

This Instrument was prepared by the
Mission Lake Villas Homeowners Association
Document Review Committee

RETURN TO: MLVHOA
P.O. Box 410318
Melbourne, FL 3294
ATTN: DRC

**SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE MISSION LAKE VILLAS HOMEOWNERS ASSOCIATION**

THIS SIXTH AMENDMENT TO MISSION LAKE VILLAS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made on this 17TH day of MAY 2005, by the Mission Lake Villas Homeowners Association, Inc., a Florida Corporation not for profit, pursuant to the provisions of Article 1, paragraph 3, Amendments to the Mission Lake Villas Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 3197, Pages 1418-1435, Public Records of Brevard County. The sixth amendment follows:

Article I, Paragraph 1. Definitions Add Subsection G. as follows:

G. Renter/s shall mean any occupant of a residence who pays rent to reside in the residence and is not a legal relative of the record owner/s.

Article VII, Paragraph 14. Rentals shall be deleted in its entirety and replaced by the following:

Article VII, Paragraph 14. Rentals

A. Restrictions

1. Purchasers shall not rent a residence during the first year of ownership.
2. Owners/ Legally Appointed Representatives shall not rent a residence for intervals of less than one year.
3. The Association objective is that Owners/Representatives shall not rent a residence for an aggregate interval greater than three years during the tenure of ownership/Representation.
4. The Association objective is that no more than six homes are to be rented in Mission Lake Villas at any point in time.
5. To insure availability of sufficient funds to maintain the residence in accordance with the covenants of the Suntree Master Homeowners Association and the covenants of the Mission Lake Villas Homeowners Association during emergency situations such as hurricanes, the Owners/ Legal Representatives of each prospective rental residence will supply to the Association, and maintain current, prior to renters occupying each rental residence, a refundable emergency maintenance deposit. The deposit is to be held in Association reserves to cover emergency maintenance expenses not covered by Association monthly maintenance assessments or special assessments. Residual amounts of each emergency maintenance deposit will be refunded when each residence is no longer rented. During 2005, the deposit will be \$600.00, US currency. The Board of Directors, at its discretion, may adjust the amount of the required deposit for any subsequent calendar year.

Scott Ellis

Clerk Of Courts, Brevard County

CFN 2005291253 08-16-2005 09:38 am
5517 / 3016

#Pgs: 5 #Names: 2
Trust: 3.00 Rec: 41.00 Serv: 0.00
Dead: 0.00 Excise: 0.00

6. It is the responsibility of Owners/Representatives to notify the Association Board of Directors, in writing, of any intent to rent a residence. The Board of Directors will assess the then current status of rentals in accordance with the **Restriction** and **Exceptions to Restrictions** specified herein and, within two weeks of receiving notification, grant or deny authorization to rent.

7. Owners/Legally Appointed Representative/s (Representative/s) will insure that no rented residence is sub-leased, either wholly or partially, and will supply to the Association, prior to the residence being occupied by renters, the following:

- a. A copy of the rental agreement that specifies the interval of the agreement,
- b. Name and mailing address of the Owners or Legal Representatives,
- c. Names of all prospective occupants and mailing addresses,
- d. Names, addresses and phone numbers of property management or property maintenance firms contracted by the Legal representatives or Owners.

B. Exceptions to Restrictions

1. A residence may be rented in excess of the maximum six rental homes objective, with the limitations specified in **a** or **b**, following:

a. Heirs who take title to a property and choose not to occupy the residence may rent an inherited home for an aggregate time interval not to exceed three years three months, inclusive of intervals the residence is unoccupied. Legal Representatives of an estate, who are not Owners, may rent a residence for an aggregate time interval not to exceed two years three months, inclusive of intervals the residence is unoccupied.

b. Resident owners, whose current employer, as a condition of employment, requires that an owner relocate outside Brevard County, Florida for a specified temporary interval, will have no restrictions on the maximum duration of renting of the owner's residence during the interval of temporary relocation. The Association Board of Directors must be given written notification, by the owner, of any extensions of the specified temporary relocation or changes in employment. For activated reserve military deployments, the current employer will be deemed to be the United States Government and the interval of deployment will be assumed unspecified.

2. The Board of Directors may authorize rentals beyond the objective three years aggregate interval for a residence, with the following provisions:

a. If the number of rented residences is four or less, Owners/Representatives of a rented residence may petition the Association Board of Directors, in writing, for an extension of the interval. The Board of Directors, within two weeks of receiving the petition, may grant an extension of an interval or, with cause, deny the petition. When considering an interval extension, the criteria to be used by the Board of Directors are as follows:

- If four residences are rented, the Board of Directors may grant a one year extension.
- If three residences are rented, the Board of Directors may grant a one or two year extension.
- If two, or fewer, residences are rented, the Board of Directors may grant a one, two or three year extension.

3. If the six rentals maximum objective is reached, or exceeded due to the action of Heirs, Legal Representatives or owners temporarily relocated by employers, requests to rent that fail to meet the provisions specified in Exceptions to Restrictions, herein, will not be allowed until the total number of rented residences is reduced to five or less.

C. Compliance Enforcement Procedure and Fines

1. If the Board of Directors, by majority vote, deems Owners or Legally Appointed Representatives not in compliance with the Covenants, Conditions and Restrictions of Mission Lake Villas related to renting, the Board of Directors will proceed as follows:

a. The Board of Directors will appoint a Compliance Committee of at least three members of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. The duties of the Compliance Committee will be to assess the validity of the alleged covenant violation/s.

b. The Board will acquaint the Compliance Committee with the alleged violation/s.

c. If the Compliance Committee, by majority votes, elects to continue the procedure, the Board of Directors will direct the Compliance Committee to prepare notification, for the Owners/ Legal Representatives, of the alleged violation/s. The notification is to be mailed, certified with return receipt, to the last known address of the Owners/Legal Representatives and is to include the following:

(1). A description of the specific alleged violation/s,

(2). Apprise the Owners/Legal Representatives of the right of the Owners/Legal Representatives to a hearing before the Compliance Committee to be held within fourteen days of the date the notification is mailed. The purpose of the hearing will be to seek resolution of the alleged violation/s.

(3). Apprise the Owners/Legal Representatives that, if the Compliance Committee determines a violation has occurred or violations have occurred, a fine of \$100 will be assessed for each day for each violation that continues fourteen days beyond the date of the notification. The fine for each violation is not to exceed \$1000 in the aggregate for each violation. If the Owners/Legal Representatives do not reside in Brevard County Florida, the Compliance Committee may grant an extension, not to exceed forty five days inclusive of the fourteen days allowed for the hearing to occur, to achieve compliance. The Compliance Committee may elect to hold the hearing by mail or other means in such circumstances and, if compliance is not achieved, the start date of the fine/s, retroactively, is to be the fifteenth day following the date of notification.

d. If the Compliance Committee, by majority vote at any time during its tenure, determines a Violation has not occurred or that compliance has been achieved, no further action is to be taken by the Board of Directors.

e. If the Compliance Committee, by majority vote, determines violation/s has/have occurred and Compliance has not been achieved within the time allotted, the Board of Directors will refer the matter to the Association Attorney. However, since compliance is the objective, if extenuating circumstances prevented timely achievement of compliance or a documented effort to achieve compliance has been demonstrated by the Owner/s or Legal Representatives, the Board of Directors, at its discretion, may grant additional extensions to achieve compliance. (Examples of extenuating circumstances are death, serious illness, extended intervals of extreme weather, military deployment where duty or remoteness of location prevent timely communications and unforeseen situations that prevent timely achievement of compliance.)

2. The Board of Directors and the Compliance Committee are to maintain formal documentation of all matters related to the alleged violation/s in a separate dossier. These are to include copies of the minutes of Board of Directors Meetings wherein each alleged violation is addressed, copies of all correspondence among the Board of Directors, the Owners/Legal Representatives and the Compliance Committee and all correspondence between the Association and the Association Attorney related to the matter. All official legal documents related to the matter are also to be included in the dossier.

The foregoing Amendment was adopted by the members of the Association at a special meeting called for the purpose on the 17TH day of MAY, 2005.

IN WITNESS WHEREOF, the undersigned officers of the corporation have executed this sixth amendment to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS on this 17TH day of MAY, 2005.

Steve Adams
(President MLV)

Lytle Gray
(Vice President MLV)

Eric Gordon
(Vice President MLV)

Rosanne Hayduky
(Treasurer MLV)

Helen Zemanian
(Secretary MLV)

Certification

I, the undersigned, do hereby certify:

That I am a duly elected officer of:
Mission Lake Villas Homeowners Association, Inc.,
A Florida Corporation, and

That the foregoing **Sixth Amendment to Declaration of Covenants, Conditions and Restrictions** was adopted by the members of the Association at a special meeting held on the 17TH day of MAY, 2005 for the announced purpose of considering the amendment.

Roseanne Hadusky
Roseanne Hadusky, Treasurer,
Mission Lake Villas Homeowners Association

STATE OF FLORIDA)
) SS
COUNTY OF BREVARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Roseanne Hadusky, to me personally known or who has produced Roseanne Hadusky as identification, and who did take an oath to be the person described in and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid, this 8th ~~17th~~ day of May ~~June~~, 2005.

My Commission Expires: MAY 2009

Maxine Mervine
Notary Public Signature

maxine mervine
Print Notary Public Name

