



Clayton & McCulloh

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Clayton & McCulloh, P. A.
Servicing 25 Counties
Respond to: Orlando Office

November 1, 2012

Wingate Estates District Association, Inc.
c/o Tom Dillon, Manager
Fair/Way Management of Brevard, LLC
1331 Bedford Drive, Suite 103
Melbourne, FL 32940

Re: Wingate Estates District Association, Inc.

Dear Mr. Dillon:

Enclosed please find the following original documents which have been recorded in the Public Records of Brevard County, Florida:

1. **Certificate of Amendment to Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Wingate Estates Residential District** (recorded in Official Records Book 6722, at Page 1588); and
2. **Certificate of Amendment to Bylaws of Wingate Estates District Association, Inc.** (recorded in Official Records Book 6722, at Page 1585).

Please retain the enclosed original documents with the Association's records. If you have any questions or concerns, please feel free to contact this firm at your convenience.

Sincerely,

CLAYTON & MCCULLOH

Jenny McKinney
Florida Registered Paralegal

:jlm

Enclosure

Orlando Office:
The Clayton & McCulloh Building
1065 Maitland Center Commons Blvd.
Maitland, FL 32751
Phone: (407) 875-2655

Toll Free: (888) 793-1486
Fax: (407) 875-3363

Melbourne Office: Suntree/Viera
Baytree Corporate Park
1341 Bedford Drive, Suite A
Melbourne, FL 32940
Phone: (321) 751-3449

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

CFN 2012215840, OR BK 6722 PAGE 1585,
Recorded 10/26/2012 at 11:31 AM, Mitch Needelman, Clerk
of Courts, Brevard County
Pgs:3

----- The area above this line is for recording purposes only -----

**CERTIFICATE OF AMENDMENT TO BYLAWS OF
WINGATE ESTATES DISTRICT ASSOCIATION, INC.**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as ^{Vice-} President and Secretary of WINGATE ESTATES DISTRICT ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the BYLAWS OF WINGATE ESTATES DISTRICT ASSOCIATION, INC., recorded in Official Record Book 4699, Page 3697, *et. seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Bylaws"), hereby certify that the AMENDMENT TO BYLAWS OF WINGATE ESTATES DISTRICT ASSOCIATION, INC., 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 1 day of October, 20 12 (hereinafter the "Meeting")

Said Amendment was approved at the Meeting in accordance with the requirements of Article VII, Section 6 of the Bylaws, as amended, by the affirmative vote (in person or by proxy) of at least a majority of the total votes of the Association. Proper notice was given for the Meeting pursuant to the Bylaws 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 WHEREOF, the Association has caused these presents to be executed in its name, this 8 day of October, 20 12.

Signed, sealed and delivered
in the presence of:

WINGATE ESTATES DISTRICT
ASSOCIATION, INC.

Karen Walser
(Sign - Witness 1)

BY: Thomas A. Walker Jr.
(Sign)

Karen Walser
(Print - Witness 1)

THOMAS A. WALKER JR.
(Print)

Paula J. Matthes
(Sign - Witness 2)

VICE- President, Wingate Estates District
Association, Inc.

PAULA J. MATTHES
(Print - Witness 2)

Karen Walser
(Sign - Witness 1)

ATTEST: Lea-Anne Peach
(Sign)

Karen Walser
(Print - Witness 1)

Lea-Anne Peach
(Print)

Paula J. Matthes
(Sign - Witness 2)

Secretary, Wingate Estates District
Association, Inc.

PAULA J. MATTHES
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing was acknowledged before me this 8 day of October, 20012
by Thomas A Walker as President, and Lea-Anne Peach
as Secretary, of WINGATE ESTATES DISTRICT ASSOCIATION, INC., a Florida not for profit
corporation, on behalf of the corporation. They are personally known to me [] or have produced
as identification.

NOTARY PUBLIC

Jessica L. Baldwin
(sign)

Jessica L. Baldwin
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires:
01/26/2013



**AMENDMENT TO BYLAWS OF
WINGATE ESTATES DISTRICT ASSOCIATION, INC.**

The following amendment is made to Article II, Section 14, of the BYLAWS OF WINGATE ESTATES DISTRICT ASSOCIATION, INC., recorded in Official Records Book 4699, Page 3699, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~ and omitted but unaltered provisions are indicated by ellipses):

...

Article II

District Association:
Membership, Meeting, Quorum, Voting, Proxies

...

Section 14. Quorum. Except as otherwise provided in these Bylaws or in the District Declaration, the presence in person or by proxy of the members representing ~~thirty percent (30%)~~ twenty percent (20%) of the total votes in the District Association shall constitute a quorum at all meetings of the District Association. Any provision in the District Declaration concerning quorums is specifically incorporated herein.

...

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

----- The area above this line is for recording purposes only -----

**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR
WINGATE ESTATES RESIDENTIAL DISTRICT**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as ^{vice} President and Secretary of WINGATE ESTATES DISTRICT ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR WINGATE ESTATES RESIDENTIAL DISTRICT, recorded in Official Record Book 4699, Page 3640, *et. seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR WINGATE ESTATES RESIDENTIAL DISTRICT, 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 1 day of October, 20 12 (hereinafter the "Meeting")

Said Amendment was approved at the Meeting in accordance with the requirements of Article X of the Declaration, as amended, by the affirmative vote (in person or by proxy) of two-thirds of the total votes of the District Association. Proper notice was given for the Meeting pursuant to the Bylaws 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 WHEREOF, the Association has caused these presents to be executed in its name, this 8 day of October, 20 12.

Signed, sealed and delivered
in the presence of:

WINGATE ESTATES DISTRICT
ASSOCIATION, INC.

Karen Walser
(Sign - Witness 1)

Karen Walser
(Print - Witness 1)

Paula Matthes
(Sign - Witness 2)

PAULA J. MATTHES
(Print - Witness 2)

BY: Thomas A. Walker Jr.
(Sign)

THOMAS A. WALKER JR.
(Print)

VICE-President, Wingate Estates District
Association, Inc.

Karen Walser
(Sign - Witness 1)

Karen Walser
(Print - Witness 1)

Paula Matthes
(Sign - Witness 2)

PAULA J. MATTHES
(Print - Witness 2)

ATTEST: Lea-Anne Peach
(Sign)

Lea-Anne Peach
(Print)

Secretary, Wingate Estates District
Association, Inc.

STATE OF FLORIDA
COUNTY OF Brevard

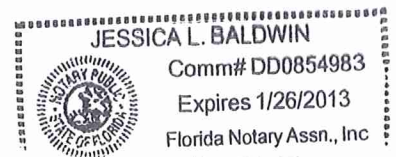
The foregoing was acknowledged before me this 8 day of October, 2012,
by Thomas A Walker as ^{VICE-}President, and Lea-Anne Peach, as
Secretary, of WINGATE ESTATES DISTRICT ASSOCIATION, INC., a Florida not for profit
corporation, on behalf of the corporation. They are personally known to me [] or have produced
as identification.

NOTARY PUBLIC

Jessica L. Baldwin
(sign)

Jessica L. Baldwin
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires: 01/26/2013



THE VIERA COMPANY, a Florida corporation and the Community Declarant under that certain First Amendment to and Restatement of Declaration of Covenants, Conditions, Easements, Reservations and Restrictions for Viera East Community, recorded in Official Records Book 3225, Page 4071, Public Records of Brevard County, Florida, as the same may have been amended, restated, supplemented or otherwise modified (the "Community Declaration"), hereby joins in the execution of the foregoing Certificate of Amendment for the purpose of consenting thereto as required by Article X of the Declaration (as defined therein) and by Article X of the Community Declaration.

Signed, sealed and delivered
in the presence of:

THE VIERA COMPANY
As ~~District Declarant~~ Community Declarant

Charlene R. Spangler
(Sign - Witness 1)

Charlene R. Spangler
(Print - Witness 1)

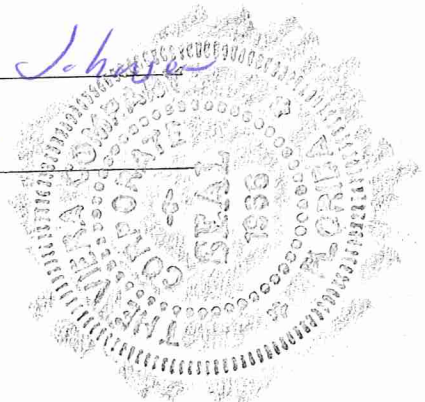
Barbara Carolus
(Sign - Witness 2)

BARBARA CAROLUS
(Print - Witness 2)

BY: [Signature]
(Sign)

Stephen Johnson
(Print)

Pres
(Title)



STATE OF FLORIDA
COUNTY OF Brevard

The foregoing was acknowledged before me this 15th day of October, ~~2002~~ 2012,
by Stephen L. Johnson as President, of THE
VIERA COMPANY, a Florida corporation, on behalf of the corporation. He /she is personally known to
me [X] or has produced _____ as
identification.

NOTARY PUBLIC

Charlene R. Spangler
(sign)

Charlene R. Spangler
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires:

CHARLENE R. SPANGLER
Notary Public, State of Florida
My Commission Expires May 27, 2015
Commission No. EE 84836

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
RESERVATIONS AND RESTRICTIONS FOR WINGATE ESTATES RESIDENTIAL
DISTRICT**

The following amendments are made to Article V, Sections 7 and 10, and Article X of the DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, RESERVATIONS AND RESTRICTIONS FOR WINGATE ESTATES RESIDENTIAL DISTRICT, recorded in Official Records Book 4699, Page 3640, *et. seq.*, of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~strike through~~ and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE V

Use Restrictions

...

Section 7. Parking and Garages. Owners and their guests or invitees shall park only in their garages or in the driveways serving their Units or Unplatted Parcels, or permitted spaces, or designated areas on Common Area as may be directed by the District Association, in which parking may or may not be assigned, subject to such reasonable rules and regulations as the Board of Directors may adopt. Owners and their guests or invitees shall not park ~~in the streets, or on~~ yards, medians or Common Areas (unless the District Association designates such Common Area for parking) or over sidewalks. All commercial vehicles, recreational vehicles, buses, trucks, pick-up trucks (other than unmodified stock pick-up trucks and so-called sport utility vehicles intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), vans (other than mini-vans and full-sized vans intended for personal or family use, provided no commercial signage, lettering or logo is displayed on the exterior of the vehicles or is otherwise visible from the exterior of the vehicles), tractors, mobile homes, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the District Association. Storage of any of the foregoing in the yard of a Unit or Unplatted Parcel shall not be permitted unless otherwise permitted by the District Association. Each Unit shall have a two car garage or if permitted by the ARC and the District Association, a similar space for permanent parking of two cars. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is less than the number of automobiles that could have reasonably been parked in the garage as originally constructed. Garage doors shall be closed except when reasonably necessary for use of garage. (This section shall not apply to construction or similar vehicles or construction trailers which may be parked on an Unplatted Parcel or a Unit, but only during such reasonable period of time within which construction of improvements thereon is occurring.)

...

Section 10. Antennas; Satellite Dishes. ~~No exterior television or radio antennas, aerials or satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the District Property, including any Unit or Unplatted Parcel unless it is installed in accordance with the policy statement approved and issued by the ARC as the same may be amended from time to time. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Units, or from adjacent streets or Common Area. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others.~~

- a. Definitions. The following definitions apply to this Article V, Section 10, of the District Declaration:
1. "Antenna": any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
 2. "Covered Antenna": an Antenna covered by the FCC's Over-the-Air Reception Devices (OTARD) Rule.
 3. Intentionally Left Blank.
 4. "Exclusive Use Area": area (and airspace) in which the Resident has a direct or indirect ownership or leasehold interest and which is designated for the exclusive use of the Resident. However, such designation shall not be required to exist within the Declaration, Articles or Bylaws, and may be implied and/or implicit in the ownership or leasehold of a Lot or Unit.
 5. "Individual Antenna": Antenna installed by one Resident for reception by that Resident.
 6. "Mast": Structure to which an Antenna is attached that raises the Antenna height to enable the Antenna to receive acceptable-quality signals.
 7. "Resident": any person or entity who has a direct or indirect ownership or leasehold interest in a Lot or Unit, regardless of whether such person or entity actually lives or dwells on the Unit or the District Property; the term Resident shall also include the occupant of any Unit.
 8. "Transmission-Only Antenna": An Antenna that has limited transmission capability and is designed for the Resident to select or use video programming.
 9. "Television Broadcast Covered Antennas": Antennas designed to receive broadcast signals.
- b. Antenna Size and Type. Subject to criteria detailed elsewhere herein, the following are Covered Antennas and may be installed:

1. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter may be installed. DBS antennas larger than 39.4 inches (1 meter) are prohibited.
2. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter. MDS antennas larger than 39.4 inches (1 meter) are prohibited.
3. Television Broadcast Covered Antennas regardless of size.
4. Transmission-Only Antennas that are necessary for the use of Covered Antennas.
5. Masts that are required for the installation of Covered Antennas. All Antennas not listed in items 1 through 5 immediately above (including amateur or ham radio antennas) not covered by the FCC's Over-the-Air Reception Devices Rule as amended are prohibited.

c. General Rules.

1. Residents are permitted to install Covered Antennas only according to the following rules, provided that these rules do not unreasonably delay Covered Antenna installation, maintenance, or use, or preclude reception of acceptable-quality signals from Covered Antennas.
2. Location.
 - (i) Covered Antennas are permitted to be installed solely on Units or Exclusive Use Areas.
 - (ii) If Television Broadcast Covered Antennas are to be installed, then they must be installed inside the Dwelling located on a Unit wherever possible.
 - (iii) Covered Antennas shall not encroach upon any Common Area, any Unit or Exclusive Use Area of another Resident, Common Area airspace, or the airspace of a Unit or Exclusive Use Area of another Resident.
 - (iv) Covered Antennas shall be located in a place shielded from view from Dwellings located on other Units, from streets, from Common Area, or from outside the District Property to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible location. This section does not permit installation on Common Area, even if an acceptable-quality signal cannot be received from a Unit or Exclusive Use Area.
 - (v) If an installation cannot comply with the previous section because the installation would unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the Resident must ensure that the installation location is as close to a conforming location as possible. The District Association may

request an explanation of why the nonconforming location is necessary.

3. Installation.

- (i) Covered Antennas shall be neither larger nor installed higher than is necessary for reception of an acceptable-quality signal.
- (ii) All installations shall be completed so that they do not materially damage any District Property or void any warranties of the District Association, other Residents, or in any way impair the integrity of any Dwelling or building on the District Property. Material damage shall be deemed to include any interference with radio or television reception for the District Association or other Residents.
- (iii) A Resident is not required to hire a professional antenna installer. However, any installer other than the Resident shall employ qualified personnel to install the Covered Antenna and shall provide the District Association with an insurance certificate listing the District Association as a named insured prior to installation. Insurance shall meet the following minimum limits. Contractor's general liability (including completed operations): \$1 million. The purpose of this regulation is to ensure that Covered Antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Residents and personnel.
- (iv) Covered Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the Covered Antennas, or cause property damage, including damage from wind velocity.
- (v) Residents are liable for any personal injury or damage occurring to Common Area, another Resident's Unit or Exclusive Use Areas arising from installation, maintenance, or use of a Covered Antenna, and shall:
 - (a) pay the repair cost for damages to the Common Area, another Resident's Unit or Exclusive Use Areas and any other property damaged by Covered Antenna installation, maintenance, or use;
 - (b) pay the medical expenses incurred by persons injured by Covered Antenna installation, maintenance and/or use; and
 - (c) reimburse Residents or the District Association for damages caused by Covered Antenna installation, maintenance and/or use.

- (vi) A Resident installing a Covered Antenna shall indemnify the District Association against injury or loss caused by the Covered Antenna.

4. Maintenance

- (i) Residents shall not permit their Covered Antennas to fall into disrepair or to become a safety hazard. Residents shall be responsible for the maintenance, repair, and replacement of their Covered Antenna and the correction of any safety hazard caused by their Covered Antenna within thirty days after notification of the need for repair.
- (ii) If Covered Antennas detach, the Residents thereof shall remove the Antennas or repair such detachment within seventy-two hours of the detachment. If the detachment threatens safety, the District Association may remove Covered Antennas at the expense of the Resident.
- (iii) Residents shall be responsible for their Covered Antenna's maintenance and shall not permit the exterior surfaces of their Covered Antennas to deteriorate.
- (iv) If the Resident fails to maintain or does not correct a safety hazard within thirty days after notification, the District Association may enter onto the Unit where the Covered Antenna is located to make repairs. Any repair expense will be charged to and paid by the Resident of the Unit where the Covered Antenna is located.

5. Covered Antenna Camouflaging

- (i) Covered Antennas shall be neutral in color or painted to match the color of the structure (e.g., wall, railing, Dwelling, etc.) on which they are installed.
- (ii) Covered Antennas installed on the ground and visible from the street or other Unit or Exclusive Use Areas must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the District Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the District Association has the option to pay for additional camouflaging.
- (iii) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

- d. Safety. Because the District Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe

Covered Antenna installation, Residents must comply with the following safety guidelines: Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions; if a Resident must obtain a permit in compliance with a valid safety law or ordinance, then the Resident shall provide a copy of that permit to the District Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

- e. Number of Covered Antennas. No more than one Covered Antenna providing the same service from the same provider may be installed by a Resident on a Unit.
- f. Intentionally Left Blank.
- g. Mast Installation.
 - 1. A Mast's height may be no higher than absolutely necessary to receive acceptable-quality signals.
 - 2. Masts extending 12 feet or less beyond the roofline may be installed on Units or Exclusive Use Area Property, subject to the regular notification process (see below). Masts that extend more than 12 feet above the roofline or are installed nearer to the lot line than the total height of the Mast and Covered Antenna above the roof must be pre-approved due to safety concerns posed by wind loads and the risk of falling Covered Antennas and Masts. Any application for a Mast higher than 12 feet must include a description of the Covered Antenna and the Mast, the location of Mast and Covered Antenna installation, a description of the means and method of installation, including any manufacturer specifications, and an explanation of the necessity for a Mast higher than 12 feet. If this installation will pose a safety hazard to persons, then the District Association may prohibit such installation. The notice of rejection shall specify these safety risks.
 - 3. Since Masts extending more than 12 feet above the roofline pose risks of personal injury and damage to Common Area and other Units or Exclusive use Areas, these Masts shall be installed by an insured Covered Antenna installer to ensure proper and secure installation.
 - 4. Masts must be painted to match the color of the Dwelling on the Unit where the Covered Antenna is located.
 - 5. Masts shall not be installed nearer to electric power lines than a distance equal to the total height of the Mast and Covered Antenna above the roof. The purpose of this regulation is to avoid damage to electric power lines if the Mast should fall in a storm.
 - 6. Masts shall not encroach upon Common Area or another Unit or Exclusive Use Areas.

7. To prevent personal injury and property damage, Masts must be installed to safely withstand environmental conditions (e.g., winds from storms, hurricanes, etc.).
- h. Covered Antenna Removal. Covered Antenna removal requires restoration of the installation location and any other affected locations, if any, to their original condition. Residents of the Unit where the Covered Antenna was located shall be responsible for all costs relating to restoration of these areas.
- i. Intentionally Left Blank.
- j. Notification Process.
 1. Any Resident desiring to install a Covered Antenna must complete a notification form and submit it to the ARC, care of the District Association office. The installation may then begin immediately. The purpose of the notification process is to allow the District Association to provide Covered Antenna installation rules and other information to Residents, to know if a person other than the Resident will be entering the District Property for Covered Antenna installation, and to determine whether the installation could pose a safety hazard. However, nothing herein shall impose a duty on the District Association to oversee installation or preclude any danger or safety hazard.
 2. The District Association may hire an independent contractor to determine whether an installation in a non-conforming location is necessary. If the independent contractor finds that installation in a conforming location is possible, then the Resident will be required to relocate the Covered Antenna to a conforming location.
- k. Installation by Tenants. These rules shall apply in all respects to all Residents, whether Owners or tenants.
- l. Enforcement.
 1. If these rules are violated, the District Association, after providing the Resident with notice and opportunity to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the District Association rules are enforceable, the District Association may proceed with a lawsuit in a court of competent jurisdiction to obtain:
 - (i) a declaratory statement by the court with respect to this matter;
 - (ii) an injunction compelling the removal of the antenna;

- (iii) an award of attorney fees and costs arising from this matter, whether arising during pre-litigation following the FCC validation, litigation or appeal; or
- (iv) such other relief as the District Association and the court deem appropriate.

...

ARTICLE X

Amendment

During the Class B Control Period, subject to approval of the U.S. Department of Housing and Urban Development and the Veterans Administration, the District Declarant reserves the right to amend this District Declaration unilaterally at any time, without prior notice and without the consent of any Person, for any purpose including, without limitation, withdrawal of certain portions of the District Property then owned by District Declarant or its affiliates from the provisions of this Declaration or a change in the uses permitted for the District Property under this District Declaration, by recordation of an amendment in the public records of Brevard County, Florida. Any such amendment by the District Declarant shall be consistent with the general development plan for the District Property set forth in this District Declaration, and with the Development Order of the Properties issued by Brevard County, Florida. Covenants and restrictions consistent with the general plan of development may include, without limitation, requirements for insurance and repair of the Common Area and Units or Unplatted Parcels, rights and obligations in respect to condemnation, rights and obligations of the District Association, including the right to promulgate rules and regulations (including without limitation liens), and providing enforcement powers, and reservation of additional easements over the District Property. This District Declaration may be amended by a majority of the Board of Directors adopting a resolution setting forth the proposed amendment, if such proposed amendment is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of two-thirds a majority (e.g., 50% plus one vote, such that the number of votes or consents in favor outnumber the remainder of voting interests of the membership) of the total votes of the District Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment of the District Declaration shall be recorded in the Public Records of Brevard County, Florida. Notwithstanding the foregoing, any such amendment shall require the prior written approval of the Community Declarant. Notwithstanding anything to the contrary set forth herein, the District Declarant may unilaterally amend this District Declaration at any time pursuant to Article VI or to include any provisions which may be required by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veterans Administration, the Department of Housing and Urban Development, or any other federal, state or local governmental entity, agency, or authority.

...