

This instrument prepared by
and when recorded return to:
Peter C. Mollengarden, Esq.
Kaye Bender Rembaum, PLLC
9121 North Military Trail, Suite 200
Palm Beach Gardens, FL 33410

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
FOR EAGLE TRACE**

THE UNDERSIGNED President and Secretary of **EAGLE TRACE AT VERO BEACH HOMEOWNER'S ASSOCIATION, INC.**, (the "Association"), certify that the Declaration of Covenants, Conditions and Restrictions for Eagle Trace (the "Declaration"), recorded in Official Records Book 1765 at Page 1544 of the Public Records of Indian River County, Florida, as amended from time to time, has been further amended, per Article XI of the Declaration, by the requisite vote of a majority of the voting interests in the Association at a duly constituted meeting thereof, held April 26, 2017, said amendment being shown in Exhibit "A" attached hereto and made a part hereof.

Dated this 3rd day of May, 2017.

WITNESSES
[Signature]
Witness 1
Erma Nunez
Print Name
[Signature]
Witness 2
Juan Satolongo
Print Name
[Signature]
Witness 1
Beth Sloss
Print Name
[Signature]
Witness 2
Jessica Burford
Print Name

EAGLE TRACE AT VERO BEACH HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not-for-profit

[Signature]
By: Sergio Concepcion, President

ATTEST:

[Signature]
By: Scott Reynolds, Secretary

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 3rd day of May, 2017, by Sergio Concepcion, as President of **EAGLE TRACE AT VERO BEACH HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation not-for-profit () who is personally known to me OR () who produced a 714 90521-780 as identification.

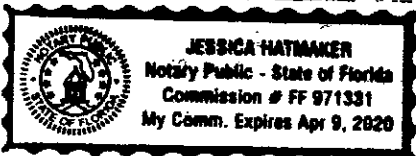


CARL QUEENER
MY COMMISSION # FF 022371
EXPIRES: September 29, 2017
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of Florida
My Commission Expires: 9/29/17

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was acknowledged before me this 4th day of May, 2017, by Scott Reynolds, as Secretary of **EAGLE TRACE AT VERO BEACH HOMEOWNER'S ASSOCIATION, INC.**, a Florida corporation not-for-profit () who is personally known to me OR () who produced a _____ as identification.



[Signature]
Notary Public, State of Florida
My Commission Expires: _____

**A TRUE COPY
CERTIFICATION ON LAST PAGE
J.R. SMITH, CLERK**

EXHIBIT "A"

1. Article XII, Section 7 of the Declaration is hereby amended by adding to the end thereof:

Notwithstanding any of the foregoing, Developer shall relinquish its seats on the Board of Directors and allow the Class A Members of the Association to elect such Board no later than the date fifteen (15) days after the conveyance of four (4) Lots by Developer to a Builder (as defined below) after the effective date of this Amendment.

2. Article XIV, Section 7 of the Declaration is hereby amended by deleting the second paragraph thereof and replacing same with;

The Association shall have the right to dedicate the Lift Station to Indian River County on such terms and conditions as Indian River County and the Association may agree. In doing so, the Association is authorized to use funds generated by general and special assessments to make such modifications and upgrades to the Lift Station as are necessary to obtain the acceptance thereof by Indian River County. Prior to such dedication or conveyance, or in the event that it does not occur, the Association shall contract through a private maintenance company to perform periodic inspections of the Lift Station and to provide a response in an emergency situation should the Lift Station fail to function or be damaged. The Association shall also procure insurance coverage for the Lift Station in the amount of its full replacement cost and satisfactory to the Indian River County Utilities Department. The Association shall submit evidence of such insurance to the Indian River County Utilities Department on an annual basis.

3. The following new article XV is hereby added to the Declaration.

ARTICLE XV INITIAL CONSTRUCTION BY BUILDERS

Section 1. Preamble. The purpose of the Article is to facilitate the efficient and orderly completion of the construction of Structures constituting homes and related improvements within the Community ("Homes"). It shall be liberally construed in order to achieve such goal. The provisions hereof shall apply notwithstanding any contrary or conflicting provisions of this Declaration. Further, no provision of this Article XV shall be amended without the written consent of any and all Builders, nor shall any other provision of the Declaration be amended to interfere or conflict herewith without such consent. As used herein, a "Builder" shall mean a person or entity engaged in the construction and sale of one or more Homes on Lots in the Community.

Section 2. Access. A Builder and its employees, contractors, subcontractors, suppliers, sales agents and business invitees (including sale prospects) shall have full and unrestricted access into and through the Community for the conduct of their lawful activities with respect to the construction, marketing and sale of Homes in the Community. Accordingly, the gates to the community shall be left open between the hours of 7:00 am and 7:00 pm, Monday through Saturday and the Builder's salesperson shall be afforded the right and procedures to grant and access to real estate agents and potential purchasers on Sundays.

A TRUE COPY
CERTIFICATION ON LAST PAGE
J.R. SMITH, CLERK

Section 3. Sales Activities. Without limiting the generality of the preamble hereof, a Builder shall be entitled to conduct all usual and customary sales activities in the marketing and sale of Homes constructed or to be constructed by such Builder. Such activities include, without limitation, the access rights described in Section 2 above, the right of sales prospects to drive through the Community, the right to have and operate a sales office and one or more Model Homes, the right to conduct "open houses" and similar events and the right to place both promotional and directional signage on Common Areas within the community as well as Lots owned by the Builder.

Section 4. Construction Activities. A Builder may conduct all usual and customary construction activities within the Community on Lots owned by such Builder and adjacent or nearby Common Areas. Such activities may include Lot clearing and grading, horizontal and vertical construction, the placement and use of construction trailers and equipment, dumpsters and like and such other activities as are usual and customary in the construction of Homes as permitted by Indian River County, Florida. In conducting such activities, the Builder shall keep the Lot and any affected Common Areas reasonably free from debris consistent with standard construction practices.

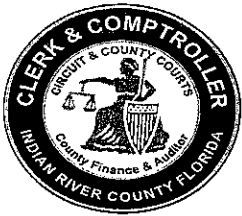
Section 5. Non-Interference. Neither the Association nor any officer, director or member thereof shall, by act or omission, interfere with the exercise of the rights granted to a Builder herein shall have all rights and remedies available at law and equity (including injunctive relief) against the party violating this provision including, without limitation, the right to recover all attorney's fees and costs incurred by the Builder in enforcing this provision at all pre-trial, trial and appellate levels and including any action to enforce such right of recovery of fees and costs.

STATE OF FLORIDA
INDIAN RIVER COUNTY

THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE IN THIS OFFICE. THIS
ORIGINAL MAY HAVE REDACTED INFORMATION AS STATED
IN FLORIDA STATUTE 119.07.



BY J.P. SMITH CLERK
DEPUTY CLERK
DATE 5/11/11



Indian River County
Clerk of the Circuit Court
Jeffrey R. Smith
Vero Beach FL 32960
(772) 770-5185

Transaction # 888535	Agent #	Source: Over the Counter
Receipt # 838535	Attention:	Returned: Over the Counter
Cashier Date: May 04, 2017	Name: SCOTT REYNOLDS	Will Call #
Cashier: Estelle	Address:	

RESTRICTIONS CFN: 3120170024958 Book: 3021 Page: 1584

From: EAGLE TRACE AT VERO BEACH	To: EAGLE TRACE
Recording @ 1st=\$10 Add'l=\$8.50 ea.	\$27.00
CopyFee	\$3.00
CERTIFY	\$2.00

PAYMENT: CHECK	6654701590	AMOUNT: \$27.00
----------------	------------	-----------------

PAYMENT: CASH	Return \$15.00 in change	AMOUNT: \$5.00
---------------	--------------------------	----------------

Total Payments: \$ 32.00	Total Fees: \$ 32.00	Shortage: \$ 0.00	Overage: \$ 0.00
--------------------------	----------------------	-------------------	------------------