

Prepared by and Return to:
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Gould Cooksey Fennell, P.A.
979 Beachland Boulevard
Vero Beach, Florida 32963

**CERTIFICATE OF SECOND AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR GARDEN GROVE**

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Garden Grove was recorded in Official Record Book 1686, at Page 634, Public Records of Indian River County, Florida; and

WHEREAS, Section 16.3 of the Amended and Restated Declaration provides that the Amended and Restated Declaration may be amended by the concurrence of not less than a majority of the entire membership of the Board of Directors then serving and not less than a majority of the voting interests of all members of the Association; and

WHEREAS, on December 9, 2009, not less than a majority of the entire membership of the Board of Directors then serving approved the amendments to the Amended and Restated Declaration in the particulars as set forth in Exhibit "A" to this Certificate; and

WHEREAS, at a membership meeting held on December 9, 2009, a majority of the voting interests of the entire membership of the Association voted to approve the amendments to the Amended and Restated Declaration in the particulars as set forth in Exhibit "A" to this Certificate; and

WHEREAS, this Certificate shall be recorded in the Public Records of Indian River County, Florida.

NOW, THEREFORE, the Amended and Restated Declaration shall be amended in the particulars as stated in Exhibit "A" attached hereto; these amendments shall run with the real property known as Garden Grove; and shall be binding on all parties having any right, title or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Amended and Restated Declaration shall remain unchanged and in full force and effect.

EXHIBIT "A"

AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR GARDEN GROVE

As used herein the following shall apply:

- A. Words in text which are lined through (——) indicate deletions from the present text.
 - B. Words in the text which are underlined indicate additions to the present text.
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1. The following shall be added to Section 9, Leasing of Lots and Dwelling Structures:

9.6 Assignment of Rents. If an Owner becomes delinquent in the payment of assessments, or any other payment due to the Association pursuant to the provisions of this Declaration, the Articles of Incorporation and By-laws and the Rules and Regulations of the Association, Owner assigns its right to receive rent pursuant to any lease or occupancy agreement and Owner hereby authorizes the Association to demand and immediately receive payment of all rent or other amounts due or becoming due under the lease or occupancy agreement, up to an amount sufficient to pay all sums due from the Owner to the Association and until Owner's delinquency is fully cured, without the need to appoint a receiver. Owner assigns to the Association the right to take legal action for non-payment of rent, including the right to terminate the lease, and evict tenant and obtain possession of the Dwelling Structure if tenant fails to pay the Association any amounts due. Owner remains liable for all amounts due the Association under this Declaration, the Articles of Incorporation and By-laws and the Rules and Regulations of the Association, and shall be responsible for payment of such amounts if the tenant fails to make the monthly payment to the Association pursuant to this provision of the Declaration. Owner shall remain responsible for any and all costs of collecting assessments or any other payment due to the Association, including costs and attorneys' fees. In the event the form of lease does not contain the foregoing assignment of rent provision, the Association may, at any time, require a separate Assignment of Rents be signed by Owner and tenant as a condition of approval by the Association. This Assignment of Rents is subordinate to the interest of any First Mortgagee or Institutional Mortgagee.

2. The following shall be deleted and added to Section 10, Ownership and Transfer of Ownership of Lots and Dwelling Structures, Section 10.1, Forms of Ownership, Subsection A, General:

There shall be no limitation on the manner in which a Lot may be owned. Inasmuch as Dwelling Structures may be used only for residential purposes, and a corporation cannot occupy such a Dwelling Structure for such use, no corporation may own a Lot or occupy a Dwelling Structure.

This restriction shall not affect Owners currently owning or holding legal title in to Lots in the name of a corporation. However, should any Owner currently owning or holding legal title to Lots in the name of a corporation sell, devise or otherwise transfer ownership or legal title to any Lot(s), said purchaser, devisee, or assignee is not permitted to own or otherwise hold legal title to any other Lot(s) where the title would be vested in the name of a corporation.

3. The following shall be added as a new Section 10.3:

10.3 Restriction on Ownership of Lots. As an express condition of owning a Lot or Lots in the Association, no Owner shall be permitted to own or hold legal title, individually or with another person or persons, to more than two (2) Lots in the Association at any one time hereinafter "the maximum number of allowable Lots").

CERTIFICATE OF ADOPTION OF AMENDMENTS

I HEREBY CERTIFY that the amendments attached to this Certificate have been approved by the votes required by the Amended and Restated Declaration.

DATED this 12 day of April, 2010.

Witnesses:

GARDEN GROVE CLUB, INC.

James A. Silvestri
Print: James A. Silvestri

Janice Morris
Print: Janice Morris

By: Milton Schalois
Print Name: Milton Schalois
Its: President

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on the 12 day of April, 2010, before me personally appeared MILTON SCHALOIS, as PRESIDENT of Garden Grove Club, Inc., who is personally known to or produced N/A as identification and who did not take an oath and who executed the aforesaid Certification as his/her free act and deed as such duly authorized officer; and that the official seal of the Corporation is duly affixed and the instrument is the act and deed of the Corporation.

WITNESS my hand and official seal, in the County of Indian River, State of Florida, the day and year last aforesaid.

Barbara J. Peltier
Notary Public
My Commission expires: 5-23-13
(Seal)



BARBARA J. PELTIER
MY COMMISSION # DD 866643
EXPIRES: May 23, 2013
Bonded Thru Budget Notary Services