

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

82964

(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:

Luis Castello  
Witness as to Lot Owner

Joseph B. De  
JOSEPH BURKIN  
As to Lots 10 through 29

Kathleen Boan  
Witness as to Lot Owner

Luis Castello  
Witness as to Lot Owner

Randall A. Holland  
RANDALL A. HOLLAND  
As to Lot 6

Kathleen Boan  
Witness as to Lot Owner

Joe Castello  
JOE CASTELLO  
As to Lot 9

Kathleen Boan  
Witness as to Lot Owner

Luis Castello  
LOIS CASTELLO  
As to Lot 9

Joseph B. De  
Witness as to Lot Owner

BILL PRICE  
BILL PRICE  
As to Lot \_\_\_\_\_

Shirley Price  
Witness as to Lot Owner

SHIRLEY PRICE  
SHIRLEY PRICE  
As to Lot \_\_\_\_\_

Witness as to Lot Owner

KAIZER TALIB  
As to Lot \_\_\_\_\_

0126801051

Witness as to Lot Owner

*Lois Castello*  
Witness as to Lot Owner

*Joann New*  
JOANN NEW  
As to Lot 3

*Kathie Boan*  
Witness as to Lot Owner

*Lois Castello*  
Witness as to Lot Owner

*Sandi Walters*  
SANDI WALTERS  
As to Lot 8

*Kathie Boan*  
Witness as to Lot Owner

*John Boan*  
Witness as to Lot Owner

*John Boan*  
JOHN BOAN  
As to Lot 4

*Lois Castello*  
Witness as to Lot Owner

*Kathie Boan*  
KATHIE BOAN  
As to Lot 4

STATE OF FLORIDA  
COUNTY OF LEON

Before me personally appeared JOSEPH BURKIN, RANDALL A. HOLLAND, JOE CASTELLO, LOIS CASTELLO, KAIZER TALIB, 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  
Ranged There Low John Insurance, Inc.

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

03126861052

Signed in the presence of:

*John Holler* *Dennis Valente*  
Witness as to Lot Owner DENNIS VALENTE  
As to Lot 1

Debra L. Moss  
Witness as to Lot Owner

DENNIS VALENTE  
As to Lot /

TERRI VALENTE  
As to Lot

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.)

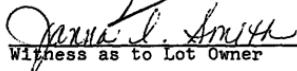
Debra L. Moss  
Notary Public  
My Commission Expires: RENEWAL  
My Commission Expires June 20, 1997  
My Commission Expires June 20, 1997

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

0126801053

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 24 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 Title Tray Fee - Insurance, Inc.