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MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
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THIS DOCUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:



James E. L. Seay, Esquire
Holland & Knight, LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801
407-425-8500

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**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
THE ENCLAVE AT MOSS PARK**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ENCLAVE AT MOSS PARK is made and executed this 14th day of July, 2006, by BEAZER HOMES CORP., a Tennessee corporation (hereinafter referred to as "Developer").

W I T N E S S E T H:

WHEREAS, Developer, pursuant to that certain Declaration of Covenants and Restrictions for The Enclave at Moss Park dated July 5, 2005, and recorded on September 15, 2005, in Official Records Book 08193, Page 2281 of the Public Records of Orange County, Florida, as amended by the First Amendment to Declaration of Covenants and Restrictions for the Enclave at Moss Park dated April 10, 2006, and recorded on April 13,, 2006, in Official Records Book 08586, Page 2745

of the Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"), did declare that certain real property more particularly described on Exhibit "A" to the Declaration was to be subject to certain covenants, conditions, restrictions, reservations and easements more particularly set forth therein; and

WHEREAS, Section 3 of Article XX of the Declaration permits the Declaration to be amended by an instrument signed by the Owners of Sixty-six and two-thirds percent (66 2/3%) or more of the Lots; and

WHEREAS, the Developer is the Owner of more than Sixty-six and two-thirds (66 2/3%) of the Lots; and

WHEREAS, Developer desires to amend the Declaration in the manner hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises hereof, Developer does hereby declare that Sections 2.A. and 2.D. of Article XV of the Declaration shall be, and it is hereby, changed, amended, modified and restated as follows, to wit:

ARTICLE XV
INSURANCE

Section 2. Coverage.

A. Casualty. Townhome Buildings and improvements upon the Common Areas and all other Association owned common property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Association owned

common property shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association.

D. Insurance on Townhome Buildings. In addition to any and all other insurance which the Association may elect to obtain, the Association shall maintain hazard insurance on the Townhome Buildings with such companies as the association may determine in its reasonable discretion. Hazard policies issued to protect the Townhome Buildings shall provide that the word "building," wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Townhome initially installed or replacements thereof, of the like and quality, in accordance with the original plans and specifications are not available. However, the word "building" shall not include Townhome floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets required to be replaced or repaired by the Townhome Owner. With respect to the coverage provided by this paragraph, the Townhome Owner shall be considered as an additional insured under the policy.

Notwithstanding the foregoing or anything else in this Declaration to the contrary, each Owner, and any tenant of any such Owner, shall be solely responsible for obtaining (i) such liability insurance as may be necessary to protect such owner or tenant as the case may be against claims typically covered by liability insurance and (ii) such other insurance as may be necessary to insure such Owner's or such tenant's personal property, as the case may be.

IN WITNESS WHEREOF, this SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ENCLAVE AT MOSS PARK has been executed by Developer in a form and manner sufficient to bind it on the day and year first above written.

Signed, sealed and delivered in the presence of:

BEAZER HOMES CORP.
a Tennessee corporation

Dorothy H. Kenney

Print Name DOROTHY H. KENNEY

Mariam Oquendo

Print Name Mariam Oquendo

[Signature]
By: _____
Name: DAVID G. BYRNES
Title: President, Orlando Division
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14th day of July, 2006, by David G. Byrnes, as President, Orlando Division of BEAZER HOMES CORP., a Tennessee corporation, as Developer. He is personally known to me and did not take an oath.

AFFIX NOTARY STAMP

Dorothy H. Kenney
Signature of Person Taking Acknowledgment
Print Name: _____
Title: Notary Public
Serial No. (if any) _____
Commission Expires: _____

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DOROTHY H. KENNEY
Notary Public, State of Florida
My comm. exp. Apr. 13, 2008
Comm. No. DD 303586