

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF DIAMONDHEAD, AN UNRECORDED SUBDIVISION

THIS Amendment to Declaration of Covenants, Conditions and Restrictions is made this 24th day of June, 1987, by the undersigned Lot Owners.

WITNESSETH:

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

WHEREAS, Article IX, Section 3 of the Declaration provides that the Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners provided any such amendment is recorded; and

WHEREAS, the undersigned Lot Owners, who comprise more than ninety percent (90%) of the Lot Owners in Diamondhead, desire to amend the Declaration,

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the Declaration is hereby amended as follows:

FIRST. Section 11 is added to Article IV of the Declaration as follows:

Article IV

Covenant for Maintenance Assessments

Section 11. Upon the affirmative vote of ninety percent (90%) of the Lot Owners, the Association shall have the authority to take each of the following actions:

PREPARED BY RICHARD M. POWERS, P.A.
Barnett Bank Building, Suite 701
315 S. Calhoun Street
Tallahassee, Florida 32301

829661

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY, FLA.
JUN 24 10 19 AM '87
CLERK OF CIRCUIT COURT

(a) To purchase in its name the seven (7) unimproved lots in Diamondhead known as the circle lots and also known as Lots 23 through 29 which are more particularly described in Exhibit B attached hereto. If said lots are purchased by the Association, maintenance expenses, including but not limited to taxes, insurance and expenses of upkeep, shall be part of the annual assessment;

(b) To assess each lot owner an amount equal to 4.55% of the purchase price and closing costs for said lots. Any assessment shall be due and payable upon closing on said lots, and no additional meeting of the lot owners shall be necessary for the purpose of any such assessment. Any assessment hereunder shall be a charge and lien upon each owner's lot and a personal obligation of each lot owner in the same manner and to the same extent as any other annual or special assessment;

(c) To improve any or all of said lots for the purpose of promoting the recreation, health, safety and welfare of the lot owners;

(d) To levy an annual or special assessment for the purpose of making any improvement to said lots as authorized in Subsection 11(c) hereinabove;

(e) To convey, transfer or encumber said lots or any of them; and

(f) To levy an annual or special assessment for the purpose of reducing or satisfying any debt secured by a mortgage or other encumbrance on said lots or any of them.

SECOND. Article V of the Declaration is deleted and new Article V is added as follows:

Article V

Architectural Control

Section 1. No three (3) bedroom residential improvement shall be commenced or erected upon the

Properties which has less than sixteen hundred (1600) heated square feet.

Section 2. No two (2) bedroom residential improvement shall be commenced or erected upon the Properties which has less than fifteen hundred (1500) heated square feet.

Section 3. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, location and square footage of the same shall have been approved in writing by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board as to harmony of external design, location in relation to surrounding structures and topography, and conformance with Section 1 or Section 2 of this Article. Except with respect to the minimum square footage requirement of Section 1 and Section 2 of this Article which cannot be changed except by amendment of the Declaration, in the event the Board, or its designated committee, fails to approve or disapprove within thirty (30) days plans and specifications which have been submitted to it, approval under this Article will not be required.

THIRD: The undersigned, who comprise more than ninety percent (90%) of the Lot Owners, hereby vote to purchase Lots 23 through 29 in Diamondhead in the name of the Association pursuant to Article IV, Subsection 11(a) hereinabove for the price of \$30,000.00 plus closing costs. The undersigned also hereby vote to assess each lot owner 4.55% of the purchase price and closing costs for said lots pursuant to Article IV, Subsection 11(b) hereinabove.

FOURTH: Any provision of the Declaration which is in conflict with any of the provisions contained hereinabove shall not be enforceable to the extent that enforcement would prevent any action taken pursuant to paragraphs First through Third hereinabove.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

Signed in the presence of:

Lois Castello
Witness as to Lot Owner

Joseph Bufkin
As to Lots 10 through 29

Kathie Bean
Witness as to Lot Owner

Lois Castello
Witness as to Lot Owner

Randall A. Holland
As to Lot

Kathie Bean
Witness as to Lot Owner

Kathie Bean
Witness as to Lot Owner

Joe Castello
As to Lot 9

Lois Castello
Witness as to Lot Owner

Lois Castello
As to Lot 9

Witness as to Lot Owner

Bill Price
As to Lot

Witness as to Lot Owner

Shirley Price
As to Lot

Witness as to Lot Owner

KAIZER TALIB
As to Lot

012681051

Witness as to Lot Owner

Lois Castello
Witness as to Lot Owner
Kathie Boan
Witness as to Lot Owner

JOANN NEW
As to Lot 3

Lois Castello
Witness as to Lot Owner
Kathie Boan
Witness as to Lot Owner

SANDI WALTERS
As to Lot 8

JOHN BOAN
Witness as to Lot Owner

JOHN BOAN
As to Lot 4

Lois Castello
Witness as to Lot Owner

KATHIE BOAN
As to Lot 4

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared JOSEPH BUFKIN, RANDALL A. HOLLAND, JOE CASTELLO, LOIS CASTELLO, ~~RENE PEREZ~~, ~~SHARON PEREZ~~, ~~MARK PEREZ~~, JOANN NEW, SANDI WALTERS, JOHN BOAN, and KATHIE BOAN, to me well known and known to me to be the individuals described in and who executed the foregoing and acknowledged to and before me that they executed same for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of June, 1987, in the State and County aforesaid.



Notary Public
My Commission Expires

Notary Public, State of Florida
My Commission Expires Sept. 29, 1987
Renewed From Law Firm - Lawrence, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand
and seal the day and year first above written.

001268 1052

Signed in the presence of:

J. Ann Peltorck
Witness as to Lot Owner

Dennis Valente
DENNIS VALENTE
As to Lot 1

Debra L. Mass
Witness as to Lot Owner

Terry Valente
TERRI VALENTE
As to Lot 1

STATE OF FLORIDA
COUNTY OF Pasco

Before me personally appeared DENNIS VALENTE and
TERRI VALENTE, to me well known and known to me to be the
individuals described in and who executed the foregoing and
acknowledged to and before me that they executed same for
the purposes therein expressed.

WITNESS my hand and official seal this 19th day
of June, 1987, in the State and County
aforesaid.



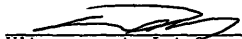
(NOTARIAL SEAL)


Debra L. Mass
Notary Public
My Commission Expires June 20, 1991
My Commission Expires June 20, 1991
Bureau of Notary Public, State of Florida

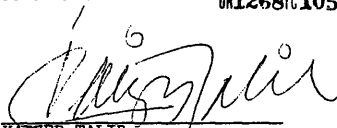
IN WITNESS WHEREOF, I have hereunto set my hand
and seal the day and year first above written.

DR1268FC1053

Signed in the presence of:


Witness as to Lot Owner


Witness as to Lot Owner


KAIZER TALIB
As to Lot 7

STATE OF FLORIDA
COUNTY OF LEON

Before me personally appeared KAIZER TALIB, to me
well known and known to me to be the individual described in
and who executed the foregoing and acknowledged to and
before me that he executed same for the purposes therein
expressed.

WITNESS my hand and official seal this 24th day
of June, 1987, in the State and County aforesaid.




Notary Public
My Commission Expires Sept. 29, 1987
My Commission Expires Sept. 29, 1987
Bonded thru Troy Fair Insurance, Inc.