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SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CAMDEN LANDING AT WYNDHAM LAKES ESTATES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR CAMDEN LANDING AT WYNDHAM LAKES ESTATES (this "Second Amendment") is made by Lennar Homes, LLC, a Florida limited liability company ("Developer") and joined by Camden Landing at Wyndham Lakes Estates Homeowners Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS

A. Developer recorded that certain Declaration of Covenants and Restrictions for Camden Landing at Wyndham lakes Estates on December 20, 2007 in Official Records Book 9541, at Page 2377 of the Public Records of Orange County, Florida (the "Original Declaration"), respecting Camden Landing at Wyndham Lakes Estates (the "Development"). On February 10, 2009, Developer recorded that certain First Amendment to Declaration of Covenants and Restrictions for Camden Landing at Wyndham Lakes Estates in Official Records Book 9826, at Page 7063 of Public Records of Orange County, Florida (the "First Amendment"). The Original Declaration and the First Amendment shall hereinafter collectively be referred to as the "Declaration".

B. Pursuant to Article VII, Section 35 of the Declaration, Developer, its successors and designated assigns, reserves the right and authority for a period of ten (10) years from the date of recording the Original Declaration to amend, modify, or to grant exceptions or variances from any of the restrictive covenants set forth in Article VII, without notice to or approval by the Members of the Association, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth in Article VII.

C. Developer desires to amend certain of the restrictive covenants set forth in Article VII of the Declaration to modify the same as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of the Development 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 the 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. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
4. Leases. Article VII, Section 18 of the Declaration is hereby modified as follows:

SECTION 18. Leases. Living Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Living Unit. Individual rooms of a Living Unit may not be leased on any basis. No transient tenants may be accommodated in a Living Unit. All leases or occupancy agreements shall be in writing and a copy of all leases of Living Units shall be

provided to Association if so requested by Association. All leases require Association approval, shall be on forms approved by Association and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association Documents or other applicable provisions of any agreement, document or instrument governing Camden Landing at Wyndham Lakes Estates or administered by Association. Effective as of the date of recording of the Second Amendment to this Declaration, each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Living Unit shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of Association in the event such Owner leasing his or her Living Unit is past due in the payment of his or her assessments, which collateral assignment of rents and leases shall provide Association with the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Living Unit); and/or (ii) pursuing any and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense. No Living Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than ninety (90) days. No subleasing or assignment of lease rights by the tenant is permitted. In no event shall occupancy of a leased Living Unit (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. Each Owner shall be jointly and severally liable with the tenant to Association for all costs incurred by Association for the repair of any damage to Common Properties or to pay any claim for injury or damage to property caused by tenants. Association shall repair any such damage and the cost of such repair shall be invoiced as an individual assessment to the Owner. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Living Unit receives in-home care by a professional care giver residing within the Living Unit. The restrictions set forth herein regarding leasing and occupancy of a Living Unit are established for the express purpose of protecting the value and desirability of the Living Units and the overall Development as a residential community. Accordingly, the Developer is attempting through this restriction to preserve the residential ambience of the Development by prohibiting occupancy and use of Living Units by multiple unrelated individuals who do not own the Living Unit. It is the experience of the Developer that such occupancy of Living Units by multiple unrelated individuals, particularly on a relatively short term basis by leasing, generally increases the number of persons and vehicles traveling to and from, and parking at, Living Units, and also increases the potential for noises and other disturbances within the Development. It is expressly not the intention of the Declarant in imposing this restriction on leasing and occupancy of Living Units to discriminate against any persons in any manner based on race, color, national origin, sex, handicap, familial status or religion.

18.1 Lease requirements. In addition to the foregoing, all leases or occupancy agreements of Living Units (collectively, "Lease Agreements") are subject to the following provisions:

18.1.1 All Lease Agreements shall be in writing. All prospective occupants of the Living Unit shall be identified in the Lease Agreement. A copy of all Lease Agreements shall be provided to Association.

18.1.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to the commencement of the lease term;

18.1.3 The Owner shall pay the lease application fee prescribed by Association. The lease application fee shall be seventy five dollars (\$75.00) and may be increased from time to time by the Board without amendment to the Declaration. Such lease application fee may be waived on a year-to-year basis by the Board without amendment to the Declaration.

18.1.4 Association shall conduct a background check on each prospective tenant and/or occupant at such Owner's sole cost and expense (Association may also charge a reasonable fee of no more than One Hundred (\$100.00) dollars to offset the costs of a background check on tenant);

18.1.5 No Lease Agreement may be for a term of less than one (1) year;

18.1.6 No Living Unit may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

18.1.7 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of the Association Documents and all other policies adopted by Association;

18.1.8 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to the Association Documents or any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an individual assessment;

18.1.9 All Lease Agreements shall require the Living Unit to be used solely as a private single family residence;

18.1.10 Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require tenant(s) to abide by the Association Documents which govern the Living Unit. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

18.1.11 Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

18.2 Maximum Number of Tenant Occupants per Living Unit. Each leased Living Unit shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Living Unit, including overnight guests and professional caregivers, shall be as follows:

18.2.1 In the event the Living Unit contains two (2) bedrooms, no more than four (4) persons shall be permitted.

18.2.2 In the event the Living Unit contains three (3) bedrooms, no more than six (6) persons shall be permitted.

18.2.3 In the event the Living Unit contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

18.3 Right to Use Common Properties. During such time as a Living Unit is leased, the Owner of such Living Unit shall not enjoy the use privileges of the Common Properties appurtenant to such Living Unit.

18.4 Security Deposit. From and after the date of recordation of the Second Amendment to the Declaration, each Owner shall collect from their respective tenant and remit to the Association, a security deposit in the amount of One Hundred Dollars (\$100.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Living Unit and/or damage caused to the Common Properties by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Living Unit, Common Properties, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice the notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Living Unit to a tenant and the collection of the deposit referred to herein from an Owner

shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

18.5 Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section 18, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease, including, without limitation, any one or more of the following:

18.5.1 The Owner is delinquent in the payment of Assessments at the time the application is considered;

18.5.2 The Owner has a history of leasing his or her Living Unit without obtaining the Association's approval;

18.5.3 The Owner has a history of refusing to control or accept responsibility for the tenant's occupancy of his or her Living Unit;

18.5.4 The real estate company or agent handling the lease on behalf of the Owner has a history of screening tenant applicants inadequately or recommending undesirable tenants;

18.5.5 The application on its face indicates that the prospective tenant and/or occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Association Documents;

18.5.6 The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual offender or sexual predator;

18.5.7 The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to the peaceful enjoyment of their Living Units;

18.5.8 The prospective tenant or occupant evidences a strong probability of financial inability to pay rent and other financial obligations under the lease;

18.5.9 The tenant or occupant, during previous occupancy in Camden Landing at Wyndham Lakes Estates, has failed to comply with the Association Documents.

18.5.10 The prospective tenant gives false or incomplete information to the Association as part of the application procedure, including without limitation, fails to provide the names of all persons that will be occupants residing at the Living Unit under the Lease;

18.5.11 The prospective tenants and/or Owner of the Living Unit fails to pay the security deposit; and

18.5.12 The Owner fails to give proper notice of his or her intention to lease the Living Unit to the Board.

If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

5. Covenant. This Second Amendment shall be a covenant running with the land.

JOINDER

CAMDEN LANDING AT WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

CAMDEN LANDINGS AT WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the Second Amendment to the Declaration of Covenants and Restrictions for Camden Landing at Wyndham Lakes Estates (the "Second Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 24th day of JUNE, 2011.

WITNESSES:

CAMDEN LANDING AT WYNDHAM LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

[Signature]
Print Name: Kathy Demc

[Signature]
Print Name: JO ANN BYRUM

By: [Signature]
Name: JOE FULGHUM
Title: President

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF PINELAS)

The foregoing instrument was acknowledged before me this 24th day of JUNE, 2011 by JOE FULGHUM, as PRESIDENT of CAMDEN LANDING AT WYNDHAM LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me or who produced as identification, on behalf of the company.

My commission expires:

[Signature]
NOTARY PUBLIC, State of Florida at Large
Print Name: JO ANN BYRUM

