

PREPARED BY:
Travis A. Smith, Secretary
Village Woods of La Cita Homeowners Association, Inc.
5445 Murrell Road, Unit 102, #197
Viera, FL 32955

**THIRD 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 XII, 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 ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses ...):

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**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

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Section 3. Suspension of Voting Rights.

(a) Unit Owners and Projected Unit Owners more than 90 days delinquent on a nonpayment of any fee, fine, or other monetary obligation due to the association may have their voting rights suspended.

(b) A voting interest or consent right allocated to a Unit Owner and Projected Unit Owner which has been suspended by the association shall be subtracted from the total number of voting interests in the association, which shall be reduced by the number of suspended voting interests when calculating the total percentage or number of all voting interests available to take or approve any action, and the suspended voting interests shall not be considered for any purpose, including, but not limited to, the percentage or number of voting interests necessary to constitute a quorum, the percentage or number of voting interests required to conduct an election, or the percentage or number of voting interests required to approve an action.

(c) The suspension ends upon full payment of all obligations currently due or overdue to the association.

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**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

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Section 6. Notice and Quorum for Any Action Authorized under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members, in person or by proxy, or of proxies entitled to cast ~~sixty percent (60%)~~ thirty percent (30%) of all of the votes of each class of membership shall constitute a quorum. ~~If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.~~

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Section 11. Capital Assessment.

(a) Each Owner covenants and agrees to pay to the Association a capital assessment due at the time of conveyance or other transfer of title of a Lot from a Unit Owner to a subsequent Unit Owner. The capital assessment shall be due at the time of closing of the conveyance of the Lot or transfer of title to the Lot and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due.

(b) It shall be the obligation of the subsequent Unit Owner of the Lot (the transferee of the deed or other acquirer of title) to pay the capital assessment to the Association, and shall be secured by a lien on the Lot subject to all provisions in this Declaration regarding the collection of Assessments and foreclosure of Assessment liens.

(c) This capital assessment shall be effective for any transfer of title occurring on or after the date of recording of this amendment in the Public Records of Brevard County, Florida.

(d) The Board may waive the capital assessment in situations involving inter-familial transfers and for tax and estate planning reasons, including but not limited to, a Member's conveyance of a Lot to a trust.

(e) The capital assessment shall be an amount equal to half of the annual unit owner maintenance assessment (six months of unit owner assessments), for the then-current fiscal year (based on year of closing) per transaction or title transfer.

(f) This Section 11 shall apply to all transfers of title, except transfers where the Board has waived the fee for interfamilial transfers and transfers or acquisitions of title (including through foreclosure or deed in lieu of foreclosure) by a first mortgagee that acquires its title as the result of holding a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, or through foreclosure proceedings. However, any transferee from such parties must pay the capital assessment, as shall any party who acquires title at public auction or other than through direct foreclosure of a first mortgage or receipt of a deed in lieu of foreclosure of a mortgage held by that party.

Section 12. Reserve Fund.

(a) Reserve funds cover the replacement, repair, and maintenance of association physical property and are integral to the continued operation of the association.

(b) Association reserve funds may only be held in FDIC insured accounts or investments such as bank savings accounts, treasury bills, and certificates of deposits (CDs) in order to ensure capital preservation, avoid loss, and enable the conversion of reserve investments into cash as quickly as possible.

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**ARTICLE V
COVENANTS FOR MAINTENANCE**

In addition to covenants for maintenance assessments as provided hereinbefore, each Unit Owner and Projected Unit Owner shall keep all Lots owned by him, and all improvements therein or thereon, in good order and repair, including but not limited to, the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery, the pressure washing/cleaning of driveways/driveway aprons/sidewalks, the maintenance of irrigation systems, and the painting (or other appropriate external care) of all buildings, and other improvements as is consistent with good property management. ~~If in the opinion of the Board of Directors of the Association, any Owner fails to perform the duties imposed by the preceding sentence, the Association, after approval by two thirds (2/3) of the Board of Directors of the Association and after fifteen (15) days written notice to Unit Owner or projected Unit Owner, to remedy the condition in question, shall have the rights, through its agents and employees, to enter upon the Lot in question and to repair, maintain, repaint, and restore the Lot or such improvements and the cost thereof shall be assessed and become a binding, personal obligation of such Unit Owner or Projected Unity Owner as well as a lien (enforceable in the same manner as any other assessment as provided for herein) upon the Lot in Question. The lien as provided for herein shall be conditioned by Article IV, Section 9.~~

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**ARTICLE VI
STREETS AND SIDEWALKS**

Section 1. Private Streets. All streets within the Plat (Tract A) are private streets and have not been dedicated to the public use.

Section 2. Maintenance of Streets and Sidewalks. The maintenance and repair of all private roadways shall be the responsibility of the Association. The repair of uneven or damaged sidewalks caused by tree roots or settling/erosion shall be the responsibility of the Association. Unit Owners are responsible for clearing the grass growing in the sidewalks, trimming back plants/trees that block the sidewalks, and pressure washing/cleaning the sidewalks that run along the front and sides of their properties to ensure they remain safe and accessible for member use.

Section 3. Cost to be Included in Budget. The cost of the maintenance and repair of the private roadways and sidewalks shall be included in the annual budget and collected in accordance with the provision of Article IV herein.

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**ARTICLE XI
GENERAL COVENANTS AND RESTRICTIONS**

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Section 10. ~~On-Street Parking Prohibited. No parking is permitted in the travel section of any roadway or street.~~

(a) No parking is permitted in the travel section of any roadway or street. Vehicles are out of the "travel section of the street" when parked with wheels along the concrete curbing and not obstructing the normal flow of traffic.

(b) No parking on streets any time between the hours of 12:00 a.m. and 6:00 a.m.

(c) No vehicle parking of any kind is permitted on any grassy area or sidewalks.

(d) Vehicles parked illegally are subject to towing in accordance with Florida Statute 715.07, which defines "illegally parked" as any vehicle that is parked in a space that is not designated for its use, or that is parked in a way that blocks traffic or creates a hazard.

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Section 14. ~~Antennas and Satellite Dishes. All outdoor antennas, satellite dishes, including but not limited to television, radio and shortwave antennas, shall be prohibited. No television, radio, satellite, or other antenna or satellite system may be installed in Village Woods of La Cita, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Lots subject to compliance with the following requirements:~~

(a) Permitted Antennas: Homeowners may install Permitted Antennas on the Lot for the purpose of receiving audio and/or video programming and media reception and to receive telephone service or high-speed internet access. A Permitted Antenna is defined as:

(1) Small Satellite Dish Antennas (DBS Antennas): "Dish" style antennas that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, that are one meter (39.37") or less in diameter. Examples of this type of antenna are the eighteen (18) inch dish antennas that are aimed at a stationary satellite and receive signals directly from that satellite.

(2) Small "Wireless Cable" Antennas, (Wireless Cable Antennas): Antennas that are one meter or less in diameter and are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. Examples are wireless signal used to provide telephone service or high-speed Internet access to a fixed location.

- (3) Standard "Old Fashioned" Exterior TV Antennas, (TVBS Antennas): Antennas that are designed to receive television broadcast signals no matter their size.
- (b) Location of Antennas: The Permitted Antenna must be mounted to the outside of the house in the location that best minimizes its visibility from the street and from other homes. The Permitted Antenna should be mounted on the back of the house or otherwise placed to hide it from street view and should not extend above the crown of the roof, if possible. If an acceptable quality signal cannot be obtained from these locations, the Permitted Antenna should be located as unobtrusively as possible on the Lot. A Permitted Antenna shall not be placed on the Common Areas unless the same is installed by the Association for the use by all the Members.
- (c) Screening: Screening is required, and screening must be approved by the Association. Screening can include screening with shrubs or tree or painting the Permitted Antenna to blend with the home.
- (d) Safety Requirements: It shall be the obligation of the Homeowner to comply with all applicable local, state and federal safety requirements, including, but not limited to, obtaining a permit for the installation of the Permitted Antenna, if any is required, hiring licensed contractors with sufficient expertise, installing Permitted Antennas away from power lines and other potentially dangerous areas, installing and using Permitted Antennas in accordance with safety recommendations and requirements of the manufacturer, and in accordance with the customs and standards for the industry, including compliance with electrical code requirements to properly ground the Permitted Antenna and installation requirements to properly secure the Permitted Antennas. Homeowners shall be liable for any damage to the Common Area made necessary by their Permitted Antennas, and shall indemnify the Association for any loss or damage (including attorneys' fee and costs) to the Common Area.

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Section 16. Major Vehicle Repair Prohibited.

- (a) Except as further described below, no auto maintenance, repair, or alteration shall be performed on the Properties except within enclosed garages that are kept closed.
- (b) Unit Owners are permitted to perform routine repairs and maintenance, such as tune-ups or oil changes in their driveways. However, no inoperable or dismantled vehicles are allowed on any portion of a Lot other than within enclosed garages that are kept closed.

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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 15th day of November, 2025.

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)

**VILLAGE WOODS OF LA CITA
HOMEOWNERS ASSOCIATION, INC.**

PRESIDENT:
By: [Signature]
(Sign)
Nicholas Nonnemacher
2660 Village Lane
Titusville, FL 32780

WITNESS 2:

[Signature]
(Sign)
Evelyn Smith
(Print)
3206 S. Hopkins Ave.
(Post Office Address)
Titusville, FL 32780
(City/State/Zip)

SECRETARY:
Attest: [Signature]
(Sign)
Travis A. Smith
2590 La Cita Lane
Titusville FL, 32780

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 15th day of November, 2025, by Nicholas Nonnemacher, 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.

NOTARY PUBLIC

Tarun Gupta (Sign)

TARUN GUPTA (Print)



TARUN GUPTA
Commission # HH 638820
Expires June 9, 2029

State of Florida, At Large

My Commission Expires: 09 JUNE 2029