

**AMENDMENT TO ST. AUGUSTINE VILLAGE
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

This Amendment is made and executed this 20th day of September, 1988, by J. Randy Smith and Anita W. Coppedge (the "Declarants") who agree as follows:

1. The Declarants constitute all of the owners of the property subject to that St. Augustine Village Declaration of Covenants, Conditions and Restrictions dated January 9, 1985, and recorded in Official Records Book 1144, Page 1777 of the Public Records of Leon County, Florida, as amended by that Declaration of Covenants, Conditions and Restrictions dated April 21, 1986, and recorded in Official Records Book 1203, Page 1513 of the Public Records of Leon County, Florida (the "Declaration").

2. The Declaration provides for amendments thereto upon a two-thirds vote of all outstanding votes.

3. The Declarants agree that the Declaration shall be amended by adding the following Section 5 to Article VIII of the Declaration:

Section 5. FHA/VA Approval. As long as there is a Class C membership and there are outstanding any mortgages insured or guaranteed by the Federal Housing Administration or the Veterans Administration, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, dedication of Common Area, and amendment of this Declaration.

4. The Declaration, as further amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this Amendment the day and year first above written.

WITNESSES:

Cathy K. McFarvey

[Signature]

Cathy K. McFarvey

[Signature]

J. Randy Smith
J. Randy Smith

Anita W. Coppedge
Anita W. Coppedge

903426

STATE OF FLORIDA,
 COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared J. Randy Smith, to me known to be the person described in and who executed the foregoing AMENDMENT TO ST. AUGUSTINE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 22nd day of September, 1988.



Cathi K. McShirvey
 NOTARY PUBLIC

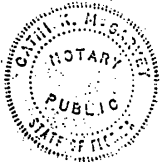
My Commission Expires:

Notary Public, State of Florida
 My Commission Expires June 21, 1991
 Bonded thru Toy Fun - Insurance Inc.

STATE OF FLORIDA,
 COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Anita W. Coppedge, to me known to be the person described in and who executed the foregoing AMENDMENT TO ST. AUGUSTINE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 22nd day of September, 1988.



Cathi K. McShirvey
 NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
 My Commission Expires June 21, 1991
 Bonded thru Toy Fun - Insurance Inc.

same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot.

Section 7. Subordination of the Lien to Mortgages. The Lien of assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI -- ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee appointed by the Board of Directors. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VII -- PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who uses the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act caused the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII -- GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such action shall be entitled to recover such costs and attorney fees as are reasonably incurred in such action.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. This Declaration may be amended by a 2/3 vote of outstanding votes irregardless of voting class. Any amendment must be recorded in the public records of Leon County and shall refer back to the official record book and page number at which these original covenants are recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties by the Declarant upon the filing in the public records of Leon County a legal description of the new tract of land together with a statement executed by the Declarant stating that the particular piece of property is hereby made subject to these covenants and restrictions, other provisions of these covenants notwithstanding.

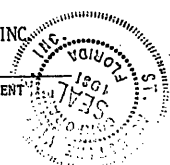
IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and official seal this 9th day of January, 1985.

WITNESSES:

Cherwin Books
Paula M. Allen

ST. AUGUSTINE VILLAGE, INC.

BY: Robert A. Campbell, Jr.
ROBERT A. CAMPBELL, JR., PRESIDENT



STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 9th day of January, 1985.

Paul F. Hartman, Clerk of Court
Cherwin Books, Deputy Clerk

OR 1144831779

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CONDITIONS AND RESTRICTIONS**

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3. The Declarants agree that the Declaration shall be amended by adding the following Section 5 to Article VIII of the Declaration:

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 SEP 27 1988
 DEPT. OF REVENUE
 TALLAHASSEE, FLORIDA

4. The Declaration, as further amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarants have executed this Amendment the day and year first above written.

WITNESSES:

Cathy K. Myers

J. Randy Smith
J. Randy Smith

Cathy K. Myers

Anita W. Coppedge
Anita W. Coppedge

[Signature]

AMENDMENT TO ST. AUGUSTINE VILLAGE
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CONDITIONS AND RESTRICTIONS

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904426
 OCT 12 1988
 COUNTY OF LEON, FLORIDA
 PUBLIC RECORDS OFFICE

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WITNESSES:

Cathy K. Myrway
[Signature]
Cathy K. Myrway
[Signature]

J. Randy Smith
 J. Randy Smith

Anita W. Coppedge
 Anita W. Coppedge

STATE OF FLORIDA,
 COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared J. Randy Smith, to me known to be the person described in and who executed the foregoing AMENDMENT TO ST. AUGUSTINE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 22nd day of September, 1988.



Cathy K. M. Marvey
 NOTARY PUBLIC

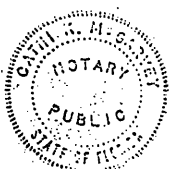
My Commission Expires:

Notary Public, State of Florida
 My Commission Expires June 21, 1991
 Bonded thru Tary File - Insurance Inc.

STATE OF FLORIDA,
 COUNTY OF LEON.

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Anita W. Coppedge, to me known to be the person described in and who executed the foregoing AMENDMENT TO ST. AUGUSTINE VILLAGE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the State and County named above this 22nd day of September, 1988.



Cathy K. M. Marvey
 NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida
 My Commission Expires June 21, 1991
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