

SECOND AMENDMENT OF PASEDNA HILLS
DECLARATION OF COVENANTS AND RESTRICTIONS

DR1455FC 0149

Pursuant to Article IV of the Pasendena Hills Declaration of Covenants and Restrictions recorded in official records book 1368 at page 1930 of the Public Records of Leon County, Florida and Amendment of Pasendena Hills Covenants and Restrictions recorded in Official Records Book 1443 at Page 1002 of the Public Records of Leon County, Florida, the developer adopts the following Second Amendment to Pasenda Hills Declaration of Covenants and Restrictions:

ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION

Section 2. Additional Property. This section ¹ be deleted.

ARTICLE II
DEFINITIONS

Section 1(c) shall read as follows: "Common Property" shall mean and refer to any real property, easements or facilities which the Association owns or maintains for the common use and enjoyment of the owners.

ARTICLE III
GENERAL PROVISIONS

Section 1. Duration. This section shall read as follows: The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of 20 years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty year period by an instrument signed by not less than 90 percent of the lot owners, and thereafter by an instrument signed by not less than

RECORDED IN THE PUBLIC
RECORDS OF LEON COUNTY, FLA.
SEP 13 11 15 AM '88
DAVID F. HARTSEFIELD
CLERK OF CIRCUIT COURT

1026302

75% of the lot owners. Any amendment must be recorded. **UN 1455 PGC 0150**

ARTICLE IV
AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS

This article shall be deleted.

VI
ARCHITECTURAL CONTROL

The following paragraph shall be added: The Developer's authority to appoint members to the architectural control committee shall cease when Class B membership ceases or converts to Class A membership.

ARTICLE XXVII
ASSOCIATION

Section 1. Formation and Purposes. Paragraph 2, 3 and 4 shall be deleted.

Section 3. Voting Rights. The following shall be substituted Section 3. The Association shall have two classes of voting membership: Class A. Class A member shall be all owners with the exception of the Declarant, and shall be entitled to one vote for each lot owner. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. Class B shall be the declarant who shall be entitled to three votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events whichever occurs earlier: (A) When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or (B) On January 1, 1995.

Section 5. Purpose of Assessments. The following shall be deleted from Section V: "In addition to the purposes mentioned above, the assessment shall also be used for the purpose of constructing, repairing, maintaining and improving all roads and road rights of way, streets, thoroughfares and easements now or hereafter situated upon the property serving any portion of the property or the common properties, including cost of all labor, material, equipment, management, supervision, supplies, equipment rental or other matters relating to such repair, maintenance, improvement and construction.

Section 6. Annual Assessments. The following shall be substituted for Section 6. The initial annual assessment commencing with the calendar year 1989 shall be \$100.00 per lot and shall be due and payable upon conveyance of property by the developer. The first annual assessment for the initial purchaser shall be prorated as of the date of closing. Each annual assessment thereafter shall be due and payable on the 1st day of January. The annual assessment may be increased by the Board not to exceed 5% over the assessment of the previous year without a vote of the membership. The Board shall provide written notice of any change in the amount or due date of the assessment at least 30 days in advance of such due date.

Section 8. Change in Maximum Annual Assessment Increase. This Section shall be deleted.

Section 9. Quorum. Written notice of any meeting called for the purpose of taking any action authorized under Section 6 and 7 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such

meeting called, the presence of members or of proxies entitled to cast 60 percent of all the votes of each class of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

IN WITNESS WHEREOF, the Developer has executed this instrument this 13th day of August, 1990.

Signed, sealed and delivered in our presence as witnesses:

Annie R. Hill
Shelly Moore

DEER POINTE OF TALLAHASSEE LTD., by DEER POINTE OF TALLAHASSEE, INC., general partner,

BY: Catherine Mayfield
CATHERINE MAYFIELD,
Its President

STATE OF FLORIDA
COUNTY OF LEON

THE FOREGOING instrument was acknowledged to and before me by CATHERINE MAYFIELD, as President of Deer Pointe of Tallahassee, Inc., general partner of Deer Pointe of Tallahassee, Ltd. this 13th day of August, 1990.

Annie R. Hill
NOTARY PUBLIC
Notary Public, State of Florida
My Commission Expires Nov. 13, 1990
Banded thru Tary, Fair Insurance Inc.
STATE OF FLORIDA