

AMENDMENT TO DECLARATION OF RESTRICTIONS
FOR
ISLE OF MERRITT ESTATES

THESE AMENDMENT'S TO THE DECLARATION OF RESTRICTIONS IS MADE,
CONSENTED TO, AND ENTERED INTO THIS 30TH DAY OF JUNE 2008, BY THE ISLE
OF MERRITT ESTATES

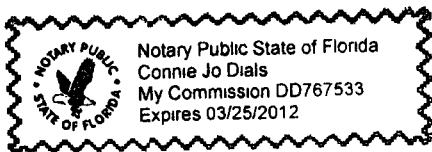
WHEREAS, DEVELOPER EXECUTED THE ISLE OF MERRITT RESTRICTIONS ON
AUGUST 30 2007 RECORDED IN OFFICIAL BOOK 5807 PAGE 8849, PUBLIC
RECORDS OF BREVARD COUNTY, FLORIDA

CHARLES J CRISAFULLI PRESIDENT

ISLE OF MERRITT ESTATES



Connie Jo Dials



ARTICLE III. Subdivision Assessments

Section 3.6 Special Assessments (page 4)

(a) The Association may levy a special assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Association, after the majority ruling of the Association, without concurrence of the Owners. A major repair is Hundred Dollars (\$500.00) and the useful life of which is greater replacement of an existing capital improvement.

(b) The Association may levy a special assessment to pay, in whole or in part, for the maintenance of any unimproved Lots after a written notice. The Association shall notify Owner or Declarant of such Lot, in writing by registered mail, of any such violation and Owner or Declarant of such Lot shall be given 30 days, from the date of the registered mail sent, to perform such maintenance. In the event the Owner or Declarant of such Lot does not perform such maintenance the Association has the right to enter property to cure such violation. Any such assessment shall be reimbursed, by the Owner or Declarant of the unimproved lot, to the Association within 10 business days of such maintenance.

Section 3.9 Damage by Owners. (page 5)

The Owner of a Lot shall be responsible for any expense incurred by the Association to repair or replace common property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents or invitees. Any such expense shall be a part of the Assessment to which the Owner's Lot is subject and shall be due and payable to the Association within 10 business days of such repairs.

Section 3.10: Lakes of Subdivision (ADDENDUM)

Each Lot Owner with lake access, within Lot's property boundaries, shall be responsible for the mowing, cleaning and debris removal of the lawn area adjoining the lake within the Lot boundaries. The Association may levy a special assessment to pay for negligence of maintenance of such lawn area, after a written notice. The Association shall notify Owner or Declarant of such Lot, in writing by registered mail, of such negligence and Owner or Declarant of such Lot shall be given 30 days, from the date of the registered mail sent, to perform such maintenance. In the event the Owner or Declarant of such Lot does not perform such maintenance the Association has the right to enter Lot to cure such violation. Any such assessment shall be reimbursed, by the Owner or Declarant of the Lot with lake access, to the Association within 10 business days of such maintenance.

ARTICLE IV. Owner's Rights

Section 4.3: Maintenance of Unimproved Lots. (page 5)

All Lot Owner's, including, Declarant, of unimproved lots shall be held responsible to maintain their lots clean of unattractive, overgrown vegetation and debris. If any cost of maintenance to Owner and/or Declarant's lots is required by the Association due to neglect the Lot Owner and/or Declarant shall reimburse any such costs to the Association within 10 business days of such maintenance.

ARTICLE V Rights of the Homeowners' Association**Section 5.1: Enforcement Rights. (page 5)**

The Association shall notify Lot Owner, in writing by registered mail, ten (10) business days prior to entry upon any Lot to cure any such violation. If such registered letter is returned to Association and/or denied by Lot Owner, Association shall proceed with entry as stated in such letter.

Section 5.3: Other Assessments. (page 6)

Any amounts owed by the Owner to the Association as the result of the Association's abating or curing violations of these Covenants, or maintaining or repairing Lots or Residences shall be due and payable within 10 days from the date of receipt of a statement.

Section 5.6: Membership and Voting (page 7)**Class B:**

The Class B Member(s) shall be the Declarant and it shall be entitled to One (1) vote for each Lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership.

ARTICLE VI. Rights Reserved by Declarant**Section 6.7: Release of Restriction, Easements. [DELETE entire section]****ARTICLE VI. Rights Reserved by Declarant**

Section 7.2: Miscellaneous Use Restrictions (page 9)**(b) Single Family Residences**

Construction of detached auxiliary buildings, including detached garages, horse stables, workshops, dog houses or storage buildings must meet Brevard County Zoning ordinances and be reviewed by the Association, prior to construction, such buildings shall not be permitted without prior approval of the Association

ARTICLE VI Rights Reserved by Declarant**Section 7.2. Miscellaneous Use Restrictions (page 9)****(c) Minimum Square Feet of Residence.**

] Each primary dwelling built on a Lot shall be a minimum of 2,200 square feet under air with a three (3) car garage, all building plans must be reviewed and pre-approved by the Association

(e) Animals and Pets. (page 10)

In accordance with Brevard County Zoning ordinances, one (1) horse shall be permitted per 2.5 acre Lot. Fencing and any building to be constructed for the boarding of a horse must meet Brevard County Zoning ordinances and be reviewed by the Association, prior to construction, such fencing and building shall not be permitted without prior approval of the Association

(l) Restrictions on Parking Vehicles.**3) Trucks and Non-Passenger Vans – (page 12)**

Trucks rated 1 ton or less, without any advertising or logos, used as the resident's regular or usual form of transportation, and non-passenger vans without any advertising or logos shall be permitted in the subdivision if parked in garages, behind primary home, or in a unobtrusive location on Owner's Lot so as to not devalue the Subdivision. Trucks of more than 1 ton, and other trucks or non-passenger vans with any advertising or logos are not permitted to be parked in the Subdivision unless present solely for the actual and continuous repair or construction of a residence

4) Motorcycles, Golf Carts, Boats, Campers, Trailers - (page 12)

Boats, jet skis, motorcycles, golf carts, campers, and trailers not exceeding eight (8) feet in height measured from the ground, will be permitted in the Subdivision so long as they are parked

in a garage, storage building, or a minimum of 100' behind the primary home in an unobtrusive location, so as to not devalue the Subdivision. All boats and jet skis must be stored on a trailer at all times. Maintenance of lawn areas, surrounding such items, shall be kept well maintained. The keeping of, occupancy of, and noise from, such recreational items in this section must meet all Brevard County Zoning ordinances.

5) Travel Trailers, Motor Coaches, Motor Homes, Mobile Homes- (page 12)

Travel trailers, motor coaches, motor homes. RV's will be permitted in the Subdivision so long as they are parked in a garage, storage building, or a minimum of 100' behind the primary home in an unobtrusive location, so as to not devalue the Subdivision. Maintenance of lawn areas, surrounding such items in this section, shall be kept well maintained. The keeping of, occupancy of, and noise from, such vehicles described in this section must meet all Brevard County Zoning ordinances. Mobile/Manufactured Homes shall not be permitted in the Subdivision at any time.

6) Lawns, Streets – (page 12)

No vehicle shall be parked on any front lawn, front yard, travel area of streets, vacant Lots, or other area not intended for vehicular use. All vehicles must be parked in garages, behind primary home, or in an unobtrusive location on Owner's Lot so as to not devalue the Subdivision.

ARTICLE VIII. Utility Provisions

Section 8.1. Water System (page 14)

No individual water supply system or well shall be permitted on any Lot.

ARTICLE XI. Annexation

Section 11.5: Leases. (page 17)

In addition, all Owners leasing their Lots are required to provide the Association the names, addresses and phone numbers of the Landlord and the Tenant in the event it is necessary to contact either party regarding this declaration.