

SECOND AMENDMENT

TO

AMENDED AND RESTATED DECLARATION OF COVENANTS,

CONDITIONS, AND RESTRICTIONS

FOR

CASABELLA SUBDIVISION

WHEREAS, the Declarant, CASABELLA DEVELOPMENT, L.L.C. recorded an AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASABELLA SUBDIVISION recorded in Official Records Book 5434, Page 5686, Public Records of Brevard County, Florida; and

WHEREAS, the Declarant, CASABELLA DEVLEOPMENT, L.L.C. recorded a FIRST ADMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CASABELLA SUBDIVISION recorded in Official Records Book 5614, Page 1615, Public Records of Brevard County, Florida; and

WHEREAS, the Declarant, CASABELLA DEVELOPMENT, L.L.C. desires to further amend the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CASABELLA SUBDIVISION by recording this SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CASABELLA SUBDIVISION as follows:

1. ARTICLE VI, ARCHITECTURAL COMMITTEE, M. Failure to Act. "In the event the Architectural Committee or its designated representative fails to approve or disapprove any Plans and Specifications within thirty (30) days after the same have been submitted to it, complete with all other information requested by the Architectural Committee in connection with such submission, approval shall be assumed." IS CHANGED TO: "If the Architectural Committee fails to respond to owner requested changes within thirty (30) days, then the owner may appeal to the Board of Directors for a response."
2. ARTICLE VII. ASSESSMENTS, E., Regular Annual Assessments. "All such regular assessments shall be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly

installments on or before the first day of each month, or in such other manner as the Board may designate in its discretion." IS CHANGED TO:

"All such regular Assessments shall be due and payable to the Association by the specified Assessment due date or in such manner as the Board may designate in its discretion."

H., Owner's Personal Obligation for Payment of Assessments. "In addition, the Owner of any Lot in which an assessment is overdue by 30 days will be required by the Board to pay the Association a late charge of ten dollars (\$10.00) or five percent (5%) of the delinquent installment, whichever is greater." IS CHANGED TO: In addition, the Owner of any Lot in which an assessment is overdue by 30 days will be required by the Board to pay the Association a late charge of ten dollars (\$10.00) or five Percent (5%) of the delinquent Assessment, whichever is greater."

3. Declarant hereby declares that each word, phrase, paragraph, subparagraph, Term, provision, stipulation and condition contained in the Declaration of Covenants, Covenants, Conditions and Restrictions for Casabella Subdivision, Recorded in Official Records Book 4570, Page 1786, Public Records of Brevard County, Florida shall remain in full force and effect, except as amended by this Amendment to such Protective Covenants such being set forth as follows, to wit:

IN WITNESS WHEREOF, the Declarant has caused this Declaration  
To be executed this 18 day of April, 2007.

Norma Levy

NORMA LEVY  
(print name)

VICE  
As President of

CASABELLA DEVELOPMENT, LLC

(Corporate Seal)

**STATE OF FLORIDA  
COUNTY OF BREVARD**

The foregoing instrument was acknowledged before me this 18 day  
of April, 2007 by Norma Daley Levy as President of Casabella,  
On behalf of Norma Daley and produced FL D/L as Development LLC  
identification and was (was not) duly sworn.

Notary Public - State of Florida

Deborah Williams  
**DEBORAH WILLIAMS**

DEPUTY CLERK per F.S. 695.03/92.50  
Scott Ellis, Clerk  
Brevard County, Florida

