This instrument was prepared by/return to R. Travis Rentz, Esq. Clark, Albaugh & Rentz, LLP 700 W. Morse Blvd., Suite 101 Winter Park, FL 32789

DOC# 20150204392 B: 10909 P: 1349 04/24/2015 02:38:02 PM Page 1 of 2 Rec Fee: \$18.50 Martha O. Haynie, Comptroller Orange County, FL SA - Ret To: CLARK ALBAUGH RENTZ LLP



## FIRST AMENDMENT TO DECLARATION FOR WATERSIDE ON JOHNS LAKE PHASE 1

THIS FIRST AMENDMENT TO	DECLAI	RATION	FOR WAT	ERSIDE ON	JOHNS LAKE
PHASE 1 ("Amendment") is made this	20	day of	Will	/	, 2015, by
STANDARD PACIFIC OF FLORIDA	, a Florida	general p	partnership (	("Developer")	•

## WITNESSETH:

WHEREAS, Developer is the owner and developer pursuant to that certain Declaration for Waterside on Johns Lake Phase 1 recorded June 27, 2014 in Official Records Book 10765, Page 7501, Public Records of Orange County, Florida ("Declaration");

WHEREAS, pursuant to Section 4.3 of the Declaration, Developer has the authority to amend the Declaration; and

WHEREAS, the Developer desires to amend the Declaration subject to the terms and provisions set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration as follows:

- 1. <u>Recitals</u>. The recitals set forth above are true and correct and are incorporated herein by reference.
- 2. <u>Capitalized Terms</u>. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Declaration.
  - 3. Initial Contribution. Section 17.11 of the Declaration which provides:
  - 17.11 <u>Initial Contribution</u>. The first purchaser of each Lot, Home or Parcel, at the time of closing of the conveyance from Developer (or other party as directed by Developer from time to time) to the purchaser, shall pay to Association an initial contribution in an amount of up to three (3) months Assessments (the "<u>Initial Contribution</u>"), as determined by Developer in its sole and absolute discretion. The funds derived from the Initial Contributions shall be used at the discretion of Association for any purpose, including but not limited to, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots, Homes and/or Parcels, if the first purchaser is a subsequent Developer and/or Builder, and the Builder and/or subsequent Developer become unconditionally obligated to collect and pay the Initial Contribution upon the subsequent sale of each Lot, Home or Parcel to an end purchaser.

is hereby **deleted** in its entirety from the Declaration and the following is hereby substituted in lieu thereof:

- 17.11 <u>Start-Up Fee</u>. A "<u>Start-Up Fee</u>" is due and payable to the Developer upon the acquisition of a Lot by the first Owner thereof other than Developer. The funds derived from the Start-Up Fees shall be used at the discretion of Developer for any purpose, including but not limited to, operating expenses, support costs, start-up costs and reserves. The amount of the Start-Up Fee shall be established by the Developer from time to time.
- 4. <u>Ratification.</u> Except as modified herein, the Declaration remains unchanged and is in full force and effect. In the event of a conflict between the terms and provisions of this Amendment and the Declaration, the terms and provisions of this Amendment shall control and be given effect.

IN WITNESS WHEREOF, Developer has executed this Amendment as of the day and year first above written.

Signed, sealed and delivered in the presence of:

**STANDARD PACIFIC OF FLORIDA**, a Florida general partnership

By: Standard Pacific of Florida GP, Inc., a Delaware corporation, its managing general partner

By:

Stephen J. Polachek

Its: Vice President of Land

Printed name: Shellie Holams

Printed name: Alison Perott

STATE OF FLORIDA COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2015, by Stephen J. Polachek, Vice-President of Land of Standard Pacific of Florida GP, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Florida, a Florida general partnership, on its behalf. He is personally known to me.

ANGELA G. GALATI
MY COMMISSION # EE 196116
EXPIRES: September 7, 2016
Bonded Thru Notary Public Underwriters

Notary Public

STATE OF FLORIDA

(SEAL)