

**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS
OF THE FLAGLER BEACH POLO CLUB SUBDIVISION**

THIS SECOND AMENDMENT to the Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision made this 14th day of September, 2007, by **THE FLAGLER BEACH POLO CLUB HOMEOWNERS ASSOCIATION**, hereinafter called the "Association" or "Declarant".

WITNESSETH:

WHEREAS, the property and parcels within the development are subject to certain uniform covenants and easements heretofore made by Lighthouse Development Group, Inc. as contained in that certain **Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision**, as recorded April 20th, 2004 in Flagler County Record **Book 1069, Page 1816**, continuing for a total of twenty-three (23) pages, Public Records of Flagler County, Florida; and as amended by **First Amendment to Declaration of Restrictive Covenants of the Flagler Beach Polo Club Subdivision** recorded in Flagler County Record **Book 1207, Page 533**, continuing for a total of three (3) pages, Public Records of Flagler County, Florida; and

WHEREAS, the Association is the duly empowered Homeowners Association pursuant to **Sections 720.301 – 720.312, Florida Statutes** and has authority to amend the recorded covenants of certain lands, (hereinafter referred to as "development") in Flagler County, Florida, more particularly described as follows:

**Flagler Beach Polo Club Subdivision
Lots 5 – 19 and 24 - 40
Map Book 34, Page 37**

WHEREAS, in accordance with Section EE, Item 1 of the declaration entitled **DECLARATION OF RESTRICTIVE COVENANTS OF THE FLAGLER BEACH POLO CLUB SUBDIVISION**, and other applicable provisions of the Declaration, the Declarant now wishes to amend the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the Declaration is hereby amended as follows:

1. **RECITALS.** The foregoing recitals are true and correct and form a part hereof. All initially capitalized terms used herein shall have the same meaning as set forth in the Declaration.

2. **AMENDMENT.** The Declaration is amended as follows:

Section X. VIEWING PLATFORMS – BULOW CREEK is hereby amended to read as follows:

“X. VIEWING PLATFORMS – BULOW CREEK

The Homeowners Association possesses permits from DEP and the Army Corp of Engineers for common viewing platforms adjacent to the lots on Bulow Creek; specifically lots 24/25; 26/27; 28/29; 30/31; 32/33; 34/35; 36/37. Common viewing platforms are permitted to be constructed on the property line between the respective lots are permitted with Florida Department of Environmental Protection and the US Army Corps of Engineers. The expense to construct the viewing platform according to the permitted plans is the shared responsibility of each Lot Owner who has a one-half interest in the viewing platform respectively. Once a Lot Owner is interested in constructing the viewing platform, that Lot Owner will proceed with obtaining bids from qualified contractors; the bids will be forwarded to the Homeowners Association with a written request to put the adjacent Lot Owner on notice that their participation in the viewing platform is requested. The Homeowners Association will forward copies of the bids with a letter to the adjacent Lot owner via certified return-receipt mail. The adjacent Lot Owner will then have fifteen (15) calendar days from receipt to respond in writing to the Homeowners Association of his intent to participate (or not) in the ownership of the viewing platform. Should the adjacent Lot Owner fail to respond in writing after two (2) certified return-receipt mailings, he will be presumed to have waived his right of participation. If it is determined that there is only one Lot Owner interested in constructing a viewing platform, then the Lot Owner declining to participate will release his right to the ownership and use of such structure in writing. Should both Lot Owners decline to construct a viewing platform, then the permits will remain in the possession of the Homeowners Association. The Homeowners Association does not take responsibility for insuring that such permits remain in full force and effect with the appropriate permitting agencies. The Homeowners Association will apply for any necessary extension for those permits in hand, but will not guarantee the approval. As such, if the Lot Owner does not commence construction as specified in the permit criteria, the Homeowners Association will not be responsible. Furthermore, Flagler County requires permitting of the structure, which is the responsibility of the owners.

Once it is determined whether both of the Lot Owners will be participating in the construction and ownership of the viewing platform, the Homeowners Association will provide the owner(s) with the original DEP and Army Corp of Engineers permits and the forms necessary to transfer ownership of the permits. Once the permits are given to the Lot Owners and viewing platform construction begins, the following rules will apply and be binding on all current and future owners of affected lots:

1. **EXPENSES.** All expenses concerning the viewing platform construction and maintenance shall be shared equally. These cost shall include, but are not limited to:
 - a. application and permit fees;
 - b. all taxes;
 - c. construction costs;
 - d. maintenance and repair costs; and,
 - e. If applicable, premiums for property insurance and replacement value or any other insurance required by government authorities or agreed to in writing by the Lot Owners.
2. **REPAIRS AND MAINTENANCE.** The Lot Owners agree to keep the viewing platform in good order and repair. All repair and maintenance costs not the result of one party's acts or omissions shall be shared in the proportion as set forth in items 1 above.
3. **ACCESS RIGHTS.** This document hereby conveys and warrants to the owners and future owners of the affected lots an access easement over and across the affected lots as is reasonable and desirable to gain ingress and egress to the viewing platform, not to exceed five feet (5') on each adjacent property.
4. **EXCLUSIVE USE.** The viewing platform is for the exclusive and sole use and benefit of the Lot Owners and future owners of the affected parcels.
5. **Failure of either owner to fulfill the obligations of this amendment shall be the sole responsibility of the affected parties and not the responsibility of the Homeowners Association.**

IN WITNESS WHEREOF, the said Declarant has hereunto set its hand and seal this _____ day of _____, 2007.

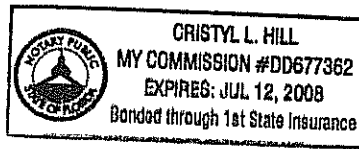
Signed, sealed and delivered in the presence of:

FLAGLER BEACH POLO CLUB HOMEOWNERS ASSOCIATION

[Signature]
Witness

By: [Signature]
Thomas Cooke, Director

[Signature]
Witness



STATE OF FLORIDA
COUNTY OF FLAGLER

THE FOREGOING instrument was acknowledged before me this 31ST day of August, 2007, by Thomas Cooke, a Director of the Flagler Beach Polo Club Homeowners Association, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

[Signature]
NOTARY PUBLIC

[Signature]
Witness

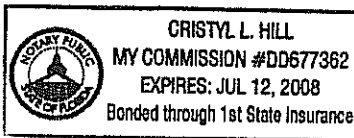
By: [Signature]
Donald Deal, Director

[Signature]
Witness

STATE OF FLORIDA
COUNTY OF FLAGLER

THE FOREGOING instrument was acknowledged before me this 31ST day of August, 2007, by Donald Deal, a Director of the Flagler Beach Polo Club Homeowners Association, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

[Signature]
NOTARY PUBLIC



Aurii Lauren

Witness

Cristy Hill

Witness

By: Paul Mucciolo
Paul Mucciolo, Director

STATE OF FLORIDA
COUNTY OF FLAGLER

THE FOREGOING instrument was acknowledged before me this 14TH day of September, 2007, by Paul Mucciolo, a Director of the Flagler Beach Polo Club Homeowners Association, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Cristy Hill
NOTARY PUBLIC

