

Prepared by and return to:  
George H.G. Hall, Esq.  
4736 Blanding BV  
Jacksonville, FL 32210

**CORRECTED  
SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
CRESTWICK CROSSING**

**THIS CORRECTED SECOND AMENDMENT CORRECTS AND REPLACES THE  
SECOND AMENDMENT FILED IN OR BOOK 3898 PAGE 793 on 04/02/2007.**

**THIS SECOND AMENDMENT TO THE DECLARATIONS OF COVENANTS,  
CONDITIONS, AND RESTRICTIONS FOR CRESTWICK CROSSING HOMEOWNERS  
ASSOCIATION, INC.** ("Second Amendment") is made and executed this 30<sup>th</sup> Day of ~~JANUARY~~, 2008 by Crestwick Crossing Homeowners Association, Inc., a Florida Corporation;

**RECITATIONS**

**WHEREAS**, Developer executed that certain Declaration of Covenants, Conditions, and Restrictions and Amendments thereto for Crestwick Crossing Homeowners Association, Inc., recorded in Official Records Books 9968 and 10225 at Pages 1051 and 1416, of the Public records of Duval County, Florida ("Declaration"); and

**WHEREAS** pursuant to authority granted to it in ARTICLE VII –MISCELLANEOUS, Section 7.3 of the Declaration, the Association desires to amend the Declaration to modify, clarify and otherwise conform the terms and provisions of the Declaration.

**NOW THEREFORE**, the undersigned hereby declares as follows:

A. In the event the terms and provisions of this Second Amendment should conflict with the terms and provisions of the Declaration, the terms and provisions of this Second Amendment shall control.

1. Article IV, Covenant for Maintenance Assessments, Section 4.10 Capital Contribution Assessment, the original language is hereby replaced in entirety with the following language in its stead:

"All conveyances of a lot will incur a Two Hundred Fifty & 00/100 Dollars (\$250.00) capital contribution."

2. Amended Section 5.3 Fences, as Recorded in Official Records Book 10225 at Page 1417 is hereby amended by deleting all references to a specific type of fencing of said section and adding the following language in its stead:

"The Architectural Review Committee (ARC) or Board of Directors acting as the ARC may develop design specifications for the type, size, composition, and placement of fencing on a residential lot. The ARC or Board of Directors will publish the design standards for fencing; however, the decision of the ARC, or the Board of Directors acting as the ARC, is final with respect to approval of the type, design, composition and placement of any fencing installation. Additionally,

if an owner has a fence that does not meet current design standards; they will be grandfathered until such time as a replacement is required. At the time of reapplication the owner must comply with the new standards. All other specifications in the original Amendment Section 5.3 apply."

B. Except as expressly amended and modified hereby the Declaration shall remain in full force and effect in accordance with the terms and provisions thereof.

**IN WITNESS WHEREOF**, this Second Amendment has been executed as of the date first set forth above by the Association, acting by and through its undersigned officer who is thereunto duly authorized.

Signed, sealed and delivered  
In the presence of:

**ASSOCIATION**

**CRESTWICK CROSSING  
HOMEOWNERS ASSOCIATION  
INC., a Florida not-for-profit  
Corporation**

Rebecca A. Gaddis  
Printed Name: REBECCA A GADDIS

By: [Signature]  
President

Eric Hippen  
Printed Name: Eric Hippen

(Corporate Seal)

**STATE OF FLORIDA**

**COUNTY OF**

The foregoing was acknowledged before me this 30<sup>th</sup> day of January 2008 by Patrick Wiens the President of Crestwick Crossing Homeowners Association, Inc., a Florida not-for-Profit Corporation. He is personally know to Me     or has produced Military ID as identification .

Beverly Jo Linsley

Notary Public  
My Commission Expires

