

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

FOR
CASA PARK VILLAS
AND
SECOND AMENDMENT TO THE
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CASA PARK VILLAS

RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.
SEP 4 2 17 PM '84

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THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASA PARK VILLAS AND SECOND AMENDMENT TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR CASA PARK VILLAS is made this 4th day of September, 1984, by Urban of Tusawilla, Inc., a Florida corporation, as the Developer of certain lands described herein and as the owner of all the right, title and interest, both legal and equitable, in and to certain property described herein.

W I T N E S S E T H :

WHEREAS, Urban of Tusawilla, Inc., a Florida corporation (hereinafter referred to as the "Developer"), is defined as the Developer in and executed the following described documents, including: the Declaration of Covenants and Restrictions for Casa Park Villas executed on the 24th day of December, 1983, and recorded on January 9, 1984, in Official Records Book 1515, Page 1957, Public Records of Seminole County, Florida (hereinafter referred to as the "Declaration of Covenants"); the First Amendment to Declaration of Covenants and Restrictions for Casa Park Villas executed on the 16th day of May, 1984 and recorded on the 17th day of May, 1984, in Official Records Book 1547, Page 1342, Public Records of Seminole County, Florida (hereinafter referred to as the "First Amendment to the Declaration of Covenants"); the Master Declaration of Covenants and Restrictions for Casa Park Villas executed on the 24th day of December, 1983, and recorded on the 9th day of January, 1984, in Official Records Book 1515, Page 1934, Public Records of Seminole County, Florida (hereinafter referred to as the "Master Declaration of Covenants"); and the First Amendment to the Master Declaration of Covenants and Restrictions for Casa Park Villas executed on the 16th day of May, 1984, and recorded on the 17th day of May, 1984, in Official Records Book 1547, Page 1337, Public Records of Seminole County, Florida (hereinafter referred to as the "First Amendment to the Master Declaration");

RETURN TO:
CITY OF WINTER SPRINGS
400 N. EDMON AVE.
WINTER SPRINGS, FL. 32705

This Instrument Was Prepared
PAUL R. GOUGELMAN
BROAD AND CASSEL
2699 Lee Road, Suite 205
Winter Park, Florida 32781

WHEREAS, Article I(c) of the Declaration of Covenants and Article I(c) of the Master Declaration of Covenants defines the term "Developer" as including Urban of Tusawilla, Inc.;

WHEREAS, Article II, Section 2 of the Declaration of Covenants permits the Developer in its sole and absolute discretion to subject other land to the provisions of the Declaration of Covenants;

WHEREAS, Article X, Section 5 of the Declaration of Covenants permits the Developer in its sole and absolute discretion, for so long as it holds title to any lot affected by the Declaration of Covenants, to amend the Declaration of Covenants, and the Developer currently holds title to more than one lot subject to the Declaration of Covenants;

WHEREAS, Article X, Section 13 of the Declaration of Covenants permits the Developer in its sole and absolute discretion to require the Casa Park Villas Master Association, Inc. to merge into the Casa Park Villas of Tusawilla Homeowners' Association, Inc. formed pursuant to the Declaration of Covenants, and the consent of any other lot owners or the members and Board of Directors of the Casa Park Villas Master Association, Inc. or of the Casa Park Villas of Tusawilla Homeowners' Association, Inc. shall not be required;

WHEREAS, Article VIII, Section 5, of the Master Declaration of Covenants provides that the Developer in its sole and absolute discretion may at any time amend the Master Declaration of Covenants;

WHEREAS, Article VIII, Section 9, of the Master Declaration of Covenants provides that the Developer in its sole and absolute discretion may at any time amend the Master Declaration without prior notice and without the consent of any other person or entity for the purpose of removing any property subject to the Master Declaration of Covenants;

WHEREAS, Article VIII, Section 14, of the Master Declaration of Covenants provides that the Developer in its sole and absolute discretion has the power without consent from any land owners subject to the Master Declaration of Covenants or the members or Board of Directors of the Casa Park Villas Master Association to require that said Master Association merge with the Casa Park Villas of Tusawilla Homeowners' Association;

WHEREAS, on the 18th day of May, 1984, the Casa Park Villas of Tusawilla Homeowners' Association, Inc. members and Board of Directors held a joint meeting by which they approved a Plan of Merger and Articles of Merger whereby the Casa Park Villas Master Association, Inc. would merge into the Casa Park Villas of Tusawilla Homeowners' Association, Inc.;

WHEREAS, on the 18th day of May, 1984, the Casa Park Villas Master Association, Inc. members and Board of Directors held a joint meeting by which they approved a Plan of Merger and Articles of Merger by which the said Casa Park Villas Master Association, Inc., would merge into the Casa Park Villas of Tusawilla Homeowners' Association, Inc.;

WHEREAS, the Casa Park Villas of Tusawilla Homeowners' Association, Inc., would thereby be the surviving corporation;

WHEREAS, by virtue of the power vested in the Developer, all of the real property subject to the Master Declaration of Covenants shall be brought under the authority of the Declaration of Covenants and the Casa Park Villas of Tusawilla Homeowners' Association, Inc., as described herein;

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WHEREAS, by virtue of the above described authority in the Developer, new real property to be commonly referred to as Casa Park Villas Phase II shall be made subject to the Declaration of Covenants;

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WHEREAS, Article II, Section 2 of the Declaration of Covenants states that all existing lot owners of property in Casa Park Villas Phase I according to the plat thereof as recorded in Plat Book 29, Pages 34 and 35 of the Public Records of Seminole County, Florida, by acceptance of a deed automatically consent to the addition of the real property made subject to the Declaration of Covenants as set forth herein; and

WHEREAS, the Developer is desirous of making the changes set forth herein.

NOW, THEREFORE, Urban of Tusawilla, Inc. hereby declares that the Declaration of Covenants as amended by the First Amendment to the Declaration of Covenants and the Master Declaration of Covenants as amended by the First Amendment to the Master Declaration of Covenants are hereby reformed, revised, and amended, and that all real property set forth therein shall be held, sold, and conveyed subject to the following conditions, covenants, easements, and restrictions, which shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be and shall be binding on the Developer and on each owner of the real property or any part thereof described herein, their heirs, personal representatives, guardians, successors, or assigns. The following conditions, covenants, easements and restrictions shall inure to the benefit of the Developer and each owner of real property or any part thereof described herein, their heirs, personal representatives, guardians, successors, or assigns.

1. All of the above referenced recitations are true and correct and are incorporated herein as if specifically set forth herein.

2. Article I(b) of the Declaration of Covenants shall be amended as follows:

"(b) "Common Areas" shall mean and refer to the property described in Exhibit A attached to and made a part hereof, plus all property designated as Common Areas in any future recorded supplemental declaration; together with the landscaping and any improvements thereon, including, without limitation, all structures, recreational facilities, open space, walkways, entrances markers, signs, sprinkler systems and street lights, if any, but excluding any public utility installations thereon."

3. Article I(g) and (h) of the Declaration of Covenants are hereby deleted and abolished, and Article I(i) and (j) are relettered as follows:

"(g) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are now or hereafter made subject to this Declaration, except such as are withdrawn from the provisions hereof in accordance with the procedures hereinafter set forth.

(h) "Unit" shall mean and refer to any townhome residence constructed on a Lot."

4. Article II, Sections 1. and 2. of the Declaration of Covenants are amended as follows:

"Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida, and is more particularly described as follows:

All of Casa Park Villas Phase I, according to the Plat thereof, as recorded in Plat Book 29, Pages 34 & 35 of the Public Records of Seminole County, Florida, and all of Casa Park Villas Phase II, according to the Plat thereof, as recorded in Plat Book 30, Pages 97 and 98, Public Records of Seminole County, Florida,

all of which real property, and all additions thereto, is herein referred to collectively as "The Properties". To the extent all or any portion thereof is not owned by the Developer, the respective Owners thereof shall have joined in this Declaration for the purpose of subjecting that portion of The Properties owned by each of them to this Declaration.

Section 2. Supplements. Developer may from time to time bring other land under the provisions hereof by recorded supplemental declarations (which shall not require the consent of then existing Owners or the Association, or any mortgagee, except in the case of property not then owned by the Developer, in which case the Owner thereof shall join in the applicable supplemental

declaration) and thereby add to The Properties. To the extent that additional real property shall be made a part of The Properties as a common scheme, reference herein to The Properties should be deemed to be reference to all of such additional property where such reference is intended to include property other than that legally described above. Except as provided in Article X, Section 12 hereof, nothing herein, however, shall obligate the Developer to add to the initial portion of The Properties, to develop any such future portions under such common scheme, nor to prohibit Developer from rezoning and changing the development plans with respect to such future portions and/or the Developer from adding additional or other property to The Properties under such common scheme. All Owners, by acceptance of a deed to their Lots, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by Developer and shall evidence such consent in writing if requested to do so by the Developer at any time."

5. Article IV, Section 1. of the Declaration of Covenants is amended as follows:

"Section 1 Members Easements. Each Member, and each tenant, agent and invitee of such Member, shall have a non-exclusive permanent and perpetual easement over and upon the Common Areas for the intended use and enjoyment thereof in common with all other such members, their tenants, agents and invitees, in such manner as may be regulated by the Association.

Without limiting the generality of the foregoing, such rights of use and enjoyment are hereby made subject to the following:

(a) The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas and facilities in compliance with the provisions of this Declaration and with the restrictions on the plats of portions of The Properties from time to time recorded.

(b) The right of the Association to suspend the Owner's (and his premises') voting rights and right to use the recreational facilities (if any) for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of lawfully adopted and published rules and regulations.

(c) The right of the Association to charge reasonable admission and other fees for the use of recreational facilities (if any) situated on the Common Areas.

(d) The right of the Association to adopt at any time and from time to time and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon, including the right to fine Members as hereinafter provided. Any rule and/or regulation

so adopted shall apply until rescinded or modified as if originally set forth at length in this Declaration.

(e) The employees of the Developer and their families shall have the right to use all Common Areas, including recreational facilities (if any), in perpetuity.

(f) The right to use and enjoyment of the Common Areas and facilities thereon shall extend to all permitted user's immediate family who reside with him, subject to regulation from time to time by the Association in its lawfully adopted and published rules and regulations.

(g) The right of the Developer to permit such persons as Developer shall designate the use the Common Areas and all recreational facilities located thereon (if any).

(h) The right of the Association, by a 2/3rds affirmative vote of the entire membership, to dedicate portions of the Common Areas to the public agency under such terms as the Association deems appropriate and to create or contract with special taxing districts for lighting, roads, recreational or other services, security, or communications and other similar purposes deemed appropriate by the Developer (to which such creation or contract all Owners hereby consent)."

6. Article IV, Section 3 of the Declaration of Covenants shall be amended as follows:

"Section 3. Maintenance. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, the Common Areas and the paving, drainage structures, street lighting fixtures and appurtenances, landscaping, entrance markers, signs, improvements and other structures (except utilities) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. Without limiting the generality of the foregoing, the Association shall assume all of Developer's responsibility to Seminole County of any kind with respect to the Common Areas and shall indemnify and hold the Developer harmless with respect thereto.

As hereinafter provided, the Association shall also maintain the landscaping as originally placed by the Developer in the five (5) foot front yard and in the ten (10) foot backyard of each Lot, and, may at its option, maintain and repair other portions of the Lots and improvements constructed thereon, in the manner hereinafter contemplated and easements over such Lots are hereby reserved in favor of the Association and its designees to effect such maintenance and repair. The Owner shall be responsible, however, for the maintenance, replacement and repair of all

paving, landscaping (except for portions to be maintained by the Association, if any), structures and improvements located on his Lot.

All work pursuant to this Section and all expenses incurred hereunder shall be paid for by the Association through assessments (either general or special) imposed in accordance herewith. Expenses to the Association shall be deemed a general expense, or in the case of charges applicable to only one or more specific classes of Lots to the exclusion of others, a special expense to be allocated only among the affected Lots. No Owner may waive or otherwise escape liability for assessments by non-use of the Common Areas or abandonment of the right to use the Common Areas."

7. Article VI, Section 8. of the Declaration of Covenants shall be amended as follows:

"Section 8. Effect of Non-Payment of Assessment; the Personal Obligation; the Lien; Remedies of the Association. If the assessments (or installments) are not paid on the date(s) when due (being the date(s) specified herein), then such assessments (or installments) shall become delinquent and shall, together with late charges, interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date, at the option of the Association, a late charge not greater than the amount of such unpaid installment may be imposed (provided that only one late charge may be imposed on any one unpaid installment and if such installment is not paid thereafter, it and the late charge shall accrue interest as provided herein but shall not be subject to additional late charges, provided further, however, that each other installment thereafter coming due shall be subject to one late charge each as aforesaid) or the next 12 months' worth of installments may be accelerated and become immediately due and payable in full and all such sums shall bear interest from the dates when due until paid at the highest lawful rate and the Association may bring an action at law against the Owner(s) personally obligated to pay the same or may record a claim of lien (as evidence of its lien rights as hereinabove provided for) against the Lot on which the assessments and late charges are unpaid or may foreclose the lien against the Lot on which the assessments and late charges are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs of preparing the filing the claim of lien and the complaint, if any, in such action shall be added to the amount of such assessments, late charges and interest, and in

the event a judgment is obtained, such judgment shall include all such sums as above provided and reasonable attorneys' fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorneys' fees in connection with any appeal of any such action.

In the case of an acceleration of the next 12 months' worth of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and special assessments against such Lot shall be levied by the Association for such purpose.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot as to which the assessment is delinquent, including without limitation persons acquiring title by operation of law and by judicial sales, shall not be entitled to the occupancy of such Lot or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid, and no sale or other disposition of Lots shall be permitted until an estoppel letter is received from the Association acknowledging payment in full of all assessments and other sums due; provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 9 of this Article.

It shall be the legal duty and responsibility of the Association (as hereinafter contemplated) to enforce payment of the assessments hereunder. Failure of the Association to send or deliver bills shall not, however, relieve Owners from their obligations hereunder.

All assessments, late charges, interest, penalties, fines, attorney's fees and other sums provided for herein shall accrue to the benefit of the Association.

Owners shall be obligated to deliver the documents originally received from the Developer, containing this and other declarations and documents, to any grantee of such Owner."

8. Article VI, Sections 11 to 13 of the Declaration of Covenants shall be amended by deleting the existing Section 11 and renumbering as follows:

"Section 11. Effect on Developer. Notwithstanding any provision that may be contained to the contrary in this instrument, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for assessments against such Lot,

provided that the Developer funds any deficit in operating expenses (exclusive of reserves and management fees) of the Association. Developer may at any time and from time to time commence paying such assessments as to Lots that it or they own and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all Lots within The Properties are sold and conveyed to purchasers, Developer shall not have further liability of any kind to the Association for the payment of assessments or deficits. Notwithstanding anything to the contrary contained in this Section, the Developer shall make a one-time initial contribution to the Association of \$10,000.00 to be used as initial working capital to maintain the Common Areas until such time as sufficient funds have been assessed against the Members to maintain the Common Areas.

Section 12. Trust Funds. The portion of all regular assessments collected by the Association for reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association for the Owners of all Lots, as their interest may appear, and may be invested in interest bearing accounts or in certificates of deposit or other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States."

9. Article VII, Section 4 of the Declaration of Covenants shall be amended as follows:

"Section 4. Easements. Easements for installation and maintenance of utilities are reserved as shown on the recorded plats covering The Properties and as provided herein. Within these easements, no structure, planting or other material may be placed or permitted to remain that will interfere with or prevent the maintenance of utilities. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by the Owner of the Lot, except as provided herein to the contrary and except for installations for which a public authority or utility company is responsible. The appropriate water and sewer authority, electric utility company, telephone company, the Association, and Developer and their respective successors and assigns, shall have a perpetual easement for the installation and maintenance, all underground, of water lines, sanitary sewers, storm drains, and electric, telephone and security lines, cables and conduits, under and through the utility easements as shown on the plats. Developer and its designees, successors and assigns, shall have a perpetual easement for the installation and maintenance of cable and community antennae, radio, television and security lines within platted utility easement areas. All utilities and liens within the subdivision, whether in street rights-of-way or utility easements, shall be installed and maintained underground."

10. Article VIII of the Declaration of Covenants is amended as follows:

"No owner may sell or convey his interest in a Lot unless all sums due the Association shall be paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Owner. If all such sums shall have been paid, the Association shall deliver such certificate within ten (10) days of a written request therefor. The Owner requesting the certificate shall pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate."

11. Article X, Section 1, of the Declaration of Covenants shall be amended as follows:

"Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind The Properties, and shall inure to the benefit of and be enforceable by the Developer, the Association; the Committee, the Architectural Control Board and the Owner of any land subject to this Declaration, and their respective legal representatives, heirs, successors and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of 75% of all the Lots subject hereto has been recorded, agreeing to revoke said covenants and restrictions. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken."

12. Exhibit "A" of the Declaration of Covenants is amended as follows:

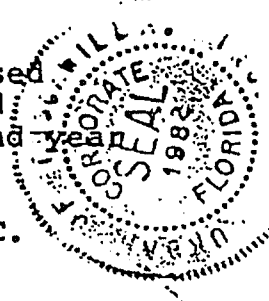
"EXHIBIT "A"

The Common Areas, being all property other than Lots and Units (excluding public utility installations), as shown on the Plat of Casa Park Villas Phase I, according to the Plat thereof as recorded in Plat Book 29, Page 34 and 35 of the Public Records of Seminole County, Florida and as shown on the Plat of Casa Park Villas Phase II, according to the Plat thereof as recorded in Plat Book 30, Pages 97 and 98 of the Public Records of Seminole County, Florida, together with the main roads, being Casa Park Circle South and Casa Park Circle East, providing vehicular access from the public right of way known as Trotwood Boulevard through Casa Park Villas Phase I, according to the plat thereof as recorded in Plat Book 29, Pages 34 and 35, Public Records of Seminole County, Florida."

13. The Master Declaration of Covenants as amended by the First Amendment to the Master Declaration of Covenants is hereby cancelled, rescinded, and terminated, and all powers, duties, rights, privileges, and responsibilities, reserved unto the Developer and the Casa Park Master Association, Inc., together with whatever easement and real property rights that the said Casa Park Villas Master Association, Inc. may have are hereby transferred, remised, conveyed, quitclaimed and assigned to the Casa Park Villas of Tuscawilla Homeowners' Association, Inc., and made subject to the Declaration of Covenants as amended by the First Amendment to the Declaration of Covenants.

14. The purpose of this instrument and the intent of the Developer is to subject all of the Real Property comprising Casa Park Villas Phase I, according to the Plat thereof as recorded in Plat Book 29, Pages 34 and 35, Public Records of Seminole County, Florida, and Casa Park Villas Phase II, according to the Plat thereof as recorded in Plat Book 30, Pages 97 and 98, Public Records of Seminole County, Florida, to the conditions, covenants, easements and restrictions set forth in the Declaration of Covenants.

IN WITNESS WHEREOF, Urban of Tuscawilla, Inc. has caused these presents to be executed in its corporate name by and through individuals duly authorized so to sign the date and first written above.



Witnesses:

URBAN OF TUSCAWILLA, INC.

Kim Vaughan

[Signature]

[Signature]
By: _____

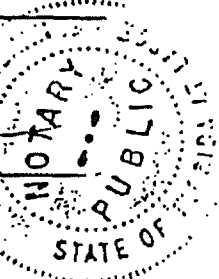
STATE OF FLORIDA

COUNTY OF *Orange*

The foregoing instrument was acknowledged before me this 4th day of September, 1984, by Alan H. Ginsburg as Vice-President of Urban of Tuscawilla, Inc., a Florida corporation, on behalf of the corporation.

[Signature]

NOTARY PUBLIC
State of Florida at Large
My Commission Expires:



Notary Public, State of Florida
My Commission Expires May 19, 1987.
Revised 1984 Form from Insurance, Inc.