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SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR WELLINGTON AT KINGS RIDGE
NEIGHBORHOOD

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR WELLINGTON AT KINGS RIDGE NEIGHBORHOOD
("Amendment") is made by Lennar Land Partners, a Florida general partnership ("Lennar") and joined
in by Wellington at Kings Ridge Neighborhood Association, Inc.

RECITALS

A. Lennar Homes, Inc., a Florida corporation ("LHI") recorded that certain Declaration of Covenants, Restrictions and Easement for Wellington at Kings Ridge Neighborhood in Official Records Book 1565 at Page 1555, together with Supplementary Declaration recorded in Official Records Book 1602 at Page 2340 and Official Records Book 1603 at Page 842, all in the Public Records of Lake County, Florida (collectively, "Declaration"). LHI has assigned all of its right, title and interest as Developer under the Declaration to Lennar.

B. Section 14.5 of the Declaration permits Lennar, as Developer, to amend the Declaration at any time prior to termination of the Class B membership without the joinder or consent of any other person or entity whatsoever.

C. Lennar desires to make certain modifications to the Declaration as hereinafter set forth.

D. This Second Amendment is a covenant running with all of the land comprising the Wellington at Kings Ridge Neighborhood and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Second Amendment;

NOW THEREFORE, Lennar hereby declares that every portion of the Wellington at Kings Ridge Neighborhood is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment.

2. Conflicts. In the event that there is a conflict between this Second Amendment and Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Article XI Deleted and Replaced. Article XI of the Declaration is hereby deleted in its entirety from the Declaration and replaced with the following:

Article XI

11. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

11.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

11.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until Developer has completed all planned improvements in the Development) and Association.

11.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

11.4 Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

11.5 Homes.

11.5.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

11.5.2. Required Repair. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the Committee and the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

11.5.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 11.5.3. shall be in accordance with the all standards

established by Association and the Community Association from time to time with respect to any casualty that affects all or a portion of the Wellington at Kings Ridge Neighborhood.

11.5.4. Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

11.5.5. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy a Special Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

11.5.6. Association Has No Liability. Notwithstanding anything to the contrary this Section, Association, its directors and officers, shall not be liable to any person should it fail for any reason whatsoever to obtain insurance coverage on a Home.

11.6 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

11.6.1. The bonds shall name Association as an obligee.

11.6.2. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

11.6.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

11.6.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until Developer has completed all planned improvements in the Development) and Association.

11.7. Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

11.8. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

11.9. Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

11.13. Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Common Expenses.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 19 day of March, 1999.

WITNESSES:

LENNAR LAND PARTNERS, a Florida general partnership

By: Lennar Homes, Inc., a Florida corporation
as attorney in fact

Mypchelle L. Unsworth
Print name: Mypchelle L. Unsworth

[Signature]
Print name: [Signature]

By: [Signature]
Name: [Signature]
Title: V. Pres.

1900 W. W. Ridge Blvd.
Clermont FL 34711 (SEAL)

*pursuant to that certain Power of Attorney recorded in Official Records Book 1564 at Page 1873 in the Public Records of Lake County, Florida.

STATE OF FLORIDA)
COUNTY OF Lake) SS.:

The foregoing instrument was acknowledged before me this 19th day of March, 1999 by K. Lynn Walker, as V. Pres. of Lennar Homes, Inc., a Florida corporation, as attorney in fact for Lennar Land Partners, a Florida general partnership, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 11/22/02

[Signature]
NOTARY PUBLIC, State of Florida
Print name: Theresa A. Gallup



JOINDER

WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC.

WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC. ("Association") does hereby acknowledge that it is bound by and subject to the Second Amendment to Declaration of Covenants, Restrictions and Easements for Wellington at Kings Ridge Neighborhood ("Amendment"). The Association agrees that this joinder is for convenience only, and is not a condition to the effectiveness of such Second Amendment as the Association has no right to approve any amendment to or modification of the Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19 day of March, 1999

WITNESSES:

WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation

Myschelle W. Newkirk
Print Name: Myschelle W. Newkirk

[Signature]
Print Name: [Signature]

By: [Signature]
Name: E. Bing Hacker
Title: President

(SEAL)

STATE OF FLORIDA)
COUNTY OF Lake) SS.:

The foregoing instrument was acknowledged before me this 19th day of March, 1999 by E. Bing Hacker as President of WELLINGTON AT KINGS RIDGE NEIGHBORHOOD ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires: 11/22/02

[Signature]
NOTARY PUBLIC, State of Florida
Print name: Theresa A. Gallup

