

FIRST AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
CASABELLA SUBDIVISION

WHEREAS, the Declarant, CASABELLA DEVELOPMENT, L.L.C. desires to further amend the **AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, CASABELLA SUBDIVISION**, recorded in Official Records Book 5434, Page 5687, Public Records of Brevard County, Florida by recording this **FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CASABELLA SUBDIVISION** as follows:

1. ARTICLE III, GENERAL RESTRICTIONS, L., Roofing Materials is amended to read as follows:

L. Roofing Materials. The surface of all roofs of each principal and secondary structure shall not be installed until a proper petition is made and approval received from the Architectural Review Board based upon its determination that such treatments and materials shall not be a detriment to the quality of the neighborhood and is consistent with the roof applications in existence in the neighborhood.

2 ARTICLE IV., ARCHITECTURAL STANDARDS, E., Roof Finishes

Second sentence which reads as follows is added:

“Preexisting shingle roofs are allowable.”

3. The third sentence of the first paragraph of ARTICLE III., Z., Landscape Design, which reads as follows is deleted:

“Such trees however shall not count as for other required oak trees unless located between curb and sidewalk or side landscape areas.”

4. The last paragraph of ARTICLE III., Z., Landscape Design, which reads as follows is deleted:

“Two additional live oak trees minimum trunk diameter of 4 inches measured 36 inches above ground shall be planted in the space between the street and front sidewalk on standard 85-foot frontage and 90-foot frontage lots. Laurel oaks, maple, or other trees are not acceptable. On these standard lots, the oak trees shall be placed approximately fifteen (15) feet from the inside border of the driveway and five feet from the property line opposite to the driveway. Curb Oak trees shall be nearly centered in the space between the curb and sidewalk at six feet from the curb and three feet from the sidewalk. On nonstandard lots such as outer corner lots live oak trees shall be placed approximately ever (sic) 40 feet evenly spaced beginning five feet inward of the lot border opposite the driveway; such lots will likely require a minimum of five oak trees. Other inside corner may require but one live oak tree. On lots in which a street light is located between lots, placement of the oak along the lot border shall be

adjusted so that it is planted fifteen feet away from the street light but the other oak shall remain fifteen feet inward of the inner driveway border. Lots with circular drives shall maintain the same oak tree spacing. On circular drives the two oaks shall be planted in a similar manner with one oak along the lot border and the other fifteen feet inward of the opposite arm of the circular drive. The oak adjacent to the lot border may be adjusted closer to the side property line or even may be placed on the adjacent lot to help keep the tree a minimum of five feet from the driveway's edge. In no case shall both required curbside oaks be placed in the center of the circular drive. These curb oak trees shall remain perpetually on each lot. In the event that any curbside oak trees dies either by disease or neglect, they shall be required to comply with requirements per above. Upon notification by the Association or ARB each homeowner shall have thirty days to replant said oak tree with same requirements of the initial plantings. To maximize the growth rate of curb oaks, two flood bubblers shall be placed on either side of the oak tree approximately one foot from the trunk of the tree. Also, curb oaks shall be fertilized by the Association to ensure rapid growth. Shrubs or flowering plants shall be placed completely surrounding the utility structure in the front easement located on some lots."

5. The third sentence of Article III., II., Sidewalks, which reads as follows is deleted:

“Curb oaks shall be planted between curb and front sidewalk such than oaks are five feet from the curb.”

6. The third sentence of Article III., JJ., Driveways. is added:

“Preexisting cement driveways are allowed but if ever replaced shall be brick pavers.”

7. The second sentence of Article III., L., Roofing Materials. is added:

“Preexisting shingle roofs are allowed but if ever replaced shall be tile provided roof structure can support tile. If roof structure cannot support tile, owner may replace roof with “Architectural grade shingle.”

8. The first sentence of Article IV., E., Roof Finishes. is deleted in its entirety and the following language is inserted in its place and stead:

“Clay tile, cement tile, cedar, slates and architecturally upgraded preexisting asphalt shingles will be allowed (30 year minimum warranty).”

9. The last sentence of Article IV., Residential Restrictions, F., Sprinklers. which reads as follows is deleted:

“To maximize the growth rate of curb oaks, two flood bubblers shall be placed on either side of the oak tree approximately one foot from the trunk of the tree.”

10. Article VII., L., is deleted in its entirety and the following language is inserted in its place and stead:

“The fiscal year of the homeowners association shall be January 1 through December 31 of each year. A budget committee will be appointed in July of each year to determine the estimated budget for that year to be assessed to the homeowners.”

11. Article VII., M., is deleted in its entirety.

12. Declarant declares that all restrictions, reservations, covenants, conditions and easements, as amended hereby and contained herein shall constitute covenants running with the land or equitable servitude upon the land, as the case may be, and shall run perpetually unless terminated as provided herein and shall be binding upon all parties and persons subsequently owning property in said community; and in consideration of receipt and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof. Both the burdens imposed and the benefits shall run with each unit and the interest in common property, if any, is herein defined.

13. 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 as being set forth as follows, to wit:

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed this 8th day of MARCH, 2006.

Norma Levy
NORMA LEVY
(print name)

VICE -
As President of

CASABELLA DEVELOPMENT

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF BREVARD)ss

The foregoing instrument was acknowledged before me this 8th day of MARCH, 2006 by NORMA DALEY LEVY as VICE President of CASABELLA DEVELOPMENT LLC, on behalf of N.L. and produced FLORIDA D.L. as identification and was (was not) duly sworn.

A.M. Johnson
Notary Public – State of Florida
PATRICK JOHNSON

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

