

**ELEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS -
BAYSIDE LAKES COMMERCIAL CENTER**

This **Eleventh Amendment to Declaration of Covenants, Conditions and Restrictions – Bayside Lakes Commercial Center** (this “**Amendment**”) is made this 26 day of February, 2024 (the “**Eleventh Amendment Effective Date**”), by **KEW, L.L.C.**, a Florida limited liability company (“**Declarant**”).

WHEREAS, Declarant and/or its predecessor, Town Center Partners, Ltd., a Florida general partnership, collectively from time to time recorded that certain Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded August 30, 2000 in Official Records Book 4212, Page 3045 (the “**Original Declaration**”); as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded June 4, 2001 in Official Records Book 4353, Page 979 and recorded August 30, 2001 in Official Records Book 4411, Page 1155; as further amended by that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded October 1, 2001 in Official Records Book 4430, Page 176; as further amended by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded October 1, 2001 in Official Records Book 4430, Page 179; as further amended by that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded March 26, 2002 in Official Records Book 4556, Page 3140; as further amended by that certain Second Supplement to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded August 13, 2003 in Official Records Book 5014, Page 3165; as further amended by that certain Third Supplement to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded October 27, 2005 in Official Records Book 5556, Page 3806; as further amended by that certain Fourth Supplement to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded January 19, 2006 in Official Records Book 5593, Page 5444; as further amended by that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions of Bayside Lakes Commercial Center recorded March 15, 2005 in Official Records Book 5617, Page 133; as further amended by that certain Fifth Amendment to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded December 27, 2006 in Official Records Book 5732, Page 9771; as further amended by that certain Sixth Amendment to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded February 5, 2007 in Official Records Book 5746, Page 2694; as further amended by that certain Certificate of Seventh Amendment to Declaration of Covenants, Conditions and Restrictions, for Bayside Lakes Commercial Center recorded September 24, 2008 in Official Records Book 5889, Page 2714; as further amended by that certain Certificate of Eighth Amendment to Declaration of Covenants, Conditions and Restrictions Bayside Lakes Commercial Center recorded July 17, 2020, in Official Records Book 8797, Page 1805; as further amended by that certain Ninth Amendment to Declaration of Covenants, Conditions and Restrictions Bayside Lakes Commercial Center recorded May 12, 2022, Official Records Book 9503, Page 2616; as further amended by that certain Tenth Amendment to Declaration of Covenants, Conditions and Restrictions Bayside Lakes Commercial Center recorded December 14, 2023, Official Records Book 9952, Page 2720 (the “**Tenth Amendment**”); and as further amended by the Fifth Supplement to Declaration of Covenants, Conditions and Restrictions Bayside Lakes Commercial Center recorded December 14 2023, Official Records Book 9952, Page 2683 (collectively, as amended, the “**Declaration**”).

WHEREAS, pursuant to the Tenth Amendment, Declarant created a Restriction of Use, specifically that no vacant property as of the Tenth Amendment Effective Date shall be used a self-storage facility, including interior or outside storage, or for commercial storage, other than Brevard County Parcel ID 29-37-19-RX-13, currently owned by KEW, LLC, also known as “Parcel D”;

WHEREAS, pursuant to Article VIII, Section 2 of the Original Declaration, Declarant has the authority, for so long as it owns one or more Lots (as such term is defined in the Declaration), in its sole discretion, and without notice or consent from any Lot Owners, to change, modify or otherwise amend the Declaration; and

WHEREAS, Declarant, as of the Eleventh Amendment Effective Date, owns one or more Lots.

NOW, THEREFORE, in light of the foregoing, Declarant hereby amends the Declaration as follows:

1. **Recitals and Capitalized Terms.** The foregoing recitals are a material part of this Amendment and are incorporated herein by this reference. Any capitalized terms used in this Amendment which are not defined herein have the meanings ascribed thereto in the Declaration.

2. **Removal of Restriction of Use:** Self-storage facilities, including interior or outside storage, or for commercial storage, shall no longer be a restriction of use, subject to other provisions of the Declaration.

3. **Ratification.** Except as modified herein, the Declaration remains in full force and effect. In the event of any conflict between the provisions of the Declaration and this Amendment, the terms of this Amendment shall be controlling.

Signature Page to Follow

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed and made effective as of the Eleventh Amendment Effective Date.

DECLARANT:

K.E.W., L.L.C., a Florida limited liability company

By: [Signature]
Print Name: Michael H. Erdman
Its: MANAGER

STATE OF Florida)
COUNTY OF Brevard }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of February, 2024, by Michael H. Erdman as Manager of K.E.W., L.L.C., a Florida limited liability company, on behalf of said company. He/She is personally known to me or has produced _____ as identification.

[Signature]
Printed Name: Zachary Kaye
Notary Public for the State of Florida
Serial Number (if any): HH 146034
My Commission Expires: JUN 27, 2025

