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April 1, 2014

Via Certified Mail/Return Receipt Requested

Linda Brandhuber, Community Association Manager Sentry Management, Inc. 2180 W. State Road 434, Suite 5000 Longwood, FL 32779

Re:

Second Amendment to Declarations of The Baker's Crossing Homeowners

Association, Inc., Phases One and Two (Leasing Cap Amendment)

Our File No.: 9461-1

## Dear Linda:

Enclosed please find an original Second Amendment to Declaration of Covenants, Conditions and Restrictions of "Baker's Crossing Phase One" and "Baker's Crossing Phase Two" that has been recorded in the Public Records of Seminole County, in Book 08229 Pages 1538 – 1541 on March 20, 2014.

Sincerely,

David J. Kohs

DJK:dm Enclosure Prepared by and return to: Kathryn P. Jones, Esq. Pohl & Short, P.A. 280 West Canton Avenue Suite 410 Winter Park, FL 32790 9461-1 MARYANNE MORSE, SEMINOLE COUNTY
CLERK OF CIRCUIT COURT & COMPTROLLER
BK 08229 Pgs 1538 - 1541; (4pgs)
CLERK'S # 2014030203
RECORDED 03/20/2014 09:47:05 AM
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## SECOND AMENDMENT TO DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "BAKER'S CROSSING PHASE ONE" AND "BAKER'S CROSSING PHASE TWO"

THIS SECOND AMENDMENT is made this <u>27</u> day of <u>February</u>, 2014, by BAKER'S CROSSING HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, that certain "Declaration of Covenants, Conditions and Restrictions of Baker's Crossing Phase One" has been recorded in the Public Records of Seminole County, Florida, at OR Book 4326, Pages 374, et. seq. (the "Phase One Declaration"), pertaining to the property described therein; and

WHEREAS, that certain "Supplemental Declaration of Covenants, Conditions and Restrictions Adding Baker's Crossing Phase Two" has been recorded in the Public Records of Seminole County, Florida, at OR Book 4915, Pages 1745, et. seq. (the "Phase Two Declaration"), pertaining to the property described therein; and

WHEREAS, the Association amended certain provisions in the Phase One Declaration and in the Phase Two Declaration in that certain "Amendment to Declarations of Covenants, Conditions and Restrictions of 'Baker's Crossing Phase One' and Baker's Crossing Phase Two", which has been recorded in the Public Records of Seminole County at OR Book 8137, Pages 340 et. seq. (referred to herein as the "First Amendment to the Declarations")(the Phase One Declaration and the Phase Two Declaration, as subsequently amended, will collectively be referred to as the "Declarations"); and

WHEREAS, the Association wishes to amend certain other provisions in the Declarations; and

WHEREAS, the requirements for this Second Amendment have been complied with in accordance with the terms and provisions of each of the Declarations.

NOW, THEREFORE, the Declarations are amended as follows:

1. The language of Article VII, Section 23 of the Phase One Declaration, entitled "Leasing or Renting", is amended to include the following additional paragraph at the end of such Section as follows:

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"Notwithstanding anything to the contrary in this Declaration, the number of Residential Units which may be leased, rented, or otherwise occupied by a 'Non-Owner Occupant' at any single point in time within Baker's Crossing Phase One or Baker's Crossing Phase Two shall not exceed twenty percent (20%) of the total number of Residential Units located within Baker's Crossing Phase One and Baker's Crossing Phase Two, rounded to the nearest whole number (the "Leasing Cap"). As used in this Section 23, 'Non-Owner Occupant' shall mean any person or persons, other than the Owner, who has possession of a Residential Unit (without regard to whether such person or persons are obligated to pay rent). 'Residential Unit' shall mean a residential dwelling unit constructed on a Lot located within Baker's Crossing Phase One or Baker's Crossing Phase Two. For purposes of applying the Leasing Cap, the number of Residential Units located in each of Baker's Crossing Phase One and Baker's Crossing Phase Two shall be considered in the aggregate. The total number of Residential Units located within Baker's Crossing Phase One equals 104 and the total number of Residential Units located within Baker's Crossing Phase Two equals 139, for a combined total of 243 Residential Units located in Baker's Crossing Phases One and Two; therefore, no greater than a total of 49 Residential Units shall be leased, rented, or otherwise occupied by a Non-Owner Occupant at any single point in time within either Baker's Crossing Phase One or Baker's Crossing Phase Two. Such 49 Residential Units shall be referred to herein as the 'Rental Eligible Units'. A Residential Unit that is a Rental Eligible Unit shall remain a Rental Eligible Unit for as long as the Non-Owner Occupant named on the written lease approved by the Association (an 'Approved Lease') remains in possession of the Residential Unit, regardless of when the stated term of such Approved Lease expires. Therefore, a Non-Owner Occupant named on the Approved Lease may remain in possession as a holdover tenant after expiration of the stated term of the Approved Lease, without the Residential Unit losing its status as a Rental Eligible However, should such Non-Owner Occupant vacate the Residential Unit (whether during the stated term of the Approved Lease or after the expiration thereof), then the Residential Unit would immediately lose its status as a Rental Eligible Unit. The Board of Directors shall have the authority to establish reasonable procedures for implementing the foregoing provisions."

2. The language of Article VII, Section 23 of the Phase Two Declaration, entitled "Leasing or Renting", is amended to include the following additional paragraph at the end of such Section as follows:

"Notwithstanding anything to the contrary in this Declaration, the number of Residential Units which may be leased, rented, or otherwise occupied by a 'Non-Owner Occupant' at any single point in time within Baker's Crossing Phase Two or Baker's Crossing Phase One shall not exceed twenty percent (20%) of the total number of Residential Units located within Baker's Crossing Phase Two and Baker's Crossing Phase One, rounded to the nearest whole number (the "Leasing Cap"). As used in this Section 23, 'Non-Owner Occupant' shall mean any person or persons, other than the Owner, who has possession of a Residential Unit (without regard to whether such person or persons are obligated to pay rent). 'Residential Unit' shall mean a residential dwelling unit constructed on a Lot located within Baker's Crossing Phase Two or Baker's Crossing Phase One. For purposes of applying the Leasing Cap, the number of Residential Units located in each of Baker's Crossing Phase Two and Baker's Crossing Phase One shall be considered in the aggregate. The total number of Residential Units located within Baker's Crossing Phase Two equals 139 and the total number of Residential Units located with Baker's Crossing Phase One equals 104; therefore, no greater than a total of 49 Residential Units shall be leased, rented, or otherwise occupied by a Non-Owner Occupant at any single point in time within either Baker's Crossing Phase Two or Baker's Crossing Phase One. Such 49 Residential Units shall be referred to herein as the 'Rental Eligible Units'. A Residential Unit that is a Rental Eligible Unit shall remain a Rental Eligible Unit for as long as the Non-Owner Occupant named on the written lease approved by the Association (an 'Approved Lease') remains in possession of the Residential Unit, regardless of when the term of such Approved Lease expires. Therefore, a Non-Owner Occupant named on the Approved Lease may remain in possession as a holdover tenant after expiration of the stated term of the Approved Lease, without the Residential Unit losing its status as a Rental Eligible Unit. However, should such Non-Owner Occupant vacate the Residential Unit (whether during the stated term of the Approved Lease or after the expiration thereof), then the Residential Unit would immediately lose its status as a Rental Eligible Unit. The Board of Directors shall have the authority to establish reasonable procedures for implementing the foregoing provisions."

## **CERTIFICATION**

By executing this amendment, we hereby affirm the following:

- 1. The effective date of this amendment is the date first above written.
- 2. The date of the meeting of the Association at which the amendment was adopted was <u>February</u> <u>27</u>, 2014.

- The date that notice of such meeting was given was February 12, 2014.
- The total number of votes necessary to adopt the amendment was 62 (based upon a simple majority vote of all votes cast at the aforesaid meeting, whether cast by proxy or by appearance at the meeting).
- 5. The total number of votes cast for the amendment was <u>123</u>.
- 6. The total number of votes cast against the amendment was <u>23</u>.

IN WITNESS WHEREOF, this instrument has been executed as of the date

first above written.

Witnesses:  2 leals Bind-line Printed Name Kimberly Birchem	BAKER'S CROSSSING HOMEOWNERS' ASS'N, INC., a Florida not-for-profit corporation
Printed Name: Tito Perce	By: Jahn Printed Name: Togger Johnson Title: President
STATE OF FLORIDA) COUNTY OF SEMINOLE)	10
March, 2014, by	s acknowledged before me this day of long long long long long long long long
NOTARY PUBLIC STATE OF FLORIDA Comm# EE222316 Expires 8/5/2016	Notary Public (signature)  Rosemane Coyle  Typed/Printed name of Notary Public  Commission No. EE222316  My Commission Expires: 815 12010