

**AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
CITRUS SPRINGS, VILLAGE "G"**

**THIS AMENDMENT** is made this 19<sup>th</sup> day of October, 2015 by **REO FUNDING SOLUTIONS IV, LLC**, a Georgia limited liability company ("Developer").

**RECITALS**

A. Developer is the "Developer" under, and as defined in, the **DECLARATION OF COVENANTS AND RESTRICTIONS FOR CITRUS SPRINGS, VILLAGE "G"** recorded in **Official Records Book 2052, Page 727 of the Public Records of Indian River County, Florida**, as amended from time to time (the "Declaration"). The capitalized terms used herein shall have the meanings given them in the Declaration.

B. Section 12.5 of the Declaration provides, in pertinent part, that the Declaration may be amended by the Developer alone for so long as the "Class B" Membership exists, which it presently does.

C. Developer now wishes to do so by this instrument in the manner and for the purposes set forth below.

**NOW, THEREFORE**, in consideration of the promises and the aforesaid authority of Developer, the Covenants are hereby amended:

1. The following new section 10.3.3 is hereby added to the Declaration shall read as follows:

Section 10.3.3

Any Owner desiring to make use of hurricane shutters shall follow the procedure set forth in Sections 10.1 and 10.2 for the Subdivision Association's approval thereof

with respect to type, color and other relevant attributes. Once approved by the Subdivision Association, hurricane shutters shall be used only in accordance with the following requirements:

10.3.3.1 In the case of shutters which are not permanently installed on the Home (e.g., panels as opposed to "accordion" shutters), same shall be stored out of sight.

10.3.3.2 No hurricane or other storm shutters shall be placed on a Home, and no permanently affixed shutters shall be closed (except when servicing same), except upon the issuance of tropical storm or hurricane watch or warning by the National Weather Service with a projected landfall in the area of the properties no earlier than forty-eight (48) hours from the time of the installation or closing of the shutters.

10.3.3.3 All shutters shall be opened/removed within twenty-four (24) hours of either (a) the "lifting" or cancellation of the aforesaid watch or warning or (b) in the event of an actual tropical storm or hurricane, the final passage of same.

10.3.3.4 Without limiting the specific time restrictions set forth above, at no time shall any hurricane shutters be used to "board up" a home in the absence of the Owner or occupant thereof, it being the sole responsibility of the Owner or occupant to provide any other desired security measures with respect to the Home in a manner which does not have a negative esthetic impact on a Home or surrounding properties.

2. A new Article XIII is hereby added to the Declaration shall read as follows:

Article XIII Notices and Disclaimers

**Section 13.1. Disclaimer of Common Area Warranties.**

TO THE MAXIMUM EXTENT LAWFUL, AND IN ACCORDANCE WITH FLORIDA STATUTE 553.835, DEVELOPER ON BEHALF OF ITSELF, ITS AFFILIATES, DESIGNEES, SUCCESSORS, ASSIGNS ANY PARTY BUILDING HOMES IN THE SUBDIVISION, HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH PLANS AND SPECIFICATIONS OR OTHERWISE WITH RESPECT TO ALL COMMON

AREAS AND ALL PERSONS ACQUIRING ANY INTEREST OR A PORTION OF THE PROPERTIES (INCLUDING, WITHOUT LIMITATION, THE ASSOCIATION AND ALL OWNERS, WHETHER THOSE HAVING PURCHASED DIRECTLY FROM DECLARANT OR OTHERWISE), BY ACCEPTANCE OF TITLE TO THEIR RESPECTIVE PORTIONS OF THE PROPERTIES, HEREBY WAIVE ANY SUCH WARRANTIES AND AGREE THAT THEIR ACCEPTANCE OF THEIR PORTION OF THE PROPERTIES IS ON A "AS IS, WHERE IS WITH ALL FAULTS" BASIS AND THAT NO SUCH PARTY HAS BARGAINED FOR OR BEEN PROMISED ANY WARRANTY AS AFORESAID.

**Section 13.2 Notices and Disclaimers as to Water Bodies.**

NEITHER DECLARANT, THE ASSOCIATION, ANY HOME BUILDER NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "**LISTED PARTIES**") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE PROPERTIES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTIES LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER

BODIES WITHIN OR NEARBY THE PROPERTIES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

**Section 13.3 Protection of Persons and Property.**

NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "**ASSOCIATION DOCUMENTS**"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTIES INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTIES HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTIES AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, INDIAN RIVER COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY

AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE PROPERTIES (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE, "**ASSOCIATION**" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND THE GOLF COURSE OPERATOR AND ALL PARTIES RELATED THERETO, ALL OF WHICH SHALL BE FULLY PROTECTED HEREBY.

**IN WITNESS WHEREOF**, Developer has executed this Amendment for the purposes herein stated as of the date and year first above written.