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DAVE LANG
CLERK CIRCUIT COURT
LEON COUNTY, FLORIDA

**SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR HEARTWOOD HILLS SUBDIVISION**

THIS AMENDMENT is made and entered into this 9th day of January, 1997, by Charles J. Bradshaw; Frank B. Bradshaw, III and Robert W. Bradshaw, as co-executors of the Estate of Frank B. Bradshaw, Jr.; and Ann B. Portlock, the beneficiaries of the Charles H. Bradshaw Revocable Living Trust, dated July 15, 1971 as amended and restated February 26, 1982, which trust was terminated August 1, 1994; James K. Dobbs, Jr. and John Hull Dobbs, as Trustees for James K. Dobbs, Jr.; John Hull Dobbs and Stephen C. O'Connell the owners and developers of HEARTWOOD HILLS SUBDIVISION, UNIT ONE, a subdivision in Leon County, Florida, recorded in Plat Book 10, at Page 8 in the Public Records of Leon County, Florida. The Declaration of Protective Covenants and Restrictions ("Restrictive Covenants") amended herein is recorded in Official Records Book 1346, at Page 0899 of the Public Records of Leon County, Florida.

W I T N E S S E T H:

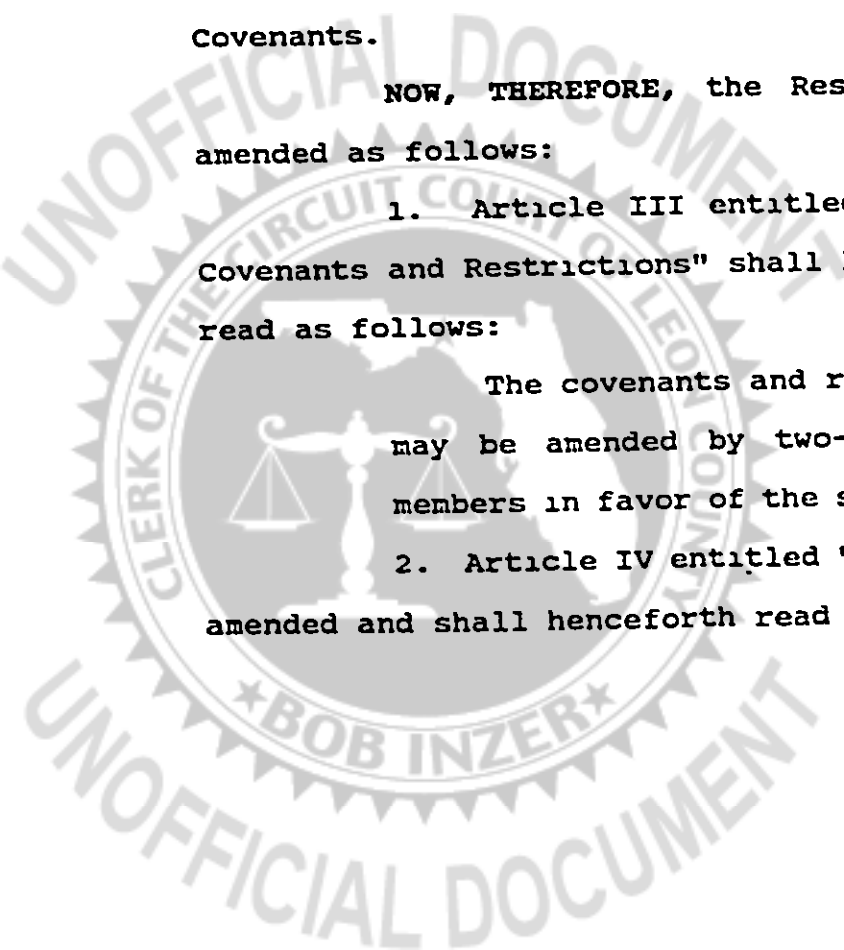
Pursuant to Article III of the Restrictive Covenants entitled "Amendment of Declaration of Covenants and Restrictions", the developers have retained the right to amend the Restrictive Covenants.

NOW, THEREFORE, the Restrictive Covenants are hereby amended as follows:

1. Article III entitled "Amendment of Declaration of Covenants and Restrictions" shall be amended and shall henceforth read as follows:

The covenants and restrictions of this Declaration may be amended by two-thirds vote of each class of members in favor of the subject amendment or amendments.

2. Article IV entitled "Architectural Control" shall be amended and shall henceforth read as follows:



ARCHITECTURAL CONTROL COMMITTEE

Section 1. Membership: The Architectural Control Committee ("Committee") shall be composed of five members of the Heartwood Hills Homeowners Association ("Association") appointed by the Board of Directors. On the resignation or termination for any reason of a member of the Committee, the Board of Directors shall promptly appoint a replacement, and until such appointment has been made, the remaining members shall exercise the duties and responsibilities of the Committee.

Section 2. Purpose: No building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure, shall be commenced, erected, placed or maintained upon any portion of any lot unless and until the plans and specifications therefore shall have been approved in writing by the Committee in its sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

Section 3. Approval Procedures: Any approval requested of the Committee shall be requested in writing and shall be submitted to the Committee at the principal office of the Association. Such request must include house plans, a plot plan, including a detailed plan for controlling sedimentation during construction. If the Committee feels the plans are insufficient, it shall notify the applicant within ten days that no action will be taken until the insufficiency is corrected. In the event the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after the submittal of the plans in a form acceptable to the Committee, approval shall be deemed to have been given.

Within ten (10) days after completion of construction of any improvement within Heartwood Hills Subdivision Unit One ("Subdivision") the owner, builder or other agent for the owner, shall give written notice to the Committee that the improvement is complete and ready for inspection. Within ten (10) days after

receipt of such notice, at least two members of the Committee shall inspect the improvement and shall notify the owner in writing as to any defects or deficiencies which are found. This response from the Committee shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The owner shall be given a reasonable period within which to correct such deficiencies. After being given a reasonable opportunity to do so, the Committee shall make such recommendations to the Board of Directors as it deems necessary for enforcing compliance with the approved plans and specifications. In the event the Committee fails to inspect the improvement and notify the owner in writing as to the defects within twenty (20) days after notice of completion, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 4. Appeals: A disapproval by the Committee may be appealed to the Board of Directors. A written appeal must be filed within ten (10) days from the date of the notice of disapproval. The Board of Directors shall render a decision on the appeal within twenty (20) days of receipt of the appeal.

Section 5. Administration: The Committee shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration, including, but not limited to, construction and development standards as may be deemed necessary by the Committee to insure a quality development and to insure preservation of the aesthetic qualities of the subdivision. In addition, the Committee shall have the authority to set standards for the control of sedimentation and run-off during the clearing and construction of any improvements on lots within the subdivision. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to, a specific site plan; floor plans with elevations; accessory structures and features, including pool, deck plans, screen enclosures, mailboxes, fences and other pertinent structures; driveway and sidewalk locations; specific grading and

clearing with sedimentation and run-off control; and all exterior surfaces and exterior materials to be used.

3. The second sentence of Article VII, Section 4.d. shall be amended and shall henceforth read as follows:

The presence in person or proxy of thirty percent (30%) of the votes entitled to be cast by the membership shall constitute a quorum at any meeting of the membership.

4. Article VII, Section 5 entitled "Dues and Assessments" shall be amended and shall henceforth read as follows:

Section 5. Assessments

a. Creation of Lien and Owner's Obligation: Each owner of a lot within the subdivision by acceptance of a Deed to the lot, whether or not it is expressed in the Deed or other conveyance, covenants and agrees to pay the Association, its successors and assigns, annual assessments and special assessments to be fixed, established and collected from time to time as provided for in these restrictions. The annual and special assessments, together with such interest thereon, and costs of collection as provided for herein, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest and cost of collection as herein provided shall also be a perpetual obligation of the person which is the record owner of the lot at the time when the assessment becomes due.

b. Purpose of Assessment: The assessments levied by the Association shall generally be used for the purpose of promoting the recreation, health, safety and welfare of the residents of the subdivision and in order for the Association to comply with its purpose as provided in Article VII, Section 1. More specifically, the assessments shall be used to pay for meetings,

administrative matters and for the improvement and maintenance of any common areas within the subdivision, including but not limited to, the payment of taxes, insurance and repairs

c. Annual Assessments: The annual assessments per lot shall be \$25.00. The annual assessment may only be increased or decreased by the Board once per year. The annual assessment shall not be increased by more than ten percent (10%) per year per lot unless approval is obtained by the members of the Association in accordance with subsection d. below.

d. Change in Maximum Annual Assessments: The Association may change the maximum amount of the annual assessments fixed by subsection c. above prospectively for any annual period, provided that any such change shall be approved by the Class B membership and two-thirds (2/3) of the votes of Class A members who are voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

e. Special Assessments: In addition to the annual assessments authorized by subsection c. above, the Association may levy in any assessment year, a special assessment, applicable to that year only. The special assessment shall be for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or maintenance of any improvement on any common areas, including any necessary fixtures and personal property relating thereto, and any extraordinary expense of operation or maintenance, provided that any such assessment shall have the consent of the Class B membership and a majority of the votes of Class A members who are voting in person or by proxy at

a meeting duly called for this purpose. Written notice of a meeting to determine special Assessments shall be sent to all members at least thirty (30) days in advance of the meeting. The notice shall set forth the purpose of the meeting.

f. Quorum: The quorum required for any action authorized by subsections d. and e. above shall be thirty percent (30%) of the total voting interests of the membership.

g. Effect of Nonpayment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the date that such assessment is due as determined by the Board shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessment provided for herein by abandonment of his lot.

h. Subordination of Assessment Lien: The assessment liens provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of a lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to the payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

5. The remaining provisions of the Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned being the owners and subdividers of the lands described herein have hereunto set their hands and seals hereto this 9th day of JANUARY 1997.

Signed, sealed and delivered in the presence of:

Mary Louise Marrett
Witness - Mary Louise Marrett

Shannon Kelley Lindsey
Witness - Shannon Kelley Lindsey

Charles J. Bradshaw; Frank B. Bradshaw, III and Robert W. Bradshaw, as co-executors of the Estate of Frank B. Bradshaw, Jr.; Ann B. Portlock, the sole beneficiaries of the Charles H. Bradshaw Revocable Living Trust dated July 15, 1971 as amended and restated February 26, 1982, which trust was terminated August 1, 1994; James K. Dobbs, Jr. and John Hull Dobbs, as Trustees for James K. Dobbs, Jr.; James Hull Dobbs and Stephen C. O'Connell

By

Stephen C. O'Connell

Stephen C. O'Connell

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged this 9th day of JANUARY, 1997, by STEPHEN C. O'CONNELL, as attorney-in-fact. He is personally known to me or who has produced DRIVERS LICENSE as identification and who did not take an oath.



Shannon Kelley Lindsey
NOTARY PUBLIC
Print Name Shannon Kelley Lindsey
My Commission Expires:

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