

**SECOND AMENDMENT TO DELCARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TAPESTRY PARK**

The undersigned files this Amendment to the Declaration of Covenants, Conditions and Restrictions for Tapestry Park as recorded in the Bay County Official Records Book 2412, page 799 through 856 (the "Declaration").

RECITALS

WHEREAS, pursuant to Article XV, Paragraph 15.2(b) of the Declaration, the Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Owners representing 75% of the total Class "A" votes in the Association.

NOW THEREFORE, the undersigned files this Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Tapestry Park ("Amendment") as set for the below.

1. The Recitals, set forth above, are hereby certified as true and correct in all respects and are made a part hereof;
2. The Owners representing 75% of the total Class "A" votes affirmatively voted and/or provided their written consent to amend. has full authority to, and does hereby, amend the Declaration, Article 9, Section 9.4 to read in its entirety as follows:

ARTICLE IX – ARCHITECTURAL STANDARDS

Section 9.4 Commencement Construction: Completion of Construction: At such time as an Owner takes fee simple title to a Lot from Declarant as recorded in the Public Records of Bay County, Florida, the Owner shall be required to commence construction of the main residence within 36 months and be completed within 12 months after construction begins. This requirement shall not "reset" if the Lot is conveyed to a new Owner.

For such Lots to which an Owner has taken fee simple title to a Lot prior to June 1, 2009 from Declarant as recorded in the Public Records of Bay County, Florida, the Owner shall be required to commence construction of the main residence located upon the Lot as follows:

- A.) As to Lots in Blocks A, B and E, Phase I, Tapestry Park, commencement of construction must occur prior to July 1, 2012 and be completed within 12 months after construction begins.
- B.) As to Lots in Block C and D, Phase I, Tapestry Park, commencement of construction must occur prior to April 1, 2012 and be completed within 12 months after construction begins.
- C.) As to Lots in Blocks F and G, Phase II & Phase II-A, Tapestry Park commencement of construction must occur prior to October 1, 2012 and be completed within 12 months after construction begins.
- D.) As to Lots in Block J, Phase II-A, Tapestry Park, commencement of construction must occur prior to April 1, 2012 and be completed within 12 months after construction begins;

E.) As to Lots in Block I, Phase II-A, Tapestry Park, commencement of construction must occur prior to July 1, 2012 and be completed within 12 months after construction begins,

F.) As to lots in Block H, Phase IIA, Tapestry Park, commencement of construction must occur prior to October 1, 2012 and be completed within 12 months after construction begins.

In the event that an Owner fails to commence construction or complete construction within the period described herein, the Declarant may assess a fine on behalf of the Association as determined by the Board, but not to exceed \$500.00 per month and not to exceed \$5000.00 in total, to be assessed as of the first day of the violation. The fine may be memorialized pursuant to a claim of lien duly filed in the Public Records of Bay County, Florida to be duly enforceable against the Lot as if a lien for failure to pay assessments. In addition, in the event that an Owner fails to commence or construct the main residence within the time frame stated herein, the Declarant shall have the option exercisable at any time to repurchase the Lot at the same terms and conditions as the Lot was sold by the Declarant, subject only to taxes for the then current year, easements and restrictive covenants. The repurchase right may be exercisable upon 30 days notice in writing provided by the Declarant to the Owner. The Declarant shall designate the Closing Agent and the Owner shall pay title charges for an Owner's title insurance policy as well as documentary stamps to be affixed to the deed of conveyance. The Declarant shall pay the cost for recording the deed of conveyance.

1.) Except as herein amended, the Declaration shall remain in full force and effect as of the date first recorded.

WITNESSETH:

Tammy Malloy
WITNESS
Print Name: Tammy Malloy

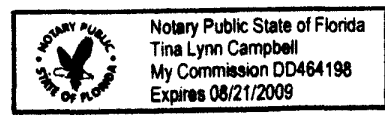
Courtney Hanahan
WITNESS
Print Name: Courtney Hanahan

Tapestry Park Owners Association, Inc.
By: MARK TANNEY
Its: President

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 20 day of ^{July} ~~June~~, 2009, by Mark Tanney, as President of Tapestry Park Owners Association, Inc. He (notary **must** check applicable box):

- is personally known to me.
- produced a current Florida driver's license as identification.
- produced _____ as identification.



(Seal)

Tina Lynn Campbell
Notary Public