



INSTR 20020589389
 OR BK 06690 PG 2398
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 12/04/2002 04:18:30 PM
 REC FEE 10.50

This Instrument Prepared By:
 Clifford B. Shepard, III, Esquire
 Shepard, Filburn & Goodblatt, P.A.
 221 Northeast Ivanhoe Boulevard Suite 205
 Orlando, Florida 32804

**3rd AMENDMENT TO DECLARATION OF COVENANTS,
 CONDITIONS, EASEMENTS & RESTRICTIONS FOR JOHNS
 LANDING**

THIS 3rd AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS & RESTRICTIONS FOR JOHNS LANDING is made and executed this 30 day of December, 2002, by Roberts/Cura Company, a Florida joint venture (hereinafter referred to as the "Developer").

RECITALS

A. Developer caused the Declaration of Covenants, Conditions, Easements & Restrictions for Johns Landing ("Declaration") to be recorded in Official Records Book 6022, Page 2293 of the public records of Orange County, Florida.

B. Developer is entitled to amend the terms and provisions of, and the covenants, conditions, restrictions, easements and reservations set forth in the Declaration upon the affirmative written consent or the vote of not less than two-thirds (2/3) of the total votes of the members of the Association, and without requiring the joinder or consent of any other person or party whomsoever, provided any such amendment must be approved by the Federal Housing Administration and the Veterans Administration; and

C. Developer controls more than two-thirds (2/3) of the total votes of the members of the Association and this amendment has been approved (or said has approval has been waived or is not required) by the Federal Housing Administration and the Veteran's Administration; and

D. Developer desires to amend the Declaration to modify certain covenants and restrictions.

NOW, THEREFORE, for and in consideration of the premises hereof, Developer does hereby amend the Declaration as follows (additions noted by underline, deletions by ~~strikeout~~):

ARTICLE VIII
BUILDING RESTRICTIONS - RESIDENTIAL PROPERTY

5. Construction Time.—~~Unless otherwise approved by the Architectural Review Board in writing, construction of a residential dwelling and other Improvements must be commenced not later than twenty four (24) months from the date of the natural conveyance of a lot from the Developer. If construction does not commence within such twenty four (24) month period, Seller has the right to re-~~

~~purchase property for the initial purchase price from Buyer. Buyer shall include, but is not limited to, the original Buyer and/or any additional or subsequent Buyers of said property. The original or subsequent Buyer, but under no circumstances the original Seller, is required to pay all closing and other incidental costs associated with the re-purchase of said property. Such costs include, but are not limited to, transfer fees, underwriting fees, interest, insurance, document preparation, title searches, title transfer fees, recording fees, city and/or state seals and/or stamps, assignment fees, surveys, inspections and all taxes due for the current and/or past years. Seller must initiate the right to re-purchase said property within twelve (12) months from date of breach, or Seller will be barred from re-purchasing property at a future date. Once Seller has notified Buyer of Seller's intent to re-purchase said property, all transfers of title must occur in a timely manner, but in no event shall closing be delayed more than ninety (90) days from notice. Notice of intent to re-purchase by Seller must be sent to the original Buyer's last known address via U.S. mail or other commonly accepted means of correspondence, and must include the address of the property being re-purchased. Such notice, if properly executed, shall serve as adequate and final notification. Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than twelve (12) months from the date of commencement of such construction, however, the Architectural Review Board shall have the power and authority to extend the period permitted for construction, as aforesaid; provided that the Owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the Architectural Review Board, in the exercise of its reasonable discretion, determines that the request is reasonable and the extension is warranted.~~

IN WITNESS WHEREOF Developer has caused this 3rd Amendment to the Declaration of Covenants, Conditions and Restrictions to be made and executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

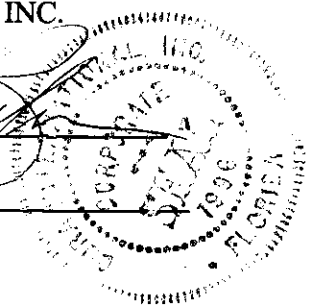
Roberts/Cura Company, a Florida joint venture

Witness Signature *Clifford B. Shepard, III*
Print Name Clifford B. Shepard, III

by CURA INTERNATIONAL, INC.
Its General Partner

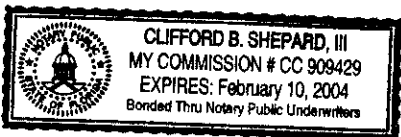
Witness Signature *Toni Alvarado*
Print Name Toni Alvarado

By: *Richard A. Barber*
Title: Pres.
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of December, 2002, by Richard A. Barber, the President of Cura International, Inc., a general partner of Roberts/Cura Co., a Florida Joint Venture, on behalf of the Partnership. He is personally known to me and did take an oath.



NOTARY PUBLIC

Clifford B. Shepard, III
State of Florida at Large