

This instrument prepared by
CURTIS R. MOSLEY, ESQ.
Mosley & Wallis, P.A.
1221 E. New Haven Avenue
Melbourne, Florida 32901

**TENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS,
LICENSES AND EASEMENT FOR ALAMANDA KEY**

THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS, RESERVATIONS, LICENSES AND EASEMENT FOR
ALAMANDA KEY is made this 30th day of January, 2012 by Alamanda Key, L.L.C.,
a Florida limited liability company ("Declarant").

WHEREAS, Declarant is the Developer of Alamanda Key; and

WHEREAS, the Declarant, pursuant to the authority reserved in Section 11.10 of the
Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easement of
Alamanda Key as recorded in Official Records Book 5423, Page 2393, Public Records of
Brevard County, Florida, as amended by First Amendment to Declaration recorded in Official
Records Book 5449, Page 2977, as amended by Second Amendment to Declaration recorded in
Official Records Book 5492, Page 8295, as amended by Third Amendment to Declaration
recorded in Official Records Book 5492, Page 8301, as amended by Fourth Amendment to
Declaration recorded in Official Records Book 5557, Page 4462, as amended by Fifth
Amendment to Declaration recorded in Official Records Book 5584, Page 7200, as amended by
Sixth Amendment to Declaration recorded in Official Records Book 5697, Page 6223, as
amended by Seventh Amendment to Declaration recorded in Official Records Book 5722, Page
7557, as amended by Certificate of Amendment to Declaration recorded in Official Records
Book 5817, Page 9081, as amendment by Eighth Amendment to Declaration recorded in Official
Records Book 5839, Page 2432, as amended by Corrected Eighth Amendment to Declaration
recorded in Official Records Book 5852, Page 5603, and as amended by Ninth Amendment to
Declaration recorded in Official Records Book 6041, Page 938, all of the Public Records of
Brevard County, Florida (the "Declaration"); and

WHEREAS, the Declaration pursuant to the authority reserved in Section 11.10(a) of the
Declaration hereby amends said Declaration above-described as follows:

1. Section 2.17, Lease Restriction, is hereby amended as follows:

2.17 Lease Restriction. In order to assure that the Association remains a
community of congenial residents and occupants and to protect the value of the Lots and
to further the continuous harmony of the community, the lease of Lots shall be subject to
the provisions of this Paragraph, which shall be covenants running with the land. A Lot
Owner, other than an institutional mortgagee who has received title to the Lot through
foreclosure or deed in lieu of foreclosure, intending to make a lease of the Lot, shall give
the Association a written notice of intention to lease at least thirty (30) days prior to the
effective date of the proposed lease, together with the name and address of the intended
lessee(s) and other intended occupants, and such other information (including but not
limited to credit reports and background investigations of prospective lessees) as the
Association may reasonably require, and ~~an executed~~ copy of the proposed written lease.
In addition, the written notice of intention to lease shall include a completely executed
application form supplied by the Association, together with a transfer fee of One Hundred
& 00/100 Dollars (\$100.00) for each adult occupant who is not part of one related family.
An Owner may lease his/her entire Lot only. Renting of rooms is prohibited. All rentals
shall be in accordance with the provisions of the Declaration. No lessee or other
occupant(s) shall occupy a Lot without receiving the prior written approval of the Board
of Directors of the Association or its designee as required by the Declaration or the
Amendments thereto. The giving of such executed notice of intention shall constitute a the
warranty and representation by of the Owner that the information submission provided in
the application and the notice is bona fide true and correct in all respects. The Board of
Directors may require the personal appearance of any proposed lessees and other
intended occupants as a condition of approval. Upon receipt by the Board of the

completely executed application, photo copies of picture identification of lessee(s) and occupant(s), written notice of intention to lease, executed copy of the proposed lease, transfer fee and personal appearances, if requested. The Board shall have thirty (30) days to approve or disapprove the proposed lease, failing which, the proposed lease shall be deemed approved. In the event, an Owner fails to provide the Board with the notice of intention to lease and the other required documents, the Board shall have the discretion to waive these requirements and may approve or disapprove the proposed lease, in its sole discretion. It shall be the sole responsibility of the Owners to ascertain the compliance of rental agents or other representatives of the Owners with the rental requirements set forth in the Declaration. The Owners, their rental agencies or other representatives must insure that each prospective lessee be given a copy of the rental restrictions set forth in the Declaration before the proposed lease is signed. If the Board requires an appearance of the prospective lessee(s) or occupant(s), the proposed lessee(s) and/or occupant(s) must bring the copy of the rental restrictions provided by the Owner or its representative to the appearance before the Board, otherwise the appearance will be cancelled. Subleasing of a Lot or any portion thereof, is strictly prohibited. A Lot shall not be leased for less than seven (7) consecutive months and may be leased no more than two (2) times in any twelve (12) consecutive months period. The Board of Directors may require, in its sole discretion, as a condition of leasing a Lot, that the Owner or lessee deposit into an escrow account maintained by the Association, a security deposit to protect against damages to the common elements or Association property, in an amount to be determined by the Board, which amount shall not exceed the maximum amount permitted by Florida law. No sale, transfer, lease or conveyance of a Lot shall be valid without the written approval of the Declarant (which may be withheld for any reason or no reason at all, in the Declarant's unfettered discretion) until turnover, after which approval by the Board shall be required. No verbal approval shall be effective as against the Declaration or the Association. No lease shall be approved or permitted for a term of less than one (1) year. This approval process shall, inter alia, be used to ensure and verify continuation of the community's status as "Housing for Older Persons". No Lot shall be leased, nor shall approval be given for the same, until and unless all assessments past and due are free of default, and unless the proposed resident or lessee can qualify pursuant to the provisions hereof. Failure of the Association to act within forty-five (45) days after a completed written application, together with all requested additional information, is submitted, shall be deemed to constitute approval. In the event of an attempted lease in contravention of the restrictions herein contained, the Association shall have the right to enforce these provisions by any and all remedies available at law and in equity. If a Unit Owner shall lease a Unit, the owner shall remain liable for the performance of all agreements and covenants in the Declaration, Rules, Articles and Bylaws, and shall be liable for the violations by a lessee of any and all provisions thereof. The Association shall further have the right to bring an action for eviction against any resident for violation of any provision thereof.

All other terms, conditions and provisions of the Declaration and exhibits thereto shall remain in full force and effect and unchanged except as set forth herein.

IN WITNESS WHEREOF, the above-stated Developer has caused these presents to be signed and sealed on this 30th day of January, 2012.


SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

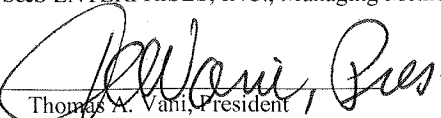
DEVELOPER:

ALAMANDA KEY, L.L.C.,
a Florida limited liability company


Print Name: SUZAN C. TIMMONS

BY: S&S ENTERPRISES, INC., Managing Member


Print Name: Laura M. Doherty

BY: 
Thomas A. Vani, President

STATE OF FLORIDA)
COUNTY OF BREVARD)

The foregoing instrument was acknowledged before me this 30th day of January, 2012, by **Thomas A. Vani** President of **S&S Enterprises, Inc., Managing Member of Alamanda Key, L.L.C., a Florida limited liability company**, on behalf of the company who is personally known to me or produced _____ as identification.



Kellie D. Kelly
NOTARY PUBLIC
My Commission Expires: