

THIS INSTRUMENT PREPARED BY:
Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Fort Myers, Florida 33901-2904

SECOND AMENDMENT TO
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
RIVERWALK OF MELBOURNE

This Second Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverwalk of Melbourne is made this 27TH day of DECEMBER, 2016 by PINE ISABELLA HOLDINGS, LLC, a Florida limited liability company ("Declarant").

WHEREAS, the Original Developer recorded that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverwalk of Melbourne (the "Declaration"), on December 20, 2012 at CFN 2012255945, O. R. Book 6761 at Page 2899, Public Records of Brevard County, Florida; and

WHEREAS, Declarant received an assignment of Declarant rights under the Declaration recorded on May 20, 2014 at CFN 2014101282, O. R. Book 7129 at Page 2631, Public Records of Brevard County, Florida;

WHEREAS, Declarant recorded that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions for Riverwalk of Melbourne (the "Declaration"), on May 27, 2015 at CFN 2015105225, O. R. Book 7374 at Page 1573, Public Records of Brevard County, Florida; and

WHEREAS, pursuant to Section 13.4, the Declarant currently has the right to amend this Declaration without the necessity of concurrent action or approval of the owners.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Amendment to Section 3.7. Section 3.7 of the Declaration is hereby amended as follows (deletions indicated by ~~strike through~~, additions indicated by underlining):

"Section 3.7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats and other customary household pets (but not to exceed a total of two (2) pets ~~weighing no more than thirty-five (35) pounds each~~) may be kept on Lots subject to

limitations, which may be imposed from time to time by applicable governmental authority and further subject to rules and regulations adopted by the Association, provided that that they are not kept, bred, or maintained for any commercial purpose. Each Owner shall be responsible at all times for the prompt collection and proper removal and disposal of all excrement from their pets. The Association may prohibit the keeping of any pet anywhere upon the Property which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Property. All Owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Property and relating to animals and shall at time allow such animals to constitute a nuisance within any portion of the Property.”

3. Amendment to Section 11.1.8. Section 11.1.8 of the Declaration is hereby amended as follows (deletions indicated by strike through, additions indicated by underlining):

~~“Section 11.1.8. Termite Bond. The Association shall, carry a termite bond for all townhomes constructed on the Lots. Said bond shall provide for the repair of improvements in the event of termite infestation, and in the sole discretion of the Board, said bond may be for the replacement of improvements in the event of termite infestation.” [Deleted].~~

4. Ratification. Except as herein amended, all of the terms of the Bylaws, as amended, are confirmed and ratified, and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant does hereby execute this Amendment, through its undersigned duly authorized officer on the date first written above.

PINE ISABELLA HOLDINGS, LLC, a Florida
limited liability company

By: Sabal Financial Group, L.P., its Manager


Print Name: Lorey Spahr


Print Name: Kelly M. Garnett

By: 
Print Name: R. Patterson Jackson
Title: Chief Executive Officer

"A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document."

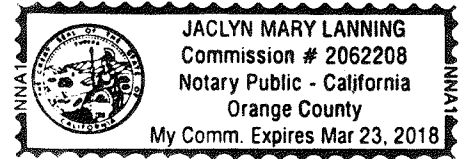
STATE OF CALIFORNIA)
COUNTY OF ORANGE)

On December 27, 2016, before me, Jaclyn Mary Lanning, Notary Public, personally appeared R. Patterson Jackson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Jaclyn Mary Lanning* (SEAL)
Signature of Notary Public



Name: Jaclyn Mary Lanning