

THIS DOCUMENT PREPARED
BY AND RETURN TO:

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JACKSONVILLE, FL 32202-4327

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS
FOR PINEHURST POINTE**

This **SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PINEHURST POINTE** ("Second Amendment") is made effective April 9, 1998 by **SJH PARTNERSHIP, LTD.**, a Florida limited partnership (the "Developer") and **PINEHURST POINT HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation (the "Association").

RECITALS

A. The Developer has executed the Declaration of Covenants and Restrictions for Pinehurst Pointe which is recorded in Official Records Book 1252, at page 1486, as amended by First Amendment to Declaration of Covenants and Restrictions for Pinehurst Pointe recorded in Official Records Book 1281, at page 463, both of the current public records of St. Johns County, Florida (together, the "Declaration").

B. Pursuant to Section 13.5 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot.

C. The Developer desires to amend the Declaration with respect to Lots 7 and 8 of Pinehurst Pointe as more particularly set forth hereafter, and such amendment will not materially and adversely affect the value of any Lot.

NOW THEREFORE, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this Second Amendment shall have the same meanings as such terms are defined by the Declaration.
2. Section 10.22 of the Declaration is hereby eliminated in its entirety.

3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer and the Association have caused this Second Amendment to Declaration of Covenants and Restrictions for Pinehurst Pointe to be duly executed effective the date and year first above written.

Signed, sealed and delivered
in the presence of:

SJH PARTNERSHIP, LTD.,
a Florida limited partnership

(Name _____)

By: **SJ MEMPHIS, LTD.**, a Florida
limited partnership, its
general partner

(Name _____)

By: **ST. JOHNS HARBOUR, INC.**
a Florida corporation,
its general partner

James E. Davidson, Jr.
Vice President for Development
Administration
3370-I International Golf Parkway
St. Augustine, FL 32092

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1998, by James E. Davidson, Jr., the Vice President of St. Johns Harbour, Inc., a Florida corporation, the general partner of SJ Memphis, Ltd., a Florida limited partnership, the general partner of **SJH PARTNERSHIP, LTD.**, a Florida limited partnership, on behalf of the partnership.

_____)

(Print Name_____)

NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires:

Personally Known _____

or Produced I.D. _____
[check one of the above]

Type of Identification Produced

(Name _____) **PINEHURST POINTE HOMEOWNERS**
ASSOCIATION, INC., a Florida nonprofit corporation

(Name _____) By: _____
James E. Davidson, President

STATE OF FLORIDA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 1998, by James E. Davidson, Jr., the President of **PINEHURST POINTE HOMEOWNERS ASSOCIATION, INC.**, a Florida nonprofit corporation, on behalf of the corporation.

_____)

(Print Name _____)

NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires: _____

Personally Known _____
or Produced I.D. _____
[check one of the above]

Type of Identification Produced
