

This Instrument prepared by:
Herbert W.A. Thiele, Esq., County Attorney
Leon County Attorney's Office
301 South Monroe Street, Suite 202
Tallahassee, Florida 32301

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR OBSERVATION POINTE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS (hereinafter the "Amendment") is made and entered into this 13th day of January, 2012, by CAMDIX 1, LLC, a Florida limited liability company (hereinafter the "Declarant"), and joined by OBSERVATION POINTE HOMEOWNERS' ASSOCIATION, INC, a Florida not-for-profit corporation (hereinafter "HOA").

WHEREAS, the original Declaration of Covenants, Conditions, Restrictions and Easements for Observation Pointe dated January 8, 2007 was recorded on January 10, 2007 at O.R. Book 3641, Page 237, Official Records of Leon County, Florida, (hereinafter the "Original Declaration"); and

WHEREAS, the real property affected by the Original Declaration and by this Amendment is legally described in the Exhibit "A" attached hereto and made a part hereof (hereinafter the "Restricted Subdivision Lands"); and

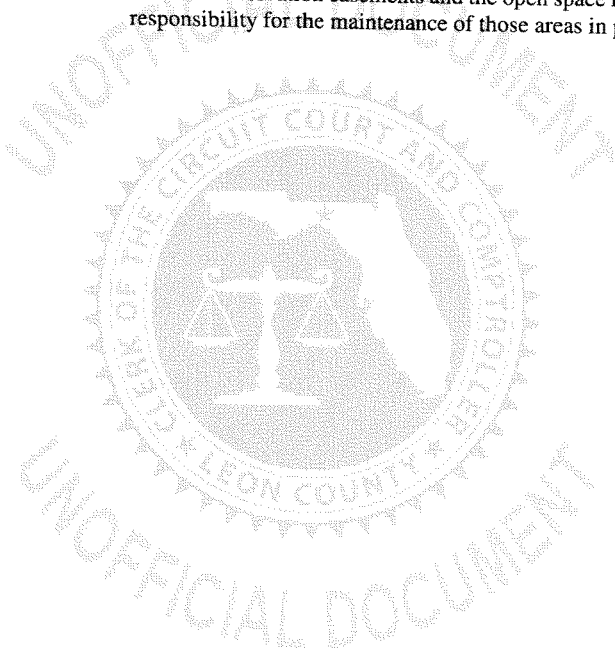
WHEREAS, by virtue of the plat recorded on February 15, 2007 at Plat Book 18, Page 61, Official Records of Leon County, Florida, (hereinafter the "Plat"), the lands legally described therein were platted as Observation Pointe (hereinafter the "Platted Lands"); and

WHEREAS, the legal description of the Restricted Subdivision Lands delineates a parcel that encompasses only the portion of the Platted Lands containing the lots, streets, and the smaller of the two conservation easements; and

WHEREAS, the portion of the Platted Lands containing the open space, the larger of the two conservation easements, and the right-of-way and stormwater management facility dedicated to the City of Tallahassee is not included in the real property affected by the Original Declaration and this Amendment (the "Unrestricted Subdivision Lands"); and

WHEREAS, notwithstanding such exclusion of the Unrestricted Subdivision Lands, the Original Declaration contains references to areas contained within the Unrestricted Subdivision Lands thereby creating possible ambiguities and inconsistencies in the Original Declaration; and

WHEREAS, contemporaneous with this Amendment, the Declarant is conveying by donation to Leon County, Florida (the "County") the areas within the Platted Lands identified as the larger of the two conservation easements and the open space in exchange for the County's acceptance of the responsibility for the maintenance of those areas in perpetuity; and



WHEREAS, pursuant to subparagraph (b) of Article Thirty-Six of the Original Declaration, the Declarant reserved the sole right to amend the Original Declaration at any time for the purpose of curing any ambiguity or any inconsistency between the provisions contained therein; and

WHEREAS, pursuant to subparagraph (a) of Article Thirty-Six of the Original Declaration, the Declarant further reserved the absolute and unconditional right, as long as it owns any Lots as that term is defined therein, to amend the Original Declaration without the consent or joinder of any party for any purpose so long as a Lot Owner's voting rights are not diluted and assessments not increased; and

WHEREAS, the Declarant, as of the date of this Amendment, warrants and represents that (i) it still owns twenty-three Lots, and (ii) the conveyance to the County of a portion of the Restricted Subdivision Lands and the transfer of the maintenance responsibility for those lands to the County will not dilute the voting rights of the Lot Owners nor increase assessments, and, therefore, the Declarant may amend the Original Declaration without the consent or joinder of any party pursuant to subparagraph (a) of Article Thirty-Six therein; and

WHEREAS, as a result of the ambiguities and inconsistencies in the Original Declaration, as described hereinabove, the Declarant may solely amend the Original Declaration to cure such ambiguities and inconsistencies pursuant to subparagraph (a) of Article Thirty-Six therein; and

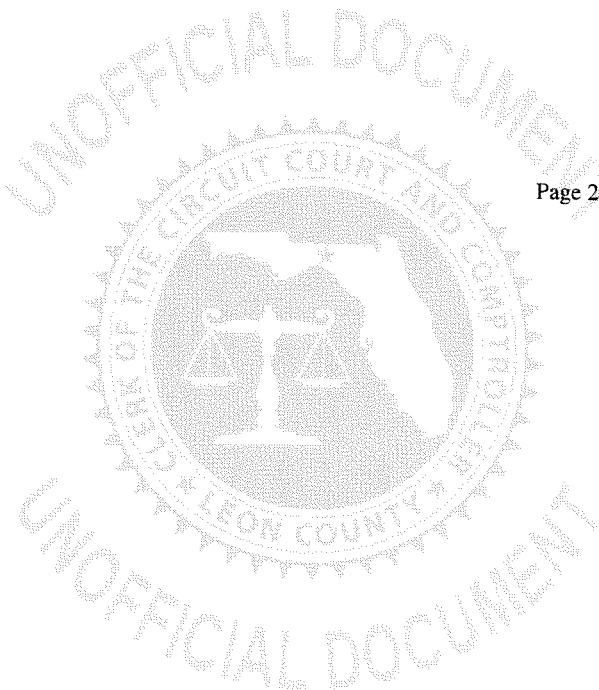
NOW, THEREFORE, the Declarant declares that the Original Declaration shall be hereby amended as follows:

1. Paragraph A of the Statement of Preliminary Facts shall be amended to read as follows:

The Declarant is the owner of a parcel of real property situated, lying and being in Leon County, Florida, known as **OBSERVATION POINTE**, as per map or plat thereof recorded on February 15, 2007 at Plat Book 18, Page 61, Public Records of Leon County, Florida.

2. The Statement of Preliminary Facts shall be amended by adding a new Paragraph D reading as follows:

Notwithstanding the description of **OBSERVATION POINTE** as platted, this Declaration is intended to affect and encumber only that portion of **OBSERVATION POINTE** as legally described in Exhibit "A" attached hereto and made a part hereof.



3. Section 2.3 of Article Two, Definitions, shall be amended to read as follows:

Association lands shall mean the lands remaining as part of the Subdivision after deleting therefrom the legal description for (i) each and every individual Lot, (ii) each and every area dedicated to the public including, but not limited to, streets and rights-of-way, sidewalks, stormwater management facilities, and utility and drainage easements, and (iii) any areas hereafter conveyed by the Association to others. Association lands shall also include any Lot or area of the Subdivision hereafter conveyed to the Association by others.

Association lands shall not include the following areas depicted and identified in the Plat of OBSERVATION POINTE as (i) CITY OF TALLAHASSEE RIGHT OF WAY (STORMWATER MANAGEMENT FACILITY), (ii) CONSERVATION EASEMENT O.R. BOOK 3554, PAGE 1983, and (iii) OPEN SPACE.

4. Section 2.4 of Article Two, Definitions, shall be amended to read as follows:

Common Area shall mean any area of the Subdivision designated on the Plat of OBSERVATION POINTE as "Common Area" together with the Association lands as defined above.

5. Section 2.12 of Article Two, Definitions, shall be amended to read as follows:

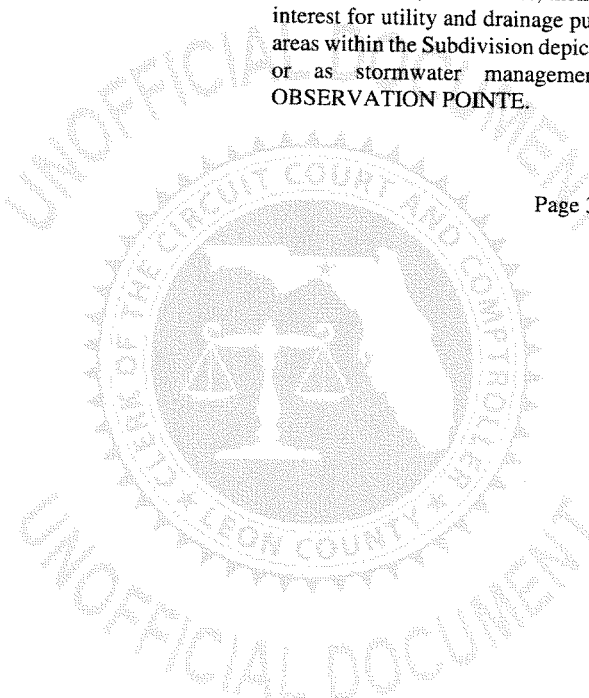
Subdivision shall mean and include only that portion of **OBSERVATION POINTE** as legally described in Exhibit "A" attached hereto and made a part hereof.

6. Section 2.13 of Article Two, Definitions, shall be amended to read as follows:

Plat of OBSERVATION POINTE shall mean and refer to the plat of **OBSERVATION POINTE**, as per the map or plat thereof recorded on February 15, 2007 at Plat Book 18, Page 61, Public Records of Leon County, Florida.

7. Article Twenty-Nine, Easements and Dedications, shall be amended to read as follows:

The Declarant hereby reserves, excepts, imposes, grants, and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs, and successors in interest for utility and drainage purposes over, across, and under all areas within the Subdivision depicted as easements for such purposes or as stormwater management facilities on the Plat of **OBSERVATION POINTE**.



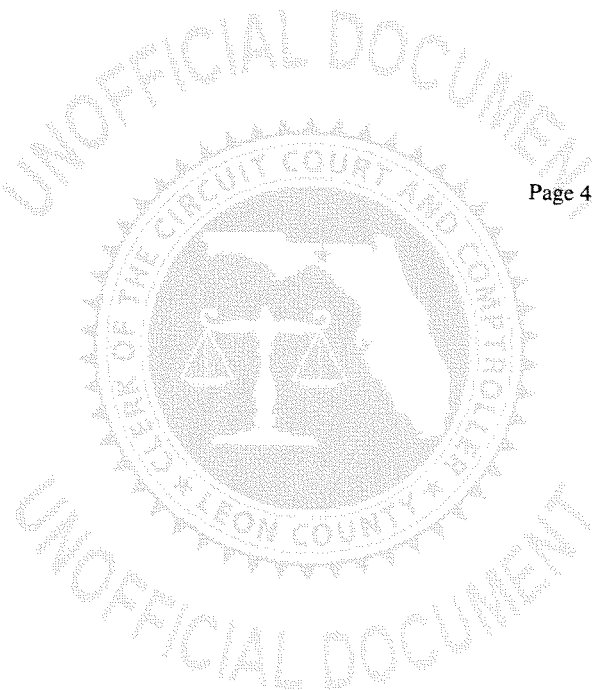
Easements for installation and maintenance of utilities and drainage facilities are reserved for those areas within the Subdivision as depicted on the Plat of OBSERVATION POINTE. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage channel in the easement, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which the public authority or utility company shall be responsible.

8. Subparagraph (f) of Section 32.2 of Article Thirty-Two, Observation Pointe Homeowners' Association, shall be amended to increase the paragraph indentation to be consistent with subparagraphs (a) through (e) and to read as follows:

it shall maintain the Association lands in compliance with all requirements of the Plat of OBSERVATION POINTE and of all governmental entities with jurisdiction over such area or areas.

9. Section 35.1 of Article Thirty-Five, Assessments and Liens, shall be amended to read as follows:

Covenant to Pay Assessments. Each Lot Owner by acceptance of a deed for a Lot located within the Subdivision, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association; (a) annual and monthly assessments or charges as herein set forth and as established by the Association from time to time; and (b) special assessments for capital or other improvements or acquisitions, which assessments are to be established and collected as hereinafter provided. Any individuals or entities, including, but not limited to, federal, state, and local governmental entities, that own any areas of land within the Subdivision, or elsewhere within the boundaries of **OBSERVATION POINTE**, that are deemed to be other than a Lot, as defined herein, shall be exempt from the payment of any assessments imposed by the Association pursuant to this Article.



IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed in its name by its Managing Member as of the date set forth below.

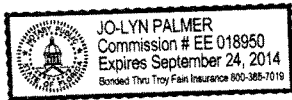
CAMDIX 1, LLC, a Florida limited liability company

By: [Signature]
Joseph D. Adams
Managing Member

Date: 1-13-12

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of January, 2011, by Joseph D. Adams, as Managing Member of Camdix 1, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced FL Driver's License as identification.



[Signature]
Notary Public
Print Name: Jo-Lyn Palmer
My commission expires:

OBSERVATION POINTE HOMEOWNERS' ASSOCIATION, INC, a Florida not-for-profit corporation

By: [Signature]
Joseph D. Adams
President

Date: 1-13-12

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 13th day of January, 2011, by Joseph D. Adams, as President of Observation Pointe Homeowners' Association, Inc., on behalf of the company. He is personally known to me or has produced FL Driver's License as identification.



[Signature]
Notary Public
Print Name: Jo-Lyn Palmer
My commission expires:

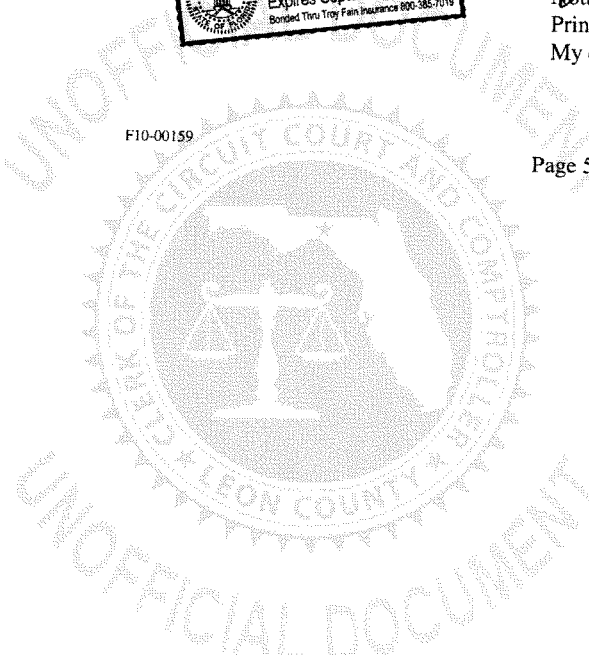


Exhibit A

A PARCEL LOCATED IN SECTION 30, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, AND THENCE NORTH 00 DEGREES 10 MINUTES 50 SECONDS WEST, 431.39 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 19 SECONDS EAST, 1265.71 FEET, THENCE SOUTH 33 DEGREES 53 MINUTES 58 SECONDS EAST, 169.93 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 41 SECONDS EAST, 287.55 FEET; THENCE SOUTH 89 DEGREES 43 MINUTES 41 SECONDS WEST, 1359.94 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 1230204080000

