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December 4, 2000

Secretary of State
Division of Corporations
409 East Gaines Street
Tallahassee, Florida 32399

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-12/08/00-01117-001
*****35.00 *****35.00

Re: Certificate of Amendment/Black Bear Ranch Property Owners Association Inc.

Dear Sir/Madam

Enclosed herewith please find an original executed Amendment to Articles of Incorporation of Black Bear Ranch Property Owners Association, Inc., along with our check in the amount of \$35.00 representing your filing fee for same.

Please do not hesitate to contact me if you have any questions, or if I can be of any further assistance to you in this matter.

*Amend
12-14-00
PXS*

Yours very truly,

STORCH, HANSEN & MORRIS, P.A.


Catherine R. Storch
Legal Assistant

:crs
Enclosures

STATE
TALLAHASSEE, FLORIDA

00 DEC -8 PM 12:16

FILED

ARTICLES OF AMENDMENT
to
ARTICLES OF INCORPORATION
of
BLACK BEAR RANCH PROPERTY
OWNERS ASSOCIATION, INC.

FILED

00 DEC -8 PM 12:16

CLERK OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: That Article I, Section 1.8, which sets forth the definition of Black Bear Ranch Community, is hereby amended to read as follows: "Black Bear Ranch Community" shall mean and be defined as the single family residential community planned for and developed on the land described on Exhibit "A" to the Articles of Incorporation and as reflected on the plat, including all residential property and easements.

SECOND: That Article I, Section 1.9, which sets forth the definition of Lot, is hereby amended to read as follows: "Lot" shall mean and be defined as a separate single family residential building site within the Black Bear Ranch Community.

THIRD: That Article I, Section 1.10, which sets forth the definition of Lot Owner, is hereby amended to read as follows: "Lot Owner" shall mean and be defined as one or more persons or entities who are or which are alone or collectively, the record owner of title to any lot, parcel, piece or tract of land within the Black Bear Ranch Community, excluding those having an interest in such lot, parcel, piece or tract of land merely as security for the payment of a debt or the performance of an obligation.

FOURTH: That Article 1, Section 1.12, which sets forth the definition of Subject Property, is hereby amended to read as follows: "Subject Property" shall mean and be defined as the land comprising Black Bear Ranch Community as described on Exhibit "A" attached to the Articles of Incorporation and incorporated into those Articles by reference.

FIFTH: That Article 1, Section 1.13, which sets forth the definition of Moore Parcels, is hereby amended to read as follows: "Moore Parcels" shall mean and be defined as those parcels previously owned by Raymond and Tona Moore that adjoin the Black Bear Ranch Community as described on Exhibit "B" attached to the Articles of Incorporation that utilized an access easement as recorded in Official Records Book _____ at Page _____, inclusive of the Public Records of Volusia County, Florida.

SIXTH: That Article IV, Section 4.2.2, which sets forth the payment of common expenses, is hereby amended to read as follows: "Payment of Common Expenses" shall mean and be defined as to pay all of the common expenses associated with the ownership, administration, management, operation, regulation, care, maintenance, repair, replacement, restoration, preservation and protection of the common property, including, without limitation, the common streets and roads and easements utilized for egress and ingress to the property. This amount shall be limited to the amount of \$250.00 per lot per year unless amended by 2/3 vote of the Association. The Association specifically has no obligation to maintain, manage, administrate,

regulate or care for any easements other than those primarily utilized for access and ingress by the lot owners of Black Bear Ranch, including, but not limited to common utility easements. Although lot owners within the Moore parcels may desire to collectively maintain roads or access points to their property, the Association shall not collect any such contributions nor shall the Association be responsible for the maintenance or easements to or from the Moore parcels.

SEVENTH: That Article IV, Section 4.2.3, which sets forth the levy and collection of assessments, is hereby amended to read as follows: "Levy and Collection of Assessments" shall mean and be defined as to establish, make, levy, impose, enforce and collect all Assessments for which provision is made in the Declaration or which shall otherwise be necessary to provide and assure the availability of such funds as may be reasonably necessary to pay all Common Expenses or otherwise conduct the business and affairs of the Association, including, without limitation, such funds as may be necessary to own, manage, administer, operate, care for, maintain, improve, repair, replace, restore, preserve and protect the Common Streets and Roads and Easements. A \$25.00 fee shall be imposed for any payment in excess of thirty days late.

EIGHTH: That Article IV, Section 4.4.2, is hereby deleted in its entirety.

NINTH: That Article XI, is amended to read as follows: "By-Laws" The initial By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws. In the event of any conflict between the provisions of these Articles and the provisions of the By-Law, the provisions of these Articles shall control.

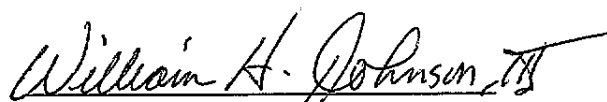
TENTH: Article XII, Section 12.4 is amended to read as follows: "Limitations on Amendments" Notwithstanding anything to the contrary set forth in the Declaration, these Articles or the By-Laws of the Association, these Articles may not be changed, amended, modified or rescinded in any fashion or respect which would result in any change, amendment, modification, diminution or elimination of or otherwise affect the rights, privileges of or benefits accruing hereunder to either the County, the St. Johns River Water Management District or any successor in title and such other of these parties as may be or whose rights, privileges, benefit or interest may be adversely or otherwise affected by any such amendment to these Articles.

ELEVENTH: That this amendment is hereby adopted this 16th day of November, 2000.

TWELFTH: That this amendment was adopted by the Board of Directors voted on and approved by the members of the corporation. No further action is required.

BLACK BEAR RANCH PROPERTY OWNERS ASSOCIATION, INC.


Kristy Grant, President


Dr. William Johnson, V. President

DATED this 16th day of November, 2000.