

THIS INSTRUMENT PREPARED BY:
Hand Arendall Harrison Sale LLC
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STATE OF FLORIDA:
COUNTY OF BREVARD:

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF PALM
GARDEN LAKES**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF PALM GARDEN LAKES (this "Amendment") is made and entered into by **PALM GARDENS DEVELOPMENT, LLC**, a Florida limited liability company ("Developer") as of this 20 day of October, 2020 (the "Effective Date").

Recitals:

On December 12, 2018, Developer recorded that certain Declaration of Covenants and Restrictions for Palm Garden Lakes at Official Records Book 8327, Page 489 (the "Original Declaration"), in the Public Records of Brevard County, Florida (the "Public Records"), regarding certain real property located in Brevard County, Florida and shown on the plat subdivision for Palm Garden Lakes recorded at Plat Book 66, Pages 63 in the Public Records, as amended by that certain First Amendment to Declaration of Covenants and Restrictions for Palm Garden Lakes recorded at Official Records Book 8567, Page 776 (the "First Amendment"; the Original Declaration and First Amendment are collectively referred to as the "Declaration").

Article XXIII, Section 4(a) of the Declaration allows Developer to amend the Declaration prior to the occurrence of Turnover (as that term is defined in the Declaration). As of the Effective Date, Turnover has not occurred. Developer desires to amend the Declaration in accordance with the terms and conditions hereof.

Amendment:

1. Capitalized Terms. Capitalized terms used herein unless otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.
2. Recitals. The foregoing recitals are true and correct in all material respects and form an integral part of this Amendment, the same as if said recitals were included in the numbered paragraphs hereof.
3. Amendment of Article VI, Section 4. The Declaration is hereby amended by adding the following sentence to the current text of Article VI, Section 4 of the Declaration:

Notwithstanding anything herein to the contrary, the Designated Builder (as hereinafter defined in Article XVI) shall be exempt from the payment of the working capital contribution imposed by this Article VI, Section 4 of the Declaration. Notwithstanding anything herein to the contrary, the last sentence of this Article VI, Section 4 shall not be amended without the consent of the Designated Builder.

4. Amendment of Article XVI. The Declaration is hereby amended by adding the following sections to the current text of Article XVI of the Declaration:

Section 4. Construction and Sales of Townhomes. For as long as D.R. Horton, Inc., a Delaware corporation (the “Designated Builder”), owns any Townhome Unit located within the Subdivision, the Designated Builder shall have the right to transact any business necessary to construct the Townhomes and consummate sales thereof, including, but not limited to, the right to maintain model dwellings, have signs and flags on any portion of the Subdivision, employees in the offices, and show Townhomes. Signs and all items pertaining to sales shall remain the property of the Designated Builder. Notwithstanding anything herein to the contrary, Article XVI, Section 4 shall not be amended without the consent of the Designated Builder.

Section 5. Access for Construction and Sales Purposes. The Designated Builder shall have a right to access an easement on, over, under and through all of the Property for construction and sales purposes for as long as the Designated Builder owns any Townhome Unit located within the Subdivision, including, without limitation, free and unfettered access through any gates to the Subdivision, 7 days a week between the hours of 7:00 a.m. and 7:00 p.m. Notwithstanding anything herein to the contrary, Article XVI, Section 5 shall not be amended without the consent of the Designated Builder.

5. Amendment of Article XXIII, Section 4. The Declaration is hereby amended by adding the following subsection to the current text of Article XXIII, Section 4 of the Declaration:

(i) Notwithstanding anything herein to the contrary, changes in Articles XVI through Articles XXII, and this Article XXIII, Section 4(i) shall be evidenced by an amendment to this Townhome Declaration that is only required to be approved by, and executed upon the direction of, the Townhome Board and a majority of the Townhome Lot Owners.

6. Continued Effectiveness. All of the applicable terms, conditions and provisions of the Declaration, as hereby supplemented and amended, are in all respects hereby ratified and reaffirmed, and the Declaration and this Amendment shall be read, taken, and construed as one and the same instrument. References in the Declaration and all exhibits thereto shall be deemed to be references to the Declaration as amended by this Amendment.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed by and through its duly-authorized representatives as of the date first set forth above.

Witnesses:

Kathia A. Shotwell

Print Name:

Kathia A. Shotwell

Elizabeth Van Buskirk

Print Name:

ELIZABETH VAN BUSKIRK

PALM GARDENS DEVELOPMENT, LLC, a
Florida limited liability company

By:

Coy A. Clark

Coy A. Clark

As Its Manager

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing instrument was acknowledged before me this 20th day of October, 2020, by Coy A. Clark as Manager of Palm Gardens Development, LLC, a Florida limited liability company. He is personally known to me or produced a _____ as identification.

[SEAL]

Kathia A. Shotwell

Notary Public Signature

Kathia A. Shotwell

Notary Public Printed Name

