

Prepared by and return to:
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Shuffield, Loman & Wilson, P.A.
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Orlando, FL 32801
07750-0004



**SECOND AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF MASTER COVENANTS, CONDITIONS
AND RESTRICTIONS OF WATERFORD LAKES**

THIS AMENDMENT is made this 6th day of June, 2016,
by WATERFORD LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-
profit corporation (the "Association").

WHEREAS, the Association is the master homeowners association for all
properties within the Waterford Lakes Development in Orange County, Florida (the
"Waterford Lakes Development"); and

WHEREAS, all properties within the Waterford Lakes Development are subject
to the recorded declarations and amendments to declarations of the Association and its
predecessor, the Huckleberry Community Association, Inc., including but not limited to,
the following declarations and amendments thereto:

1. The "Declaration of Covenants and Restrictions of Huckleberry", recorded on
April 4, 1985, at O.R. Book 3625, pages 2075, *et seq.*, of the Public Records
of Orange County, Florida (the "1985 Declaration");
2. The "Amendment to Declaration of Covenants and Restrictions Huckleberry",
recorded on October 21, 1986, at O.R. Book 3829, page 4121, of the Public
Records of Orange County, Florida (the "October 1986 Amendment")¹;
3. The "Amendment to Declaration of Covenants and Restrictions Huckleberry",
recorded on December 4, 1986, at O.R. Book 3841, pages 2994, *et seq.*, of the
Public Records of Orange County, Florida (the "First Amendment");
4. The "Second Amendment to Declaration of Covenants and Restrictions
Huckleberry", recorded on December 30, 1986, at O.R. Book 3848, pages
376, *et seq.*, of the Public Records of Orange County, Florida (the "Second
Amendment")²;
5. The "Amendment to Declaration of Covenants and Restrictions Huckleberry",
recorded on February 4, 1987, at O.R. Book 3859, pages 1028, *et seq.*, of the
Public Records of Orange County, Florida (the "Third Amendment");

¹ The October 1986 Amendment was the first amendment to the 1985 Declaration. However, subsequent amendments to the 1985 Declaration incorrectly identified the second amendment as the first amendment to that declaration. Thus, the present Amendment will maintain that same identification and will list the second amendment as the first amendment, the third amendment as the second amendment, etc.

² As explained in footnote 1, the initial amendment to the 1985 Declaration, which is identified herein as the "October 1986 Amendment", was apparently overlooked by the drafter of the "Second Amendment" as the "Second Amendment" was, in actuality, the third amendment to the 1985 Declaration.

6. The "Fourth Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on March 11, 1987, at O.R. Book 3867, pages 3353, *et seq.*, of the Public Records of Orange County, Florida (the "Fourth Amendment");
7. The "Fifth Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on March 11, 1987, at O.R. Book 3896, pages 2333, *et seq.*, of the Public Records of Orange County, Florida (the "Fifth Amendment");
8. The "Sixth Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on August 19, 1987, at O.R. Book 3913, pages 978, *et seq.*, of the Public Records of Orange County, Florida (the "Sixth Amendment");
9. The "Seventh Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on August 23, 1988, at O.R. Book 4007, page 3313, of the Public Records of Orange County, Florida (the "Seventh Amendment");
10. The "Eighth Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on December 9, 1988, at O.R. Book 4038, page 2832, of the Public Records of Orange County, Florida (the "Eighth Amendment");
11. The "Eighth Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on January 13, 1989, at O.R. Book 4047, page 4592, *et seq.*, of the Public Records of Orange County, Florida (the "Ninth Amendment")³;
12. The "Amendment to the Declaration of Covenants and Restrictions of Huckleberry, Originally Recorded in Official Records Book 3625, Public Records of Orange County, Florida", recorded on November 17, 1989, at O.R. Book 4133, pages 2122, *et seq.*, of the Public Records of Orange County, Florida (the "Tenth Amendment");
13. The "Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on November 17, 1989, at O.R. Book 4133, pages 2132, *et seq.*, of the Public Records of Orange County, Florida (the "Eleventh Amendment");
14. The "Amendment to Declaration of Covenants and Restrictions of Huckleberry", recorded on November 2, 1990, at O.R. Book 4233, pages 1467, *et seq.*, of the Public Records of Orange County, Florida (the "Twelfth Amendment");
15. The "Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes", recorded on September 19, 1991, at O.R. Book 4327, pages 3881, *et seq.* of the Public Records of Orange County, Florida (the "Restated Declaration"); and
16. The "Amendment to Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes Recorded in Official Record Book 4327, Page 3881", recorded on February 24, 2000, at O.R. Book 5948, Pages 1323, *et seq.* of the Public Records of Orange County, Florida (the "First Amendment to the Restated Declaration"); and

³ The drafter of this document mistakenly labeled it as the "Eight Amendment" although there was already a recorded document with that label. Thus, said amendment will be defined as the "Ninth Amendment".

WHEREAS, the Association wishes to amend certain provisions in the Restated Declaration through the adoption of the present "Second Amendment to the Restated Declaration" (the "Second Amendment"); and

WHEREAS, the requirements for the approval of the Second Amendment have been complied with in accordance with the terms and provisions of the Restated Declaration.

NOW, THEREFORE, the Restated Declaration is amended as follows:

1. The heading of Article VI, Section 14, of the Restated Declaration, which currently reads "Subordination of the Lien to the Mortgages; Mortgagees Rights." is changed to read "Subordination of the Lien to the Mortgages; Mortgagees Rights, and Obligations of Successor Owners."
2. The first paragraph of Article VI, Section 14, of the Restated Declaration, now entitled Subordination of the Lien to the Mortgages; Mortgagees Rights, and Obligations of Successor Owners.", is hereby modified to read as follows:

Section 14. Subordination of the Lien to the Mortgages; Mortgagees Rights, and Obligations of Successor Owners.

"The lien of the assessments provided for herein is subordinate to the lien of any first Mortgage given to an Institutional Lender now or hereafter placed upon a Unit or Lot; ~~provided, however, that such subordination shall only apply to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure.~~ Notwithstanding said subordination, upon the sale or transfer of any property pursuant to a certificate of title issued in a foreclosure proceeding or a deed in lieu of foreclosure (other than in connection with a lien foreclosure action filed by the Association), the liability of the owner who obtains title through said certificate of title or deed in lieu of foreclosure (the "Successor Owner"), for amounts due as of the certificate of the title or date of the deed in lieu of foreclosure, shall be as follows:

1. If the Successor Owner is the former first Mortgage holder or its assigns, and title was transferred pursuant to a certificate of title in a foreclosure action in which the Association was named as a defendant or through a deed in lieu of foreclosure, the Association will be entitled to recover the greater of the following amounts:

- A. The amount recoverable pursuant to such a transfer as provided by Chapter 720, Florida Statutes, as amended from time to time; or
 - B. The amount which the lesser of: (a) unpaid assessments for such property which accrued or became due during the twelve (12) months immediately preceding the certificate of title or deed in lieu of foreclosure; or (b) one percent (1%) of the original mortgage debt;
2. In all other instances, including, but not limited to, instances in which former first Mortgage holder or its assigns is not the Successor Owner, and instances in which the first Mortgage holder or its assigns is the Successor Owner but the other conditions stated above are not satisfied, the Association will be entitled to recover the greater of the following amounts:
 - A. The amount recoverable pursuant to such a transfer as provided by Chapter 720, Florida Statutes, as amended from time to time; or
 - B. All amounts due for such property as of the date of the certificate of the title, as well as reasonable attorney's fees and costs incurred after that date in the determination that title has been transferred and in the determination of the amount due from the Successor Owner.

In all instances of the sale or transfer of property which does not result from the issuance of a certificate of title or deed in lieu of foreclosure relating to a first Mortgage given to an Institutional Lender, the liability of the owner who obtains title (the "Successor Owner"), the Association will be entitled to recover all amounts due for such property as of the date of the sale or transfer of title, as well as reasonable attorney's fees and costs incurred after that date in the determination that the property has been sold or transferred and in the determination of the amount due from the Successor Owner.

The amounts due as stated above will be due within thirty (30) days of the transfer of title to the Successor Owner. If not paid by that date, the Association can pursue all collection rights provided within the Restated Declaration, including, but not limited to, those provided in Article VI, Section 13.

Further, such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

3. The last paragraph of Article VI, Section 14, of the Restated Declaration, now entitled Subordination of the Lien to the Mortgages; Mortgagees Rights, and Obligations of Successor Owners.”, is hereby deleted in its entirety.

CERTIFICATION

By executing the Second Amendment, we hereby affirm the following:

1. The effective date of the Second Amendment is the date first above written.
2. The Second Amendment was approved by a majority of the Board of Directors of the Association.
3. A meeting was conducted on May 21, 2016, to consider the Second Amendment.
4. Notice of that meeting, and a copy of the Second Amendment, was sent to all Class A Voting Members, who are defined in the Restated Declaration as the “Neighborhood Representatives”, on April 28, 2016.
5. There are currently only Class A Members of the Association. There are no Class B Members or Class C Members.
6. The total number of votes that could be cast on the Second Amendment by Class A Members of the Association was 3,104.
7. The number of votes necessary to adopt the Second Amendment was 2,328, which represents three-quarters (3/4) of the votes of the Class A Members of the Association.
8. The number of votes cast at the meeting, by Class A Voting Members, in favor of the Second Amendment was 2791.
9. The number of votes cast at the meeting, by Class A Voting Members, against the Second Amendment was Ø.
10. Thus, the Second Amendment was approved by affirmative vote of Class A Voting Members representing at least three-quarters (3/4) of the Class A votes of the Association.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses:

Kenneth C. Zook
Printed Name: KENNETH C. ZOOK

Jamie L. Rodriguez
Printed Name: Jamie L. Rodriguez

WATERFORD LAKES COMMUNITY ASSOCIATION, INC.

By: *Harold Engold*
Printed Name: Harold Engold
Title: President

By: *Dennis Horazak*
Printed Name: Dennis Horazak
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on ^{June} ~~May~~ 6, 2016, by Harold Engold, the President of WATERFORD LAKES COMMUNITY ASSOCIATION, INC. and by Dennis Horazak, the Secretary of WATERFORD LAKES COMMUNITY ASSOCIATION, INC. They [] are personally known to me or [] have produced _____ as identification.

Lynn Simonton
Notary Public (signature)

Lynn Simonton
Typed/Printed name of Notary Public
Commission No. EE 873686
My Commission Expires: 2-11-2017



LYNN SIMONTON
MY COMMISSION # EE 873686
EXPIRES: February 11, 2017
Bonded Thru Budget Notary Services