

THIS DOCUMENT PREPARED BY  
AND RETURN TO:  
Adam W. Carls, Esq.  
ARIAS BOSINGER, PLLC  
140 N. Westmonte Dr., Ste. 203  
Altamonte Springs, FL 32714

the space above this line is reserved for recording purposes

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS**

**VILLA DE PALMAS SYKES COVE SECTION 1  
BREVARD COUNTY, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of SYKES COVE COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS VILLA DE PALMAS SYLES COVE SECTION 1 BREVARD COUNTY, FLORIDA, recorded in Official Records Book 2762, Page 1355, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS VILLA DE PALMAS SYLES COVE SECTION 1 BREVARD COUNTY, FLORIDA, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 4<sup>th</sup> day of June, 2018 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of the Declaration, as amended. Proper notice was given for the Meeting pursuant to the By-Laws of the Association, and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 21<sup>st</sup> day of August, 2018.

Signed, sealed and delivered  
in the presence of:

SYKES COVE COMMUNITY  
ASSOCIATION, INC.

[Signature]  
(Sign - Witness 1)

James E. Kennon  
(Print - Witness 1)

[Signature]  
(Sign - Witness 2)

Louis Manley  
(Print - Witness 2)

[Signature]  
(Sign - Witness 1)

Sharon Freeman  
(Print - Witness 1)

[Signature]  
(Sign - Witness 2)

Renae J Foster  
(Print - Witness 2)

By: Ashley Daig  
(Sign)

Ashley Daig  
(Print)

President, Sykes Cove Community  
Association, Inc.

Attest: [Signature]  
(Sign)

Brian McCullough  
(Print)

Secretary, Sykes Cove Community  
Association, Inc.

STATE OF FLORIDA  
COUNTY OF Brevard

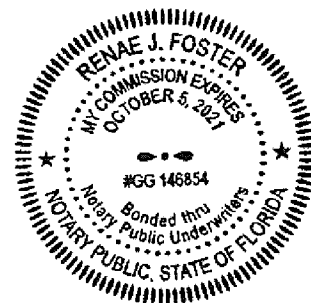
The foregoing was acknowledged before me this 21<sup>st</sup> day of August,  
2018, by Ashley Daig, as President, and Brian McCullough,  
as Secretary, of SYKES COVE COMMUNITY ASSOCIATION, INC., a Florida not for profit  
corporation, on behalf of the corporation, who are personally known to me or who have produced  
as identification.

NOTARY PUBLIC

Renae J Foster (Sign)

Renae J Foster (Print)

State of Florida, At Large  
My Commission Expires:



**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**VILLA DE PALMAS SYKES COVE SECTION 1  
BREVARD COUNTY, FLORIDA**

The following amendment is made to add Article II, Section 23 to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS VILLA DE PALMAS SYKES COVE SECTION 1 BREVARD COUNTY, FLORIDA, recorded in Official Records Book 2762, Page 1355, *et. seq.*, of the Public Records of Brevard County, Florida, as amended (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

[ . . . ]

**ARTICLE II  
COVENANTS AND RESTRICTIONS**

[ . . . ]

Section 23. Leasing or Licensing. The lease or license of a residence on a Lot is defined as occupancy of the residence by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods, services, points, or any other exchange of value). The terms "leasing," "licensing," and "renting" shall be used interchangeably for the purpose of this Declaration. The terms "lease" and "license" shall be used interchangeably for the purpose of this Declaration. The terms "Tenant," "Lessee," and "Licensee" shall likewise be used interchangeably in this Declaration.

All short-term rentals and licenses (which are for less than a twelve (12) month period) are strictly prohibited. Owners and Tenants are prohibited from listing or advertising residences, whether directly or through a third-party, as being available for short-term rental, license, or other occupancy. Without limitation, this provision is intended to prohibit residence use, listings, and arrangements similar to and including those associated with AirBnB, VRBO, and other short-term rental/license companies, applications, and websites. Upon reasonable suspicion of a violation of these provisions, the Board of Directors may require an Owner and/or Tenant to provide a notarized sworn statement, under penalty of perjury, affirming the residence is not, has not, and will not be used for these purposes. Said affirmation must be provided in a form acceptable to the Board, in its sole discretion. Failure to provide said affirmation within fourteen (14) days of such request by the Board shall constitute an independent violation of this Declaration, and shall further establish a rebuttable presumption that the Owner and/or Tenant has violated these provisions. The burden of proving said rebuttal shall be borne by the Owner and/or Tenant by a preponderance of evidence.

[ . . . ]