

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

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

THIS SEVENTH AMENDMENT TO DECLARATION of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key is made this 2nd day of October, 2006, 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 and recorded the subdivision plat of Alamanda Key – Phase 2 in Plat Book 54, Page 20, Public Records of Brevard County, Florida; and

WHEREAS, the Declarant 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 “Declaration”); and

WHEREAS, on April 8, 2005, the Declarant, did record 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, 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 “Second Amendment”); and

WHEREAS, on June 30, 2005, the Declarant, did enter into the **Third Amendment** to the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key, which Third Amendment is recorded in Official Records Book 5492, Page 8301, Public Records of Brevard County, Florida (herein: the "Third Amendment"); and

WHEREAS, on October 25, 2005, the Declarant, did enter into the **Fourth Amendment** to the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key, which Fourth Amendment is recorded in Official Records Book 5557, Page 4462, Public Records of Brevard County, Florida (herein: the "Fourth Amendment"); and

WHEREAS, on October 31, 2005, the Declarant, did enter into the **Fifth Amendment** to the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key, which Fifth Amendment is recorded in Official Records Book 5584, Page 7200, Public Records of Brevard County, Florida (herein: the "Fifth Amendment"); and

WHEREAS, on October 31, 2005, the Declarant, did enter into the **Sixth Amendment** to the Declaration of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key, which Fifth Amendment is recorded in Official Records Book 5697, Page 6223, Public Records of Brevard County, Florida (herein: the "Sixth Amendment"); and

WHEREAS, Alamanda Key, LLC, a Florida Limited Liability Company, is the Declarant referenced in the Declaration; and

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

WHEREAS, the Declarant executes this Seventh Amendment to the Declaration for the purpose of evidencing the following amendments and modifications of the Original Declaration.

NOW, THEREFORE, the Declarant, pursuant to Section 11.10 of the Declaration executes this Seventh Amendment for the purpose of evidencing the following amendments and modifications of the Declaration, which shall be effective upon recording this Amendment:

Article II, Section 2.6, Maintenance, second sentence only, add the words "and the improvements thereon" so the second sentence now reads:

Except as otherwise provided herein, the Owner shall perform all maintenance necessary to keep the Lot **and the improvements thereon**, including the driveway, in a safe, clean, wholesome and attractive condition and nothing on any Lot shall be allowed to fall into disrepair or become unsafe or unsightly.

Article VII, Section 7.3, first sentence only, change December 31, 2006, to December 31, 2008, so the first sentence now reads:

Until the earlier of: a) transition, as defined in F.S. 720.307, or b) **December 31, 2009**, Declarant shall be excused from payment of assessments on Lots owned by Declarant, but shall be obligated to cover any shortfall of operating expenses which exceed assessments receivable from other Lot Owners.

If any language in this Seventh Amendment shall contradict the language contained in the Original Declaration or previous amendments thereto, then the language of this Seventh Amendment shall take precedent.

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:

Kellie Kell
Robert A. Patra

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

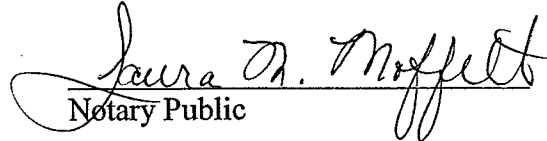
By:

T. A. Vani
T. A. Vani, President

DM

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 2nd day of October, 2006, 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.


Notary Public

