

Return to:
Teresa Thornton-Hill
Intervest Construction, Inc.
2359 Beville Road
Daytona Beach, Florida 32119

11/25/1997 09:06
Instrument # [REDACTED]
Book: 4255
Page: 367

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE SANCTUARY ON SPRUCE CREEK**

(All references to recording information herein are to the Public Records of Volusia
County, Florida unless otherwise indicated)

(Underlined test represents new language)

This First Amendment to the Declaration of Covenants and Restrictions made on the
date hereinafter set forth by MHK of Volusia County, Inc., a Florida corporation ("Declarant"),

W I T N E S S E T H:

WHEREAS, Declarant desires to amend the Declaration of Covenants and Restrictions
as recorded in Official Records Book 4035, Pages 855 through 883, (the "Declaration"); and

WHEREAS, Article X section 5 of the Declaration provides that Declarant may amend
the Declaration so long as it remains as Declarant;

WHEREAS, Article III of the Declaration provides that the undersigned or its assign
shall remain as Declarant until 90% of all lots in all phases of the SANCTUARY AT SPRUCE
CREEK are conveyed to Class A members or until the undersigned or its assign voluntarily
relinquishes control to the Class A members or until September 1, 2008; and

WHEREAS, none of the above conditions have been met and undersigned remains as
Declarant under the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration as herinafter set forth to clarify
the obligations of lot owners in regards to maintenance; and

WHEREAS, Declarant desires to put all transferees, mortgagees and lienors on notice
of such amendments.

NOW THEREFORE, the following amendment to the Declaration is hereby adopted,
and each transferee, mortgagee or lienor of any property within the SANCTUARY AT
SPRUCE CREEK (including any future phases thereof submitted to the Declaration) and their
respective heirs, successors and assigns, shall be bound by and subject to such amendment, to
wit:

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Page: 368
Diane M. Matousek
Volusia County, Clerk of Court

Article IX, Section 24 is hereby amended by adding the following sentence to the end of said section:

Each owner of a lot adjacent to or abutting any retention area shall be responsible for the mowing and trimming of grass on the property down to the water line of the retention area even if such property is subject to an easement.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 19th day of November, 1997.

Witnesses:

MHK of Volusia County, Inc.,
a Florida corporation

T. Thornton Hill
(Name Printed or Typed)

Susan K. Lewis
(Name Printed or Typed)

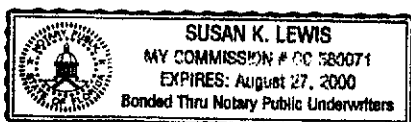
Morteza Hosseini-Kargar
President

(Corporate seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 19th day of November, 1997, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced personally known as identification.

NOTARY PUBLIC:



Sign: Susan K. Lewis
Print: Susan K. Lewis

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____
Commission Number: CC 580071

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE SANCTUARY ON SPRUCE CREEK
(Phase III)**

With ARC Amendment to Section 8 Approved November 12, 2015

(All references to recording information herein are to the Public Records of Volusia County, Florida unless otherwise indicated)

This Second Amendment to the Declaration of Covenants and Restrictions made on the date hereinafter set forth by MHK of Volusia County, Inc a Florida corporation ("Declarant"),

WITNESSETH:

WHEREAS, Declarant under the Declaration of Covenants and Restrictions as recorded in Official Records Book 435, Pages 855 through 883, (the "Declaration"); and

WHEREAS, Article X Section 5 of the Declaration provides that Declarant may amend the Declaration so long as it remains as Declarant;

WHEREAS, Article III of the Declaration provides that the undersigned or its assigns shall remain as Declarant until 90% of all lots in all phases of the SANCTUARY ON SPRUCE CREEK are conveyed to Class A members or until the undersigned or its assigns voluntarily relinquishes control to the Class A members or until September 1, 2008; and

WHEREAS, none of the above conditions have been met and undersigned remains as Declarant under the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration as hereinafter set forth to clarify the obligations of lot owners in regards to maintenance; and

WHEREAS, Declarant desires to put all transferees, mortgagees and lienors on notice of such amendments.

NOW THEREFORE, the following amendments to the Declaration are hereby adopted, and each transferee, mortgagee or lienor of any property within the SANCTUARY ON SPRUCE CREEK (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendments, to wit:

Article IX, Section 8 is hereby amended as follows:

Fencing, Walls, Gates and Hedges. No wall, fence or hedge shall be erected, placed, altered, maintained or permitted to remain on any lot unless and until the height, type of materials, and location thereof have been approved in writing by the ARC. No fences are allowed in the front yard area of any Lot. No structures, fences, hedges, trees or other objects which might interfere with the upkeep and maintenance or view of a retention area, or interfere with the natural drainage of the Property, shall be installed by any Owner, unless specifically approved by ARC. In order not to block any adjacent Lot Owners view of a retention area, no fences shall be permitted on Lots adjoining Parcels A, J, N, Q and V that would encroach into that "area" described as all land lying between the rear property line of a Lot and the rear corners of the structure located on said Lot exclusive of any porches or screen enclosures. Any fences installed along the rear of any other Lots must be six foot high pressure treated wood or PVC with 4 x 4 posts installed to the inside of the fence or the finished side to the exterior. Said wood fence shall not be painted but left to weather naturally. PVC fence color shall be white. Each Lot Owner that installs a fence shall also be responsible for the maintenance and upkeep of that fence. If any Owner fails to properly maintain his fence the Association shall, after proper notice, have the power but not the obligation to enter on to any Lot for the purpose of maintaining, repairing or replacing any fences not properly maintained by the Owner. The Association shall have the power to place a lien on said Lot for the cost incurred by it to maintain, repair or replace the fence. No chain link fencing will be permitted within THE SANCTUARY ON SPRUCE CREEK SUBDIVISION.

Article IX, Section 24 is hereby amended as follows:

Retention Areas and Drainage Easements. No additions or change shall be made to the slopes of any retention area or to any drainage easement within THE SANCTUARY ON SPRUCE CREEK without the prior written approval of the ARC, and or the Board of Directors. The ARC shall not approve any fences or structures which obstruct the view or enjoyment, by Owner's of lots abutting Parcels A, J, N, Q and V of any retention area. No Owner shall install or cause to be installed any retaining wall or similar structure abutting any retention areas, or within any drainage easements without the prior written approval of the ARC.

Article IX, Section 34 is hereby amended as follows:

Games and Play Structures. All rear-yard play structures which can be viewed from the street must be substantially screened from view by a fence approved by the ARC. All portable play structures, including basketball backboards, must be concealed within the residence or behind a fence approved by the ARC when not in use. Portable play structures, including basketball backboards, may not be used within the common areas or roadways. Portable play structures, including basketball backboards, may only be used between the hours of 8AM and 9PM daily.

Tree houses shall not be constructed on any lot without prior written approval of the ARC. It shall be a condition of any such approval that the structure be substantially screened from view by adjoining lots.

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal the day and year first written above.

Signed, sealed and delivered

In the presence of:

Laraine L. Hawkins
LARAIN L. HAWKINS
(Name Printed or Typed)

Doreen Padetti
Doreen Padetti
(Name Printed or Typed)

MHK OF VOLUSIA COUNTY, INC.,
a Florida Corporation

By: [Signature]
Morteza Hosseini-Kargar, President

Book: 4464
Page: 824
Diane M. Matousek
Volusia County, Clerk
of Court

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 29th day of July, 1999, by Morteza Hosseini-Kargar, as President of MHK of Volusia County, Inc. A Florida Limited Partnership. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC:

Sign: Doreen Paoletti
Print: Doreen Paoletti
State of Florida at Large
(Seal)

My Commission Expires: 3-4-03

Title/Rank: _____

Commission Number: CC814515

**THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE SANCTUARY ON SPRUCE CREEK**

(All references to recording information herein are to the Public Records of Volusia County,
Florida unless otherwise indicated)

This Third Amendment to the Declaration of Covenants and Restrictions made on the date hereinafter set forth by MHK of Volusia County, Inc., a Florida corporation ("Declarant"),

WITNESSETH:

WHEREAS, Declarant desires to amend the Declaration of Covenants and Restrictions as recorded in Official Records Book 4035, Pages 855 through 883, as previously amended by the First Amendment to Declaration of Covenants and Restrictions, recorded in Official Records Book 4255, Page 367, and the Second Amendment to Declaration of Covenants and Restrictions, recorded in Official Records Book 4464, Page 821 (the "Declaration"); and

WHEREAS, Article X section 5 of the Declaration provides that Declarant may amend the Declaration so long as it remains as Declarant;

WHEREAS, Article III of the Declaration provides that the undersigned or its assign shall remain as Declarant until 90% of all lots in all phases of the SANCTUARY AT SPRUCE CREEK are conveyed to Class A members or until the undersigned or its assign voluntarily relinquishes control to the Class A members or until October 1, 2008; and

WHEREAS, none of the above conditions have been met and undersigned remains as Declarant under the Declaration; and

WHEREAS, Declarant wishes to amend the Declaration as herinafter set forth to accurately reflect the total number of lots comprising all phases of the subdivision; and

WHEREAS, Declarant desires to put all transferees, mortgagees and lienors on notice of such amendments.

NOW THEREFORE, the following amendment to the Declaration is hereby adopted, and each transferee, mortgagee or lienor of any property within the SANCTUARY AT SPRUCE CREEK (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendment, to wit:

Article III, Section 2(a) is hereby amended to indicate that the total number of lots contained within the subdivision is three hundred ten (310), not three hundred fifty-five (355).

IN WITNESS WHEREOF, Declarant has hereunto set its hand and seal this 23rd day of October, 2001.

Witnesses:

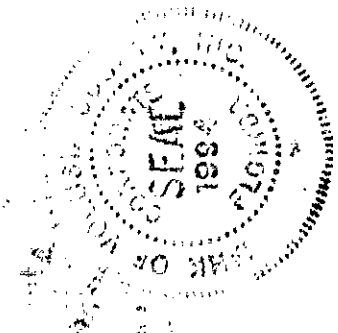
MHK of Volusia County, Inc.,
a Florida corporation

Richard A. Smith
Richard A. Smith
(Name Printed or Typed)

Cynthia C. Jones
Cynthia C. Jones
President

Joanne Schmieder
Joanne Schmieder
(Name Printed or Typed)

(Corporate seal)



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 23rd day of October, 2001, by Cynthia C. Jones, as President of MHK of Volusia County, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:

Sign: Heather N. Kaye
Print: Heather N. Kaye

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____



Heather N. Kaye
Commission # DD 025170
Expires May 13, 2005
Bonded Thru
Atlantic Bonding Co., Inc.