

This Instrument Prepared by
and Record and Return to:

Timothy F. Pickles, Esq.
Watson, Soileau, DeLeo & Burgett, P.A.
3490 N. U.S. Highway 1
Cocoa, Florida 32926

CFN 2004125153 04-23-2004 02:33 pm
OR Book/Page: 5269 / 0403

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	Serv: 0.00
Trust: 1.50	Rec: 9.00	Excise: 0.00
Int: 0.00		Int Tax: 0.00
Mtg: 0.00		

FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CHASE HAMMOCK LAKES SUBDIVISION

WHEREAS, CHASE HAMMOCK LAKES, L.L.C., a Florida limited liability company (hereinafter referred to as the "Developer"), established CHASE HAMMOCK LAKES SUBDIVISION pursuant to a Declaration of Covenants and Restrictions for Chase Hammock Lakes Subdivision recorded on July 10, 2003 in Official Records Book 4989, Page 3093 Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, Article IX, Section 3 of the Declaration grants the Developer the right to amend the Declaration all or in part so long as Developer owns at least 20% of the lots within the Subdivision.

NOW, THEREFORE, pursuant to Article IX, Section 3 of the Declaration, the Developer hereby amends the Declaration as follows (this instrument being hereinafter referred to as the "First Amendment").

1. Recitals; Defined Term. The recitals set forth hereinabove are true and correct in all respects and are incorporated herein by reference as fully as if set forth herein verbatim. Defined (capitalized) terms utilized in this Second Amendment shall be as set forth and defined in the Declaration unless otherwise expressly defined herein.

2. Article IV, Section 9 - Open Space Management Plan/Brevard County is amended as follows:

Section 9 - Open Space Management Plan/Brevard County

As is provided in the plat, Brevard County shall accept ownership and corresponding maintenance for tract D. Nothing in this Declaration shall be construed to obligate Brevard County to pay any maintenance assessments to the Association as a result of its ownership of tract D. Brevard County shall also be granted a non-exclusive drainage easement on tract E, subject to the permitting requirements of the St. Johns River Water Management District.

3. Full Force and Effect. Except as expressly amended by this First Amendment, the Declaration shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Second Amendment to be executed and delivered this 25 day of March, 2004.

Signed, sealed and delivered
in the presence of:

Print Name: Timothy F. Pickles

Tongal Williams

Print Name: Tongal Williams

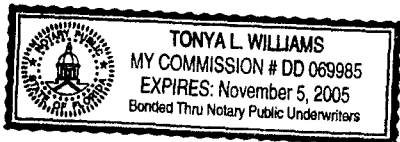
CHASE HAMMOCK LAKES, L.L.C., a
Florida limited liability company

By: Martin Greene
Martin Greene, President

STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this 25 day of March, 2004, before me, an officer duly authorized to take acknowledgments, personally appeared MARTIN GREENE, well known to be the President of CHASE HAMMOCK LAKES, L.L.C., a Florida limited liability company, who acknowledged executing the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under the authority vested in him by the said corporation, and that the seal affixed thereto is the true seal of said corporation. Said person did not take and oath and is personally known to me or has produced _____ as identification.



Tonya L. Williams
Print Name: Tonya L. Williams
Notary Public, State of Florida
Commission No: _____
My Commission expires: _____



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