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NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$61.00

Prepared by:
Mike Psarakis
3307 Las Brisas Drive
Riverview, Florida 33578

Return to:
Board of Directors of the Villas of Spanish Springs
Condominium Owners Association, Inc.
c/o Sentry Management, Inc.,
2108 West State Road 434, Suite 5000
Longwood, Florida 32779-5044.



**CERTIFICATE OF SECOND AMENDMENT TO THE FIRST AMENDED
AND RESTATED DECLARATION OF CONDOMINIUM OF VILLAS OF
SPANISH SPRINGS, A CONDOMINIUM THE VILLAGES, FLORIDA
("SECOND AMENDMENT").**

WHEREAS The Villages of Lake-Sumter, Inc. hereinafter referred to as ("**Developer**") on December 7, 2001, recorded in Official Records Book 2038, Pages 1528-1640, Public Records of Lake County, Florida, the Declaration of Condominium of Villas of Spanish Springs, a Condominium The Villages, Florida, (hereinafter referred to as the "**Original Declaration**"), thereby forming the Villas of Spanish Springs Condominium, (hereinafter referred to as the "**Condominium**"); and

WHEREAS, on January 24, 2002, Developer recorded in Official Records Book 2060, Page 1053-1054, Public Records of Lake County, Florida, a first amendment to the Original Declaration, thereby amending certain terms of the Original Declaration; and

WHEREAS, on August 6, 2002, Developer recorded in Official Records Book 2153, Pages 2312-2313, Public Records of Lake County, Florida, a second amendment to the Original Declaration thereby further amending certain terms of the Original Declaration; and

WHEREAS, on October 30, 2007, the Developer completely amended and restated the Original Declaration and its amendments by recording the First Amended and Restated Declaration of Condominium of Villas Of Spanish Springs, a Condominium The Villages, Florida in accordance with the provisions of Florida Statute 718.110 in Official Records Book 3531, Pages 2273-2408, Public Records of Lake County Florida, (hereinafter referred to as the "**Declaration**"); and

WHEREAS, on April 30, 2012, the Board of Directors ("**Board**") of the Villas of Spanish Springs Condominium Owners Association, Inc. ("**Association**"), a Florida non-profit corporation, recorded in O.R. Book 4155, Pages 318-321, and re-recorded at O.R. Book 4164, Pages 878-884, Public Records of Lake County Florida, a First Amendment to the First Amended and Restated Declaration of Condominium of Villas Of Spanish Springs, a Condominium The Villages, Florida; and

WHEREAS, the Board's mailing address is c/o Sentry Management, Inc., 2108 West State Road 434, Suite 5000, Longwood, Florida 32779-5044 ("**Sentry**"); and

WHEREAS, the Board and Members of the Association, desire to amend Section 12.3.10 of the Declaration as set forth below; and

WHEREAS, the Board, at a scheduled meeting on April 18, 2014, passed a motion to proceed with the process to amend the Declaration pursuant to Section 617.0701(4), Florida Statutes, and Sections 15.3, 15.8, and 15.9 of the Declaration; and

WHEREAS, on January 22, 2015, the Unit Owners, as defined in Section 4.26 of the Declaration, were notified by mail and requested to provide a written consent, which agreed to amend the Declaration; and

WHEREAS, on January 30, 2015, the first response was received; and

WHEREAS, all the necessary approvals were received by February 17, 2015; and

WHEREAS, on February 20, 2015, the Board determined that 32 written consents, which equals 67% of the Voting Interests, were received, approving the Second Amendment to the Declaration set forth below; and

WHEREAS, pursuant to Section 15.9 of the Declaration, the Developer is required to approve an amendment to Section 12.3.10 of the Declaration, and said Joinder and Consent of the Developer is attached hereto and incorporated herein as Exhibit "A".

NOW THEREFORE, the Board, pursuant to the Declaration, files this Certificate of Second Amendment to the First Amended and Restated Declaration of Condominium of Village of Spanish Springs, a Condominium The Villages, Florida ("**Second Amendment**"), with the additions shown underlined and deletions shown as stricken, as follows:

1. 12.3.10 – No outbuilding, ~~tent~~, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes, and as provided herein. Notwithstanding the restrictions contained herein, ~~certain~~ Unit Owners may construct a permanent, affixed to the exterior wall of a Unit and its surrounding courtyard wall, or temporary screened enclosure which is properly secured in a manner approved by the Board, the Developer, and the Villages Architectural Review Committee, and which shall be removed should adverse conditions occur or be forecasted (e.g., severe storms,

tornados, northeasters or hurricanes), including but not limited to pergolas which may be fully screened, partially screened or open without screens, bird cage designs, or gazebos (collectively "Enclosure") in the courtyard Limited Common Element attached to and utilized exclusively by the Unit if ~~such screen enclosure~~ Enclosure is constructed at Unit Owner's sole cost and expense and meets the following requirements specifications: (1) The Approval of the Board; (2) The Approval of the Developer; (3); The Approval of The Villages Architectural Review Committee; (4) The receipt of all necessary building permits; (5) The bird cage design or gazebo must be bronze or dark brown in color and constructed of aluminum; and (6) The pergola style design must match existing pergola materials and colors located on the entry to the Unit or must be constructed of cedar or aluminum that is dark brown in color. Units 1104, 1116, 1138, 1206, 1212, 1222, and 1232 may have a screened enclosure which measures 24 feet, 8 inches by 8 feet with screen walls, located under the existing roof in the courtyard. The Unit Owners shall also be solely responsible for all costs and expenses associated with the maintenance, repair, replacement, and disposal of the screens, if applicable, and the ~~screened enclosure~~ Enclosure. If the Unit Owner does not properly maintain, repair, replace, or dispose of the screens, if applicable, or ~~screen the enclosure~~ Enclosure then the Association may undertake such maintenance, repair, disposal, or replacement and charge the Unit Owner with the cost thereof. The Unit Owner shall be responsible for all costs and expenses to the Association resulting from the construction or maintenance of the ~~screened enclosure~~ Enclosure. All maintenance responsibilities detailed in Section 6 of this Declaration shall apply to those Units which have an ~~screen~~

~~enclosure~~Enclosure in the courtyard as well as those Units which do not have an ~~screen~~
~~enclosure~~Enclosure in the courtyard and no ~~screen-enclosure~~Enclosure shall interfere
with the performance of such maintenance responsibilities. Any increase in costs
associated with Association required maintenance attributable to an Enclosure, shall be
paid by the appropriate Unit Owner.

2. The intention is the Declaration, as amended, and this Second Amendment to be hereinafter considered and interpreted together as a single document and that the capitalized terms of the Declaration, as amended and not otherwise defined herein, shall have the same meaning as defined in the Declaration, as amended.

3. If there is any conflict between the terms and conditions of the Declaration, as amended, and the terms and conditions of this Second Amendment, this Second Amendment shall prevail.

4. All other terms and conditions of the Declaration, as amended, not modified by this Second Amendment shall remain in full force and effect.

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SIGNATURE PAGE FOLLOW THIS PAGE

IN WITNESS WHEREOF the Board has authorized this Second Amendment to be executed by its duly authorized representative on the 26th day of February 2015.

WITNESSES

Sign: *Diane Bozich*
Print: DIANE BOZICH

Sign: *Amy McGarr*
Print: AMY MCGARR

BOARD OF DIRECTORS OF THE
VILLAS OF SPANISH SPRINGS
CONDOMINIUM OWNERS
ASSOCIATION, INC.

By: *Michael Psarakis*
Michael Psarakis, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of February, 2015 by Michael Psarakis, President of the Board of Directors of The Villas of Spanish Springs Condominium Owners Association, Inc., a not-for-profit corporation, existing under the laws of the State of Florida, for the corporation.

Personally Known X
Provided _____ as identification.

Notary Public - State of Florida
Amy J. McGarr
Notary Signature

7-19-18
Commission Expires

ACTIVE: V23003/355636:5826766_1





RECEIVED
MAR 30 2015
DIVN 80

EXHIBIT "A"
JOINDER AND CONSENT

WHEREAS, pursuant to Section 15.9 of the First Amended and Restated Declaration of Condominium of Villas of Spanish Springs, a Condominium The Villages, Florida, (the "Declaration"), the Developer must approve amendments to Section 12.3.10 of the Declaration; and

WHEREAS, the undersigned, The Villages of Lake-Sumter, Inc. a Florida corporation, was the Developer of the Villas of Spanish Springs, a Condominium, (hereinafter referred to as "Developer").

NOW THEREFORE, the Developer hereby joins in and consents to the amendment to Section 12.3.10, as set forth in the Certificate of Second Amendment to the First Amended and Restated Declaration of Condominium of Villas of Spanish Springs, a Condominium The Villages, Florida, to which this Joinder and Consent is attached as Exhibit "A", and hereby agrees with the terms and conditions contained therein.

All corporate action exists or has been accomplished to duly authorize the Developer to execute this instrument so as to duly bind the Developer, its successors or assigns, to the terms and provisions of this instrument.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed in its name by its proper officials duly authorized on the date first written below.

SIGNATURE PAGE FOLLOW THIS PAGE

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WITNESSES

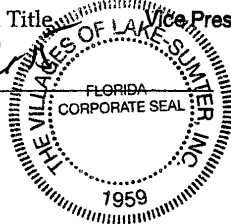
Sign: *Vicki C. Varnon*
Print: Vicki C. Varnon

Sign: *Jennifer A. Peters*
Print: Jennifer A. Peters

THE VILLAGES OF LAKE-SUMTER, INC.


By: *Martin L. Dzuro*
Print Name and Title: Martin L. Dzuro Vice President

Date: 3/26/15



STATE OF FLORIDA
COUNTY OF LAKE

The forgoing instrument was acknowledged before me this 26th day of March, 2015, by Martin L. Dzuro as ^{Vice} President of The Villages of Lake Sumter, Inc., a Florida corporation, on behalf of the company. He is personally known to me and appeared before me at the time of notarization.

 VICKI C. VARNON
Notary Public
State of Florida
My Commission Expires 9/22/2015
Commission No. EE 125038
Notary Seal

Notary Public - State of Florida
Vicki C. Varnon
Notary Signature Vicki C. Varnon

ACTIVE: V23003/355636:5826762_1_BPATRIE

