

Ret. To: Stewart Title of Jacksonville, Inc.
219 Newnan Street, 2nd Floor
Jacksonville, Florida 32202

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PREPARED BY AND RETURN TO:
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50 North Laura Street
Jacksonville, FL 32202

INSTR # 200231838
OR BK 01084 PGS 1196-1198
RECORDED 10/02/2002 03:28:16 P
J. M. OXLEY JR
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 15.00

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SECOND AMENDMENT AND ANNEXATION AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR FLORA PARKE

THIS SECOND AMENDMENT AND ANNEXATION TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FLORA PARKE ("Second Amendment") is made and executed as of the 19 day of September, 2002 by FLORA PARKE DEVELOPMENT, INC., a Florida corporation ("Developer") and joined in by FLORA PARKE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation.

RECITATIONS:

WHEREAS, Developer executed that certain Declaration of Covenants, Conditions and Restrictions for Flora Parke, recorded in Official Records Book 0877, at Page 1916 as amended by that certain First Amendment and Annexation Amendment to Declaration of Covenants, Conditions and Restrictions for Flora Parke recorded in Official Records Book 997, at Page 1447, all of the Public Records of Nassau County, Florida ("Declaration"); and

WHEREAS, pursuant to authority granted to it in Section 1.1 of the Declaration, Developer desires to incorporate certain additional lands into Flora Parke and to subject such additional lands to the terms and provisions of the Declaration as "Future Development Property" and pursuant to authority granted to Developer in Section 7.2 of the Declaration and as the owner of a majority of Lots within the Property, Developer desires to amend the Declaration to conform the terms and provisions of the Declaration with the existing policies and regulations of the "Association" (as defined in the "Declaration").

NOW, THEREFORE, the undersigned Developer hereby declares as follows:

1. In the event the terms and provisions of this Second Amendment should conflict with the terms and provisions of the Declaration, the terms and provisions of this Second Amendment shall control.
2. The additional real property described in this paragraph 2, which additional real property is contiguous to the Property originally described in the Declaration shall be and is hereby annexed into the Flora Parke development as of the date hereof whereupon the terms and provisions of the Declaration, as hereinafter modified and amended, shall encumber such additional real property as if such lands had originally been designated as part of the Property in the Declaration and, as such, shall be owned held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration, as amended. As used in the Declaration, the term, "Property" shall henceforth include the following real property:

FLORA PARKE UNIT 2B, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 6, AT PAGES 255 THROUGH 258 OF THE PUBLIC RECORDS OF NASSAU COUNTY, FLORIDA. ("Unit 2B").

3. Section 4.4 of the Declaration is hereby modified with respect to Lots within Unit 2B and "Future Development Property" (as defined in the Declaration) as follows:

4.10 *Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot within Unit 2B and Future Development Property to an Owner, the Maximum Annual Assessment for Class A shall be Three Hundred Fifty and 00/100 Dollars (\$350.00) per Lot, which will include the costs and expense of performance of all the duties and obligations of the Association set forth herein, provided, however, in the event that Developer elects, in its sole discretion, to construct a recreational facility upon the Common Area, the assessment may be increased above the maximum annual assessment to include the cost of maintenance of the improved Common Area; which increased Assessment amount shall become the new maximum annual assessment for that year.*

4. Section 4.10 of the Declaration is hereby modified with respect to Lots within Unit 2B and Future

Development Property as follows:

- 4.10 **Capital Contribution Assessment.** For all Lots within Unit 2B and Future Development Property there will be due upon the first conveyance of any Lot within such Unit 2B and Future Development Property to any person(s) or entity, other than to an entity affiliated with Developer, a Capital Contribution Assessment of Two Hundred Fifty and 00/100 Dollars (\$250.00). Each Lot will be subject to the Capital Contribution Assessment only once, all future conveyance of any such Lot being exempt.

5. Section 5.3 of the Declaration is hereby amended with respect to Lots within Unit 2B and Future Development Property by adding the following thereto:

- 5.3 **Fences.** With respect to **lots located within Unit 2B, no fencing shall be commenced without prior approval by the Architectural Review Committee.** In addition to requirements regarding fencing currently set forth in the Declaration, as amended, all fencing within Unit 2B shall be installed with the finish side of fence material facing the outside. No wood fencing shall be permitted: only black metal or white vinyl/PVC fencing may be placed on any lot.

As to Lots within Unit 2B, if any, which border or include a portion of any Stormwater Retention Ponds, no fence shall be erected closer to the Stormwater Retention Ponds than ten (10) feet from the "top of bank" as designated on the recorded Plat of the Property. Any such fence shall not exceed four (4) feet in height along said "top of bank" boundary and along any side boundary of the Lot so as not to obstruct any views of such water from any other Lot. Such fences on Lots bordering a Stormwater Retention Pond must be constructed of black metal, picket style fencing approved by Developer.

6. Except as expressly amended and modified hereby the Declaration, as previously amended shall remain in full force and effect in accordance with the terms and provisions thereof.

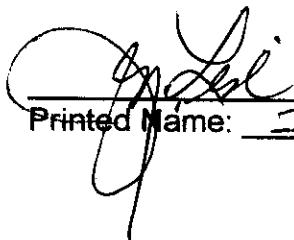
IN WITNESS WHEREOF, this Second Amendment has been executed as of the date first set forth above by Developer, acting by and through its undersigned officer who is thereunto duly authorized.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

**FLORA PARKE DEVELOPMENT, INC., a
Florida corporation**



Printed Name: Wilma Redfoot

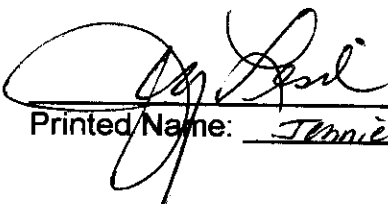

Printed Name: Jennie M. Lesniak

By: 
John A. Semanik, President

(Corporate Seal)

**FLORA PARKE HOMEOWNERS
ASSOCIATION, INC., a Florida not for
profit corporation**


Printed Name: Wilma Redfoot


Printed Name: Jennie M. Lesniak

By: 
John A. Semanik, President

(Corporate Seal)

STATE OF FLORIDA
DUVAL COUNTY

BEFORE ME, the undersigned authority, appeared John A. Semanik, as President of FLORA PARKE DEVELOPMENT, INC., a Florida corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification, this 19 day of September, 2002.



Sharon N Lee
My Commission DD077059
Expires December 26, 2005

Sharon Lee
Print Name: Sharon Lee
Notary Public State of Florida At Large
Commission No.: DD077059
My Commission Expires: 12/26/05

STATE OF FLORIDA
DUVAL COUNTY

BEFORE ME, the undersigned authority, appeared John A. Semanik, as President of FLORA PARKE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification, this 19 day of September, 2002.



Sharon N Lee
My Commission DD077059
Expires December 26, 2005

Sharon Lee
Print Name: Sharon Lee
Notary Public State of Florida At Large
Commission No.: DD077059
My Commission Expires: 12/26/05