

FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
ADDISON PRESERVE, A SINGLE FAMILY RESIDENTIAL SUBDIVISION

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions and Restrictions for Addison Preserve, A Single Family Residential Subdivision is made this 22nd day of January 2018 by T.G.O. CAMP SITE, L.L.C., a Florida limited liability company ("Developer").

WITNESSETH:

WHEREAS, Developer is the developer under the Declaration of Covenants, Conditions and Restrictions for ADDISON PRESERVE, A SINGLE FAMILY RESIDENTIAL SUBDIVISION, dated August 17, 2015, and recorded on November 18, 2015, in Official Records Book 7495, Page 860, in the Public Records of Brevard County, Florida (the "Declaration"); and

WHEREAS, Section 3 - Amendments, of the Declaration provides for amendment of the Declaration; and

WHEREAS, Developer desires to amend the Declaration;

NOW, THEREFORE, Developer hereby amends the Declaration by this written action as follows:

1. Section 11.1 Occupancy of Lots is hereby amended in its entirety to read as follows:

11.1 Occupancy of Lots. Each Residential Lot shall be used as a residence only, except as otherwise herein expressly provided. A Lot owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Lot Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Lot (as described below), as the case may be. Occupants of an approved leased or subleased Lot must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Lot at one time. "Families" or words of similar import used herein shall be deemed to mean (1) a group of natural persons related to

each other by blood or legally related to each other by marriage or adoption, or (2) a group of not more than four (4) persons not so related who maintain a common household in a Lot. In no event shall occupancy (except as provided in Subsection 11.13) exceed two (2) persons per each bedroom in the Lots. The Board of Directors shall have the power to authorize occupancy of a Lot per bedroom by more than two (2) persons on a case-by-case basis. The restrictions in this Subsection 11.1 shall not be applicable to Lots owned by the Developer.

2. Section 11.11 Pets is hereby amended in its entirety to read as follows:

11.11. Pets. Except as otherwise required by law: (i) with the exception of small fish or birds housed in suitable cages or aquariums, no animal may be kept within the Subdivision unless it has been approved by the Association's Board of Directors and unless it is either a dog, a household cat, or another "household pet" (as defined by the Association); (ii) with the exception of small birds or fish, no more than two (2) animals may be kept by any Lot owner; and (iii) no occupant of a Lot other than its Owner may keep an animal in the Subdivision.

Any excretion left by a pet outdoors must be picked up immediately and disposed of in a sanitary manner by the person walking the pet.

A pet which causes any disturbance, annoyance or harm, such as barking, growling, howling, biting, squawking, quacking or any other undesirable noise which annoys or causes harm to a neighbor is a nuisance, subject to a written complaint. If a resident files a written complaint with the Board to the effect that any of these pet rules have been violated and the Board determines that a violation has or is occurring, the Board shall serve the Lot Owner in writing to either correct the violation or to dispose of the pet. If, after a second written complaint, the Board determines that the violation is continuing or that there is another violation of the same nature, the pet will be deemed to have endangered the life, health, safety, or well-being of residents and is forever barred from the park. The Lot Owner shall remove the pet from the park within two (2) weeks.

Pets kept in an aquarium, such a fish, are excluded from these rules.

3. Section 11.12 - Children, as follows, is hereby deleted in its entirety and is not replaced:

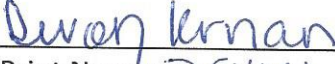
4. Except as otherwise provided herein, all other terms of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this First Amendment to be duly executed on this 22nd day of January 2018.

Executed in the presence of:



Print Name: LORI MEIZER



Print Name: DEVON KERNAN


The "Developer"

T.G.O. CAMPSITE, L.L.C., a Florida limited liability company

By its Managing Member:

EKS, Inc., a Florida corporation

By: _____


Malcolm R. Kirschenbaum, President

STATE OF FLORIDA :
COUNTY OF BREVARD :

The foregoing instrument was executed before me, an officer duly authorized in the state and county aforesaid to administer oaths and to take acknowledgments, this ___ day of January 2018 by MALCOLM R. KIRSCHENBAUM, as President of EKS, Inc., a Florida corporation, as Managing Member of T.G.O. CAMP SITE, L.L.C., a Florida limited liability company, on behalf of the limited liability company, who is personally known to me.

[SEAL]





Notary Public Signature

