

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Shayla M. Johnson Mount
ARIAS BOSINGER, PLLC
280 W. Canton Ave., Ste. 330
Winter Park, FL 32789

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CERTIFICATE OF SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VIENNA SQUARE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of VIENNA SQUARE HOMEOWNERS' ASSOCIATION, INC. (hereinafter the "Association"), pursuant to the Florida Statutes and the MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIENNA SQUARE, recorded in Official Records Book 7080, Page 2010, *et seq.*, of the Public Records of Polk County, Florida, as amended and supplemented (hereinafter the "Declaration") hereby certify that the SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR VIENNA SQUARE, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 20 day of January, 2024 (hereinafter the "Meeting").

Pursuant to Section 15.5 of the Declaration, said Amendment was approved by at least two-thirds (2/3) of the Voting Interests of the Members present and voting at the Meeting. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

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 shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 20 day of January, 2024

Signed, sealed and delivered
in the presence of:

VIENNA SQUARE HOMEOWNERS'
ASSOCIATION, INC.

Jane Shrinen
(Sign - Witness 1)
JANE SHRINEN
(Print - Witness 1) 2319 Salzburg Loop
Winter Haven, FL 33884

By: John Duck
(Sign)
John Duck
(Print) 1368 Innsbruck Ct.
Winter Haven, FL 33884

Michaelanne Heath
(Sign - Witness 2)
Michaelanne Heath
(Print - Witness 2) 6309 Cypress Gardens Blvd.
Winter Haven, FL 33884

President, Vienna Square Homeowners'
Association, Inc.

Jane Shrinen
(Sign - Witness 1)
JANE SHRINEN
(Print - Witness 1) 2319 Salzburg Loop
Winter Haven, FL 33884

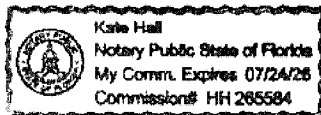
Attest: Michele Boeck
(Sign)
Michele Boeck
(Print) 2589 Salzburg Loop
Winter Haven, FL 33884

Michaelanne Heath
(Sign - Witness 2)
Michaelanne Heath
(Print - Witness 2) 6309 Cypress Gardens Blvd.
Winter Haven, FL 33884

Secretary, Vienna Square Homeowners'
Association, Inc.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of physical presence
or online notarization, this 20 day of January, 2024, by
John Duck, as President, and Michele Boeck, as Secretary,
of VIENNA SQUARE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit
corporation, on behalf of the corporation, who are personally known to me or who have
produced FL drivers license as identification.



NOTARY PUBLIC
Kaitie Hall (Sign)
Kaitie Hall (Print)

State of Florida, At Large
My Commission Expires:

**SIXTH AMENDMENT TO
MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR VIENNA SQUARE**

This Sixth Amendment (“Sixth Amendment”) to Master Declaration of Covenants, Conditions, and Restrictions for Vienna Square (hereinafter referred to as “Vienna Square Community” or “the Community”) is made effective this 20th day of January, 2024, by Vienna Square Homeowners Association, Inc., a Florida not-for-profit corporation (“the Association”), and The Villas at Vienna Square Homeowners Association, Inc., a Florida not-for-profit corporation (“The Villas”). Collectively, the Association and The Villas are referred to herein as “the parties” and may be individually referred to herein as “party”.

RECITALS

WHEREAS, Declarant as the developer of the Vienna Square Community, and in connection therewith has recorded that certain Master Declaration of Covenants, Conditions, and Restrictions for Vienna Square, recorded December 4, 2006, in Official Records Book 7080, Page 2010 (“Master Declaration”), as amended by that certain First Amendment thereto, recorded July 17, 2007 in Official Records Book 7363, Page 378, as further amended by that certain Second Amendment thereto recorded November 16, 2007, in Official Records Book 7483, Page 1032, as further amended by that certain Third Amendment thereto, recorded October 21, 2009, in Official Records Book 7999, Page 760, as further amended by that certain Fourth Amendment thereto, recorded January 26, 2010, in Official Records Book 8063, Page 126, as further amended by that certain Fifth Amendment thereto recorded December 29, 2017, in Official Records Book 10354, Page 478, all in the Public Records of Polk County, Florida (collectively, the Declaration”); and

WHEREAS, Section 15.14 of the Declaration, provides that Declaration may be amended at any time by the Villas Association at an annual or special meeting called for that purpose by the affirmative vote of at least two-thirds (2/3) of the Villas Voting Interests of the Villas Members present and voting at the meeting; and

WHEREAS, the Association and The Villas, desire to amend and modify the Declaration for the purposes set forth herein, intending and agreeing that this Sixth Amendment shall relate back to the recording of the Master Declaration; provided, however, that the terms and conditions of the Master Declaration, shall otherwise not be amended, modified or disturbed, but shall remain in full force and effect, except as expressly set forth in the Sixth Amendment; and

NOW, THEREFORE, the Declaration is further amended as follows (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

[. . .]

5. **GENERAL COVENANTS AND USE RESTRICTIONS.**

[. . .]

5.36 Leasing.

(A) Lots shall be used for single family residential purposes only. Leasing to more than one (1) family is prohibited. For the purposes of this section Dwelling shall mean and

refer to each living unit within the Community. For purposes of this Declaration, "Family" shall be defined to mean persons related by blood, adoption or marriage, or not more than two (2) unrelated persons living as a single housekeeping unit. No unit may be occupied by more than two unrelated individuals.

- (B) No Dwelling or Lot may be leased without prior written approval of the Board of Directors of the Association. Any Owner intending to lease his or her Dwelling or Lot shall complete an application form as provided by the Association together with such information as may be reasonably required by the Association. The Board of Directors may adopt reasonable rules and regulations governing procedures for application for approval of leases and approval requirements for tenants, including but not limited to establishing an application processing fee.
- (C) The use of a Dwelling as a hotel, motel, vacation rental residence, temporary housing (such as that offered by Airbnb or VRBO), bed and breakfast or similar facility for temporary lodging purposes of any kind is prohibited. Additionally, owners are prohibited from marketing or listing their Dwelling for lease or rent for such purposes.
- (D) No Dwelling or Lot shall be leased or rented for a period of two (2) years from the date the Owner takes title to the Dwelling or Lot, except when title is obtained through inheritance, or by an Institutional Mortgagee or the Association as a result of a foreclosure or deed in lieu of foreclosure.
- (E) No Dwelling or Lot may be leased more than one (1) time in a calendar year, regardless of the duration of the lease or occupancy. No Dwelling or Lot may be leased for a period of less than twelve (12) consecutive months. Only the entire dwelling may be leased and there shall be no subleasing.
- (F) The Owner shall provide any tenants or occupants copies of the Declaration, Rules and Regulations and other governing documents of the Association. In the event that a tenant or occupant of an Owner violates any provision in this Declaration, the Rules and Regulations or any other governing document of the Association, the Owner shall be responsible for the action or inaction of the tenant or occupant and shall evict said tenant or occupant upon demand from the Association. Nothing herein shall absolve the tenant or occupant of his or her legal obligation to comply with the Association's governing documents or Florida law, nor shall it limit the Association's right to seek legal action against the tenant or occupant and/or the Owner.
- (G) No Dwelling or Lot shall be approved for lease if there is any monetary obligation owed by the Owner which is more than the (10) days delinquent. When a Dwelling or Lot is leased, the Owner shall also be responsible and jointly and severally liable for any and all personal and property damage resulting from his or her tenant's noncompliance with this Declaration or the Rules and Regulations of the Association.
- (H) The Association may charge an application fee for the review and processing of any lease of a Dwelling or Lot. For purposes of the section, only one application is needed per lease; and shall list each occupant over the age of 18. If the lease is a renewal of a lease with the same lessee, no charge shall be made by the Association.
- (I) For the purposes of this section "lease" or "leasing" shall be defined as occupancy of a Dwelling by a person who does not have a permanent residence elsewhere while the

Owner resides elsewhere, or occupancy of the Dwelling by a person who is residing in the Dwelling in exchange for consideration.

[. . .]

9. **ASSESSMENTS.**

9.1 **Creation of Lien.** Each Owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay:

[. . .]

(I) Initial Capital Contribution. The first and subsequent Owners of each Home or Villa, at the time of closing of the conveyance from Developer, current home owner, or Institutional Mortgagee to the home purchaser, shall pay to the Association an initial capital contribution in the amount equal to four (4) times the current (at time of sale) months' Annual Assessments. The funds derived from the Initial Capital Contributions shall be used at the discretion of the Association for any purpose, including but not limited to, future and existing capital improvements, for the Vienna Square Community Common Areas, and shall be allocated as a Reserve Fund for such purposes. This Capital Contribution does not apply to a person selling a Home or Villa and simultaneously purchasing another Home or Villa within Vienna Square.

[. . .]