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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

R1015PG1309

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, Odem & Kitchen  
P. O. Box 1170  
Tallahassee, Florida 32302

R101501310

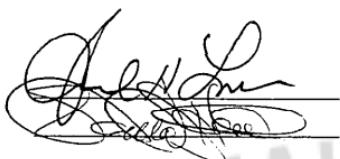
IN WITNESS WHEREOF, the Owners have executed this Amendment to Declaration  
the day and year first above written.



DIAMONDHEAD PARTNERSHIP

By:

KENT C. DEEB -  
MANAGING GENERAL PARTNER



DIAMONDHEAD LIMITED

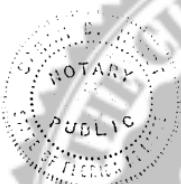
By: DIAMONDHEAD, a General Partnership

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 et al.  
My Commission Expires Aug. 15, 1983  
Banded By American Fife & Drum Co. Inc.

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

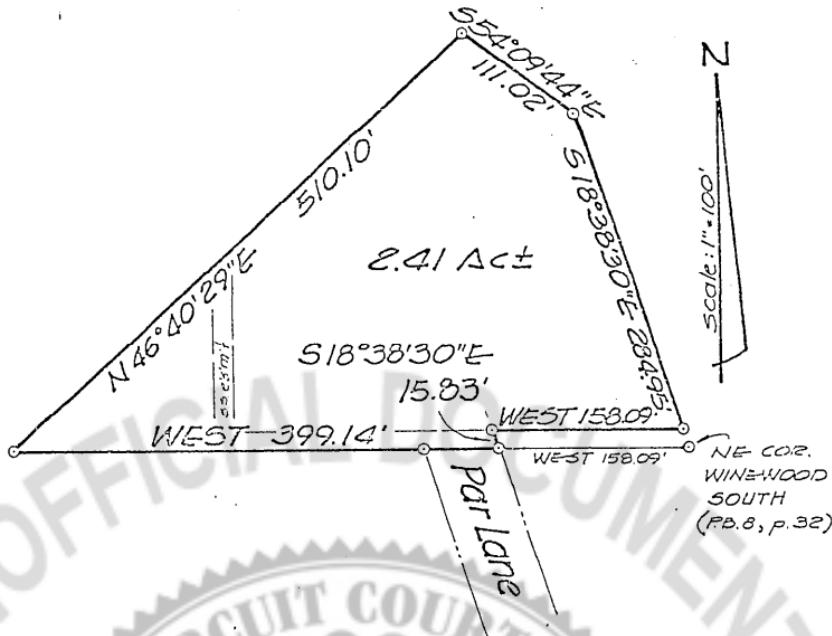
8-15-83

My Commission expires:

Notary Public, State of Florida et al.  
My Commission Expires Aug. 15, 1983  
Banded By American Fife & Drum Co. Inc.

R1015P1311

EXHIBIT "A"



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 Winwood 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 Winwood 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 46 degrees 40 minutes 29 seconds East along the boundary of Winwood Golf Course 510.10 feet, thence South 54 degrees 09 minutes 44 seconds East along said boundary 111.02 feet, thence South 18 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 Winwood South Unit No. 2 a distance of 158.09 feet, thence South 18 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	76-122	APPROVED and SIGNED	REGISTERED LAND SURVEYOR	SHEET
JOB NO.	9236		FLORIDA REG. NO. 2273	1 OF 1
PSR NO.		Date: 12-14-85		