

FIRST AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR WESTERN VIEW

OR1404PC0451

This First Amendment to Declaration of Covenants and Restrictions made this 30 day of September, 1989, by WESTERN VIEW PARTNERSHIP, a Florida general partnership, 2810 Remington Green Circle, Tallahassee, Florida 32308, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant did on August 8, 1989, execute the Declaration of Covenants and Restrictions for Western View (Declaration), which Declaration was recorded on August 9, 1989, in Official Records Book 1388, Page 2385 of the Public Records of Leon County, Florida; and

Whereas, Declarant has found it necessary to amend the Declaration in order to qualify the development for HUD/VA financing.

NOW THEREFORE, in consideration of the premises, the Declaration is hereby amended as follows:

1. ARTICLE X, Section 2 is amended in its entirety to read as follows:

Section 2. Title to Common Areas. The Declarant may retain the legal title to the common areas until such time as he has completed improvements thereon, notwithstanding any provision herein, Declarant hereby covenants, for himself, his successors and assigns, that he shall convey title to the common areas free and to the Association free and clear of any encumbrance not later than the 1st day of January, 1991, but in any event prior to HUD insuring any mortgage on a Lot within the Properties. Other than the conveyance to the Association as herein provided, no portion of the Common Area shall be mortgaged or transferred without the consent of two-thirds (2/3) of the Lot Owners, excluding Declarant.

2. ARTICLE XIII is amended in its entirety to read as follows:

ARTICLE XIII. ENFORCEMENT.

All covenants contained in this Declaration concerning may be enforced by the Association, Declarant or any owner in any judicial proceeding seeking any remedy provided herein or recognizable at law or in equity, including damages, injunction, or any other appropriate form of relief against any person violating any covenant, restriction or provision hereunder. The failure by the Association, Declarant or any Owner to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of the same or of the right of such party to thereafter enforce the same. The party bringing any such action to enforce the covenants, restrictions or provisions hereof shall, if said party prevails be entitled to all costs thereof, including, but not limited to reasonable attorneys' fees. No liability shall attach to Declarant for the failure to enforce the terms of this Declaration.

Prepared by:
CHARLES A. FRANCIS
Francis & Sweet
1114 North Gadsden
Tallahassee, Florida 32303

RECORDED IN THE PUBLIC
RECORDS OF LEON CO. FLA.
NOV 9 9 19 AM '89
CLERK OF CIRCUIT COURT
TALLAHASSEE, FLA.

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3. ARTICLE XVI is amended in its entirety to read as follows:

ARTICLE XVI. AMENDMENTS.

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Except as provided in Section 3 of this paragraph after termination of Class B membership in the Association, this Declaration may be amended (i) by the consent of the owners of two-thirds (2/3) of all lots together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the owners may be evidenced by a writing signed by the required number of owners or by the affirmative vote of the required number of owners at any regular or special meeting of the Association called and held in accordance with the Bylaws, and evidenced by a certificate of the Secretary or an assistant secretary of the corporation. However, and notwithstanding the foregoing, until Declarant's Class B membership is terminated, Declarant may waive or grant a variance from any of the covenants and restrictions, other than those regarding payment of assessments, as to any lot, including set back restrictions, if the Declarant, in its sole judgment, determines such variance to be a minor or insubstantial violation. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Architectural Control Committee.

4. ARTICLE XVIII is hereby amended by adding Section 7. to read as follows:

Section 7. HUD/VA APPROVAL. So long as there is a Class "B" membership in the Association, the following actions by the will require the prior approval of the Department of Housing and Urban Development or the Veterans Administration to the extent that either of such entities have insured a mortgage loan encumbering any lot within the properties: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

IN WITNESS WHEREOF, this instrument has been executed by Declarant the day and year first above written.

WESTERN VIEW PARTNERSHIP,
a Florida general partnership

K. S. D.
WITNESS AS TO BOTH PARTNERS

BY: [Signature]
MARK A. CONNER - PARTNER

[Signature]
WITNESS AS TO BOTH PARTNERS

BY: [Signature]
WAYNE EDWARDS - PARTNER

STATE OF FLORIDA
COUNTY OF LEON

OR1404PC0453

30 The foregoing instrument was acknowledged before me this day of September, 1989, by MARK A. CONNER and WAYNE EDWARDS, as General Partners of WESTERN VIEW PARTNERSHIP, a Florida general partnership, on behalf of said partnership.

James L. Dickman

NOTARY PUBLIC
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA,
My commission expires: APRIL 6, 1993.
CONCEDE Y TENDI NOTARY PUBLIC UNDERWRITERS.

