

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Benjamin E. Wilson, Esq.
The Viera Company
7380 Murrell Road, Suite 201
Viera, FL 32940
(321) 242-1200

**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS, RESERVATIONS AND RESTRICTIONS
FOR
TRASONA WEST NEIGHBORHOOD AREA**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR TRASONA WEST NEIGHBORHOOD AREA (this "**Second Amendment**") is dated as of the 3rd day of May, 2017, by THE VIERA COMPANY, a Florida corporation ("**Neighborhood Declarant**"). The effective date of this Second Amendment shall be the date that this Second Amendment is recorded in the Public Records of Brevard County, Florida (the "**Effective Date**").

RECITALS:

WHEREAS, Neighborhood Declarant is the "Neighborhood Declarant" under that certain Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Trasona West Neighborhood Area recorded on December 9, 2015 in Official Records Book 7509, Page 103 (the "**Original Declaration**"), as amended by that certain First Amendment to the Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Trasona West Neighborhood Area recorded in Official Records Book 7616, Page 1950 (the "**First Amendment**"), both of the Public Records of Brevard County, Florida (collectively, the "**Declaration**");

WHEREAS, under Article XI of the Original Declaration, Neighborhood Declarant has the unilateral right to amend the Declaration during the Class B Control Period, and, as of the date of this Second Amendment, the Class B Control Period remains in effect;

WHEREAS, pursuant to Article XI of the Original Declaration, Neighborhood Declarant desires to amend the Declaration as more particularly provided in this Second Amendment; and

WHEREAS, The Viera Company, a Florida Corporation, as the Community Declarant under the Declaration, is joining in the execution of this Second Amendment to evidence its consent to the provisions of this Second Amendment.

NOW, THEREFORE, Neighborhood Declarant hereby amends the Declaration as set forth below pursuant to Article XI of the Original Declaration:

1. RECITALS: The above recitals are true and correct, and are incorporated into this Second Amendment by this reference.

2. DEFINED TERMS: Any capitalized term not otherwise defined in the above recitals or elsewhere in this Second Amendment shall have the meaning ascribed to such term in the Declaration.

3. AMENDMENTS: The Declaration is hereby amended as follows as of the Effective Date:

- a. Front Building Restriction Line: The definition of “Front Building Restriction Line” set forth in Article I, Section 42, of the Declaration (as originally added in Section 2c of the First Amendment) is hereby deleted in its entirety and replaced with the following provisions:

“Section 42. “Front Building Restriction Line” shall mean and refer to the minimum setback line applicable to a Lot, as set forth in the Plat.”

- b. Front Building Restriction Area: The following new definition is added as Article I, Section 43, of the Declaration:

“Section 43. “Front Building Restriction Area” shall mean and refer to the area between the applicable Front Building Restriction Line for a Lot and the applicable street right-of-way abutting such Lot, as set forth in the Plat.”

- c. Front Building Restriction Line/Plan Review Committee: The addition to Article V, Section 2 of the Declaration set forth in Section 2e of the First Amendment is hereby deleted in its entirety and replaced with the following provisions:

“All buildings and vertical improvements (which, for purposes of clarification, exclude roof overhangs and soffits, signs, mailboxes, utilities, driveways, sidewalks and similar facilities) located on a Lot, or any portion thereof, shall not be located within the applicable Front Building Restriction Area for such Lot. Notwithstanding the foregoing, to the extent of an encroachment of buildings or vertical improvements into the applicable Front Building Restriction Area of a Lot, such encroachment shall be a permissible “de minimis” encroachment under this Declaration and the Plat so long as (i) the encroachment is not more than two (2) feet into the applicable Front Building Restriction Area for such Lot, unless a greater encroachment is otherwise expressly approved by the PRC in writing in the PRC’s sole and absolute discretion; and (ii) the encroachment does not encroach into a front setback line for the Lot established by Brevard County, Florida, as set forth in the Plat.”

- d. Rights of Owners in the Common Areas: Article II, Section 1, of the Original Declaration is hereby deleted in its entirety and replaced with the following provisions.

“Section 1. Rights of Owners. Every Owner shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area for the purpose for which it is intended, subject to this Neighborhood Declaration as it may be amended from time to time, any easements reserved therein or granted by Neighborhood Declarant or Community Declarant, any terms and conditions of the Community Declaration as it may be amended from time to time, and to any restrictions or limitations contained in any plat and in any deed conveying such property to the Neighborhood Association or subjecting such property as Common Area to the Neighborhood Declaration. Such non-exclusive right or easement is subject to (i) the right of the Neighborhood Association to limit the number of guests of Owners or Owners who may use the Common Area from time to time; (ii) the right of the Neighborhood Association to promulgate, establish and enforce reasonable rules and regulations pertaining to the use of the Common Area; and (iii) the right of the Neighborhood Association to take such steps as are reasonably necessary to maintain, preserve and protect the Common Area. Any Owner may delegate his right of enjoyment in and to the Common Area to the members of his family, his tenants, guests or invitees, as applicable, subject to reasonable regulation by the Board of Directors of the Neighborhood Association and in accordance with procedures it may adopt. An Owner of a Unit who leases his Unit in accordance with the requirements of this Neighborhood Declaration shall be deemed to have automatically delegated such rights to the Unit’s tenants during the term of the lease. No Owner may exempt himself from personal liability for or exempt his Unit from any Assessments duly levied by the Neighborhood Association, or release the Unit owned by the Owner from liens, charges, encumbrances and other provisions of this Neighborhood Declaration or the rules and regulations of the Neighborhood Association by (a) the voluntary waiver of the right, privilege and easement for the use and enjoyment of the Common Area; or (b) the abandonment of his Unit.”

- e. Leases: The following provision is added as a new sentence following the first sentence of Article II, Section 2, of the Neighborhood Declaration:
- “Only entire Units may be leased by an Owner.”
- f. Use Restrictions: The reference in the fourth full paragraph of Article VI of the Original Declaration to “Article X, Section 14 of this Neighborhood Declaration” is hereby amended to read “Article IX Section 14 of this Neighborhood Declaration.”
4. FULL FORCE AND EFFECT: The terms, provisions and conditions set forth in the Declaration that are not modified in this Second 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 Second Amendment, the terms and conditions of this Second Amendment shall prevail.

(SIGNATURES ARE ON THE FOLLOWING PAGES.)

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

WITNESSES:

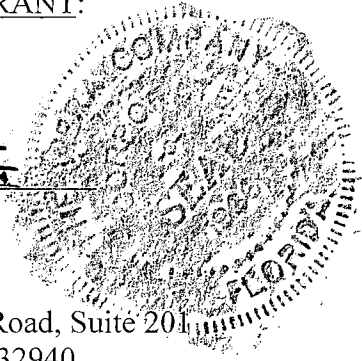
Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Sandra Patrick
Print Name: SANDRA PATRICK

NEIGHBORHOOD DECLARANT:

THE VIERA COMPANY,
a Florida corporation

By: Jay A. Decator
Name: Jay A. Decator, III
Title: Senior Vice President

Address: 7380 Murrell Road, Suite 201
Viera, Florida 32940



STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 3rd day of May, 2017 by Jay A. Decator, III, as Senior Vice President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



BENJAMIN E. WILSON
MY COMMISSION # FF 032645
EXPIRES: October 10, 2017
Bonded Thru Budget Notary Services

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: Florida
Commission No.: ~~10-10-2017~~ FF 032645
My Commission Expires: 10-10-2017

(JOINDER OF THE COMMUNITY DECLARANT IS ON THE FOLLOWING PAGE)

JOINDER FOR COMMUNITY DECLARANT

The Community Declarant hereby joins in the execution of this Second Amendment for the purpose of consenting to the terms and conditions of this Second Amendment.

WITNESSES:

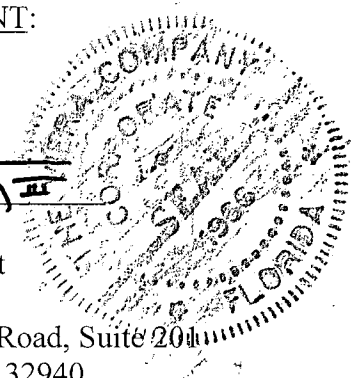
Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Sandra Patrick
Print Name: SANDRA PATRICK

COMMUNITY DECLARANT:

THE VIERA COMPANY,
a Florida corporation

By: Jay A. Decator, III
Name: Jay A. Decator, III
Title: Senior Vice President

Address: 7380 Murrell Road, Suite 200
Viera, Florida 32940



STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me on the 3rd day of May, 2017 by Jay A. Decator, III, as Senior Vice President of The Viera Company, a Florida corporation, on behalf of the corporation, who is personally known to me.



BENJAMIN E. WILSON
MY COMMISSION # **FF 032645**
EXPIRES: **October 10, 2017**
Bonded Thru Budget Notary Services

Benjamin E. Wilson
Print Name: Benjamin E. Wilson
Notary Public: Florida
Commission No.: FF032645
My Commission Expires: 10/10/2017