

THIS DOCUMENT PREPARED BY
AND RETURN TO:
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Melbourne, FL 32901

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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SUMMER BROOK**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of SUMMER BROOK OF MELBOURNE HOMEOWNERS ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER BROOK, recorded in Official Records Book 3296, Page 0026, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER BROOK, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 15th day of MARCH, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article IX, Section 9.1 of the Declaration, as amended, by the affirmative vote of two-thirds (2/3) of the Owners. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 15th day of MARCH, 2017.

Signed, sealed and delivered
in the presence of:

SUMMER BROOKE OF MELBOURNE
HOMEOWNERS ASSOCIATION, INC.

MALINDA MINNICK
(Sign - Witness 1)
MALINDA MINNICK
(Print - Witness 1)

By: Anthony Hatcher
(Sign)
ANTHONY HATCHER
(Print)

Daryl Talley
(Sign - Witness 2)
RICHARD MINNICK
(Print - Witness 2)

President, Summer Brook of Melbourne
Homeowners Association, Inc.

Daryl Talley
(Sign - Witness 1)
MALINDA MINNICK
(Print - Witness 1)

Attest: [Signature]
(Sign)
JOHN POWERS
(Print)

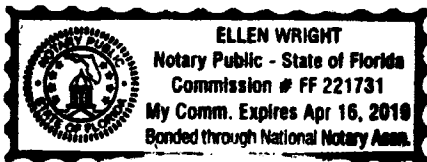
Secretary, Summer Brook of Melbourne
Homeowners Association, Inc.

Daryl Talley
(Sign - Witness 2)
Daryl Talley
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing was acknowledged before me this 15 day of March,
2017, by Anthony Hatcher, as President, and John Powers,
as Secretary, of SUMMER BROOK OF MELBOURNE HOMEOWNERS ASSOCIATION,
INC., a Florida not for profit corporation, on behalf of the corporation, who are personally known
to me or who have produced Drivers License as identification.

NOTARY PUBLIC



Ellen Wright (Sign)
Ellen Wright (Print)

State of Florida, At Large
My Commission Expires:

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER BROOK

The following amendments are made to Article III, Section 3.3, Article III, Section 3.7, Article VII, Sections 7.1(c), 7.1(e), 7.1(g), 7.1(k), and 7.3 and Article IX, Section 9.7 of the DECLARATION OF COVENANTS AND RESTRICTIONS FOR SUMMER BROOK, recorded in Official Records Book 3296, Page 0026, et. seq., of the Public Records of Brevard County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

ARTICLE III
Subdivision Assessments

...

Section 3.3 Assessments.

The Association shall fix the amount of the assessment. The assessments shall be payable in one annual installment on ~~January 1st~~ February 2nd of each year. The Board shall notify the Owners of each Lot of the amount and the date on which the assessments are payable and place of payment. All assessments shall be uniform.

...

Section 3.7 Subordination of Lien to Mortgages.

The lien of any assessment authorized by these covenants shall be subordinate to the lien of any institutional purchase money first mortgage on the Lot. ~~The sale or transfer of any lot pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for assessments which fell due prior to the date of such sale, transfer or foreclosure but not for assessments which fall due after such date.~~ The failure to pay any assessment hereunder shall not constitute a default under any mortgage insured by an agency of the United States of America. A parcel owner's liability for assessments after a mortgage foreclosure sale or after acquiring title to a lot shall be governed by Florida Statutes §720.3085, as it may be amended from time to time.

ARTICLE VII
Use Restrictions and Architectural Control

Section 7.1: Use Restrictions.

...

(c) Except as herein provided, Temporary structures such as trailer, tent, shack, garage, barn or other outbuilding shall not be used on any Lot at any time without the consent of the architectural committee. The Association shall allow for the installation of a shed not larger than 8' x 10' in width and depth, and not taller than 6' in height., so long as the nature, kind, shape, height, materials and location of the shed have been submitted to and approved in writing by the

Board of Directors of the Association or the architectural committee. This shall not apply to the Developer's sales and/or construction trailer.

...

(e) Except as provided elsewhere in this section, No wall or fence shall be erected on any Lot in the subdivision higher than six (6) feet above finished grade and provided, however, that no wall or fence shall be placed or erected within the front building setback lines (including corner lot setback) of any Lot. No chain link fences shall be constructed on any Lot except along rear lot line of the Lots backing onto retention or conservation areas. All wood fences shall be best side out. Fences may be installed on Lots which abut a lake provided that such fencing is not higher than four feet (4') and that the fence material will not obstruct the view of the lake.

...

(g) Boats, campers, Travel trailers, motor homes, mobile homes, and motor coaches and other recreational vehicles shall not be parked in the subdivision except that travel trailers, motor homes, mobile homes, and motor coaches and other recreational vehicles may be parked in the subdivision for a period of time not to exceed six (6) consecutive hours in any one-week period for the purposes of loading/unloading and/or cleaning such recreational vehicles. For purposes of this section a one-week period shall be considered to be from Sunday to Saturday of each week. Boats, campers, travel trailers, motor homes, mobile homes, and motor coaches and other recreational vehicles exceeding six (6) feet in height, measured from the ground, shall only be permitted to be parked in the subdivision overnight only if parked in an enclosed garage or in the rear or side yard of the Lot completely screened by fences, as long as no part of the vessel protrudes above the fence and no part of the vessel can be seen from the street or a neighboring lot.

...

(k) No The installation of solar panels shall be allowed on any roof visible from the road right-of-way upon the prior written approval of the Board of Directors or an architectural committee. Solar panels installed on any portion of a roof facing a road must be installed at least ten feet (10') from the roof eave.

...

Section 7.3: Exterior Paint Colors. The approved exterior colors for dwellings and improvements located within the neighborhood shall be kept in a color chart, which shall be held and available as an official record of the Association. Such color chart shall delineate the colors the various components of dwellings and other improvements must be painted. Unless otherwise specifically approved by the Board of Directors, no deviation from the color chart can transpire, and any deviation will expressly be deemed to be a violation of this Declaration. Nevertheless, upon the approval of the Board of Directors at a duly-called and conducted Board of Directors

meeting, the Board of Directors can opt to change the color chart and the colors that the dwellings and the improvements of the neighborhood can be painted.

ARTICLE IX
General Provisions

Section 9.7: Homeowners' Association Act. This Association shall be governed by the Homeowners' Association Act (Chapter 720 of the Florida Statutes) as same exists on the date hereof, and as same may be amended from time to time.