

THIS DOCUMENT PREPARED BY
AND RETURN TO:
NEAL MCCULLOH, ESQ.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751

_____ the space above this line is reserved for recording purposes _____

**CERTIFICATE OF AMENDMENT TO NINETH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND
EASEMENTS FOR JAMES LANDING**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of JAMES LANDING PROPERTY OWNERS ASSOCIATION, INC., a/k/a JAMES LANDING PROPERTY OWNERS' ASSOCIATION, INC. (hereinafter the "Association") pursuant to Florida Statute and the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING, recorded in Official Records Book 2965, Page 1361, *et. seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter the "Declaration"), hereby certify that the NINETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING, which is attached hereto and by reference made a part hereof (hereinafter the "Amendment") was duly adopted in accordance with the requirements set forth in the Declaration and the Florida Statutes.

Pursuant to Article XIII, Section 13.2 of the Declaration, as amended, said Amendment was approved by the affirmative vote of not less than fifty-one percent (51%) of the total voting power of the members of the Association.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration remain in full force and effect.

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IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 18th day of November, 2024.

Signed, sealed and delivered
in the presence of:

Gail M Meyer
(Sign - Witness 1)

Gail M Meyer
(Print - Witness 1)

2996 Sebastian Ln
(Address)

Melbourne FL 32935
(City, State and Zip Code)

Karen L. Parish
(Sign - Witness 2)

KAREN L. PARISH
(Print - Witness 2)

2996 Sebastian Lane
(Address)

Melbourne FL 32935
(City, State and Zip Code)

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of November, 2024, by Dee Anna Dexter Wright, as President, of James Landing Property Owners Association, Inc., a/k/a James Landing Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the Association. He/She is personally known to me or has produced as identification

(Seal)



JAMES LANDING PROPERTY OWNERS
ASSOCIATION, INC., a/k/a JAMES LANDING
PROPERTY OWNERS' ASSOCIATION, INC.

By: Dee Anna Dexter Wright
(Sign)
Dee Anna Dexter-Wright
(Print)

President, James Landing Property Owners
Association, Inc., a/k/a James Landing Property
Owners' Association, Inc.

Signature

Printed Name

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 10th day of November, 2024.

Signed, sealed and delivered
in the presence of:

JAMES LANDING PROPERTY OWNERS
ASSOCIATION, INC., a/k/a JAMES LANDING
PROPERTY OWNERS' ASSOCIATION, INC.

Gail M Meyer
(Sign - Witness 1)

Attest: Bobbi Milla
(Sign)

Gail M Meyer
(Print - Witness 1)

Bobbi Milla
(Print)

2996 Sebastian Ln
(Address)

Secretary, James Landing Property
Owners Association, Inc., a/k/a James Landing
Property Owners' Association, Inc.

Melbourne FL 32935
(City, State and Zip Code)

Karen L. Parish
(Sign - Witness 2)

KAREN L PARISH
(Print - Witness 2)

2976 Sebastian Lane
(Address)

Melbourne FL 32935
(City, State and Zip Code)

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10th day of November, 2024, by Bobbi Milla, as Secretary, of James Landing Property Owners Association, Inc., a/k/a James Landing Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of the Association. He/She is personally known to me or has produced as identification.

(Seal)



Signature

Printed Name

**NINETH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING**

The following amendment is made to the **DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND EASEMENTS FOR JAMES LANDING**, recorded in Official Records Book 2965, Page 1361, *et. seq.*, of the Public Records of Brevard County, Florida, as amended (hereinafter referred to as the "Declaration"), which amendment includes amending Article IV by modifying Section 4.19 and adding Section 4.20 (Additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

**ARTICLE IV
PERMITTED USES**

...

4.19 **Swimming Pools:** No above ground swimming pools shall be placed or permitted to remain on the Subject Property or any part thereof, provided, however, that nothing in this Declaration shall be deemed to prevent Developer, or any Owner of Single Family Parcel A, Parcel B or Parcel C (referred to herein collectively as the "Single Family Parcels") and individually as a "Single Family Parcel"), or any successor or assign of any of them, from installing a below ground swimming pool on any portion of any Single Family Parcel. In addition to the foregoing, the Owner of any Lot upon which a below round swimming pool is located shall be obligated at all times to maintain such swimming pool in a safe and clean manner in accordance with Section 4.13 and Article IV of this Declaration.

~~No uses other than the foregoing shall be permitted except with the express prior written consent and approval of the Developer.~~

4.20 **Leasing.** Except as otherwise provided herein or as otherwise provided by law:

(a) no Owner shall lease his or her Dwelling Unit until such Owner has owned the Dwelling Unit for a period of two (2) years. Notwithstanding anything to the contrary, this particular lease restriction shall not apply to:

- i. current United States military personnel specifically including the United States Army, Navy, Air Force, Marine Corps., Space Force, and Coast Guard, and
- ii. beneficiaries who are bequeathed and/or inherit title to a Dwelling Unit following the death of the then Owner.

(b) no lease of a Dwelling Unit shall be for less than a period of one (1) year duration;

(c) each Owner is prohibited from leasing his or her Dwelling Unit more than one (1) time within any one (1) year time period;

(d) all Owners leasing their Dwelling Units are required to provide the Association with a copy of the lease or rental agreement within five (5) days of the lease or rental agreement being properly executed by all parties thereto;

(e) any Owner seeking to lease, re-lease and/or extend the term of any existing lease of his or her Dwelling Unit shall notify the Association in writing;

(f) any Owner who is leasing his or her Dwelling Unit shall apprise the Association of any termination or cancellation of the lease within five (5) days of any such termination and/or cancellation.