the construction, marketing and sale of Residences shall not be deemed a commercial use or otherwise in violation of this Section.

- (4) This Section shall not apply to the lawful activities of the Primary Builder.

- (6) This Section shall not apply to the house plans, landscaping plans used by the Primary Builder except for roof tiles, impact windows and concrete pavers.

- (8) Fences shall not be required to be approved by the Architectural Control Committee if same are installed by the Primary Builder.

- (10) The usual and customary construction practices by the Primary Builder and the resulting condition of any Lot shall not be deemed a violation of this Section.

- (11) The usual and customary construction practices of the Primary Builder by the Primary Builder and the resulting condition of any Lot shall not be deemed a violation of this Section.

- (13) The Primary Builder shall be entitled to place signs, banners, flags and other marketing items on Lots owned by it as well as on the Common Areas until such time as the Primary Builder has completed the construction and sale of all Residences it intends to build within the Properties.

- (14) No usual and customary construction, marketing or sale activities of the Primary Builder shall be deemed a violation of this Section.

- (18) No usual and customary construction, marketing or sale activities of the Primary Builder shall be deemed a violation of this Section.

3. Article IV, Section 10 is hereby amended to change the amount of the Initiation Fee provided for therein from Five Hundred and No/100 Dollars (\$500.00) to One Thousand and No/100 Dollars (\$1,000.00) and to add to the end of such Section:

The foregoing shall not apply to the sale of an unimproved Lot to the Primary Builder. Further, when the Association receives an initiation fee it shall place Eight Hundred and No/100 Dollars (\$800.00) of such fee in a reserve account for capital replacement and deferred maintenance of the roads in the Properties. The balance of such initiation fee may be used for operating expenses and/or community improvements.

4. Article VII is hereby amended by adding the following new Sections thereto:

(17) The provisions of this Article VII shall not apply to the Primary Builder to the extent that it is constructing, marketing and selling Residences in the ordinary course of its business. Further, neither the Association nor any Owner shall, by act or omission, interfere with the lawful activities of the Primary Builder or its invitees and designees including, without limitation, by impeding access to and within the Properties by such parties (such as denying such access through gates). Accordingly, the Primary Builder shall establish the hours that the gate(s) to the Properties shall remain open to accommodate construction and sales traffic and shall sop notify the Association which shall fully comply with such schedule.

5. Article XI is hereby amended by adding to the end thereof:

Notwithstanding the foregoing, no rule shall be adopted, amended or enforced in a manner which prevents or interferes with the lawful, usual and customary construction, marketing or sales activities of the Primary Builder including, without limitation, as to those specific practices and activities protected or exempted under other provisions of this Declaration (as originally provided or amended). Additionally, the Board of directors shall, on an annual basis, provide Indian River County with an acknowledgment and approval letter with respect to the Primary Builder's activities, such letter to be in a form provided by the Primary Builder.

6. Article XII is hereby amended by adding the following new Section thereto:

Section 7. Primary Builder. All persons are hereby notified, and by acceptance of title to their respective Lots covenant and agree, that the Primary Builder is not the developer of the Properties or the "Developer" or "Declarant" under this Declaration or the Articles of Incorporation or Bylaws of the Association. Accordingly, the Primary Builder shall in no manner be responsible for the planning, design, installation or construction of the Common Areas or other infrastructure within the Properties nor the operation, funding or administration of the Association including, without limitation, establishing the budgets and levels of assessments for same. All persons are further notified that, in accordance with Florida Statute 553.835, there are no

actual or implied warranties as to the merchantability, fitness or other attributes of the Common Areas or other infrastructure as aforesaid.

7. Article XIII, Section 3 is hereby amended by adding to the end thereof:

Further, no amendment which eliminates, alters or impairs any right, benefit, privilege, or protection of the Primary Builder, or adds any restrictions on, or requirements of, the Primary Builder shall be valid or enforceable without its written consent.