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 MARTHA D. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
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 REC FEE 78.00



This instrument was prepared by and return to:
 David N. Glassman, Esquire
 David N. Glassman, P.A.
 112 Annie Street
 Orlando, Florida 32806
 (407) 244-5522
 Florida Bar No.: 0962521

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS AND
 CONDITIONS FOR VILLAS OF LAKE DESTINY**

WHEREAS, that certain Declaration of Covenants and Conditions for Villas of Lake Destiny (hereinafter "Declaration") is recorded at Official Records Book 5118, Page 4419, Public Records of Orange County, Florida, as previously amended;

WHEREAS, Villas of Lake Destiny Homeowners Association, Inc. (hereinafter "Association") is the legal entity governing the residential subdivision known as "Villas of Lake Destiny"; and

WHEREAS, the Association and the Lot Owners within the Villas of Lake Destiny residential subdivision desire to amend the Declaration.

NOW, THEREFORE, pursuant to the amendment procedures set forth in the Declaration and the following amendment is hereby adopted:

1. Article II, Section 1 (a) of the Declaration is amended as follows:

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to his Unit, Lot, the Common Area, and to the Recreational Facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) All provisions of this Declaration, any additional covenants and restrictions of record, the Plat of the Properties, the Articles of Incorporation and Bylaws of the Association, and the Documents of the Condominium Association and the Agreement of July 16, 1996 by and between S.B. Club Condominium Association, Inc. and Lake Destiny Development Company, Inc., a copy of which is attached hereto as Exhibit "1", in regard to use of the Recreational Facilities;

2. Article VI, Section 1 of the Declaration is amended as follows:

Section 1. Maintenance of Lots and Units. To the extent not otherwise the maintenance responsibility of the Association as set forth herein, each Owner shall

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maintain or cause to be maintained all components, items and structures (including all Units) located within or on his Lot in a neat, orderly and attractive manner and consistent with the general appearance of the Properties. The minimum (though not sole) standard for the foregoing shall be consistency with the general appearance of the developed portions of the Properties and, as to Units, the building thereof in which the Unit is located, in the sole judgment of the Board of Directors of the Association; provided that, the Developer is not subject to a determination by the Board of Directors in this regard so long as it owns any lot within the Properties. Notwithstanding the foregoing, the Association shall be responsible for the following: all painting of Unit and building exteriors, including the Unit and building exteriors located in a Unit's entry courtyard; all routine maintenance, repair and replacement of that portion of Unit and building roofs consisting of the roof tiles or shingles and gutters, fascia, and soffits, and the roof support systems beneath the tiles or shingles down to and including plywood sheeting attached to Unit and building rafters, but not including such rafters nor any portion of such roofs located beneath the plywood sheeting which shall remain the maintenance, repair and replacement responsibility of the particular Unit Owner, and further not including any maintenance, repair, or replacement of any portion of the roof whatsoever, including the roof tiles or shingles, the gutters, fascia, and soffits, the roof support systems, the plywood sheeting, the rafters, and all portions of the roof beneath the plywood sheeting, when such repair is necessitated by any casualty loss, including, but not limited to, fire, hurricane, tornado, flood, storm, natural disaster, or act of God, which shall also remain the maintenance, repair and replacement responsibility of the particular Unit Owner; and all landscaping wherever located exterior of the unit perimeter walls, other than a Unit's entry courtyard as further addressed below; and all exterior and garage lighting and courtyard lighting so long as such courtyard lighting is attached to any garage, but not courtyard lighting which is not attached to a garage which shall remain the maintenance, repair and replacement responsibility of the particular Unit Owner.

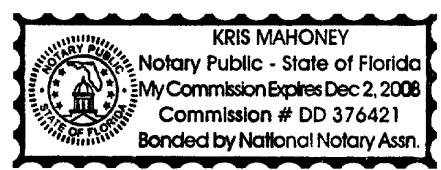
I HEREBY CERTIFY that this Second Amendment to Declaration of Covenants and Conditions for Villas of Lake Destiny was adopted by the Association's membership at a duly held meeting on 29th of May, 2007

Kris Mahoney
 Witness
Shayla Lynn
 Witness

VILLAS OF LAKE DESTINY
 HOMEOWNERS ASSOCIATION, INC.
[Signature]
 Director/President

THE FOREGOING instrument was acknowledged before me on this 29th day of May, 2007 by David Brand as Director/President for the above named Association, who is personally known to me.
 BY: Kris Mahoney
 Notary Public

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AGREEMENT

THIS AGREEMENT is made this 16th day of JULY, 1996 by and between S. B. CLUB CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as "SBC") and LAKE DESTINY DEVELOPMENT COMPANY, INC., a Florida corporation, its successors and assigns (hereinafter referred to as "LDDC"). The term "LDDC its successors and assigns" includes the Villas of Lake Destiny, Inc. and/or the homeowner association for the Villas of Lake Destiny.

WHEREAS, SBC is the entity responsible for the operation and maintenance of Sun Bay Club, Unit I, and Sun Bay Club, Unit II, Condominiums (hereinafter referred to as "Condominiums"), as respectively described in the condominium Plat thereof recorded in Condominium Book 7, Pages 70 through 87, inclusive, and in the Declaration of Condominium thereof as recorded in O.R. Book 3303, Pages 1857 through 1906, inclusive, and in Condominium Book 12, Pages 21 and 22, and in the Declaration of Condominium thereof as recorded in O.R. Book 3691, Pages 2715 through 2748, inclusive, of the Public Records of Orange County, Florida (hereinafter referred to as "Declarations"); and

WHEREAS, LDDC is the owner of land proposed for development as a homeowner subdivision (hereinafter referred to as "Villas of Lake Destiny") adjacent and contiguous to the Condominiums; and

WHEREAS, Article 7 (E) in the Declarations of the Condominiums establishes, among other easements, ingress and egress and parking easements over the roadways of said Condominiums, for the benefit of owners or real property adjacent and contiguous to the Condominiums; and

WHEREAS, LDDC desires to enter into an agreement with SBC entitling lot owners at the Villas of Lake Destiny to utilize Recreational Facilities (hereinafter referred to as "RecFacs") located within the boundaries of the Condominiums; and

WHEREAS, SBC is willing to acknowledge the ingress and egress and parking easements set forth in the Declarations is for the benefit of lot owners in the Villas of Lake Destiny (including their lessees, and accompanied guests and invitees); and

WHEREAS, SBC is willing to grant easements to lot owners in the Villas of Lake Destiny, their lessees, and accompanied guests and invitees, for the use of the RecFacs; and

WHEREAS, the parties desire to quantify the sharing of maintenance, repair and replacement expenses in regard to these roadway easements and RecFacs easements.

NOW, THEREFORE, for and in consideration of the sum of \$10.00 and other good and valuable consideration, each to the other in hand paid, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby confirmed by the parties to this Agreement.
2. **Acknowledgment of Ingress and Egress and Parking Roadway Easement.** SBC acknowledges the existence of an ingress and egress and parking easement over the roadways of the Condominiums for the benefit of lot owners in the Villas of Lake Destiny, their lessees, and accompanied guests and invitees, as described in Article 7 (E) of the Declaration of Condominiums. SBC also acknowledges any other easements of record that may benefit lot owners in the Villas of Lake Destiny.

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EXHIBIT * 1 *

3. **Grant of Easement.** To any extent not already existing, by this Agreement, SBC hereby grants to lot owners in the Villas of Lake Destiny, their lessees, and accompanied guests and invitees, a non-exclusive pedestrian easement over and across the common areas of the Condominiums, and vehicular traffic over the roadways including parking, to obtain access to all RecFacs of the Condominiums, including, but not limited to, the swimming pool and deck, restrooms and party room (clubhouse), and the tennis court, the boat ramp and also including any alterations, additions to or expansion of the common elements or RecFacs.

Additionally, by this Agreement, SBC further grants to lot owners in the Villas of Lake Destiny, their lessees, and accompanied guests and invitees, a non-exclusive easement for the use of all RecFacs of the Condominiums, including, but not limited to, the swimming pool and deck, restrooms and party room (clubhouse), and tennis courts, the boat ramp and also including any alteration, addition to or expansion of the RecFacs.

4. **Sharing of Expenses.** Except as otherwise provided in Paragraph 5 below, LDDC, on behalf of itself, and its successors and assigns, hereby agrees as follows:

a. To contract in conjunction with and with approval of SBC, replacement of the currently deteriorated RecFacs pool deck with a deck comprised of interlocking pavers and associated pool area upgrades (restrooms and party room (clubhouse), etc.); LDDC will pay forty-one percent (41%) of total costs which total costs are estimated at approximately \$40,000.00. Additionally, LDDC shall contract and pay for the upgrade of the security gate, in conjunction with and with approval of SBC, necessary to handle the additional usage by the Villas of Lake Destiny, at a cost of \$3,000.00. This security gate upgrade and \$3,000.00 shall be completed and paid within thirty (30) days of the date of execution of this Agreement; moreover, LDDC shall contribute forty-one percent (41%) of total costs of any further upgrade to the security gate or systems required necessary for increased security (i.e. security camera, VCR, etc.), total costs of which are estimated at approximately \$10,000.00 and will contribute forty-one percent (41%) of on-going maintenance and operations from the completion date of the upgrade unless and until Paragraph 5. of this Agreement applies. Finally, LDDC shall contribute forty-one percent (41%) of total costs for repair and replacement of the tennis courts, total costs of which are estimated at approximately \$10,000.00. Pro-rata shares of all costs will be paid when the costs are incurred.

b. To contract for and oversee, in conjunction with and with approval of SBC, the upgrade, if necessary, of the existing sewage lift station necessary to accommodate the eventual buildout of forty-eight units in the Villas of Lake Destiny; LDDC shall pay for all such costs of such upgrade and subsequent maintenance costs as provided in Paragraphs g. through j. of this Section 4. LDDC agrees to contribute to the on-going maintenance expenses of the waterscape/water retention lift station motors, pumps and associated equipment, and the motor, pump, lights and equipment associated with the main entry fountain as provided in Paragraphs g. through j. of this Section 4.

c. LDDC will pay one hundred percent (100%) of the cost to repair the boat ramp and will contribute to on-going maintenance and reserves of said ramp as provided in Paragraphs g. through j. of this Section 4. LDDC will pay one-hundred percent (100%) of the initial cost of the fountains to be installed in the ponds adjoining SBC and the Villas of Lake Destiny properties. SBC and LDDC will share equally in the on-going maintenance and operation of these above mentioned fountains from time of installation/operation. LDDC shall upgrade the gate house landscaping and entry center island landscaping and pay one-hundred percent (100%) of the cost.

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d. On or before the sale of any units at the Villas of Lake Destiny, LDDC will remove from or modify its **DECLARATION OF COVENANTS AND CONDITIONS FOR VILLAS OF LAKE DESTINY** that portion of **ARTICLE VII, CERTAIN RESTRICTIONS, EASEMENTS, RULES AND REGULATIONS, Section 6. Signs.** "provided that, one (1) sign of not more than one (1) square foot may be used to indicate the name of the resident," be deleted and "one security alarm system sign" be deleted and that portion of **Section 10. Vehicular Restrictions and Parking., Paragraph 3, "(3) motor homes and other recreational vehicles operated by persons residing outside of Orange County, Florida, may temporarily park their vehicle in a parking area with the prior permission of the Board of Directors (space allowing), but in no event more than 14 days in any calendar year."** be deleted. These deletions would allow all documents of SBC and the Villas of Lake Destiny to essentially be the same. LDDC will agree that the Villas of Lake Destiny cannot be made a "Time Share Community", whether or not the law allows such usage, unless seventy-five percent (75%) of the ownership of each of SBC and the Villas of Lake Destiny so vote to approve a time share community.

e. That during the construction phase of the Villas of Lake Destiny a construction fence (minimum of eight feet (8') high), be erected to protect existing units and landscape from the new construction activity and that the construction area, most specifically from entry gate to construction site, be cleaned daily and that all construction personnel remain in the construction area and not on the grounds of the Condominiums, other than to ingress or egress the actual construction site, unless actually performing necessary and agreed work for any of the above necessities or RecFacs. Any time during construction, if road repair or maintenance is required, LDDC will promptly repair, repaint, reseal and make the necessary corrections to restore roads used by construction vehicles and sales access to, at least, road conditions as they currently exist. LDDC will repair, repaint, reseal, and make necessary restorations to all roads used for construction and sales when the Villas of Lake Destiny is completed or when LDDC vacates the property to bring roads to condition existing at start of construction, normal wear and tear excepted.

f. That LDDC construct and mount a sign similar to the granite sign attached to the gate house reading "Sun Bay Club". The additional sign would read:

Villas of Lake Destiny
at

and would be mounted on the gate house above the front window carrying the sailboat logo. LDDC will pay one-hundred percent (100%) cost of this sign. LDDC will contribute forty-one percent (41%) of on-going maintenance and operation costs of signs and gate house from the date of sign installation unless and until Paragraph 5. of this Agreement applies.

g. From the period January 1, 1997 through May 31, 1997, in regard to the 10 lots of the Villas of Lake Destiny upon which a residence has been constructed and for which a certificate of occupancy (CO) will have been issued, LDDC, its successors or assigns, shall contribute: eight percent (8%) of expenses and reserves incurred by SBC for the maintenance, repair and replacement of the pool and deck, the tennis courts, the sewerage lift station, the waterscape lift station, the main entry fountain, the boat ramp, and the portion of the painting reserve dedicated to painting RecFacs; four percent (4%) of the expenses for electricity; and three (3%) of the road reserve expenses. Each contribution shall be pro-rated from the date the CO is issued for each individual residence. Additionally, LDDC, its successors or assigns, shall contribute \$500.00 to the operations portion of SBC's budget for its administrative costs for this period of fiscal year 1997.

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h. For the period June 1, 1997 through December 31, 1997, in regard to the 22 lots of the Villas of Lake Destiny upon which a residence has been constructed for which a CO will have been issued, LDDC, its successors or assigns, shall contribute: twenty percent (20%) of expenses and reserves incurred by SBC for the maintenance, repair and replacement of the pool and deck, the tennis courts, the sewerage lift station, the waterscape lift station, the main entry fountain, the boat ramp, and the portion of the painting reserve dedicated to painting of the RecFacs; ten percent (10%) of the expenses for electricity; and eight percent (8%) of the road reserve expenses. Should any of these 22 lots and CO's be accelerated, then so shall the contributions accelerate when each CO is issued; otherwise, each contribution shall be pro-rated from the date the CO is issued for each individual residence. Additionally, LDDC, its successors or assigns, shall contribute \$700.00 to the operations portion of SBC's budget for its administrative costs for this period of fiscal year 1997.

i. For the January 1, 1998 through December 31, 1998, in regard to the 38 lots of the Villas of Lake Destiny upon which a residence has been constructed for which CO's will have been issued, LDDC, its successors or assigns, shall contribute: thirty percent (30%) of expenses and reserves incurred by SBC for the maintenance, repair and replacement of the pool and deck, the tennis courts, the sewerage lift station, the waterscape lift station, the main entry fountain, the boat ramp, and the painting reserve dedicated to painting RecFacs; fifteen percent (15%) of the expenses for electricity; and twelve percent (12%) of the road reserve expenses. Should any of these 38 lots and CO's be accelerated, then so shall the contributions accelerate when each CO is issued; otherwise, each contribution shall be pro-rated from the date the CO is issued for each individual residence. Additionally, LDDC, its successors or assigns shall contribute \$1,200.00 to the operations portion of SBC's budget for its administrative costs for fiscal year 1998.

j. Beginning January 1, 1999, and continuing in perpetuity unless otherwise negotiated by the parties, their successors or assigns, in regard to the 48 lots of the Villas of Lake Destiny upon which a residence has been constructed for which CO's will have been issued, LDDC, or its successors or assigns, shall annually contribute: forty-one percent (41%) of expenses and reserves incurred by SBC for the maintenance, repair and replacement of the pool and deck, the tennis courts, the sewerage lift station, the waterscape lift station, the main entry fountain, the boat ramp, and the portion of the painting reserve dedicated to painting RecFacs; twenty percent (20%) of the expenses for electricity; and sixteen percent (16%) of the road reserve expenses. Should any of these 48 lots and CO's be accelerated, then so shall the contributions accelerate when each CO is issued; otherwise, each contribution shall be pro-rated from the date the CO is issued for each individual residence. Additionally, on an annual basis, LDDC, its successors or assigns, shall contribute \$1,200.00 to the operations portion of SBC's budget for its administrative costs.

5. **Modifications to Sharing of Expenses.** Notwithstanding any of the foregoing Paragraph 4, should the fourteen (14) currently unbuilt units in Sun Bay Club Unit II Condominium be constructed, the percentage of LDDC's responsibility for SBC's expenses listed above shall be reduced, upon the issuance of a CO in regard to each such unit. By way of example and not of limitation, if CO's are issued in regard to all fourteen (14) such units, the forty-one percent (41%) referenced in Paragraph 4. j. above shall be reduced to thirty-seven percent (37%), the twenty percent (20%) shall be reduced to eighteen percent (18%), and the sixteen percent (16%) reduced to fifteen percent (15%).

6. **Payment of Expenses.** All costs referenced herein incurred by SBC shall be paid by LDDC, or its successors or assigns, according to the same payment schedule by which unit owners in the Condominiums pay the installments on the annual assessments established by SBC. Each party shall have the right to inspect and photocopy records relating to the expenses which are the subject matter of this Agreement.

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7. **Regulation of Recreational Facilities.** SBC shall regulate the use of the RecFacs, provided that no such regulation shall discriminate against the lot owners in the Villas of Lake Destiny; additionally, the parties, their successors and assigns, agree to seek input from and consult with one another when regulating the use of the RecFacs.

8. **Construction of Agreement.** Both LDDC and SBC have participated fully in negotiation of this Agreement, and accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto.

9. **Covenants Running with the Land.** The benefits and burdens of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. The covenants, easements and obligations hereof shall run with the land affected by this Agreement including those portions of the Condominium's common elements over which easements are hereby granted.

10. **Choice of Laws.** Should any dispute or litigation arise with respect to this Agreement and the rights and obligations created by this Agreement, said dispute or litigation shall be governed by the laws of the State of Florida, and venue shall be Orange County.

11. **Attorney's Fees.** The prevailing party in any litigation arising from the rights and duties set forth in this Agreement shall be entitled to recover, in addition to other relief granted, cost of such litigation, including a reasonable attorney's fee, at both trial and appellate proceedings.

12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter hereof. This Agreement may not be modified or amended except by written instrument signed by the parties hereto, their respective successors or assigns.

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IN WITNESS HEREOF, the undersigned have hereunto set their hands and seals effective the day and year first above written.

C. John Christensen

LAKE DESTINY DEVELOPMENT
COMPANY, INC.

C. John Christensen
Print Name

Sabrina Siefert

By: Stephen D. Kardak
PRESIDENT

Sabrina Siefert
Print Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared Stephen D. Kardak to me personally known to be the President of LAKE DESTINY DEVELOPMENT COMPANY, INC., or having produced a driver's license as identification and ~~did~~ did not take an oath, and he acknowledged before me that he freely and voluntarily executed the same as such officer, under authority vested in him by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 17th day of July, 1996.

Rhonda C. Olive
Notary Public, State of Florida at Large.

Printed Name: Rhonda C. Olive
My commission expires:



RHONDA C OLIVE
My Commission CC419286
Expires Nov. 07, 1998
Bonded by HAI
800-422-1555

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Sabrina Siefert
Sabrina Siefert
Print Name

S. B. CLUB CONDOMINIUM
ASSOCIATION, INC.

C. John Christensen
C. John Christensen
Print Name

By: Robert R. Reess
President

STATE OF FLORIDA)
COUNTY OF ORANGE)

BEFORE ME, the undersigned authority, personally appeared ROBERT R. REESS to me personally known to be the President of S. B. CLUB CONDOMINIUM ASSOCIATION, INC., or having produced FLORIDA DRIVER'S LICENSE as identification and did did not take an oath, and he she acknowledged before me that he she freely and voluntarily executed the same as such officer, under authority vested in him/her by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 16th day of July, 1996.

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Gaylene D Coover
Notary Public, State of Florida at Large.

Printed Name: GAYLENE D COOVER
My commission expires:

OFFICIAL NOTARY SEAL
GAYLENE D COOVER
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC270732
MY COMMISSION EXP. MAR. 22, 1997

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