

MARYANNE MURSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 05086 PG 0341
CLERK'S # 2003198133
RECORDED 11/04/2003 01:15:09 PM
RECORDING FEES 15.00
RECORDED BY D Norton

This instrument prepared by
and returned to:

R
Todd M. Hoepker, P.A.
Post Office Box 3311
Orlando, Florida 32802-3311

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
THE SANCTUARY HOMEOWNERS' ASSOCIATION**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE SANCTUARY HOMEOWNERS' ASSOCIATION, is made and entered into this 22 day of October, 2003 by THE SANCTUARY-OVIEDO LIMITED PARTNERSHIP, a Florida limited partnership, whose address is 1155 South Semoran Boulevard, Suite 1120, Winter Park, Florida 32792-5505 (hereinafter referred to as "Declarant").

WHEREAS, Declarant recorded the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Sanctuary Homeowners' Association in Official Records Book 4127, Page 1479, Public Records of Seminole County, Florida on June 17, 2001 (the "Declaration");

WHEREAS, Declarant recorded an Amendment to Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for The Sanctuary Homeowners' Association in Official Records Book 4159, Page 1093, Public Records of Seminole County, Florida on August 31, 2001 (the "First Amendment");

WHEREAS, pursuant to Article XIX, the Declarant reserved the right to amend the Declaration to correct ambiguities or scrivener's errors determined to exist within the Declaration;

WHEREAS, the Declarant has determined that certain ambiguities do exist, and in connection therewith desires to execute and record this Second Amendment;

WHEREAS, pursuant to the First Amendment, Article IV, Section 21, "Architectural and Landscaping," of the Declaration was amended to state as follows:

"Article IV, Section 21, "Architectural and Landscaping." Except as otherwise provided herein, and except for Association Walls under Article V, all fencing constructed within The Sanctuary shall be subject to architectural review, as provided by Article IV hereof. Notwithstanding the above, the following shall apply to all fences constructed on lots within The Sanctuary:

(a) All fencing shall be stucco fencing, six (6) feet in height, and of a color approved by architectural review. However, PVC fencing shall be permitted, upon approval, along the said and rear lot lines of individual lots.

(b) All such fencing may be constructed by Declarant, under separate contract entered into by Lot Owner and Declarant.

(c) Any fencing adjacent to a park area shall be six (6) feet green vinyl chain link fence.

(d) No fencing shall be permitted adjacent to any lake area.

(e) Except as provided for corner lots, no such fencing shall be constructed forward of the rear side of any residence.

(f) Property owners of corner lots who desire fencing shall not construct such fence forward of the side of the residence closest to the side street upon which the lot is located. All other fencing on corner lots shall comply with Section 21(e) above.

(g) Notwithstanding the above, all fencing constructed within The Sanctuary shall be subject to Architectural review, as provided by Article IV hereof."

WHEREAS, the Declarant desires to amend Article IV, Section 21(d), "Architectural and Landscaping," of the Declaration to allow the construction of fences on lots adjacent to lakes and retention ponds;

WHEREAS, the foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Second Amendment;

WHEREAS, all capitalized terms used in this Second Amendment shall have the same meanings given to such terms in the Declaration, unless otherwise amended or indicated to the contrary in this Second Amendment. From and after the date of execution of this Second Amendment, any and all references to the Declaration shall be amended to refer to the Declaration as amended by this Second Amendment. The Declaration and this Second Amendment are sometimes hereinafter collectively referred to as the "Declaration."

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. Article IV, Section 21(d), "Architectural and Landscaping," shall be amended to state:

"(d) Property owners of lots adjacent to lakes or retention ponds are permitted to construct fences only upon the following terms and conditions:

(i) the fence shall be constructed only of PVC;

(ii) the fence shall be no taller than 4 feet;

(iii) the fence shall be constructed so as not to impede the visual of other property owners; and

(iv) the fence shall be subject to architectural review.”

2. Except as set forth herein, the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements has been executed as of the date first set forth above.

Signed, sealed and delivered

THE SANCTUARY-OVIEDO LIMITED PARTNERSHIP, a Florida limited partnership, by FL MSII/SEP II GP, LC, its general partner, by HEARTHSTONE, INC., a California corporation, its managing member

[Signature]
Print Name: James Mac Donald

By: [Signature]
Print Name: DAVID LINDEMAN
Title: Dir. of Const.
CROSS WINDS

[Signature]
Print Name: Bonnie Cardosa

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22 day of October, 2003, by David Lindeman as Director of Const. (title) of THE SANCTUARY-OVIEDO LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of said entity. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
Notary Public
Printed Name: HEATHER L. SPARKS
Commission Number: DD 086218
My Commission Expires: Jan 23, 2006

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 04159 PG 1093
CLERK'S # 2001741024
RECORDED 08/31/2001 10:36:26 AM
RECORDING FEES 19.50
RECORDED BY M Nolden

This instrument prepared by and
after recording return to:

Terrence R. Holihen, Esq.
Akerman, Senterfitt & Eidson, P.A.
255 South Orange Avenue, Suite 1700
Orlando, Florida 32801

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**AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF
THE SANCTUARY HOMEOWNER'S ASSOCIATION**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF THE SANCTUARY HOMEOWNER'S ASSOCIATION (this "Amendment") is made this 6th day of August, 2001, by THE SANCTUARY-OVIEDO LIMITED PARTNERSHIP, a Florida limited partnership, whose address is 1155 S. Semoran Boulevard, Suite 1120, Winter Park, Florida 32792-5505, hereinafter referred to as "Declarant."

RECITALS

A. On June 17, 2001, the Declarant recorded that certain Declaration of Restrictive Covenants, Conditions, Restrictions and Easements of the Sanctuary Homeowner's Association in Official Records Book 4128, Page 1479, Public Records of Seminole County, Florida ("Declaration").

B. Pursuant to Article XIX of the Declaration, the Declarant reserves the right to unilaterally amend the Declaration.

C. The Declarant has determined that certain ambiguities exist, and in connection therewith desires to execute and record this Amendment.

NOW, THEREFORE, Declarant, for itself and its successors and assigns, the Association and Members, by the execution and recording in the Public Records of Seminole County of this Amendment, does hereby declare that the Declaration shall be amended as provided herein. The Property shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Amendment and the Declaration, both of which shall run with the title to the Property. The provisions of this Amendment shall be binding upon the Association and the Members in accordance with the terms of the Declaration.

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Amendment.

2. Defined Terms. All capitalized terms used in this Amendment shall have the same meanings given to such terms in the Declaration, unless otherwise amended or indicated to the contrary in this Amendment. From and after the date of execution of this Amendment, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this Amendment. The Declaration and this Amendment are sometimes hereinafter collectively referred to as the "Declaration."

3. Article IV. "Architectural and Landscaping" shall be amended to read as follows:

Except as otherwise provided herein, all fencing constructed within The Sanctuary shall be subject to architectural review, as provided by Article IV hereof. Notwithstanding the above, the following shall apply to all fences constructed on lots within The Sanctuary:

- (a) All fencing shall be stucco fencing, six (6) feet in height, and of a color approved by architectural review. However, PVC fencing shall be permitted, upon approval, along the side and rear lot lines of individual lots.
- (b) All such fencing may be constructed by Declarant, under separate contract entered into by Lot Owner and Declarant.
- (c) Any fencing adjacent to a park area shall be six (6) feet green vinyl chain link fence.
- (d) No fencing shall be permitted adjacent to any lake area.
- (e) Except as provided for corner lots, no such fencing shall be constructed forward of the rear side of any residence.
- (f) Property owners of corner lots who desire fencing shall not construct such

fence forward of the side of the residence closest to the side street upon which the lot is located. All other fencing on corner lots shall comply with Section 21(e) above.

(g) Notwithstanding the above, all fencing constructed within The Sanctuary shall be subject to Architectural review, as provided by Article IV hereof.

4. Declaration in Full Force. Except as modified herein, the terms and conditions of the Declaration shall be and remain in full force and effect.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the day and year first above written.

WITNESSES:

The Sanctuary - Oviedo Limited Partnership, a Florida limited partnership

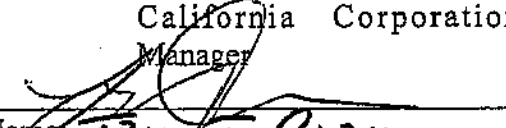


Name: Sara Brown

By: FL MSII/SEPII GP, L.C., a Florida limited liability company, General Partner


Name: Lisa Maxwell

By: HEARTHSTONE, INC., a California Corporation, Manager

By: 
Name: Tracy I. Carter
Title: SVP - General Counsel

STATE OF California
COUNTY OF San Francisco

The foregoing instrument was acknowledged before me this 6th day of August, 2001, by Tracy T. Carver, as SVP-General Counsel of Hearthstone, Inc., a California corporation, Manager of FL MSII/SEPII GP, L.C., a Florida limited liability company, General Partner of The Sanctuary - Oviedo Limited Partnership, a Florida limited partnership, on behalf of said entity. Said person (check one) is personally known to me or produced _____ as identification.

Angie Wong

Signature of Notary Public

ANGIE WONG

Print Name of Notary Public

Notary Public - State of California

My commission expires: 10/13/2004

