

Rec Fee \$ 13.00 MARTHA O. HAYNIE,
Add Fee \$ 2.00 Orange County
Doc Tax \$ - Comptroller
Int Tax \$ - By [Signature]
Total \$ 15.00 Deputy Clerk

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

CHELSEA RIDGE

THIS FIRST AMENDMENT is made this 19th day of November,
1990, by CHELSEA RIDGE, LTD., a Florida limited partnership,
hereinafter referred to as "Developer";

W I T N E S S E T H: 3652849 Orange Co. FL.
11/20/90 08:42:06am

WHEREAS, Developer is the owner of real property located in
Orange County, Florida lying within and known as Chelsea Ridge,
according to the plat thereof, recorded in Plat Book 26, Pages
138 through 140, Public Records of Orange County, Florida (the
"Property"), and

OR4238 PGO761

WHEREAS, Developer has caused that certain Declaration of
Covenants, Conditions and Restrictions for Chelsea Ridge dated
August 17, 1990, to be recorded on October 26, 1990, in Official
Records Book 4231 at Page 1100 of the Public Records of Orange
County, Florida (the "Declaration"); and

WHEREAS, pursuant to Section 7 of Article IX of the
Declaration, the Developer, as owner of over ninety percent (90%)
of all lots, desires to amend the Declaration.

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

1. Section 4 of Article VI of the Declaration is hereby
amended to read as follows:

Section 4. Annual Assessment. The annual
assessment shall initially be \$250.00 per
lot, per year and shall commence as to each
lot upon the conveyance of a lot to a buyer.
Annual assessments shall be pro-rated to the
day before closing for the year of
conveyance. The Board of Directors of the
Association shall fix the amount of annual
assessments against each lot at least thirty
days in advance of each annual assessment.
Written notice of the annual assessment shall
be sent to every owner subject thereto. The
due date shall be established by the Board of
Directors. The Association may use any part
of said sum for the purpose set forth in

2. Section 7 of Article IX shall be amended to read as follows:

Section 7. Amendments. This Declaration may be amended during its initial twenty (20) year term by the owners of at least sixty percent (60%) of the lots by executing a written instrument effectuating such changes and recording said instrument in the Public Records of Orange County, Florida and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners; provided however, in no event shall any amendment be made to this Declaration without the prior written consent of the Developer during such time as Developer shall continue to own any lot in the Property.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered in the presence of:

CHELSEA RIDGE, LTD., a Florida limited partnership

By its: General Partners

THE NEAL W. HARRIS COMPANY

By: Neal W. Harris
Neal W. Harris

As its: President

Joseph J. Iremier
W. Smith

Attest: Joseph J. Iremier
~~Secretary~~ VICE PRESIDENT

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Neal W. Harris, well known to me to be the President of THE NEAL W. HARRIS COMPANY, General Partner of CHELSEA RIDGE, LTD., and that he acknowledged executing this First Amendment to Declaration of Covenants, Conditions and Restrictions for CHELSEA RIDGE on behalf of the General Partner of CHELSEA RIDGE, LTD, THE NEAL W. HARRIS

Fee Fee \$ 17.00 MARTHA O. HAYNIE,
 Add Fee \$ 2.50 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By: SKL
 Total \$ 19.50 Deputy Clerk

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS

CHELSEA RIDGE

THIS SECOND AMENDMENT is made this 27th day of March, 1991,
 by CHELSEA RIDGE, LTD., a Florida limited partnership, hereinafter
 referred to as "Developer";

3745902 Orange Co. FL.
 03/29/91 03:37:48PM

W I T N E S S E T H:

OR 4273 PGO880

WHEREAS, Developer is the owner of real property located in
 Orange County, Florida lying within and known as Chelsea Ridge,
 according to the plat thereof, recorded in Plat Book 26, Page 138
 through 140, inclusive, Public Records of Orange County, (the
 "Property"); and

WHEREAS, Developer has caused that certain Declaration of
 Covenants, Conditions and Restrictions for Chelsea Ridge dated
 August 17, 1990, to be recorded on October 26, 1990, in Official
 Records Book 4231 at Page 1100 and that First Amendment to
 Declaration of Covenants, Conditions and Restrictions for Chelsea
 Ridge dated November 19, 1990, to be recorded on November 20, 1990,
 to be recorded on November 20, 1990, in Official Records Book 4238,
 Page 0761, all of the Public Records of Orange County, Florida (the
 "Declaration"); and

WHEREAS, pursuant to Section 7 of Article IX of the
 Declaration, the Developer, as owner of over ninety percent (90%)
 of all lots, desires to amend the Declaration.

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

1. Section 1 of Article I is hereby amended to add the
 following:

p. "Surface Water or Storm Water Management
 System" means a system which is designed to

constructed and implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharge from the system, as permitted pursuant to Chapters 40 C-4, 40 C-40, or 40 C-42, of the Florida Administrative Code."

CR4273 PG0881

2. Section 1 of Article III is hereby amended to add the following:

f. "The right of the Association to maintain, operate and repair the Surface Water or Storm Water Management System. Maintenance of the Surface Water or Storm Water Management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted by the St. Johns River Water Management District. The Association is responsible for such maintenance and operation. Any repair or reconstruction of the Service Water or Storm Water Management system shall be as permitted, or if modified, approved by the St. Johns River Water Management District."

3. Section 4 of Article IX is hereby amended to add the following language:

"The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and/or repair of the Surface Water or Storm Water Management system."

OR4273 PG0882

4. Section 7 of Article X is hereby amended to add the following language:

"However, any amendment to the Declaration which alters the Surface Water or Storm Water Management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment to Declaration of Covenants, Conditions and Restrictions the day and year first written above.

WITNESSED:

CHELSEA RIDGE, LTD., a Florida limited partnership

By its General Partner

THE NEAL W. HARRIS COMPANY, a Florida corporation

By: Neal W. Harris
Neal W. Harris

As Its: President

(CORPORATE SEAL)

Neal W. Harris
Jacqueline Borzuto

Attest

Joseph H. Staley, III
Joseph H. Staley, III, Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, NEAL W. HARRIS as President of THE NEAL W. HARRIS COMPANY, a Florida corporation, as general partner to CHELSEA RIDGE, LTD., a Florida limited partnership, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of March, 1991.

Elinor L. Barnes
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
February 11, 1995

THIS INSTRUMENT PREPARED BY:
AND Return to:
JACQUELINE BOZZUTO
BAKER & HOSTETLER
Post Office Box 112
Orlando, Florida 32802

OR 4273 PG0883

RECORDED & RECORD VERIFIED

Martha O'Haynes
County Comptroller, Orange Co., FL

D:\22236\90002\AMND.2JB
03/13/91.jmr