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RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.

JAN 7 2 30 PM 1982

PAUL F. HARTSFIELD
CLERK OF CIRCUIT COURT

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF DIAMONDHEAD

OR 101561309

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

made this 5th day of January, 1982.

WITNESSETH:

WHEREAS, Diamondhead Partnership did cause to be filed a Declaration of Covenants, Conditions and Restrictions on January 9, 1981, in Official Records Book 982, Page 248 of the Public Records of Leon County, Florida pertaining to the real property known as "Diamondhead" as more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Diamondhead Partnership, and Diamondhead Limited are the owners of the property described in Exhibit "A" attached hereto; and

WHEREAS, pursuant to Article IX, Section 3 of said Declaration of Covenants, Conditions and Restrictions, the same may be amended by an instrument executed by 90% of the owners of the lots in Diamondhead; and

WHEREAS, Diamondhead Partnership and Diamondhead Limited desire to amend the Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, in consideration of the premises Article IV, Section 3 of the Declaration of Covenants, Conditions and Restrictions of Diamondhead is hereby amended in its entirety to read as follows:

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Three Hundred Dollars (\$300.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

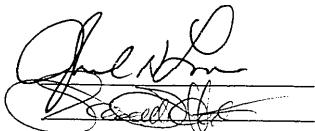
(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

This Instrument Prepared by:
CHARLES A. FRANCIS of
Ervin, Varn, Jacobs, Odum & Kitchen
P. O. Box 1170
Tallahassee, Florida 32302

01015P1310

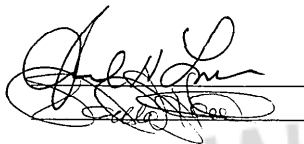
IN WITNESS WHEREOF, the Owners have executed this Amendment to Declaration
the day and year first above written.



DIAMONDHEAD PARTNERSHIP

By: 

KENT C. DEEB -
MANAGING GENERAL PARTNER



DIAMONDHEAD LIMITED

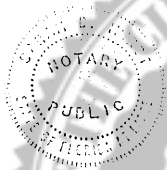
By: DIAMONDHEAD, a General Partnership

By: 

KENT C. DEEB -
MANAGING GENERAL PARTNER

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by KENT C. DEEB as
Managing General Partner of DIAMONDHEAD PARTNERSHIP, on behalf of the
partnership, this 5 day of January, 1982.



NOTARY PUBLIC

8-15-83

My Commission expires:

Notary Public, State of Florida at large

My Commission Expires Aug. 15, 1983

Bonded By American Fire & Casualty Company

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by KENT C. DEEB as
Managing General Partner of DIAMONDHEAD, a General Partnership, for DIAMONDHEAD
LIMITED, this 5 day of January, 1982.



NOTARY PUBLIC

8-15-83

My Commission expires:

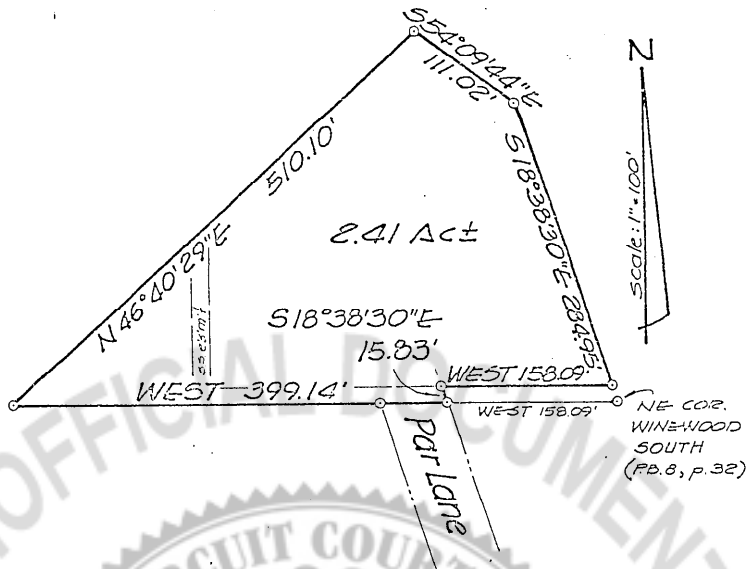
Notary Public, State of Florida at large

My Commission Expires Aug. 15, 1983

Bonded By American Fire & Casualty Company

EXHIBIT "A"

0101501311



I hereby certify that this is a true and accurate representation of the following described property to the best of my knowledge and belief.

The undersigned surveyor has not been provided a current title opinion or abstract of matters affecting title or boundary to the subject property. It is possible there are deeds of record, unrecorded deeds, easements or other instruments which could affect the boundaries.

Commence at the Northeast corner of Winnwood South Unit No. 2, as recorded in Plat Book 8, Page 32 of the Public Records of Leon County, Florida, and run West along the North boundary of said Winnwood South Unit No. 2 a distance of 158.09 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING continue West along said North boundary and a projection thereof a distance of 399.14 feet, thence North 45 degrees 40 minutes 29 seconds East along the boundary of Winnwood Golf Course 510.10 feet, thence South 54 degrees 09 minutes 44 seconds East along said boundary 111.02 feet, thence South 13 degrees 38 minutes 30 seconds East along said boundary 284.95 feet, thence West along a line 15 feet North of and parallel with said North boundary of Winnwood South Unit No. 2 a distance of 158.09 feet, thence South 13 degrees 38 minutes 30 seconds East 15.83 feet to the POINT OF BEGINNING; containing 2.41 acres, more or less.

The foregoing described property being subject to a sanitary sewer easement.

NOTEBOOK

JOB NO.

FSR NO.

76-122

9236

APPROVED
and
SIGNED

REGISTERED LAND SURVEYOR
FLORIDA REG. NO. 2773

Date: 12-20

SHEET

1 OF 1