

PREPARED BY:

Travis A. Smith, Secretary
Village Woods of La Cita Homeowners Association, Inc.
597 Haverty Court, Suite 110
Rockledge FL 32955

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR THE PLAT OF VILLAGE
WOODS OF LA CITA**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for the Plat of Village Woods of La Cita (the "Restrictions") are recorded in Official Record Book 3175, page 2702, Public Records of Brevard County, Florida.

WHEREAS, Village Woods of La Cita, Homeowners Association Inc. (a corporation not for profit under the laws of the State of Florida), the Association in the above referenced Restrictions, desires to amend the Restrictions in accordance with the provisions of Article XI, General Provisions, Section 6 - Amendment of the Declaration of the Restrictions.

NOW, THEREFORE, the Association hereby declares that the Declaration of Covenants, Conditions and Restrictions for the plat Village Woods of La Cita as recorded in Official Records Book 3175, page 2702, Public Records of Brevard County, Florida, are hereby amended as follows (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses ...):

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ARTICLE VIII ARCHITECTURAL CONTROL

Section 1. An Architectural Control Committee (ARB has been established) The Master Association, referred to as Homeowners of La Cita Inc, has established a Master Architectural Review Board (ARB) for review and approval of proposed structures within the subdivision. No building, fence, wall, awning or other structure shall be commenced, erected or maintained nor shall any exterior addition to or change, alteration or interior modification which would change the exterior appearance of any lot be made until plans and specifications showing the nature, kind, shape, height, color, materials and locations of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structure and typography by the ARB. In the event the ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with.

Section 2. These architectural controls do not restrict interior modifications of a structure that are not visible from the parcel's frontage or an adjacent parcel or an adjacent common area. ARB review and approval is not required for plans and specifications for a central air-conditioning, refrigeration, heating, or ventilating system if such system is not visible from the parcel's frontage, an adjacent parcel, or an adjacent common area and is substantially similar to a system that is approved or recommended by the association or a committee thereof.

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ARTICLE IX RENTED UNITS

Notwithstanding any other covenant contained in this Declaration, the Association's Articles of Incorporation or the Association's By-Laws and to the extent permitted by law, in the event Units are rented, the following provisions shall apply:

(a) The Owner of the rented Unit and not the tenants thereof shall be the "owner for the purposes of assessment and voting.

(b) This Declaration of Covenants, Conditions and Restrictions shall be binding on all tenants. Unit owners shall have the responsibility to require of its tenant's full compliance with the provisions hereof.

(c) No Unit Owner shall lease his, her and/or its Unit until such Unit Owner has owned the Unit for a period of two (2) years. For purposes of this paragraph, a change of ownership does not occur when a parcel owner conveys the parcel to an affiliated entity, when beneficial ownership of the parcel does not change, or when an heir becomes the parcel owner.

(d) No lease of a Unit shall be for less than a period of six (6) months duration.

(e) No more than 15 Units within Village Woods of La Cita may be rented Units.

(f) Unit owners must submit a Village Woods of La Cita HOA Notice of Intent to Lease form to the Secretary of the Board prior to tenant move in.

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ARTICLE XI GENERAL COVENANTS AND RESTRICTIONS

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Section 6. Certain Vehicles Prohibited. No house-trailers, mobile homes, motor homes, boats or trailers or similar vehicles, and commercial motor vehicles as defined in Florida Statute 320.01 shall be parked where visible from the parcel's frontage or an adjacent parcel, or an adjacent common area. ~~but excluding vans and pick-up trucks not used for commercial purpose, shall be parked on any of the lots except as may be subsequently allowed in areas zoned specifically for that use.~~ No lots shall be used as a junk yard or an auto graveyard. No trucks, larger than a standard pick-up truck shall be permitted to park in the subdivision for a period of more than four hours unless same is present for the purpose of an actual active continuous construction or repair of buildings or other improvements. This restriction does not prevent a property owner or a tenant, a guest, or an invitee of the property owner from parking his or her work vehicle, which is not a commercial motor vehicle as defined in Florida Statute 320.01(25), in the property owner's driveway.

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ARTICLE XII GENERAL PROVISIONS

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Section 6. Amendment. The Declarant, its successors, assignees, or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter, or change these covenants and restrictions, and use restrictions, without the approval of the Association, by filing an amendment thereto upon the public records of Brevard County, Florida, otherwise these restrictions may be amended by a majority of the Unit Owners at a meeting of the members at which a quorum has been attained (e.g., once a quorum of Unit Owners attending in person or by limited proxy has been obtained, at an annual or special meeting of the members of the Association, a majority of those Unit Owners attending the meeting in person or by limited proxy may amend the restrictions). ~~a two-thirds (2/3) majority vote of the Association.~~ Prior to any such amendment becoming effective, it must be approved by the City Council of the City of Titusville and such approval recorded on the Public Records of Brevard County, Florida.

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Except as set forth above, the Restrictions are hereby ratified and confirmed in their entirety.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 27th day of September, 2024.

Signed, sealed, and delivered in the presence of:

WITNESS 1:

Tarun Gupta
(Sign)
TARUN GUPTA
(Print)
3206 S. HOPKINS AVE.
(Post Office Address)
Titusville, FL 32780
(City/State/Zip)

WITNESS 2:

James Heffernan
(Sign)
James Heffernan
(Print)
3206 S. Hopkins Ave.
(Post Office Address)
Titusville, FL 32780
(City/State/Zip)

VILLAGE WOODS OF LA CITA
HOMEOWNERS ASSOCIATION, INC.

PRESIDENT:

By: [Signature]
(Sign)
Nicholas Nonnemacher
(Print)
2660 Village Ln.
(Post Office Address)
Titusville, FL 32780
(City/State/Zip)

SECRETARY:

Attest: [Signature]
(Sign)
Travis A. Smith
(Print)
2590 La Cita Lane
(Post Office Address)
Titusville FL 32780
(City/State/Zip)

STATE OF FLORIDA

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of ☒ physical presence
or ☐ online notarization, this 27 day of SEPT., 2024, by Nicholas Nennemacher, as President of
VILLAGE WOODS OF LA CITA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation,
on behalf of the corporation, who is ☐ personally known to me or who has ☒ produced
FL, DRIVER LICENSE as identification.



TARUN GUPTA
Commission # HH 090631
Expires June 9, 2025
Bonded Thru Budget Notary Services

NOTARY PUBLIC

Tarun Gupta (Sign)TARUN GUPTA (Print)

State of Florida, At Large

My Commission Expires: 09 JUNE 2025