

Prepared by:  
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**CERTIFICATE OF AMENDMENT AND SECOND AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR VENTURA**

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

VENTURA MANOR OF NW FLORIDA HOMEOWNERS ASSOCIATION, INC. ("Association"), a Florida not-for-profit corporation, by and through its undersigned officer, certifies that:

RECITALS:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for Ventura was recorded on February 26, 2021, in Official Records Book 4078 at Page 123 of the public records of Santa Rosa County, Florida ("**Declaration**");

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions, and Restrictions for Ventura was recorded on February 4, 2022 in Official Records Book 4242 at Page 217 of the public records of Santa Rosa County, Florida ("**First Amendment**")

WHEREAS, in accordance with Article 12, Section 12.3 of the Declaration of Covenants, Conditions, and Restrictions of Ventura, the Declaration may be amended by Members holding sixty percent (60%) of voting interests in the Association;

WHEREAS, a duly noticed meeting of the Members was held on the 3 day of April, 2025, at which not less sixty percent (60%) of the Members holding voting interest in the Association, votes were received in accordance with Article 12, Section 12.3 of the Declaration, approving this Second Amendment to the Declaration.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows<sup>1</sup>:

**Paragraph 2, First Sentence of the Preamble is hereby amended to read as follows:**

Declarant is the owner of the Properties, a residential planned development consisting of eighty-six (86) eighty-nine (89) residential lots, and other related facilities (the "Project")

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<sup>1</sup> Underlined words are being added; stricken words are being deleted.

**Article 1, Section 1.12 of the Declaration is hereby amended to read as follows:**

1.12 "Lease" means the occupancy of the Lot by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value), and shall specifically include, but not be limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, HomeAway, and similar companies or organizations regardless of whether the arrangements are classified as a rental, a license, or anything other than a lease. The names of all guests or tenants and the dates of the lease must be provided to the Board of Directors prior to the arrival of the guests or tenants and always prior to the arrival of the guests or tenants.

**Article 4, Section 4.1 of the Declaration is hereby amended to read as follows:**

4.1. Necessity of Architectural Review and Approval. Except for Developer or Builders who receive prior architectural approval from Developer under Section 4.5(B) below, no Owner shall make or permit the making of any alterations or additions to his Lot or the Common Area, or in any manner change the exterior appearance of any portion of the home, without first obtaining the written approval of the Architectural Reviewer, which approval may be denied if the Architectural Reviewer determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to the Project in part or in whole. ~~Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the home, are subject to regulation by the Architectural Reviewer.~~ Any changes or alternations to the interior appearance of a home shall not require prior approval of the Architectural Reviewer. The installation of hurricane shutters shall be subject to regulation by the Architectural Reviewer. No Owner may alter the landscaping of the Common Area in any way without prior approval of the Architectural Reviewer.

**Article 4, Section 4.5 of the Declaration is hereby deleted in its entirety:**

~~4.5 Developer or Builder Construction. The provisions of this Article shall not apply to Developer or the Builders defined in Section 1.4 of this Declaration. Developer reserves the right to alter the plan of development and architectural style of the Properties and homes as it deems desirable in its sole discretion.~~

**Article 5, Section 5.1 of the Declaration is hereby amended to read as follows:**

5.1. Utility and Service Easements. The Developer (during any period in which the Developer has any ownership interest in the Properties) and the Association shall each have the right to grant such electric, ~~telephone, cable television~~, gas, water, sewer, irrigation, drainage, central service, ingress and egress easements or other easements over, under, in and upon the Properties in favor of Declarant, the Association, and their respective designees, and appropriate utility and other service corporations or companies, and to relocate any existing easements in any portion of the Properties as the Developer or the Association shall deem necessary or desirable, for the

proper operation and maintenance of the Properties, or any portion thereof, for the general health or welfare of the Owners, for the purpose of carrying out any provisions of this Declaration or for other purposes deemed appropriate and reasonable by the Developer or the Association. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the property burdened thereby. Each Lot and other portions of the Properties shall be subject to an easement in favor of all other portions of the Properties, to locate utilities and provide drainage and support and to use, maintain, repair, alter and replace any common walls, structural supports, roofs, pipes, wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Properties. Each public or private utility company benefited by any utility easement created by any Plat or this Declaration shall own all utility facilities operated by it in the utility easement and be responsible for maintaining such facilities, including without limitation all cable, electric, sewer, potable water, and irrigation facilities. The Association shall be benefited by any utility easement located within the Properties, whether or not so expressed in the plat or other document creating any such easement, and shall own any utility facilities (including without limitation irrigation facilities) owned by it within any such easement. The surface of all utility easements shall be maintained by the Association or other Owner of the Properties which owns such surface, in accordance with the other terms of this Declaration.

**Article 6, Section 6.1 of the Declaration is hereby amended to read as follows:**

6.1 Maintenance by Owner. The maintenance, repair and replacement of any Lot shall be the individual Owner's responsibility. Each Owner shall also be responsible for the general appearance of its property and to keep the same in good order and repair at all times. ~~Each Owner is responsible for the lawn and landscaping on his Lot, to include regular lawn cutting, trimming of plants and shrubs on a regular basis and, where necessary, replacement of lawns, plants and shrubs.~~ All Owners owning Lots adjoining Common Areas shall be required to install grass or landscape to the edge of the water or vegetation located in the Common Area, and to maintain such grass or landscaping, regardless of the where the exact boundary line lies between the Lot and Common Area. The Owner is also responsible for his own driveways. Every Owner of a Lot is hereby prohibited from: (i) temporarily or permanently filling the Surface Water Management System facilities located underneath the improvements constructed on their Lot with dirt or any type of fill material; (ii) parking vehicles or storing items under the improvements constructed on their Lot unless such parking or storing does not interfere with the Surface Water Management System located on their Lot; and (iii) blocking the flow of stormwater into the portion of Surface Water Management System located on their Lot by construction of walls around the pilings or piers on which improvements are constructed in such a manner as to permanently enclose such pilings or piers.

**Article 6, Section 6.3 of the Declaration is hereby deleted in its entirety:**

~~6.3.—Completion of Properties. Declarant may and intends to undertake the work of developing all of the Properties. The completion of that work, or the sale, lease, or other disposition of homes constructed thereon, is essential to the establishment and welfare of the Properties as an ongoing residential community. In order that such work may be completed and the Properties established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors or sub-contractors of Developer, or of Developer's designees by written instrument recorded in the Public Records of the County (if any), from doing whatever they may determine~~

to be reasonable, necessary or advisable for the completion of the work and the establishment of the Properties as a residential community.

**Article 6, Section 6.5 of the Declaration is hereby deleted in its entirety:**

~~6.5.—Negligence; Damage Caused by Condition of the Lot. The Owner of each Lot shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his guests, employees, agents, or lessees; but such liability shall be limited to the extent that such expenses are not met by the proceeds of insurance available to the injured person.~~

**Article 6, Section 6.6 of the Declaration is hereby deleted in its entirety:**

~~6.6.—Alterations and Additions to Common Areas. Material alterations or substantial additions to the Common Areas may be undertaken and funds necessary levied as special assessments by the Association only upon approval by a majority of the Board of Directors and, prior to the Turnover Date, the Developer.~~

**Article 8, Section 8.3 of the Declaration is hereby amended to read as follows:**

8.3. Leasing. An Owner may lease his Lot without prior Board approval of tenants, subject to the restrictions and conditions contained in this Section 8.3. Only entire homes may be leased. ~~The minimum leasing period is one hundred eighty-one (181) days.~~ All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Lot. No individual rooms may be rented and no transient tenants may be accommodated. ~~"Rent sharing," "room for rent," and subleasing are prohibited.~~ No Owner, their heirs, successors and/or assigns shall do anything to cause the Association or any Lot to be deemed a public lodging establishment or other transient establishment under Federal or Florida law or local ordinance. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any from of media, including but not limited to television, radio, internet website, newspaper, magazine, or trade publication, that indicates or suggests that a Lot may be leased for ~~any period less than 181 continuous days,~~ anything less than the entire home on the Lot may be leased, separate rooms within the home may be leased separately, or a Lot may be leased on a timeshare basis. Publication of daily or weekly rates for lease of a Lot shall constitute a violation of this provision. The Board has the power to adopt, amend and repeal rules and regulations governing Leases of Lots. The names of all tenants and the dates of the lease must be provided to the Board of Directors prior to the arrival of the guests or tenants.

**Article 8, Section 8.6 of the Declaration is hereby deleted in its entirety:**

~~8.6.—Garages. No garages shall be converted to residential use or use other than as~~

~~originally designed with the exception of conversion of a garage by the Developer or a Builder Model Home for use as a temporary sales office.~~

**Article 8, Section 8.7 of the Declaration is hereby deleted in its entirety:**

~~8.7. No Owner other than Declarant or a Builder may post or display any sign in public view on a Lot or on the Common Areas or other portions of the Properties, without the prior written consent of the Association. Notwithstanding the foregoing, Owners may place one (1) small sign in a single location indicating the security/alarm company protection for the Lot, if any; and when a Lot is actively being marketed for sale Owners may place one (1) "For Sale" sign on the lawn of their Lot.~~

**Article 8, Section 8.9 of the Declaration is hereby deleted in its entirety:**

~~8.9. Maintenance. The Developer and Builders shall care for vacant or unimproved Lots or portions of the Properties they own, respectively, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Developer to keep the unimproved portions of the Properties owned by it in good order. The Association shall have the right to repair any structure or improvement on any portion of the Properties which constitutes a danger or nuisance or is in unsightly disrepair, provided that the Owner thereof is given reasonable notice of the Association's intent to do so and an opportunity to cure, which notice reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of said Lot or Lot as an Individual Lot Assessment, which charge shall be a lien on the Lot, which lien may be foreclosed and shall also secure the Association's attorneys' fees and other costs in connection with said foreclosure.~~

**Article 8, Section 8.10 of the Declaration is hereby deleted in its entirety:**

~~8.10. Awnings, Window Coverings and Hurricane Shutters. Awnings, hurricane shutters, window film (including reflective film), and other window shading or decoration and any similar equipment shall be subject to the prior approval and control of the Architectural Reviewer as set forth in Section 4 of this Declaration. Roll down hurricane shutters must be installed inside the exterior walls of homes except to the extent they are within screened lanais or porches.~~

**Article 8, Section 8.11 of the Declaration is hereby amended to read as follows:**

8.11. Fences. No fence, wall, or other similar structure shall be erected on any Lot, except for a six (6) foot privacy fence, except as originally installed by Developer, and except any approved by the Board of Directors of the Association or the Architectural Reviewer as set forth in Section 4 of this Declaration. No hedge over six (6) feet in height, measured from the ground on which it stands, shall be constructed or maintained on any Lot, except that the Declarant and the transferee of Declarant may vary or exceed such height in constructing a fence in accordance with existing architectural plans.

**Article 8, Section 8.13 of the Declaration is hereby deleted in its entirety:**

~~8.13. Outside Lighting. Except as may be initially installed by Developer or a Builder for marketing or construction purposes, no spotlights, floodlights, or other outdoor lighting shall be placed or utilized upon any portion of the Properties which in any way will allow light to be reflected on any other property or the improvements thereon without the written authorization of the Board as set forth in Section 4 of this Declaration.~~

**Article 8, Section 8.14 of the Declaration is hereby amended to read as follows:**

8.14. Commercial Activities. No business or commercial activity shall be conducted on the Properties without prior approval by the Board of Directors, except the Developer's or a Builder's construction of improvements, and the promotion and holding of special events. The Declarant or Board of Directors may, in their sole discretion, grant variances from the foregoing restriction to allow a "home occupation" to the extent allowable under the zoning and other ordinances and regulations of the County and, further, subject to such standards, rules and regulations as the Board may establish. Notwithstanding the foregoing, the Declarant may, in its sole discretion, permit portions of the Properties to be sold or maintained as sales offices or one (1) or more model homes.

**Article 8, Section 8.15 of the Declaration is hereby amended to read as follows:**

8.15. Pets. No animals, or livestock or poultry of any kind shall be raised, bred or kept on any Lot, Tract or on the Common Areas; however, dogs, cats and other household pets may be kept in a Lot subject to such Rules and Regulations as may be adopted by the Board from time to time as long as they are not kept, bred or maintained for commercial purposes. If, in the sole judgment of the Board, it is determined that a pet is causing excessive disturbance and annoyance to other occupants, the Owner may be asked to remove the pet from his lot. All animals shall be on leash or carried when outside the Owner's lot. The pet owner shall immediately remove and properly dispose of any pet litter deposited on any portion of the Properties. Up to four (4) hens may be allowed on a Lot only under the following conditions: (a) a chicken coop must be located in the rear yard only; (b) a chicken coop must be fenced in, in good repair, and not within 5 feet of a neighboring fence; (c) a chicken coop must be cleaned and maintained and must be a minimum of 5 square feet per hen; (d) no breeding and no sale of chickens shall be permitted; (e) absolutely no roosters shall be permitted; (f) hens must be vaccinated; and (g) the slaughtering chickens on a Lot is strictly prohibited.

**Article 8, Section 8.16 of the Declaration is hereby amended to read as follows:**

8.16. Parking and Storage of Vehicles. No vehicle shall be parked within the Properties except on a paved driveway or within a garage; parking on the roads or grass Common Areas (including Common Area by mailboxes) is prohibited. Parking in front of a fire hydrant is prohibited. Parking across from other vehicles parked on the opposite side of the road is prohibited to ensure Emergency vehicles can pass freely and are not obstructed. Vans and pickup trucks may be parked on driveways, provided that, the following shall be considered commercial vehicles which may not be kept on the Properties: vehicles with over two (2) axles,

vehicles with a fifth wheel intended for the towing of trailers, or vehicles with a height of over ten (10) feet, including without limitation, semi-tractor trailers, tow trucks, moving vans, furniture vans, or any vehicle or truck that displays any signage, tools or equipment that is of a commercial nature, or any vehicle or truck that is primarily designed to be used for commercial purposes regardless of how it is being used by the owner of the vehicle. For the purpose of this Section ~~8.15~~16, the term "kept" shall mean present for a period of twenty- four (24) hours. Boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, motor homes and the like, any vehicles not in operable condition and validly licensed, and any trailers used for the purpose of towing vehicles, commercial vehicles, commercial equipment, landscaping equipment and the like, shall only be permitted to be kept within the Properties, in excess of ~~twenty-four (24)~~ seventy two (72) hours, if such are kept inside a garage and concealed from public view. An officer of the Association may grant temporary variances from the restrictions in this Section ~~8.15~~16.

**Article 8, Section 8.17 of the Declaration is hereby deleted in its entirety:**

~~8.17 Antennae and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one (1) meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one (1) meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the lot, or is located on the side or rear yard of the lot. The Association or Architectural Reviewer may require that a Reception Device be painted or screened by landscaping in order to blend into the lot and to the maximum extent feasible, removed from view from the street and other lots. A flagpole shall not be used as an antenna. The installation and display of flagpoles and flags shall be subject to regulation by the Association or Architectural Reviewer, but no Owner shall be prevented from displaying a portable, removable United States flag or official flag of the State of Florida in a respectful manner, a portable, removable US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'. Notwithstanding the foregoing, no one shall be permitted to display the United States flag in a manner that violates: (i) Federal law or any rule or custom as to the proper display or use of the United States flag; or (ii) any reasonable restriction pertaining to the time, place and manner of displaying the flag. The restriction must be necessary to protect a substantial interest of the Association.~~

**Article 8, Section 8.18 of the Declaration is hereby deleted in its entirety:**

~~8.18. Radio Equipment. No ham radio, CB base station, or other radio, cable or electronic transmission equipment of any nature visible from the exterior of any portion of the Properties shall be permitted within the Properties unless approved by the Architectural Reviewer or Board.~~

**Article 8, Section 8.19 Subsections (B) and (C) of the Declaration is hereby deleted in its entirety:**

(B) ~~Any fuel or power source which requires outside storage tanks of any kind must be approved in writing by the Declarant Board or the Architectural Reviewer prior to installation. Any such installation will also require appropriate screening (as approved by the Declarant Board or the Architectural Reviewer) to conceal the storage tanks.~~

(C) ~~All solar heating or solar power apparatus must conform to the standards set forth in the HUD intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Association or Architectural Reviewer. Solar arrays may not be installed on a yard or lawn. This provision is not intended to prohibit the use of solar energy devices.~~

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Second Amendment to the Declaration was duly adopted and that the Association has caused this Second Amendment to be executed by its President of the Board of Directors, this 3 day of April, 2025.

WITNESSES:

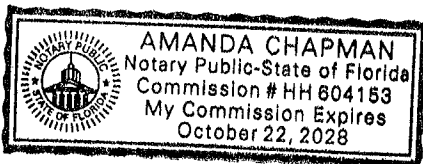
[Signature]  
 Print Name: Aubrey Harris  
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Pensacola, FL 32502  
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 Print Name: Catherine Sharp  
127 Palafox Place, Suite 200  
Pensacola, FL 32502

STATE OF FLORIDA  
 COUNTY OF SANTA ROSA

**VENTURA MANOR OF NW FLORIDA  
 HOMEOWNERS ASSOCIATION, INC.,**  
 a Florida not-for-profit corporation.

[Signature]  
 By: Kaitlyn J. Novara  
 Its: President

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 3 day of April, 2025, by Kaitlyn J. Novara as President of Ventura Manor of NW Florida Homeowners Association, Inc., a Florida not-for-profit corporation.



[Signature]  
 NOTARY PUBLIC  
 Print Name: Amanda Chapman

☐ Personally Known  
 OR  
☒ Produced Identification; Type of Identification Produced FL Drivers License