

**FOURTH  
AMENDMENT  
TO  
DECLARATIONS COVENANTS AND RESTRICTIONS  
FOR  
VERANDA PLACE SUBDIVISION**

**THIS AMENDMENT** made this   1   day of October, 2011 by **VERANDA PARTNERS ONE, LLC**, a Florida limited liability company corporation, (“Developer”) and joined by **VERANDA PARTNERS TWO, LLC**, a Florida limited liability company corporation and **VERANDA PLACE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation

**RECITALS:**

**A.** The Declaration of Covenants and Restrictions for Veranda Place Subdivision is recorded in the Official Records Book 5818, Page 7064, et. seq., Public Records of Brevard County, Florida, and as thereafter amended (the “Covenants”); and

**B.** The Developer has reserved the right to amend these Covenants pursuant to the provisions of Section 11.1 thereof for as long as the Developer owns a Lot within the Property; and

**C.** The Developer is owner of one (1) or more Lots contained within the Property as of the date of this instrument and desires to amend the Covenants in the manner hereinafter set forth.

**NOW THEREFORE**, in consideration of the foregoing, the Covenants are amended as follows:

**1.** All terms used in this instrument shall have the same definition and meaning as set forth in the Covenants unless herein provided to the contrary, or unless the context requires otherwise.

**2.** Article VII, Section 7.7 of the Covenants is hereby amended and restated in its entirety to read as follows:

**Section 7.7: Plan Review.** The Architectural Review Committee shall review all construction plans prior to the commencement of any construction on any Lot. The Architectural Review Committee shall review any such plans to determine whether they are in compliance with the Covenants contained herein, as well as any other restriction or covenant applying to such Lot. A fee in the amount of Four Hundred Dollars (\$400.00) shall be payable to the Association at such time as the plans are submitted to the Architectural Review Committee. Applications for fences, satellite dishes, and supplemental plantings shall require a fee of Fifty Dollars (\$50.00) per application. At the final inspection, all items will be inspected to ensure that all construction and site issues are in compliance with the Architectural Review Committee approval. If a re-inspection is needed for any reason the Builder shall pay to the Association a fee of Two Hundred Dollars (\$200.00). If the Lot is

not brought into compliance or the re-inspection fee is not paid, no additional approvals will be granted to the Builder until such corrections are made and fees are paid.

3. Article VII, Section 7.8 of the Covenants is hereby amended and restated in its entirety to read as follows:

**Section 7.8: Duties of the Architectural Review Committee.** The Architectural Review Committee shall review plans submitted for all improvements or modifications, and shall approve or disapprove said plans. The plans submitted to the Architectural Review Committee for approval shall include all plans necessary for construction and shall meet the following standards:

Plans: All plans must be drawn in a professional manner, fully dimensioned, and shall include the following as a minimum:

- (a) Plot Plan: An accurately drawn and dimensioned plot plan in 1" = 20' or 30' scale showing all building setbacks, easements, fences, drives, swimming pools, patios, walks and other architectural elements.
- (b) Floor Plan(s): Drawn to scale of 1/4" per foot.
- (c) Elevation Plans: Drawn to scale of 1/4" per foot, and showing the exterior elevations of buildings as they will actually appear after all back filling.
- (d) Specifications of all external materials such as roofing, siding, brick, etc. as well as exterior color schemes must be submitted for approval; actual samples may be required by the Architectural Review Committee.
- (e) Landscaping plans in 1" = 20' or 30' scale indicating all existing trees with a caliber of 4" or greater, trees to be removed and proposed new material. Including tree and plant list (type and size) for existing and proposed trees. A written proposal from a licensed landscape contractor is also required.

The Architectural Review Committee shall have the right to approve or disapprove any structure, fence, wall, screened enclosure, grating, floor, elevation and drainage plan, drain, mail box, solar energy device, antenna, satellite dish, decorative building, landscape plan, landscape device or other improvement change or modification and to approve or disapprove an exterior additions, changes, modifications or alterations to a residence. Disapproval of any change, addition, modification or alteration may be solely on the grounds of aesthetics. It is the Developer's intent to protect the community for nuisances and maintain the aesthetic quality with substantial uniformity of the residences. The Association may adopt additional standards and criteria to effect the purposes of this Section.

4. Article VII, Section 7.8.1 of the Covenants is hereby amended by addition of the following:

**Section 7.8.1: Onsite Pre-Clearing Meeting.** Prior to the final approval from the Architectural Review Committee, an onsite meeting must be scheduled by the Builder with a representative from the Architectural Review Committee. At this meeting the Builder will have all trees flagged that will be remaining. At the conclusion of this onsite meeting, the Builder and the representative from the Architectural Review Committee will sign the final tree survey which indicates the trees that will be saved.

5. Article VII, Section 7.8.2 of the Covenants is hereby amended by addition of the following:

**Section 7.8.2: Miscellaneous Site Approval Issues.** If additional trees are removed from the Lot, that the Architectural Review Committee deems to be unnecessary or excessive, the Builder will be required to plant additional trees with a total tree caliper equal to ½ the total caliper of trees that were removed. The Architectural Review Committee reserves the right to offset the total amount of new landscaping if natural areas are left on the Lot. This determination will be at the total final determination of the Architectural Review Committee.

6. Article VII, Section 7.6 (z) of the Covenants is hereby amended by addition of the following:

**Section 7.6 (z).** The owners of lots abutting a body of water designated on the plat as drainage retention and utility easement (lake lots) shall have the right to use the lake for fishing, provided, however, no owner shall have a right to enter into the water to fish or for any other purpose. Swimming and boating is also prohibited.

7. In all other respects not inconsistent with the above, the Declaration of Covenants and Restrictions for Veranda Place Subdivision recorded in the Official Records Book 5818, Page 7064, et. seq., Public Records of Brevard County, Florida, is hereby ratified, confirmed, re-executed and republished in its entirety.

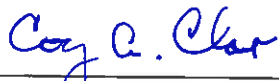
**IN WITNESS WHEREOF**, the parties have caused their seals and signatures to be affixed this 1 day of October, 2011.

Signed, sealed and delivered  
In the presence of:

  
Witness


  
Witness

**VERANDA PARTNERS ONE, LLC,**  
a Florida limited liability company

By:   
Coy A. Clark, Manager

**VERANDA PARTNERS TWO, LLC,**  
a Florida limited liability company


  
Witness

By:   
Coy A. Clark, Manager

  
Witness

**VERANDA PLACE COMMUNITY ASSOCIATIONS, INC.,** a Florida corporation

  
Witness


By:   
Coy A. Clark, President

  
Witness

STATE OF FLORIDA  
COUNTY OF BREVARD

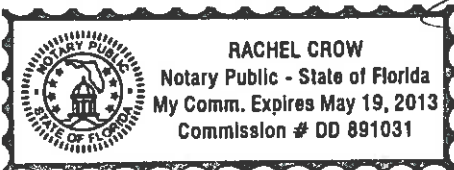
The foregoing instrument was acknowledged before me this 1 day of October, 2011, by Coy A. Clark, Manager of Veranda Partners One, LLC, a Florida limited liability company, who is personally know to me.




  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1 day of October, 2011, by Coy A. Clark, Manager of Veranda Partners Two, LLC, a Florida limited liability company, who is personally know to me.

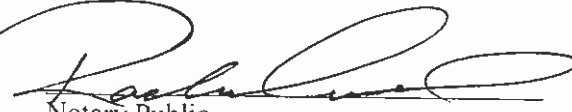


  
Notary Public  
My Commission Expires:

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 1 day of October, 2011, by Coy A. Clark, President of Veranda Place Community Association, Inc., a Florida not-for-profit corporation, who is personally know to me.



  
Notary Public  
My Commission Expires: