

**AKERMAN  
PO BOX 231  
ORLANDO FL 32802**



This instrument prepared by and  
after recording return to:

Robert W. Bowser, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

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**SECOND AMENDMENT TO  
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
WATERSIDE POINTE**

**THIS SECOND AMENDMENT TO SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WATERSIDE POINTE** (this “Second Amendment”) is made as of the Effective Date (as that term is defined below), by **CALATLANTIC GROUP, INC.**, a Delaware corporation, f/k/a Standard Pacific Corp., as successor in interest by operation of merger to The Ryland Group, Inc. (“Declarant”).

**RECITALS:**

**WHEREAS**, Declarant is the “Declarant” under that certain Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Waterside Pointe, recorded in Official Records Book 3722, Page 2077, of the Public Records of Lake County, Florida, as amended by that certain First Amendment to Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Waterside Pointe, recorded in Official Records Book 3977, Page 2144, of the Public Records of Lake County, Florida (collectively, the “Declaration”) (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration);

**WHEREAS**, Article XIV, Section 5 of the Declaration provides that the Declaration may be amended by the holders of at least two-thirds (2/3) of the votes in the Association by executing a written instrument in recordable form setting forth such amendment; and

**WHEREAS**, Declarant is the holder of at least two-thirds (2/3) of the votes in the Association;

**WHEREAS**, Declarant desires to amend the Declaration as set forth herein.

**NOW, THEREFORE**, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Second Amendment in the Public Records of Lake County, Florida, does hereby declare that the Declaration is hereby amended, modified and supplemented as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. Definitions. Article I of the Declaration is amended to include the following new Sections:

Section 31. "Limited Common Area" shall mean any and all real and personal property, easements, improvements, facilities and other interests, as more particularly described in Article II, Section 20 of this Declaration, which are reserved for the use of Owner(s), occupants and invitees of certain Residences to the exclusion of other Owner(s) and/or other Residences.

3. Limited Common Area. Article II of the Declaration is amended to include the following new Section:

Section 20. Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Residences. By way of illustration and not limitation, Limited Common Areas may include recreational facilities and sidewalks servicing certain Residences. Except as otherwise provided herein, all additional costs incurred by the Association due to the maintenance, repair, replacement, and insurance of Limited Common Areas shall be assessed as an additional Base Assessment against the Owners of those Residences to which the Limited Common Area is assigned. Declarant reserves the right in its sole discretion to subsequently designate Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, Amendments to the Declaration or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Residences, so long as the Turnover Date has not occurred. Thereafter, a portion of the Common Area may be assigned as Limited Common Area of a particular Residence or Residences upon the affirmative vote of a majority of the total Class "A" votes in the Association. At any time following the Turnover Date, Limited Common Area may be reassigned as Common Area upon (i) the written petition of the benefiting Owner or Owner to the Association; and (ii) an affirmative vote of the a majority of the total Class "A" votes in the Association. As long as the Declarant owns any property in the Community for development and/or sale, any such assignment or reassignment shall also require the Declarant's prior written consent.

The Limited Common Area may be designated on the Plat, or in other documents recorded from time to time by the Declarant, including in an Amendment to the Declaration or a Supplemental Declaration. The Association may adopt Rules and Regulations which govern, among other things, the use of the Limited Common Area. The Declarant, subject to the terms of Article IV, shall have the right in its sole discretion to convey additional real estate, improved or

unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association at its expense for the benefit of the Members, or by the Residence Owners to which the Limited Common Area(s) are assigned. The Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Limited Common Area at reasonable hours to perform its responsibilities of maintenance, repair, and replacement.

4. Canal Property. Article II of the Declaration is amended to include the following new Section:

Section 21: Canal Property.

- a. **Easement:** Tract B of Waterside Pointe Phase 3, as described on the plat thereof recorded in Plat Book 67, Page 20 (the "Phase 3 Plat"), of the Public Records of Lake County, Florida (the "Canal Property") is hereby deemed Limited Common Area and is reserved for the exclusive use and primary benefit of Owners of Lots 459 through 540, inclusive, as shown on the Phase 3 Plat (the "Canal Property Lots"). All other Owners of Residences within the Community, and their occupants and invitees, are expressly prohibited from utilizing the canal Property. Each Owner of a Canal Property Lot shall have a non-exclusive easement upon and across the Canal Property for a limited, perpetual easement over the portions of the Canal Property more fully specified below, for the following limited purposes: (i) ingress and egress over and across the portions of the Canal Property lying directly north of each Canal Property Lot (bounded on the east and west by the northerly extensions of the east lot line and west lot line of each applicable Canal Property Lot), (ii) the right to install, maintain, repair and replace an above ground boardwalk (at a minimum 2 feet above ground and a maximum width of 4 feet) within the Easement Area (defined below) to include a boardwalk, parallel with the shore, of a length necessary to anchor and secure the boat lift, and (iii) the right to install, maintain, repair and replace davits or a two-post elevator-type boat lift within the Easement Area (four-post elevator lifts are prohibited). The lifting mechanisms on the boat lifts are restricted to mechanical, or battery or solar powered motors. No permanent electrical power is being provided to these locations by the Declarant or the Association. The Lot Owners must install bank stabilization measures, such as riprap or soil cement, underneath the boardwalk to prevent erosion. Boardwalks must be constructed with boards separated to allow light penetration. The portion of the Canal Property for which the easement rights for installation of improvements (as described above in clauses (ii) and (iii)) declared as appurtenant to each Canal Property Lot shall be limited to exclusively that portion of the Canal Property lying within the center 30 feet of the northerly extension of the east lot line and west lot line of each Canal Property Lot (hereinafter such 30 foot area is called the "Easement Area")

and no Owner of any Canal Property Lot shall obtain any right to use either any portion of the Canal Property north of any other Canal Property Lot or for any portion of the Canal Property lying directly north of such Owner's Canal Property Lot but outside the center 30 feet thereof. Additionally each Easement Area is limited solely to the upland portion of the Canal Property. Due to fluctuations in the water level of the canal, the upland portion of the Canal Property shall be defined as the southern fifteen (15) feet of the Canal Property or the edge of the deep water channel within the canal, whichever is furthest from the shore. In no event be deemed to extend into the channelized portion of the Canal Property so as to impede boat traffic.

- b. **Permitting and Construction:** The Canal Property Lot Owner is required to submit plans for the boardwalk and boat lift to the Architectural Review Board of the Association in accordance with Article VII of the Declaration. The Canal Property Lot Owner is also required to obtain a permit from the City of Groveland and if required, from the St. Johns River Water Management District. Construction of any boardwalk or walkway by any Owner within its appurtenant Easement Area shall be constructed in accordance with all governmental permits, rules and regulations. The Water Management Permit for the property covered by the Phase 3 Plat requires that bank stabilization materials (e.g., riprap or soil cement) be installed to prevent erosion. Additionally, the boards must be separated to allow light penetration. Any boat davits or boat lifts must be installed entirely within the Easement Area, other than to the extent allowed by law in connection with the davit or boat lift and in no event may block any access in the canal. The Water Management Permit additionally limits boat access on the canal to boats with 4-stroke engines, electric powered boats or non-motorized boats. Airboats are prohibited. Further, boats may not be stored in the water and must be raised above water-level with an approved davit or elevator-type boat lift. Declarant further discloses that portions of the Canal Property are occupied by underground utility and irrigation lines and each Owner should ensure that it obtains the precise location of the underground utility or irrigation lines prior to commencing any work within the Easement Area. DECLARANT MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER WITH RESPECT TO THE SUITABILITY OF THE CANAL PROPERTY FOR THE INSTALLATION OF ANY IMPROVEMENTS, INCLUDING BOARDWALKS OR DAVIT OR ELEVATOR-TYPE BOAT LIFTS AND ALL SUCH CONSTRUCTION AND MAINTENANCE WORK SHALL BE DONE AT THE APPLICABLE OWNER'S SOLE COST, EXPENSE AND RISK.
- c. **Repair and Maintenance:** Each Canal Property Owner shall be solely responsible, at its sole costs and expense for the maintenance of the Easement Area and all improvements located thereon. Portions of the Canal Property, which also includes the Easement Area, are within a

Conservation Easement recorded in Official Records Book 4128, Page 1846 of the Public Records of Lake County, Florida. Portions of the Conservation Easement are planted with wetland-type plant materials in accordance with the requirements of the St. Johns River Water Management District permit and are the maintenance obligation of the Association. The Canal Property Lot Owners shall not replant or disturb these areas. Notwithstanding anything contained herein to the contrary, each Canal Property Lot Owner shall be solely responsible for the mowing and maintenance of the grass and vegetation of that portion of the Canal Property lying east and west of the Easement Area to the northerly extensions of the east and west lot lines of such Owner's Lot.

- d. **Covenant Against Liens:** No Canal Property Lot Owner shall permit any construction or other liens to be filed against any portion of the Canal Property, including, without limitation, any portion of the Easement Area. In the event any such lien is filed against the Easement Area, the Canal Property Lot Owner causing the lien shall have thirty (30) days after receipt of written notice of the lien to have the lien satisfied, released, or transferred to bond. If the lien is not satisfied, released, or transferred to bond within such thirty (30) day period, Declarant and/or Association shall have the right, but not the obligation, to cause such lien to be satisfied, released, or transferred to bond, and the Canal Property Lot Owner causing the lien shall pay on demand all of the other Declarant's or Association's costs, as applicable, in connection therewith (including, without limitation, attorneys' fees and other costs of collection) together with interest thereon at the maximum rate allowed by law accruing from and after the date of such expenditure until Declarant's or Association's receipt of full payment therefor. If any Canal Property Lot Owner shall default in the performance of an obligation required of such Owner (such Canal Property Lot Owner being herein called a "Defaulting Owner"), the Declarant and/or Association, in addition to all other remedies it may have at law or in equity, after ten (10) days' prior written notice to the Defaulting Owner (or in the event of an emergency after such notice as is practical under the circumstances), shall have the right to perform such obligation on behalf of the Defaulting Owner. Any such expenses incurred by the Association or by the Declarant may be recouped under the provisions of Article XII of the Declaration.
- e. **Indemnification:** Each Canal Property Lot Owner hereby agrees that it will indemnify and hold harmless the Declarant and the Association, and Declarant's and Association's officers, director's, agents, guests, and invitees from any and all reasonable expenses, suits, actions, judgments, attorneys' fees, and costs arising from any suits, actions or claims of any character, type or description, brought or made for or on account of any injuries or damages received or sustained by any person or persons or property, arising out of, or occasioned by, the negligent acts or omissions of the Canal Property Lot Owner causing the liability of such Owner's

tenants, agents, guests, and invitees in connection with the use of the Canal Property. The indemnification obligations under this Section shall survive the termination of this Declaration.

- f. **Insurance:** Each Canal Property Lot Owner shall maintain or cause to be maintained general liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Easement Area by the Canal Property Lot Owner and its tenants, guests, invitees agents, contractors and licensees. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State Florida and having a limit of Two Hundred Thousand Dollars (\$200,000.00) for each accident or occurrence, Ten Thousand Dollars (\$10,000.00) per person and Twenty-Five Thousand Dollars (\$25,000.00) property damage. At the written request of Declarant or the Association, the Canal Property Lot Owner shall cause Declarant and/or the Association to be named as an additional insured in such insurance.

5. Assignment to Association. In connection with a conveyance of all or any part of the Canal Property to the Association, Declarant shall have the right to assign Declarant's rights and obligations under the Declaration, as to the portion of the Canal Property so conveyed to the Association, and upon such assignment, the Association shall be deemed to have assumed the obligations, liabilities and responsibilities of Declarant arising after such assignment, and Declarant shall be released from any and all such assigned obligations, liabilities and responsibilities under the Declaration arising after the date of such assignment to the Association.

6. Effect of this Second Amendment. Except as modified by this Second Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Second Amendment and the terms of the Declaration, the terms of this Second Amendment shall control only as necessary to resolve any such inconsistency or conflict.

[Signatures follow]

IN WITNESS WHEREOF, Declarant has duly executed this instrument on this 19<sup>th</sup> day of February, 2016.

WITNESSES:

CALATLANTIC GROUP, INC., a Delaware corporation

[Signature]  
Name: Felicia Coakley

By: [Signature]  
Print Name: David Baselice  
Title: Operational Vice President

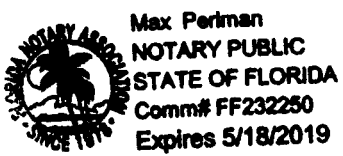
(SEAL)

[Signature]  
Name: JAMES P. McGUIRE

STATE OF FLORIDA )  
COUNTY OF Seminole ) ss:

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2016, by David Baselice, Operational VP of CALATLANTIC GROUP, INC., a Delaware corporation, on behalf of the corporation. He/she is:

- personally known to me; or
- produced a driver's license issued by the \_\_\_\_\_ Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: \_\_\_\_\_



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA  
Max Perlman  
(Print, Type or Stamp Commissioned Name of Notary Public)