

This Instrument prepared by and return to:  
Anastasia Dune Association, Inc.  
Board of Directors  
c/o Jacobs, Jacobs & Associates, Inc.  
461 A1A Beach Blvd.  
St. Augustine, FL 32080

Space reserved for Clerk pursuant to Sec. 695.26, F.S. and/or Rule 20.015(c), Florida Rules of Judicial Administration

**CERTIFICATE OF SECOND AMENDMENT  
TO THE DECLARATION OF  
ANASTASIA DUNES ASSOCIATION, INC.**

Pursuant to the Declaration for Anastasia Dunes Association, Inc. as recorded in the Official Records Book 1635, Page 028 of the public records of St. Johns, Florida, and pursuant to the authority of Chapter 720, Florida Statutes, the undersigned, the President and Secretary of Anastasia Dunes Association, Inc., a Florida corporation not-for-profit (the Association), certify as follows:


1. The Association has amended certain provisions of the Declaration of Charter, Easements, Covenats and Restrictions for the purpose of establishing criteria for owners to purchase a lot to be used exclusively for certain passive recreational and/or open space uses versus building a home on said Lot.
2. The President and the Secretary of the Association were authorized to execute said Amendment to the Declaration and such other documents as are necessary to file and record the Amendment as required by Chapter 720 Florida Statutes. The undersigned President and Secretary of the Association have been duly appointed and are presently serving in the capacity in accordance with the Bylaws of the Association.
3. The procedures used in adopting the attached amendment conform to the provisions of the Declaration and Bylaws and are duly recorded in the Minute Book of the Association.

IN WITNESS WHEREOF, We have subscribed our signatures to this Certificate and have affixed the Seal of the Association on the date hereof.

SEAL

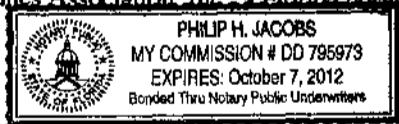
Anastasia Dunes  
Association, Inc.

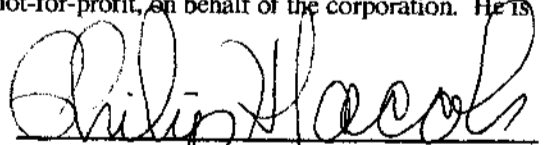
  
Its President

ATTEST:   
Its Secretary

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 6 day of APRIL, 2010 by Dan Lang, the President of Anastasia Dunes Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me.



  
Notary Public, State of Florida At Large

**SECOND AMENDMENT**  
to  
**The Declaration of Charter, Easements, Covenants and Restrictions**  
for  
**Anastasia Dunes Association, Inc.**

**THIS SECOND AMENDMENT** to the DECLARATION OF CHARTER, EASEMENTS, COVENANTS AND RESTRICTIONS is executed this 6 day of APRIL 2010 by Anastasia Dune Homeowners Association, Inc., a Florida corporation not-for-profit ("ASSOCIATION").

**WITNESSETH**

**WHEREFORE**, the Board of Directors by a majority vote of their members desire to amend the Declaration of Charter, Easements, Covenants and Restrictions of the Association as recorded at Official Records Book 1635 Page 0028 of St. Johns County, Florida for the purpose establishing criteria for owners to purchase a lot (herein after referred to as a "Buffer Lot") to be used exclusively for certain passive open space uses; and

**WHEREFORE**, Article 15.1(a) of the Declaration of Charter, Easements, Covenants and Restrictions for Anastasia Dunes Homeowners Association, Inc. provides that the Declaration may be amended at any time by an instrument signed by the President or Vice President and Secretary of the Association, certifying approval in writing by sixty six and two-thirds (2/3) of all Members;

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows (additions are underlined; deletions are ~~stricken~~):

**Article I: Definitions**

1.17 Buffer Lot: A "Buffer Lot" is a Lot that is located contiguous to and owned by the Owner of another Lot within Anastasia Dunes. The use of the Buffer Lot must either (a) be voluntarily and permanently deed restricted by the Owner to certain passive recreational and open space uses, as described in Sections 10.1 and 13.2, in exchange for the Association's waiver of the default provisions described in Section 13.3(a); or (b) be used only for certain passive recreational open space uses, as described in Sections 10.1, and 13.2, in exchange for a reduction in the Association's increased assessments provided for in Section 13.3(a). Buffer Lots shall be treated the same as Lots for the purposes of Assessments pursuant to Article IX.

**Article IX: Covenants for Maintenance Assessments**

Section 9.1 Obligation for Assessments. The Founder, for each Lot owned within the property submitted by this Declaration or Supplemental Declaration to Anastasia Dunes, hereby covenants, and each Owner of any Lot or Buffer Lot by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following (to be known collectively as "Assessments").....

**Article X: Use of Individual Lots**

Section 10.1. Permitted Uses. Lots are intended for residential use. Buffer Lots are intended for passive recreational and open space uses, as set forth more fully in the Design Code. To the extent permitted by law, home industry which does not generate significant traffic, noise or odor or change the exterior appearance of a building shall be permitted. Signage for home-based businesses, if any, shall be regulated under the Design Code.

**Article XIII: Building Time Limits**

Section 13.2 Construction Time Limit

(a) Requirement for Lots. Unless otherwise stated on the deed or other recorded instrument recorded by Founder, Owner shall begin construction of the single family residence on the Lot within ten years from the date of the original recording (not replat) of the Anastasia Dunes plat which includes the Lot (the "required Commencement Date") and diligently pursue construction until completion, including landscaping. Owner must submit plans and begin the architectural review process in sufficient time to begin construction on time. The original recording of the Phase I plat was February 1, 2001; Phase II was September 21, 2001 and Phase III was April 4, 2003. Failure to commence construction by: Phase I - February 1, 2011; Phase II - September 21, 2011 and Phase III - April 4, 2013 will result in enforcement action as iterated at Section 13.3(a).

(b) Requirements for Buffer Lots.

i) In order to obtain a complete waiver from the Association of the required Commencement Date set forth in Section 13.2(a) above, the Owner of a Buffer Lot, as defined in Section 1.17(a) hereof, must voluntarily and permanently restrict the use of one of the two contiguous Lots by recording a deed restriction against title to both the intended Buffer Lot and the Lot in the Public Records of St. Johns County, Florida. The deed restriction to be recorded against title to the Buffer Lot and the Lot must prohibit the construction of a single family residence on the Buffer Lot in perpetuity and allow use of the Buffer Lot only for certain passive recreational and open space uses, as set forth more fully in Sections 10.1. The language for such deed restriction must be approved by the Association prior to being recorded to insure compliance with the provisions of this Section 13.2(b).

ii) In order to obtain a reduction in the increased assessment amount set forth in Section 13.3 hereof, the Owner of a Buffer Lot, as defined in Section 1.17(b) hereof, must agree in writing that he or she will not, during his or her ownership of the Buffer Lot, construct a single family residence on the Buffer Lot and will use the Buffer Lot only for certain passive recreational and open space uses, as set forth more fully in Sections 10.1. In the event such Owner determines to construct a single family residence on the Buffer Lot during his or her ownership, he or she will pay to the Association an amount equal to the difference in assessments that would have been paid had the Owner not designated the Buffer Lot at all, which amount shall not exceed a total of \$10,000.00 regardless of the duration of ownership.

Section 13.3 Enforcement

(a) Events of Default. If Owner fails to comply with the ~~Building dates~~ required Commencement Dates referenced in Section 13.2(a), an extension of those dates will be granted for an additional five (5) years; however, during that five (5) year extension a fee premium of 20% above the established annual maintenance fee will be assessed each Lot owner who chooses to extend his/her building deadline. If a Lot owner fails to build by the date granted in the extension {Phase I - February 2, 2016; Phase II - September 21, 2016; Phase III - April 4, 2018} a premium fee of 300% percent above the established annual maintenance fee will be assessed. If an Owner voluntarily creates a Buffer Lot, as defined in Section 1.17(a) and pursuant to Section 13.2(b)(i), said Owner will be required to pay Assessments on said Buffer Lot equal to Assessments for Lots on which the required Commencement Dates were met and not at the higher rates set forth in this Section 13.3(a). If an Owner voluntarily creates a Buffer Lot, as defined in Section 1.17(b) and pursuant to Section 13.2(b)(ii), said Owner will be assessed a premium fee of 150 percent above the established annual maintenance fee.

At any time during construction if Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then the Architectural Review Board shall have the right to enforce the requirements of Article XII.

IN WITNESS WHEREOF, the undersigned, the President and Secretary of Anastasia Dunes Association, Inc. have made and subscribed this Second Amendment to the Declaration of Charter, Easements, Covenants and Restrictions of Anastasia Dunes Association, Inc. for the foregoing use and purpose, the \_\_\_ day of \_\_\_\_\_ 2010.

ANASTASIA DUNES ASSOCIATION, INC.

By: [Signature]  
Its President

ATTEST: [Signature]  
Its Secretary

STATE OF FLORIDA  
ST. JOHNS COUNTY

The forgoing instrument was acknowledged before me this 6 day of April, 2010 by DAN LANG, the President of Anastasia Dunes Association, Inc. a Florida corporation not-for-profit, on behalf of the corporation. He/She is personally known to me and did take an oath.

[Signature]  
Notary Public, State of Florida

