

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

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Courts, Brevard County
Pgs:2

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

THIS NINTH AMENDMENT TO DECLARATION of Covenants, Conditions, Restrictions, Reservations, Licenses and Easements for Alamanda Key ("Ninth Amendment") is made this 7th day of October, 2009, 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 Developer of Alamanda Key, 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 certain previous Amendments to that Declaration; and

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

WHEREAS, pursuant to Paragraph 11.10 of the Declaration, the Declarant has the absolute right to amend the Declaration.

NOW, THEREFORE, the Declarant, pursuant to Paragraph 11.10 of the Declaration executes this Ninth Amendment for the purpose of evidencing the following amendment and modification of the Declaration, which shall be effective upon recording this Ninth Amendment:

1. Paragraph 7.3, of the Declaration and Paragraph 1 of the Eight Amendment to Declaration are hereby **deleted in their entirety and replaced** with the following:

Until the earlier of: a) transition, as defined in F.S. 720.307, or b) **December 31, 2012**, 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 Ninth Amendment shall conflict with or contradict the language contained in the Original Declaration or any previous amendments thereto, then the language of this Ninth Amendment shall take precedent.

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

WITNESSES:

Kyrene D Kelly
Susan P. Francis

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

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

Notary Acknowledgment

State of Florida
County of Brevard

The foregoing instrument was acknowledged before me this 7th day of October, 2009, 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

