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OFFICIAL RECORDS
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LT1-2-2009049397-1



LT2-2684-655-7

09/15/2009 8:43AM # Pages 7
Filed & Recorded in Official Records of
HERNANDO COUNTY CLERK OF COURT
KAREN NICOLAI

This instrument was prepared by:
Charles S. Liberis, Esquire
Liberis & Associates, P.A.
212 W. Intendencia Street
Pensacola, FL 32502
(850)438-9647
Our File No.: 65-01-01

R-ENV

**SECOND AMENDMENT TO
DECLARATION OF MASTER COVENANTS, CONDITIONS AND RESTRICTIONS
FOR HERNANDO OAKS, A RESIDENTIAL GOLF COMMUNITY**

THIS SECOND AMENDMENT TO DECLARATION OF MASTER COVENANTS
CONDITIONS AND RESTRICTIONS (this "Amendment") is made this 12 day of September,
2009, by Hernando Oaks II, LLP, a Florida limited liability partnership, as the successor to
HERNANDO OAKS LLC, a Florida limited liability company, (the "Developer").

RECITALS

WHEREAS, the Declaration of Master Covenants, Conditions and Restrictions (the
"Declaration") dated September 19, 2002 has been recorded in the Official Records of Hernando
County, Florida, in Book 1573 at Page 1432; and

WHEREAS, Developer has the right to amend certain provisions of the Declaration
pursuant to Article XVIII, Section 16 of the Declaration;

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

1. Article X of the Declaration is hereby deleted in its entirety and replaced with the
following:

**ARTICLE X
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION;
BOARD OF DIRECTORS OF THE MASTER ASSOCIATION**

Section 1. **Membership.** Each Owner shall be a member of the Master Association,
subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and
Regulations, and this Declaration. The forgoing does not include persons or entities who hold a
leasehold interest or interest merely as security for the performance of an obligation. Ownership
shall be the sole qualification for membership. When any Owner of record is two or more
persons or other legal entities, all such persons or entities shall be members, but multiple
ownership shall not result in additional voting rights. An Owner of more than one Lot or
Dwelling Unit shall be entitled to one membership for each Lot or Dwelling Unit owned. An
Owner of a Parcel shall be entitled to one membership for each Dwelling Unit that may be
constructed on the Parcel in accordance with the HERNANDO OAKS Documents. Membership

shall be appurtenant to, and may not be separated from any ownership, which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Dwelling Unit, or Parcel. The Developer shall also be a member so long as it owns one or more Lots, Dwelling Units, or Parcels.

Section 2. **Voting Rights.** The Association shall have two (2) classes of voting membership:

A. **Class A.** So long as there is Class B Membership, Class A Members are all Owners except the Developer. Class A Members are entitled to one (1) vote each, except as herein provided regarding the Developer. Upon termination of Class B Membership, Class A Members are all Owners, including Developer so long as Developer is an Owner.

B. **Class B.** The Class B Member is Developer who is entitled to three (3) votes for each Developer-owned Lot, Dwelling Unit or parcel existing or ultimately planned or proposed for development within all phases of the Project. The provisions of Article VII, Section 5 of the Declaration exempting portions of the Property owned by the Developer from the Assessments do not affect the calculation of the Class B Member's voting rights under this paragraph. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots, Dwelling Units or Parcels ultimately planned for development within all phases of the Project have been conveyed to Owners other than Developer, Builders and Developer's designated successors and assigns; (ii) twenty (20) years from the recording date of this Declaration; or (iii) the effective date of the Developer's written waiver of the Class B voting rights.

Section 3. **Voter Representative.** In the event that a member's Lot or Dwelling Unit is represented by a Homeowners Association, then in that event, the vote of such lot or Dwelling Unit owner shall be through the President or such other representative of The Homeowners Association as may be designated, in writing, to the Corporation by the Board of Directors of The Homeowners Association (The "Voter Representative"). Each Homeowners Association shall have that number of votes to cast corresponding to the total number of Lots and Dwelling Units owned by its members. All notices and official communication from the Corporation to The Homeowners Association shall be through the Voter Representative. Only the Voter Representative shall have the right to attend and participate in meeting of the Corporation members.

Section 4. **Transition of Control.** Any other provision of this Article to the contrary notwithstanding, Owners other than Developer and Builders shall be entitled to elect at least a majority of the members of the Board not later than the earliest of the events specified in Article X, Section 2.A., above. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots, Dwelling Units or parcels in all phases of the Project. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as may other Owners, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board; provided,

however, the Class B membership shall be automatically reinstated at any time before the expiration of twenty (20) years from the recording date of the Declaration if additional Lots or lands to be developed into Lots, Dwelling Units, or Parcels owned by the Class B Member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a ratio of at least one (1) Class A vote to three (3) Class A votes in the overall area subject to the Declaration.

Section 5. **Board of Directors.** The Master Association shall be governed by a Board of Directors which shall be appointed, designated or elected, as the case may be, as set forth in the Articles of Incorporation of the Master Association.

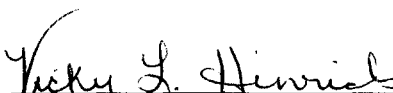
2. The Articles of Incorporation of Hernando Oaks Master Association, Inc. will be amended by filing an Amendment with the Florida Department of State, Division of Corporations, a copy of which is attached to this Amendment as Exhibit "A".

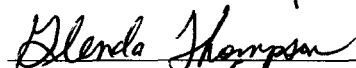
3. Except as expressly modified by this Amendment, the Declaration, as previously amended, shall remain unmodified and unamended, and Developer hereby ratifies and reaffirms same.


IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

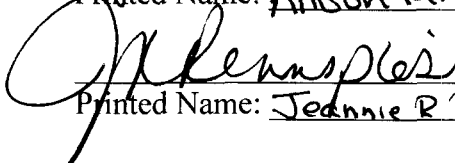
HERNANDO OAKS, II, LLP
a Florida limited liability partnership


WITNESS:



Printed Name: Vicky L. Hivrichs


Printed Name: Glenda Thompson


Printed Name: Allison M. Davis


Printed Name: Jeannie R. Rennspies

By: 
Charles S. Liberis
Its: Manager

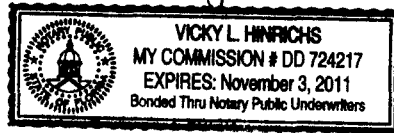
By: 
David A. Brannen
Its: Mg V.

OFFICIAL RECORDS
BK: 2684 PG: 657

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of September, 2009, by Charles S. Liberis, as Manager Hernando Oaks II, LLP, a Florida limited liability partnership, on behalf of the company. He is personally known to me.

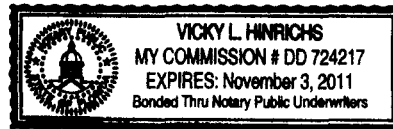
Vicky L. Hinrichs
Notary Public



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of September, 2009, by David A. Brannen, as Manager Hernando Oaks II, LLP, a Florida limited liability partnership, on behalf of the company. He is personally known to me.

Vicky L. Hinrichs
Notary Public



OFFICIAL RECORDS
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EXHIBIT "A"
AMENDMENT TO THE ARTICLES OF INCORPORATION

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
HERNANDO OAKS MASTER ASSOCIATION, INC.**

Pursuant to the provisions of Section 617.1006, Florida Statutes, this Florida not-for-profit corporation adopts the following amendment to its Articles of Incorporation.

AMENDMENT ADOPTED

In order to clarify the provisions of the Articles of Incorporation and make them consistent with the Declaration, Article VIII is deleted in its entirety and is hereby amended to read as follows:

**ARTICLE VIII
MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION;
BOARD OF DIRECTORS OF THE MASTER ASSOCIATION**

Section 1. **Membership.** Each Owner shall be a member of the Master Association, subject to and bound by the Association's Articles of Incorporation, Bylaws, Rules and Regulations, and this Declaration. The forgoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership shall be the sole qualification for membership. When any Owner of record is two or more persons or other legal entities, all such persons or entities shall be members, but multiple ownership shall not result in additional voting rights. An Owner of more than one Lot or Dwelling Unit shall be entitled to one membership for each Lot or Dwelling Unit owned. An Owner of a Parcel shall be entitled to one membership for each Dwelling Unit that may be constructed on the Parcel in accordance with the HERNANDO OAKS Documents. Membership shall be appurtenant to, and may not be separated from any ownership, which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot, Dwelling Unit, or Parcel. The Developer shall also be a member so long as it owns one or more Lots, Dwelling Units, or Parcels.

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B. Class B. The Class B Member is Developer who is entitled to three (3) votes for each Developer-owned Lot, Dwelling Unit or parcel existing or ultimately planned or proposed for development within all phases of the Project. The provisions of Article VII, Section 5 of the Declaration exempting portions of the Property owned by the Developer from the Assessments do not affect the calculation of the Class B Member's voting rights under this paragraph. The Class B membership will cease and be converted to Class A membership upon the happening of the first to occur of the following events: (i) when ninety percent (90%) of all Lots, Dwelling Units or Parcels ultimately planned for development within all phases of the Project have been conveyed to Owners other than Developer, Builders and Developer's designated successors and assigns; (ii) twenty (20) years from the recording date of this Declaration; or (iii) the effective date of the Developer's written waiver of the Class B voting rights.

Section 3. **Voter Representative.** In the event that a member's Lot or Dwelling Unit is represented by a Homeowners Association, then in that event, the vote of such lot or Dwelling Unit owner shall be through the President or such other representative of The Homeowners Association as may be designated, in writing, to the Corporation by the Board of Directors of The Homeowners Association (The "Voter Representative"). Each Homeowners Association shall have that number of votes to cast corresponding to the total number of Lots and Dwelling Units owned by its members. All notices and official communication from the Corporation to The Homeowners Association shall be through the Voter Representative. Only the Voter Representative shall have the right to attend and participate in meeting of the Corporation members.

Section 4. **Transition of Control.** Any other provision of this Article to the contrary notwithstanding, Owners other than Developer and Builders shall be entitled to elect at least a majority of the members of the Board not later than the earliest of the events specified in Article VIII, Section 2.A., above. Developer shall be entitled to elect at least one member of the Board as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots, Dwelling Units or parcels in all phases of the Project. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as may other Owners, except for purposes of reacquiring control of the Association or selecting a majority of the members of the Board; provided, however, the Class B membership shall be automatically reinstated at any time before the expiration of twenty (20) years from the recording date of the Declaration if additional Lots or lands to be developed into Lots, Dwelling Units, or Parcels owned by the Class B Member are annexed into the Association as permitted by the Declaration in sufficient numbers to restore a ratio of at least one (1) Class A vote to three (3) Class A votes in the overall area subject to the Declaration.

Section 5. **Board of Directors.** The Master Association shall be governed by a Board of Directors which shall be appointed, designated or elected, as the case may be, as set forth in the Articles of Incorporation of the Master Association.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

HERNANDO OAKS MASTER ASSOCIATION, INC.
a Florida non-profit corporation

WITNESS:

Vicky L. Hinrichs
Printed Name: Vicky L. Hinrichs

Glenda Thompson
Printed Name: Glenda Thompson

Allison M. Davis
Printed Name: Allison M. Davis

Patrick G. Rooney
Printed Name: Patrick G. Rooney

By: [Signature]
Charles S. Liberis
Its: President

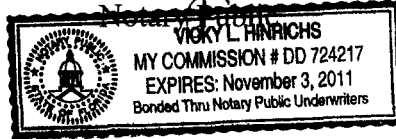
By: [Signature]
Jeannie R. Rennspies
Its: Secretary/Treasurer

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STATE OF FLORIDA
COUNTY OF ESCAMBIA

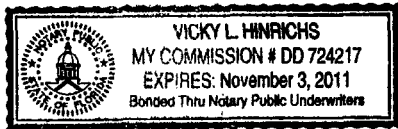
The foregoing instrument was acknowledged before me this 12th day of September, 2009, by Charles S. Liberis, as President of Hernando Oaks Master Association, Inc., a Florida non-profit corporation, on behalf of the company. He is personally known to me.

Vicky L. Hinrichs



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of September, 2009, by Jeannie R. Rennspies, as Secretary/Treasurer of Hernando Oaks Master Association, Inc., a Florida non-profit corporation, on behalf of the company. She is personally known to me.



Vicky L. Hinrichs
Notary Public