

The instrument prepared by/return to:
Gary Fuchs/amr
McLin & Burnsed PA
Post Office Box 1299
The Villages, FL 32158-1299

**Amendment No. 1 to Declaration of Covenants, Conditions,
Easements and Restrictions for
Harbor Hills, Lake County, Florida**

Harbor Hills Development, L.P., d/b/a Harbor Hills Development, Ltd., a Florida limited partnership ("Declarant" or "Developer"), whose address is 6538 Lake Griffin Road, Lady Lake, FL 32159, hereby amends the following Declaration of Covenants, Conditions and Restrictions ("Restrictions") recorded in Official Records Book 1403, Page 808, and as amended and restated, affecting Harbor Hills, a subdivision in Lake County, Florida, as follows:

1. Article I, Definitions, Z. "Notice" is hereby amended to read as follows:

Z. "Notice" shall mean delivery of any document by mail with postage prepaid to the last known address, according to the Association's records, of the person or entity who appears as Owner in the records of the Association. Notice to one, two or more co-owners shall constitute notice to all Owners. Notice shall be deemed given upon posting in the U.S. Mail, upon delivery to an overnight service like Federal Express, UPS or the like, or upon forwarding by fax or by e-mail to the last known e-mail address according to the Association's records, when delivery by mail is to follow immediately thereafter.

2. Article III, Section 2B, 11, is hereby amended to read as follows:

11. Impose and receive charges for late payment of Annual Assessments, Special Assessments and Individual Assessments, together with suspending the use of Common Areas, facilities, services and gate transponders during any period of time that Annual Assessments, Special Assessments, Individual Assessments or any late payments remain outstanding and unpaid (hereinafter Annual Assessments, Special Assessments and Individual Assessments will collectively or individually, as the context requires, be called "Assessments") and, after notice and opportunity to be heard pursuant to Florida law, levy reasonable fines and suspend the use of Common Areas, facilities, services and gate transponders as permitted by law for violation of this Declaration, the By-laws and the Rules and Regulations of the Association;

3. Article IV, Section 1, Services, shall be amended to add the following:

Q. Fees. The Association reserves the right to impose and collect administrative fees not to exceed Seventy-Five Dollars (\$75.00) for each lot transfer or rental application review.

4. Article VII, Section 3, is hereby amended to read as follows:

Section 3. Special Assessments. In addition to the Annual Assessments authorized by Section 2 hereof, the Board of Directors may levy in an assessment year Special Assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a capital improvement upon Common Property, easements, including the necessary fixtures and personal property related thereto, or the maintenance and repair of the Surface Water or Stormwater Management Systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

5. Article VII, Section 4, shall be amended to add the following to the end of the paragraph:

In the event an Owner of any Lot shall fail to maintain the Lot and/or the exterior improvements situated thereon in accordance with the maintenance obligation set forth herein, then the Association, after approval by the Board of Directors and following ten days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said Lot and to repair, clean, trim, cut, maintain, restore and water the Lot and the exterior of the buildings and any other exterior improvements erected thereon. The cost of such Lot clearing and exterior maintenance shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable ten (10) days from the date said assessment is made. Such Individual Assessments shall be treated as a Special Assessment and the Association shall have the rights and powers of collection as provided in this Article. Notwithstanding anything to the contrary, no additional approval process shall be required before assessing an individual assessment.

6. Article VII, Section 8, shall be amended to add the following to the end of Section 8:

An additional remedy of the Association shall be the Association's right to suspend the use of Common Areas, facilities, services and gate transponders during any period of time that Annual Assessments, Special Assessments and Individual Assessments, together with any late payments, remain outstanding and unpaid.

Notwithstanding anything to the contrary in this Article and as an additional remedy of the Association for the non-payment of assessments, every Owner that leases, rents, sublets or otherwise generates rents or revenues from the Owner's home and/or Lot absolutely and unconditionally assigns and transfers to Association all of the rents and revenues ("Rents") of the Owner's home and/or Lot, regardless of to whom the Rents of the Owner's home and/or Lot are payable. Owner authorizes Association or Association's agents to collect the Rents and agrees that each tenant of the Owner's home and/or Lot shall pay the Rents to Association or Association's agents. However, Owner shall receive the Rents until (i) Association has given Owner notice of a default pursuant to Article VII of the Declaration, and (ii) Association has given notice to the tenant(s) that the Rents are to be paid to Association or Association's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Association gives notice of a default to Owner: (i) all Rents received by Owner shall be held by Owner as trustee for the benefit of the Association only and to be applied to sums secured by the Declaration; (ii) Association shall be entitled to collect and receive all of the Rents of the Owner's home and/or Lot; (iii) Owner agrees that each tenant of the Owner's home and/or Lot shall pay all Rents that are due and unpaid to Association or Association's agent upon Association's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Association or Association's agent shall be applied first to the collecting of the Rents, including but not limited to attorney's fees, receiver's fees and then to late fees, interest and assessments secured by the Declaration; and (v) Association or Association's agent or any judicially appointed receiver shall be liable to account for only those Rents actually received.

Association or Association's agent shall continue to collect Rents until all sums secured by the Declaration are paid in full, including but not limited to all of the above costs, fees and interest associated with collecting the assessments secured by the Declaration. Once Owner is no longer in default pursuant to Article VII of the Declaration, Association shall provide notice to the Owner and tenant(s) that all Rents shall again be received by the Owner until such time as any future default of Article VII of the Declaration.

7. Article VIII, Section 7, is hereby amended to read as follows:

Section 7. Garbage Disposal. No Lot shall be used as a dumping ground for rubbish. No person shall be allowed to dump any refuse, grey water, chemicals, pesticides, or like substances on a Lot. Lightweight containers weighing not more than twenty-five (25) pounds are permitted for trash, garbage, rubbish, debris, waste material or other refuse.

Said containers must be tied or closed at all times and, except for placement at streetside as described below, kept from view by the public or residents within the vicinity. Said containers shall not be placed streetside any earlier than the night before the scheduled pick-up, and said containers must be returned to the utility yard or enclosure within eight (8) hours after the announced pick-up time. Notwithstanding the foregoing, during construction, dumpsters will be permitted and garbage disposal shall be regulated by the DRB.

8. Article VIII, Section 11, is amended to read as follows:

Section 11. Preservation of Trees. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and retain as many trees as is reasonably possible. No excavation or fill or clearing of trees shall be performed in violation of the law. No trees greater than 3 inches in diameter at breast height shall be cut or removed without approval of the DRB. If existing trees are removed without DRB approval, or if existing remaining trees die, the DRB may require the replacement of each tree with a container-grown tree with a minimum size of 14 feet/7 feet within 90 days of the tree being removed following either event.

The remainder of Section 11 shall be unchanged.

9. Article VIII, Section 13, is amended to read as follows:

Section 13. Clotheslines. Clotheslines and other outdoor clothes drying facilities shall be permitted at such times and in such places as approved by the DRB, to the extent permitted by law.

10. Article VIII, Section 15, is amended to read as follows:

Section 15. Water. No Owner may install a private water well on a Lot. However, the private water well on Lot 2 of Block H may continue in existence. Any sprinkler systems that connect into the water supply system must have Florida Department of Environmental Regulation approved back-flow preventers. Owners are hereby restricted to watering their lawn no more than two (2) days per week. Owners shall conform to St. Johns River Water Management District's, together with any other governmental entity's, guidelines regarding irrigation of lawns and types of plants that may be used for landscaping.

11. Article VIII, Section 16, is amended to read as follows:

Section 16. Games and Play Structures. All basketball backboards or any other fixed games or play structures shall be installed maintained or used only as regulated and approved by the DRB as to type, placement and size. The Association has the right to promulgate Rules and Regulations pertaining to hours of use as well as requiring installation and maintenance of landscaping around all games and play structures.

12. Article VIII, Section 21, is amended to read as follows:

Section 21. Motor Vehicles, Trailers, Campers, etc. Each Owner shall provide parking on its Lot for at least two automobiles. Provision for parking shall be made on the Lot prior to the Owner's occupancy of the Lot. Subject to the terms of this Section, unless otherwise specifically permitted by the Association, there shall be no outside storage or parking on a Lot or within any portion of the Common Area (other than areas provided therefore within the Common Area, if any) of any boat or other water craft, mobile home, trailers (either with or without wheels), motor home, tractor, trucks or SUV's in excess of 1 ton capacity, commercial vehicles of any type, camper, any vehicles with signs on them or any other related forms of transportation devices. The above forms of transportation shall only be parked or stored within a fully-enclosed garage.

All motorized vehicles or transportation forms of any kind shall be permitted by all applicable state or local governmental authorities. All motorized vehicles must be

registered with the Association. The Association may charge a minimum fee for the registration of motorized vehicles. Because of noise and safety issues, the use of motorized go-carts, all terrain vehicles (ATV's), and mopeds are prohibited within the Subdivision.

No Owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within the Property or within any portion of the Common Area, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Lots on paved surfaces or designated areas and shall not block sidewalks. Parking by Owners within street rights-of-way is prohibited. The Association is authorized to tow vehicles parked in violation hereof and charge the expense therefore against the Owner in violation. Overnight parking on streets or in street rights-of-way by non-Owners shall be prohibited.

13. Article VIII, Section 24, is hereby amended to read as follows:

Section 24. Lawns, Landscaping, Lawn Ornaments and Lettering. Any new lawn on a Lot or any Owner resodding their current lawn shall only be sodded with Empire Zoysia grass for water conservation purposes, and no other type of grass may be used on the lawn. This restriction shall not apply to any lawn currently sodded with St. Augustine grass until such time that the Owner elects to resod the entire lawn, or any time that at least 50% of the lawn must be resodded. The design, placement and maintenance of lawns, landscaping and lawn ornaments shall be governed by the DRB. All lawns and the approved landscaping of each Lot shall extend to the street pavement (including each side of any intervening sidewalk), and shall thereafter be maintained in good condition by the Owner. No gravel, blacktop or paved parking stripes shall be installed or maintained by any Owner adjacent to or along the street. No lettering or names on the dwelling, driveway and/or lawn for decorative purposes shall be permitted. Reasonably sized numbers on the dwelling for identification purposes that conform aesthetically with the dwelling shall be allowed with DRB approval. All other lawn ornaments shall be prohibited, unless approved by the DRB as part of the landscaping plan.

14. Article VIII, Section 28, is amended to read as follows:

Section 24. Fences. No fences or walls shall be erected without approval by the DRB. No fences shall be allowed in the front of a Residential Unit. Subject to DRB approval, aluminum fences shall be allowed around unscreened pools.

15. Article XIII is hereby deleted in its entirety and replaced with the following:

ARTICLE XIII

(This Article is intentionally left blank)

16. Any provisions, terms or parts of the Restrictions listed above not changed, modified or removed except as stated herein, remain in full force and effect as they exist in the Restrictions recorded in the Public Records of Lake County, Florida.

Dated this 23rd day of September 2009.

Declarant:

Harbor Hills Development, L.P. d/b/a Harbor Hills Development, Ltd., a Florida Limited Partnership

By: H.H.C.C., Inc., a Florida corporation
General Partner

By: [Signature]
Michael Rich, President

Witnesses:

[Signature]
[Signature]

Print Witness Name

Karen E Smead

Print Witness Name

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 23 day of September, 2007, by Michael P. Rich, President of H.H.C.C., Inc., General Partner of Harbor Hills Development, L.P., d/b/a Harbor Hills Development, Ltd., who X is personally known to me, or _____ produced _____ as identification.

Lu Ann Miller

NOTARY PUBLIC - STATE OF FLORIDA

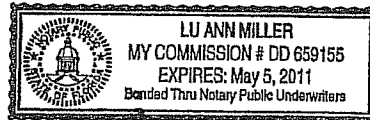
(Signature of Notary)

Lu Ann Miller

(Print Name of Notary Public)

My Commission Expires: May 5, 2011

Serial/Commission Number: DD 659155



CFN 2010008479
Bk 03866 Pgs 1812 - 1813 (2pgs)
DATE: 01/28/2010 08:55:05 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

17
The instrument prepared by/return to:
Gary Fuchs/amr
McLin & Burnsed PA
Post Office Box 1299
The Villages, FL 32158-1299
070931

**Amendment No. 2 to Declaration of Covenants, Conditions,
Easements and Restrictions for
Harbor Hills, Lake County, Florida**

Harbor Hills Development, L.P., d/b/a Harbor Hills Development, Ltd., a Florida limited partnership ("Declarant" or "Developer"), whose address is 6538 Lake Griffin Road, Lady Lake, FL 32159, hereby amends the following Declaration of Covenants, Conditions and Restrictions ("Restrictions") recorded in Official Records Book 1403, Page 308, and as amended in Official Records Book 3833, Page 2245, Public Records of Lake County, Florida, affecting Harbor Hills, a subdivision in Lake County, Florida, as follows:

1. Exhibit "C" is hereby amended to read as follows:

The owners of various portions of the Property shall be obligated to pay Assessments on a prorata basis, with the total Assessments divided by the total number of Assessment Units and with the results thereof multiplied by the Assessment Unit allocated for each interest in the Property as set forth below:

1. Residential Parcel - One (1) Assessment Unit for each Lot owned.
2. Residential Unit - One (1) Assessment Unit for each Residential Unit owned. This Assessment Unit is for an improved Residential Parcel and shall be added to the Assessment Unit for the Residential Parcel (Note: For calculation purposes, a Residential Unit is assessed at 2 Assessment Units, one for the Residential Parcel and one for the Residential Unit).
3. Commercial Property - One (1) Assessment Unit for each 500 square feet of each developed commercial building that has been constructed and is in use. This square foot calculation is for improved, usable commercial space, as opposed to land being zoned or designated for commercial use.
4. Membership Recreation Facility - One (1) Assessment Unit for each Membership Recreation Facility.
5. Notwithstanding anything to the contrary in numbers 1 through 4, any Residential Parcel owned by the Developer shall be designated and calculated in the assessment process as follows:

Developer Residential Parcel - Forty percent (40%) of one (4) Assessment Unit for each Lot owned by the Developer.

The total Assessment Units for the Property shall be found by adding the respective Assessment Units above.

Any provisions, terms or parts of the Restrictions listed above not changed, modified or removed except as stated herein, remain in full force and effect as they exist in the Restrictions recorded in the Public Records of Lake County, Florida.

Dated this 16th day of January, 2010.

Witnesses:

[Signature]

Terrell F. Cox

Print Witness Name

[Signature]

Kim Smith

Print Witness Name

Declarant:

Harbor Hills Development, L.P. d/b/a Harbor Hills Development, Ltd., a Florida Limited Partnership

By: [Signature] H.H.C.C., Inc., a Florida corporation
General Partner

By: [Signature]
Michael Rich, President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 14 day of January, 2010, by Michael P. Rich, President of H.H.C.C., Inc., General Partner of Harbor Hills Development, L.P., d/b/a Harbor Hills Development, Ltd., who is personally known to me, or produced _____ as identification.

[Signature]

NOTARY PUBLIC - STATE OF FLORIDA

(Signature of Notary)

Lu Ann Miller

(Print Name of Notary Public)

My Commission Expires: May 5, 2011

Serial/Commission Number: DD 659155



AllsetHarbor HillsAmendment 2 to Declaration 1-08-10