

86- 34141

SECOND AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS
FOR THE VILLAGE AT LAKE PINE II

Record and Return to:
BRUCE M. LEVINE, ESQ.
Hodkin, & Levine, P.A.
4901 N.W. 17th Way, Ste. 504
Ft. Lauderdale, FL 33309

THIS SECOND AMENDMENT TO DECLARATION is made on
this 27th day of January, 1986 by LAKE PINE VILLAGE,
LTD., a Florida limited partnership (hereinafter referred to as
"Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant has and is developing that certain
real property in the county of Broward, State of Florida, which is
more particularly described in Exhibit "A" attached hereto
(hereinafter referred to as "The Village At Lake Pine II Complex");
and

WHEREAS, to create and preserve a general plan of
development conceived by the Declarant with respect to the
residential community to be developed upon all of portions of The
Village At Lake Pine II Complex, Declarant has previously recorded
the Declaration of Covenants, Restrictions and Easements for The
Village At Lake Pine II, filed for record July 27, 1984 in Official
Records Book 11889, at Page 380 (the "Initial Declaration"); and as
supplemented and amended of record by the following instruments, to
wit: First Supplemental Declaration thereto, filed for record
September 24, 1984, in Official Records Book 12013, at Page 584,
Second Supplemental Declaration thereto, filed for record March 11
1985, in Official Records Book 12381, at Page 754;
First Amendment thereto, filed for record August 13, 1985, in
Official Records Book 12746, at Page 754; and Third
Supplemental Declaration thereto, filed for record August 13,
1985, in Official Records Book 12746, at Page 765; all of the
Public Records of Broward County, Florida (said Declaration and all
of the foregoing Supplemental Declarations and First Amendment to
Declaration being hereinafter jointly referred to as the
"Declaration, as supplemented"); and

WHEREAS, on the date of recordation of these presents
Declarant by virtue of various Lots to which it remains vested in
fee simple title and the provisions of the Declaration, as
supplemented, is and remains the sole Class B member; and

WHEREAS, Section 6 of Article XXII of the Declaration, as
supplemented, empowers the Declarant with the absolute power, for so
long as it is the Class B member or owns one or more Lots, to amend
the Declaration, as supplemented, (without any other party's consent

REC 13145 PAGE 713

37.00
4X

or joinder) in the event that such amendments are requested or required by, among other things, governmental or quasi-governmental body which owns or expects to own one or more institutional mortgages or to insure the payment of one or more institutional mortgages; and

WHEREAS, Declarant and contract purchasers of various Lots now owned by Declarant have cooperated in the processing with an institutional lender of requests for institutional mortgage end loans which will be insured or guaranteed by the Veterans Administration (the "VA") or the Federal Housing Administration (the "FHA"); and

WHEREAS, the VA has requested, and federal regulations and guidelines applicable to such institutional mortgage end loans require, as a condition to the approval of The Village at Lake Pine II and the provision of such financing, that each and every one of the provisions of the Declaration, as supplemented, addressed below be deleted, supplemented or modified in the manner as hereinafter provided.

NOW THEREFORE, the Declarant hereby certifies and declares as follows:

1. That on the date of recordation of this Second Amendment, (i) Declarant is the fee simple owner of one or more Lots; (ii) Declarant has remained the sole Class B member; and (iii) each and every one of the provisions of the Declaration, as supplemented, which are being deleted or modified by the provisions of paragraphs 2 through 15 below, have been so deleted or modified solely because the VA has requested, and/or federal regulations and guidelines applicable to the VA and/or FHA require, such amendments as conditions to the certification and approval of The Village at Lake Pine II and the insuring or guaranteeing of institutional mortgages upon Dwelling Units.

2. Section 8(a) of Article V of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety.

3. Section 8(b) of Article V of the Initial Declaration is amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

"(b) Transfer of Title to Common Properties.
Promptly upon the recordation of this Second Amendment to Declaration of Covenants and, in no

event, later than thirty (30) days from the date thereof, Declarant shall convey to the Association, by quit claim deed or deeds, the fee simple title to the Common Properties (as defined in the Declaration, as supplemented) free and clear of any liens but subject to:

(1) Any real estate taxes and assessments for the year in which the Common Properties are transferred;

(2) Any covenants, conditions, restrictions, reservations, limitations and easements then of record; and

(3) Any zoning ordinances then applicable.

THE ASSOCIATION shall accept this conveyance of the Common Properties and shall pay all costs of such conveyance including documentary stamp and other taxes of conveyance, recording charges, title insurance expense, and attorneys' fees. The Association shall thereafter hold title to them for the benefit of those persons entitled to use them under the provisions of the Declaration, as supplemented. The conveyance shall not impair in any way the Declarant's rights and easements set forth elsewhere in the Declaration, as supplemented, including, without limiting the generality of the foregoing, Section 13 of Article XIII and Section 4 of Article XVIII of the Declaration, as supplemented. Any properties declared to be added as additional Common Properties by any Supplemental Declaration shall be conveyed to the Association promptly upon the recordation amongst the public records of such Supplemental Declaration and, in no event, later than thirty (30) days from the date of such recordation."

4. Section 1 of Article VII of the Initial Declaration is hereby amended so that the text following "Class B" through the end of said section is deleted in its entirety and there is substituted therefore the following text:

Class B: "The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot owned by Declarant. The Class B Membership shall cease and be converted to Class A Membership upon the first to occur of any of the following: (a) the arrival of December 31, 1987; (b) the time at which total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership; or (c) thirty (30) days after Declarant elects to terminate the Class B Membership; whereupon, the Class A Members shall assume control of the Association and elect the Board."

5. Section 5 of Article IX of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

OFF 13145 PAGE 715

"Section 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTION 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all Members not less than thirty (30) days, nor more than sixty (60) days, in advance of the meeting. At the first such meeting so called, the presence of Members in person or by proxy constituting a majority of all votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting shall be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting."

6. Section 6 of Article IX of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

"Section 6. DATE OF COMMENCEMENT OF UNIT OWNERS' OBLIGATION FOR COMMON ASSESSMENTS. Every Owner other than the Declarant shall be required to pay Assessments under this Article with respect to his Lot upon acquiring title thereto. The Declarant shall be required to pay any Assessment or, alternatively, to elect to pay other sums due (in accordance with its rights under Section 11 of this Article) on any Lot owned by it."

7. Section 7 of Article IX of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

"Section 7. SETTING OF COMMON ASSESSMENTS; DUE DATE. The Board of Directors shall fix the proposed amount of the annual Common Assessment to be levied against each Owner subject to assessment at least thirty (30) days in advance of the period covered by the assessment. During the first fiscal year of the Association and from the period of time from the conveyance of the first Lot upon the Properties to an Owner through January 1st of the year immediately following such conveyance, the maximum annual assessment for any Lot upon the Property shall not exceed Nine Hundred Thirty Four Dollars Eighty Cents (\$934.80) for any such Lot; provided, however, that the actual such annual Common Assessment shall be equal to or less than such sum and shall be determined by calculation of the product of the Percentage Share of Assessments as referred to in Section 10 of Article IX of the Declaration, as supplemented, times the estimated budget adopted by the Association for such first fiscal year. From and after the later of (i) January 1st of the year immediately following the conveyance of the first Lot upon the Properties to an Owner; or (ii) the expiration of the first fiscal year of the Association, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year, without a vote of approval by the Owners. From and after the

Our
maintenance cap
is 5% per year...

OFF 13145 PAGE 716

later of (i) January 1st of the year immediately following the conveyance of the first Lot upon the Properties to an Owner; or (ii) the expiration of the first fiscal year of the Association, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of Members of the Association who are voting in person or by proxy, at a meeting duly called for such purpose. At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall prepare and distribute to the Members of the Association a written, itemized Estimated Operating Budget of the expenses to be incurred by the Association during such year in performing its functions under the Declaration, as supplemented. In the event that the annual assessments are not in excess of the maximum annual assessment and five percent (5%) increase applicable thereto, the Board shall have the obligation and authority to declare such Estimated Operating Budget to be valid and effective. In the event that the maximum annual assessment is increased above the five percent (5%) annual increase margin described above, such budget shall only be effective upon the vote of the Members as set forth hereinabove. The Assessments shall be based upon an Estimated Operating Budget that includes reasonable reserves for deferred maintenance of Improvements the Association is responsible hereunder for maintaining and may (but need not) include reserves for contingencies. The Board may provide in its absolute discretion that the periodic Assessments be payable either quarterly or monthly. The Board of Directors shall cause to be prepared an annual balance sheet and operating statement for each fiscal year, and shall cause to be distributed a copy of each such statement to each Member and to each institutional mortgagee who has filed a written request for copies of the same with the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association, setting forth whether the Assessments upon a specified Dwelling Unit have been paid. A properly executed Certificate of the Association as to the status of the Assessments upon such Lot, together with Dwelling Unit thereon, shall be binding upon the Association as of the date of its issuance."

8. Section 8 of Article IX of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

"Section 8. EXEMPT PROPERTY. Common Expenses shall be assessed only against Lots, together with Dwelling Units thereon, which are subject to assessment under the provisions hereof, and no portions of the Common Properties shall be subject to assessment for Common Expenses."

9. Section 11 of Article IX of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

"Section 11. DECLARANT EXEMPTION. Declarant shall be liable for the payment of any Assessments upon any Lots owned by it, subject, however, to the provisions as hereinafter set forth. From the date of conveyance of the first Lot upon the Properties until the date each Lot owned by Declarant is conveyed to an Owner other than the Declarant, the Declarant shall, with respect to such Lots, pay the greater of (i) twenty-five (25%) percent of the periodic Assessments due for such lots, or (ii) deficits in operation of the Association above assessments collectable from other Owners. In calculating the foregoing deficit, only actual current expenses (other than capital expenses and reserves) shall be computed."

10. Section 9 of Article IX of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety.

11. Section 12(a) of Article IX of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

Section 12... "(a) Penalties for Delinquency. Any assessment that is unpaid for more than thirty (30) days after the date it is due shall bear interest at the rate of six (6%) percent per annum from the date it is due until the date it is paid."

12. Section 12(d) of Article IX of the Initial Declaration is hereby amended so that the title and text thereof is deleted in their respective entirety and there is substituted therefore the following:

(d) Subordination of the Lien to Mortgages. The lien for periodic or special assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien and every grantee in a voluntary conveyance of a Lot shall be jointly and severally liable for all unpaid periodic or special assessments against the grantor for his share of the Assessments up to the time of conveyance. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or in any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof."

13. Article XIV of the Initial Declaration is hereby amended so that the title and text thereof are deleted in their respective entirety.

14. Section 2 of Article XXII of the Initial Declaration is hereby amended so that the text thereof is deleted in its entirety and there is substituted therefore the following text:

"Section 2. DURATION. The covenants and restrictions set forth in the Declaration, as supplemented, shall run with and bind the Complex for a term of twenty (20) years from the date the Initial Declaration has been recorded, after which time they shall automatically extend for successive periods of ten (10) years."

15. Section 6 of Article XXII is hereby amended so that the text thereof is supplemented by the addition of the following text:

"Notwithstanding anything in this Section 6 to the contrary and for so long as Class B Membership shall exist, the following actions shall require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional Properties, dedication of Common Properties, and amendments to the Declaration, as supplemented."

16. The terms and provisions of this amendment shall enure to the benefit of and run with title to the Lots upon which dwelling units are situated and shall be binding upon all persons having any right, title or interest therein, or any part thereof, their heirs, successors and assigns; and shall enure to the benefit of and be binding upon the Declarant, its successors and assigns, the Association and its successors in interest and each Owner and his respective successors in interest.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment to Declaration on the date first written above.

Signed, sealed and delivered
in the presence of:

LAKE PINE VILLAGE, LTD., a Florida
limited partnership

By: LAKE PINE VILLAGE, INC., a
Florida corporation, General
Partner.

By: Stephen Leon, President
Stephen Leon, President

Attest: Michael Weitzman, Secretary
Michael Weitzman, Secretary

OFF 13145 PAGE 719

STATE OF FLORIDA)
COUNTY OF BROWARD) SS:

The foregoing Second Amendment to Declaration was acknowledged before me this 27th day of January, 1986, by STEPHEN LEON and MICHAEL WEITZMAN, respectively, the President and Secretary

of LAKE PINE VILLAGE, INC., a Florida corporation and general partner of Lake Pine Village, Ltd., a Florida limited partnership, acting on behalf of said corporation in its capacity as general partner of said limited partnership.

My Commission Expires:



MY COMMISSION EXP. MAY 20, 1989

Eileen Grant
NOTARY PUBLIC
State of Florida at Large

(Notarial Seal)

THIS IS NOT AN
OFFICIAL COPY

BML/jww/1493A
012786

OFF 13145 PAGE 720
REC 13145

DESCRIPTION: THE VILLAGE AT LAKE PINE II

Parcel "A" of C.H.E. ACRES, according to the Plat thereof, as recorded in Plat Book 114, Page 4, of the Public Records of Broward County, Florida. Said lands situate, lying and being in Broward County, Florida. Containing 46.296 acres, more or less.

Subject to all easements, reservations, and rights-of-way of record.

THIS IS NOT AN
OFFICIAL COPY

RECORDED IN THE PUBLIC RECORDS
OF BROWARD COUNTY, FLORIDA
E. T. JOHNSON
COUNTY ADMINISTRATOR

OFF 13145 PAGE 721

EXHIBIT "A"