

This instrument was prepared by/return to  
R. Travis Rentz  
Godbold, Downing Bill & Rentz, P.A.  
220 West Comstock, Suite 101  
Winter Park, Florida 32789



**SECOND AMENDMENT TO DECLARATION  
FOR  
WATERSIDE ON JOHNS LAKE**

THIS SECOND AMENDMENT TO DECLARATION FOR WATERSIDE ON JOHNS LAKE ("Amendment") is made this 22<sup>nd</sup> day of September, 2016, by STANDARD PACIFIC OF FLORIDA, a Florida general partnership ("Developer").

**WITNESSETH:**

WHEREAS, Developer is the owner and developer pursuant to that certain Declaration for Waterside on Johns Lake recorded June 27, 2014 in Official Records Book 10765, Page 7408; as amended by that certain First Amendment to Declaration for Waterside on Johns Lake recorded April 24, 2015 in Official Records Book 10909, Page 1347, that certain Certificate of Amendment to By-Laws of Waterside on Johns Lake Community Association, Inc., recorded April 21, 2016, Document #20160201210, and that certain Supplement to Declaration for Waterside on Johns Lake recorded April 28, 2016, Document #20160214099 all in the Public Records of Orange County, Florida (collectively, the "Declaration");

WHEREAS, the Developer desires to amend the Declaration in order to address certain revisions to the Declaration that result from the Waterside on Johns Lake Community Association, Inc. ("Association") approving a Plan of Merger to merge the Master Association with the Waterside on Johns Lake Phase 2A/2B Community Association, Inc. ("Neighborhood Association") with the Association being the surviving association. A copy of the Plan of Merger is attached as Exhibit "A" and incorporated herein by reference hereto.

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

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

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Capitalized Terms. Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them in the Declaration.
3. Common Areas. The definition of Common Area is hereby revised to reflect that the following tracts shall be deemed Common Area that is owned and maintained by the Association as a result of the merger between the Neighborhood Association and the Association: (a) Tract "D", Tract "E", and Tract "G", Waterside on Johns Lake – Phase 1, recorded in Plat Book 82, Page 74, Official Records of Orange County, Florida; (b) Tract "E", Waterside on Johns Lake – Phase 1 Replat recorded in Plat Book 84, Page 123, Official Records of Orange County, Florida; and (c) Tract "E", Tract "F", Tract "G", Tract "H", Tract "I", Tract "J", Tract "K", Tract "L", Tract

“N”, Tract “AA”, Tract “BB”, Tract “CC”, and Tract “DD”, Waterside on Johns Lake – Phase 2A recorded in Plat Book 88, Page 127, Official Records of Orange County, Florida. Additional Common Area may not be added to the Association in the future. The foregoing is meant to provide an accurate representation of the Common Area owned and controlled by the Association as of the date of this Second Amendment as a result of the merger.

4. Neighborhood Association. The definition of Neighborhood Association is hereby amended to add the following at the end of the last sentence of the current definition of Neighborhood Association in the Declaration: “Developer does not intended to establish any additional Neighborhood Associations, other than Phase 1, but Developer reserves the right to do so as provided for in this Declaration.”

5. Neighborhood Common Area. The definition of Neighborhood Common Area is hereby revised to remove Tract “G” as depicted on the Plat of Waterside on Johns Lake – Phase 1, recorded in Plat Book 82, Page 74, Official Records of Orange County, Florida, from the definition of Neighborhood Common Area. From and after the effective date of this Second Amendment, Tract “G” will be owned and maintained by the Association.

6. Plat. The definition of Plat is hereby amended to reflect that as of the date of this Second Amendment, there are three (3) plats recorded in the Official Records of Orange County, Florida, that contain lands in Waterside on Johns Lake and that are subject to the Declaration: (a) Waterside on Johns Lake – Phase 1, recorded in Plat Book 82, Page 74, Official Records of Orange County, Florida; (b) Waterside on Johns Lake – Phase 1 Replat recorded in Plat Book 84, Page 123, Official Records of Orange County, Florida; and (c) Waterside on Johns Lake – Phase 2A recorded in Plat Book 88, Page 127, Official Records of Orange County, Florida.

7. Maintenance by Association. Section 14 of the Declaration is hereby amended to add the following Subsection 14.13 to the Declaration:

14.13. Perimeter Walls, Wing Walls, Fencing and Sign Walls. Association shall be responsible for maintaining any perimeter and/or wing walls or fencing serving Waterside on Johns Lake Phase. More specifically, perimeter walls which run along the rear of Lots shall be owned and maintained by Association. Association shall be responsible for maintaining, if any, any sign wall located in the median of the entrance road. An easement is hereby created in favor of the Association for maintenance, inspection and/or replacement purposes (including access to perform such maintenance, inspection and/or replacement) over and across Waterside on Johns Lake (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance, inspection and/or replacement of such wing walls, sign walls or fencing serving Waterside on Johns Lake Phase. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any fencing within his or her Lot.

8. Private Roads. Section 14.6 is hereby amended by adding the following at the end of the first sentence: “Currently, the only private roads located within Waterside on Johns Lake are the roads located in Waterside on Johns Lake – Phase 1, which are owned and maintained by the Neighborhood Association that governs Waterside on Johns Lake – Phase 1.”

9. Ratification. 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.

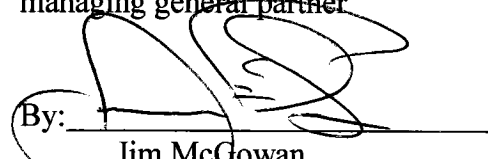
Signed, sealed and delivered  
in the presence of:

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

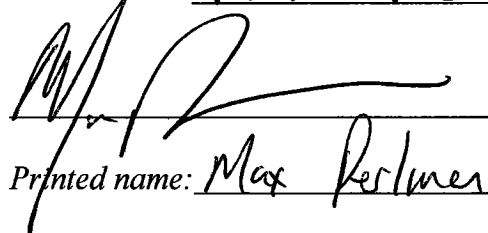
By: Standard Pacific of Florida GP, Inc.,  
a Delaware corporation, its  
managing general partner



Printed name: Ricardo Rivas



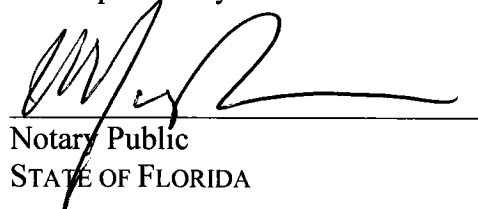
By: \_\_\_\_\_  
Jim McGowan  
Its: Vice President of Land



Printed name: Max Perlman

STATE OF FLORIDA  
COUNTY OF ~~ORANGE~~ Seminole

The foregoing instrument was acknowledged before me on the 22<sup>nd</sup> day of September, 2016, by Jim McGowan, 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.

  
Notary Public  
STATE OF FLORIDA

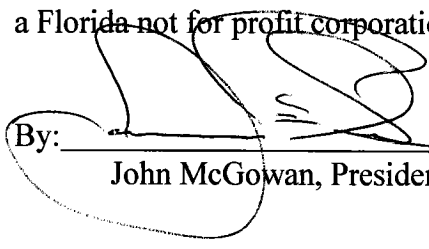
(SEAL)  Max Perlman  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF232250  
Expires 5/18/2019

**JOINDER AND CONSENT**

The undersigned, **WATERSIDE ON JOHNS LAKE COMMUNITY ASSOCIATION, INC.**, a Florida not for profit corporation, does hereby join in and consent to the foregoing Second Amendment to Declaration for Waterside on Johns Lake, and agrees to be bound by the terms and conditions of the same.

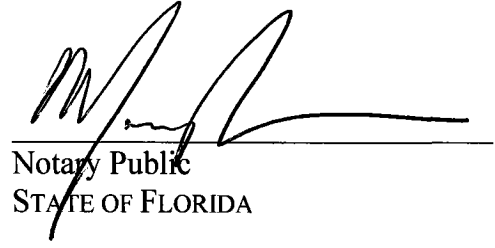
**IN WITNESS WHEREOF** this Joinder and Consent is executed this 22<sup>nd</sup> day of September, 2016.

**WATERSIDE ON JOHNS LAKE  
COMMUNITY ASSOCIATION, INC.,**  
a Florida not for profit corporation

By:   
John McGowan, President

STATE OF FLORIDA  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of September, 2016, by Jim McGowan, President of Waterside on Johns Lake Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me.

  
Notary Public  
STATE OF FLORIDA

 (SEAL) **Max Perlman**  
**NOTARY PUBLIC**  
**STATE OF FLORIDA**  
Comm# FF232250  
Expires 5/18/2019