

Prepared by, record and return to:
Laura Moffett
S&S Enterprises, Inc.
400 High Point Dr, Suite 500
Cocoa, FL 32926

Scott Ellis
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 1.00
D-- 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

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

THIS THIRD AMENDMENT TO DECLARATION of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key is made this 30th day of June, 2005, by Alamanda Key, L.L.C., a Florida limited liability company, whose address is 400 High Point Drive, Suite 500, Cocoa, FL 32926.

WHEREAS, Alamanda Key, LLC, as the Owner and the Developer of Alamanda Key and as the Declarant, recorded the subdivision plat of Alamanda Key – Phase 1 in Plat Book 52, Page 83, Public Records of Brevard County, Florida (herein referred to as “Alamanda Key” or “Alamanda Key – Phase 1”); and

WHEREAS, the Declarant Alamanda Key, LLC on February 16, 2005, did also record the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key in Official Records Book 5423, Page 2393, Public Records of Brevard County, Florida (herein: the “Original Declaration”); and

WHEREAS, on April 8, 2005, the Declarant, Alamanda Key, LLC, did record Key in Official Records Book 5449, Page 2977, Public Records of Brevard County, Florida the **First Amendment** to the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda (herein: the “First Amendment”); and

WHEREAS, on June 28, 2005, the Declarant, Alamanda Key, LLC, did enter into the **Second Amendment** to the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key, which Second Amendment is recorded in Official Records Book 5492, Page 8295, Public Records of Brevard County, Florida (herein: the ~~“First Amendment”~~); and
second

WHEREAS, Alamanda Key, LLC, a Florida Limited Liability Company, is on the date hereof the sole owner in fee simple absolute of all lots, tracts and other parcels of land as depicted on the plat of Alamanda Key, LLC; and

WHEREAS, pursuant to Section 11.10, the Declarant has the absolute right to amend the Original Declaration as amended by the First and Second Amendments; and

WHEREAS, the Declarant executes this Third Amendment to the Declaration for the purpose of evidencing the following amendments and modifications of the Original Declaration, as amended by the First Amendment and Second Amendment; and

NOW, THEREFORE, the Declarant, as the fee simple owner of all real property depicted upon the plat of Alamanda Key – Phase 1 as recorded in Plat Book 52, Page 83, Public Records of Brevard County, Florida, does hereby declare that the foregoing Subdivision shall be held, sold, and conveyed subject to the followings covenants,

conditions, restrictions, easements, and reservations which are for the purpose of protecting the value and desirability of, and which will run with, the Subdivision and be binding on all parties having any right, title, or interest in the Subdivision or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

1. Article III, Section 3.6 (f) Exterior Building Materials, Finishes and Colors – First Sentence is deleted in its entirety and replaced with the following sentence:

All exterior building materials, finishes and colors must be approved in writing by the ARC and shall thereafter be maintained by the Owner and not altered by the Owner of any Residence unless approved by the ARC.

2. Article II, Section 2.18, which Section was added by the First Amendment to Declaration, is deleted in its entirety and replaced with the following language:

2.18 Resale by Owner. It is a condition of each conveyance by the Declarant that the Buyer intends to and will in fact own the Unit (or Residence, or lot) for a minimum term. Accordingly, in the event an Owner contracts to sell and/or resells the Unit (or residence, or lot), for any consideration, during the initial eighteen (18) months after the date of closing, the Owner shall pay to the Declarant a fee in the amount of six (6%) of the current gross selling price.

The Buyer may, at Declarant's sole discretion, be excused from the foregoing charge only in the event of: a) death of

the owner, or b) documented medical condition of the owner which makes continued ownership impossible.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to the Declaration to be duly executed as of the date and year set forth below.

WITNESSES:

Susan P. Trimmets
Kelley Kelly

ALAMANDA KEY, LLC
a Florida limited liability company
By S&S Enterprises, Inc.

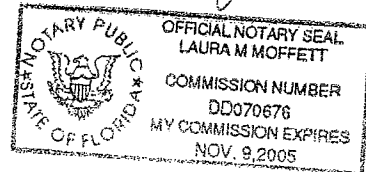
By: T. A. Vani
T. A. Vani, President

Date: 6/30/05, 2005

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 30th day of June, 2005, by T. A. Vani, as President of S&S Enterprises, Inc., the Manager of Alamanda Key, L.L.C., who is personally known to me or who produced _____ as identification.

Laura M. Moffett
Notary Public



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