

**CERTIFICATE OF AMENDMENT**

The undersigned, as president of Sandy Pines Preserve Homeowners Association, Inc., (Phases 1 and 2), hereby certifies that on April 21, 2021 2/3rds of the members of the Association appearing in person or by proxy approved the attached Amendment to the Declaration of Covenants and Restrictions dated November 12, 1992 and as preserved in Official Records Book 8093, Page 1697 of the Public Records of Brevard, Florida.

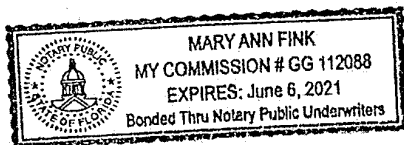
Sandy Pines Preserve Homeowners Association, Inc.,  
(Phases 1 and 2)  
By *Gary Nelson*  
Gary Nelson, its president

Attest:  
*Laura Ciampa*  
Laura Ciampa, Secretary of Sandy Pines  
Preserve Homeowners Association, Inc.,  
(Phases 1 and 2)

STATE OF FLORIDA     )  
COUNTY OF BREVARD    )

SWORN TO AND SUBSCRIBED before me by Gary Nelson, President of Sandy Pines Preserve Homeowners Association, Inc., this 5<sup>th</sup> day of May, 2021 physically present and who is personally known to me or produced Drivers license as identification and did not take an oath.

*Mary Ann Fink*  
Notary Public



Prepared by and return to:  
Karl W. Bohne, Jr  
1311 Bedford Drive  
Melbourne, FL 32940

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR SANDY PINES PRESERVE HOMEOWNERS  
ASSOCIATION, INC., (PHASES 1 AND 2)**

This Amendment to the Declaration of Covenants Conditions and Restrictions for Sandy Pines Preserve Homeowners Association, Inc., (Phases 1 and 2) is made as of this 26 day of April, 2021.

WHEREAS, Sandy Pines Preserve Homeowners Association, Inc., (Phases 1 and 2). is a Florida not for profit corporation organized and existing under the laws of the State of Florida; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Sandy Pines Preserve Homeowners Association, Inc., (Phases 1 and 2) (the "Association") provides at Article VII, Section 2 (b) that the Declaration of Covenants, Conditions and Restrictions may be amended from time to time by recording in the public records of Brevard County, Florida an instrument certified by the president and attested by the secretary of the Association indicating that at an annual membership meeting or special membership meeting called for that purpose that the affirmative vote of members holding at least a 2/3rds vote of the total number of members of the Association entitled to vote thereon have approved such amendment; and,

WHEREAS, the Board of Directors have determined that the Declaration of Covenants, Conditions and Restrictions should be amended; and,

WHEREAS, a meeting was held by the Association on April 21, 2021 and 2/3rds of the members of the Association appearing in person or by proxy approved this amendment.

NOW THEREFORE, for Sandy Pines Preserve Homeowners Association, Inc., (Phases 1 and 2) declares that the Declaration of Covenants and Restrictions dated November 12, 1992 and as preserved in Official Records Book 8093, Page 1697 of the Public Records of Brevard, Florida (the "DECLARATION") are amended as follows:

**SECTION I.** Article III of the DECLARATION is amended to add a new Section 29 to read as follows:

**"Section 29 Rental Restriction**

No Lot or residence or portion thereof shall be rented, leased or allowed to be occupied by a non-owner until such Owner has resided in the Lot or residence for a period of 365 consecutive days. Vacation rental, short term rentals and transient rentals are specifically prohibited.

The owner or legally appointed representative shall not rent or lease a residence or part of a residence for intervals of less than (12) consecutive months or more than twenty-four (24)

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consecutive months (hereinafter the Initial Lease Period). All owners leasing their homes are required to provide the association with a copy of the lease containing the names and addresses of the owner and the tenant that are contained in the lease. At the expiration of the Initial Lease Period, new and or renewal leases must be provided to the association and shall be governed by the provisions of this section 29. If a tenant vacates the property before the expiration of the Initial Lease Period, the owner cannot re-lease the property until the Initial Lease Period has expired.

For purposes of this section the term "consideration" includes, but is not limited to, any form of remuneration including monetary; in-kind services; responsibility for repairs, maintenance, and replacement of any property in or on a lot or residence; payment of utilities; or any other form of remuneration or compensation to the owner of the property or owner's legally appointed representative.

Owners or legally appointed representatives will ensure that no rented residence is sub-leased, either wholly or partially. The lease premises are part of a Subdivision, all persons occupying property in Sandy Pines Preserve are required to observe the Covenants and Restrictions of the Sandy Pines Preserve Association, Inc. Copies of all Covenants and Restrictions are to be obtained from the Landlord. All tenants are required to sign a receipt of governing documents form prior to occupancy and return such form to the Association.

Any violation of this section 29, or any provision of the governing documents of the Association by the tenant is grounds for a non-monetary eviction by the Association. Nothing herein is intended to create a landlord tenant relationship between the Association and tenant.

The provisions of this subsection shall apply to prospective leases after the effective date of this amendment. This subsection shall not affect any written lease previously in effect on the effective date of this amendment. Provided; however, any lease which has been previously in effect on the effective date of this amendment and which expires subsequent to the effective date of this amendment shall not be protected by this saving provision and any renewal thereof shall meet the all the requirements of this section.

With respect to the renewal of an existing tenant, the Association reserves the right to reject such renewal if it is determined that the existing management company or landlord has been notified in writing of a violation of any of the governing documents of the Association at least twice during the immediate previous rental period.

The effective date of this Amendment shall be the date on which this Amendment to the Declaration of covenants and Restrictions for SANDY PINES PRESERVE HOMEOWNERS ASSOCIATION, INC., (PHASES 1 AND 2) is recorded in the Public Records of Brevard County, Florida.

Any other provisions of the Declaration, except this Section 29, regarding rental of Lots or residences or parts thereof in Sandy Pines Preserve are hereby repealed.

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The Board of Directors may adopt rules, regulations and policies, from time to time, to implement the provisions of this subsection."

**Section 2.** Except as amended herein, the remaining provisions of the Declaration of Covenants, Conditions and Restrictions for Sandy Pines Preserve Homeowners Association, Inc., (Phases 1 and 2) and as preserved in Official Records Book 8093, Page 1697 of the Public Records of Brevard, Florida, including any amendments thereto, shall remain in full force and effect.

**Section 3.** The provisions of this Amendment shall become effective upon the date it is recorded in the Public Records of Brevard County, Florida.

IN WITNESS WHEREOF the president and secretary of Sandy Pines Preserve Homeowners Association, Inc., have executed this amendment on the day and year first written above and certify that this amendment was duly adopted.

Signed, Sealed, and Delivered

in the presence of

Marianne C. Perin

Print MARIANNE C. PERIN

Robert G. Ciampa

Print ROBERT G. CIAMPA

Sandy Pines Preserve Homeowners  
Association, Inc.

Gary Nelson

Gary Nelson, President

STATE OF FLORIDA       )  
COUNTY OF BREVARD    )

SWORN TO AND SUBSCRIBED before me by Gary Nelson, President of Sandy Pines Preserve Homeowners Association, Inc., this 26 day of April, 2021 physically present and who is personally known to me or produced FL/OL as identification and did not take an oath.

Elizabeth Mohammed  
Notary Public



Elizabeth Mohammed  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG090028  
Expires 7/2/2021

Prepared by and return to:  
Karl W. Bohne, Jr  
1311 Bedford Drive  
Melbourne, FL 32940

Marianne C Peris

Print MARIANNE C PERIS

Laura Ciampa

Laura Ciampa, Secretary

Robert D Ciampa

Print Robert D. Ciampa

STATE OF FLORIDA     )  
COUNTY OF BREVARD    )

SWORN TO AND SUBSCRIBED before me, by **Laura Ciampa**, Secretary of Sandy Pines Preserve Homeowners Association, Inc., this 26 day of April, 2021 physically present and who is personally known to me or produced FL/DL as identification and did not take an oath.

Elizabeth Mohammed  
Notary Public



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NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG090028  
Expires 7/2/2021