

Prepared by and return to:
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Gunster, Yoakley & Stewart, P.A.
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777 South Flagler Drive, Suite 500
West Palm Beach, FL 33401
W.C. #40

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS, AND EASEMENTS FOR PENNOCK PRESERVE**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS FOR PENNOCK PRESERVE (this "Amendment"), is made as of this 16th day of December, 2016, by STANDARD PACIFIC OF FLORIDA, a Florida general partnership ("Developer").

RECITALS:

A. Developer executed that certain Declaration of Covenants, Restrictions and Easements for Pennock Preserve, which was recorded August 20, 2014 in Official Records Book 2736, Page 264, and that certain First Amendment to Declaration of Covenants, Restrictions and Easements for Pennock Preserve, which was recorded March 15, 2016 in Official Records Book 2839, Page 2790, each of the Public Records of Martin County, Florida (collectively, the "Declaration") (all initially capitalized terms used but not otherwise defined herein shall have the meaning ascribed thereto in the Declaration).

B. Section 4.3 of the Declaration provides that, prior to the Turnover Date, Developer may amend the Declaration, at Developer's sole discretion and without the consent of any other party.

C. The Turnover Date has not yet occurred.

D. Developer is the owner of that certain real property lying and being in Martin County, Florida, which is legally described on Exhibit "A" attached hereto (the "Additional Property").

E. Developer wishes to subject the Additional Property to all terms and provisions of the Declaration, and to further amend the Declaration with respect to the maintenance of Street Trees (as hereinafter defined) as more particularly provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Developer does hereby amend the Declaration as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2. Additional Property. Developer does hereby subject the Additional Property to all covenants, conditions, and restrictions contained in the Declaration, which shall hereafter constitute a covenant running with the Additional Property. From and after the date of recording of this Amendment, the property subject to the Declaration shall include the real property legally described in Exhibit 1 to the Declaration as well as the Additional Property.

3. Maintenance of Street Trees. The Declaration is hereby amended to add a new Section 10.10, Maintenance of Street Trees, thereto as follows:

“10.10 Maintenance of Street Trees. All Street Trees (as hereinafter defined) within the Community, including Street Trees located on individual lots, are protected trees that cannot be replaced without the approval of the County and the Association. All Street Trees shall also be maintained in perpetuity by the Association. As used herein, the term “Street Trees” shall mean those trees located adjacent to a platted street within the Community, which trees are more particularly shown on the Pennock Preserve PUD Phases 2 & 3 Martin County, Florida Landscape Plan approved by the County. All Street Trees located on individual lots shall be replaced by the Association, with the approval of the County, as determined by the Association from time to time. The Association shall have the right to enter onto each Lot to maintain and replace the Street Trees. Owners are prohibited from removing the Street Trees located within their individual Lot. Additionally, Owners are prohibited from installing any trees, landscaping or other improvements on their Lot that would interfere with the Association’s right to maintain and replace the Street Trees as described herein.”

4. Full Force and Effect. Except as modified or amended by this Amendment, the terms and provisions of the Declaration are hereby ratified and confirmed.

[Signature page follows]

IN WITNESS WHEREOF, Developer has executed this Amendment, effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

[Signature]
Name: PHILIP DARRING

[Signature]
Name: SIVAN SHACHAR

STANDARD PACIFIC OF FLORIDA, a
Florida general partnership

By: Standard Pacific of Florida GP, Inc., a
Delaware corporation, its general partner

By: [Signature]
Patrick Gonzalez
Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 16 day of December, 2016, by Patrick Gonzalez, as Vice President of Standard Pacific of Florida GP, Inc., a Delaware corporation, the general partner of STANDARD PACIFIC OF FLORIDA, a Florida general partnership, on behalf of the corporation and partnership, and who [X] is personally known to me or [] produced _____ as identification.



(Notary Seal)

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: SIVAN Shachar
My commission expires: 4-10-17

EXHIBIT "A"
Additional Property

All of the Plat of PENNOCK PRESERVE PUD, PHASES 2 & 3, as recorded in Plat Book 17, Page 40, of the Public Records of Martin County, Florida.

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