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RECORDING FEES 28.50

This instrument prepared by and should be returned to:)))

Robyn Severs Braun, Esquire))) TAYLOR & CARLS, P.A.))) 850 Concourse Parkway South))) Suite 105))) Maitland, Florida 32751))) (407) 660-1040)))

Return To:

SPRUCE CREEK PRESERVE 11376 SW 136th Place Dunnellon, FL 34432



CERTIFICATE OF SECOND AMENDMENT TO THE SECOND AMENDED AND RESTATED DECLARATION OF PROTECTIVE DEED RESTRICTIONS AND COVENANTS FOR SPRUCE CREEK PRESERVE RECORDED AT OFFICIAL RECORDS BOOK 3360, PAGE 1132

THIS IS TO CERTIFY that Article 5 and Article 8 is hereby amended as the Second Amendment to the "Second Amended and Restated Declaration of Protective Deed Restrictions and Covenants for Spruce Creek Preserve" which Second Amended and Restated Declaration is recorded at Official Records Book 3360, Page 1132, of the Public Records of Marion County, Florida. This Second Amendment was duly and properly adopted pursuant to the provisions of Section 11.3 of the Declaration, by the Board of Directors on 20 April 2004, to wit:

ARTICLE 5. THE ASSOCIATION

....

Section 5.3 **CHANGE OF MEMBERSHIP.** Prior to conveying record title to a Lot, the prospective purchaser(s) (or Trustee) must complete an application providing verification to the Board of Directors that at least one person who will be occupying the Residence is 55 years of age or older. The type of verification necessary is listed in Article Eight, Section 8.8 of this Declaration. If the prospective owners are unable or refuse to comply with the verification procedure, the Board of Directors has the sole authority to deny such application and conveyance of title. Notwithstanding this requirement, the Board of Directors of the Association shall have the right and authority to waive this restriction for a person who is not fifty-five (55) years of age or older, provided that at least eighty percent (80%) of the Lots, including that of the new resident of the Lot for which this waiver provision applies, are occupied by at least one person fifty-five (55) years of age or older. The Board may, from time to time, adopt and publish guidelines or criteria specifying conditions or requirements for granting waivers hereunder, and the decision of the Board respecting request for waivers shall be binding and final. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida, a

NOTE: Additions to text are indicated by **bold underline**.

deed or other instrument establishing a record title to a Lot. The Owner (whether individual, corporation, Trustee or otherwise) designated by such instrument will become a Member of the Association and the membership of the prior Owner will be terminated. The new Owner shall notify the Association of the recording of the deed or other instrument establishing record title and shall furnish the Association a certified copy of such instrument. The Association may charge a reasonable fee for changing membership records.

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**ARTICLE 8.
RESTRICTIVE COVENANTS**

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Section 8.8 **AGE RESTRICTION.** The Subject Property, as developed, has been and will continue to be housing primarily for persons 55 years of age or older, and it has been and will continue to be operated as an age restricted community in compliance with all applicable federal and state laws. All Owners shall comply with such restrictions as are required to maintain this status, which restrictions shall be promulgated from time to time by the Board of Directors or adopted as amendments to the Declaration as provided for in Article 11.

No person under eighteen(18) years of age shall stay overnight in any Lot for more than thirty (30) days in any calendar year.

The following policies and procedures intend to preserve the community's status as housing for persons 55 years of age and older.

8.8.1 The Association and its Members will inform all prospective owners, residents, lessees, and real estate agents that the community is housing for those 55 years of age and older.

8.8.2 All prospective Owners(s) must complete an application providing verification to the Board of Directors that at least one person who will be occupying the Residence is 55 years of age or older.

8.8.3 All leases will contain a provision stating that the community intends to operate as housing for those 55 years of age and older. All prospective lessees shall complete an application providing verification to the Board of Directors that at least one person who will be occupying the Residence is 55 years of age or older.

8.8.4 Proof and Verification of Age. The following documentation will suffice as reliable and acceptable proof and verification of an occupant's age or date of birth:

- A. Driver's license;**
- B. Birth Certificate;**
- C. Passport;**

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- D. Immigration card;
- E. Military Identification;
- F. Any other state, local, national or international official document containing a birth date of comparable reliability; and
- G. A certification or affidavit by any member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

or

8.8.4 The Association shall create and maintain a summary of occupancy, which is available for inspection upon reasonable notice and request by any person. Copies of the age verification records shall be maintained by the Association; however, such records shall be retained in a separate file, unavailable for public inspection and with limited access to employees and residents.

8.8.5 The Association shall resurvey and update the summary of occupancy and verification records at least every two (2) years. The age verification records do not need to be collected and supplemented if the residents occupying the unit have not changed in those two (2) years.

8.8.6 On February 1 of even numbered years, the Association shall renew its registration with the Florida Commission on Human Relations by sending a certified letter signed by the president of the Association on Association letterhead stating that the Association has complied with the provisions of the Federal and Florida Fair Housing Act.

....

Section 8.32 **LEASES.** All lease of lots shall be restricted to residential use as defined in Section 8.14 herein and shall be subject to age restrictions provided for in Section 8.8. All prospective lessees, prior to occupancy, shall complete an application providing verification to the Board of Directors that at least one person who will be occupying the Residence is 55 years of age or older. The type of verification necessary is listed in Article Eight, Section 8.8 of this Declaration. If the prospective lessees are unable or refuse to comply with the verification procedure, the Board of Directors has the sole authority to deny such application and execution of the lease. Notwithstanding this requirement, the Board of Directors of the Association shall have the right and authority to waive this restriction for a person who is not fifty-five (55) years of age or older, provided that at least eighty percent (80%) of the Lots, including that of the new resident of the Lot for which this waiver provision applies, are occupied by at least one person fifty-five (55) years of age or older. The Board may, from time to time, adopt and publish guidelines or criteria specifying conditions or requirements for granting waivers hereunder, and the decision of the Board respecting request for waivers shall be binding and final. A copy of the executed lease shall be given to the Association. All leases shall be in writing and the Association shall have the right to terminate the lease upon default by the tenant or his family, or guests failing to observe any of

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the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, Design Guidelines, and applicable Rules and Regulations. Each lease shall contain the following provision:

The lessee hereunder acknowledges that this lease is subject to the Second Amended and Restated Declaration of Protective Deed Restriction and Covenants and Restrictions of Spruce Creek Preserve; Articles of Incorporation and ByLaws of Spruce Creek Preserve Homeowners' Association, Inc., Design Guidelines, and Rules and Regulations provided thereunder and any amendments thereto, that lessee has read the same, agrees to bound thereby, and that failure to comply with same may result in certain remedies being applicable to lessee, including without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys' fees.

In the event the foregoing language is not contained in any such lease, then the forgoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's family, invitee, guest, or licensee of a Lot occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and an agreement to be bound thereby and subject thereto.

No lease shall be for a term less than three months.

....

In all other respects the "Second Amended and Restated Declaration of Protective Deed Restrictions and Covenants for Spruce Creek Preserve" remains unchanged.

Executed at Spruce Creek Preserve, Marion County, Florida, on this the 20th day of April, 2004.

NOTE: Additions to text are indicated by **bold underline**.

Signature of Witness
Laura M. Byrnes
Print Name

Laura M. Byrnes
Signature of Witness

DAVID CARPTE
Print Name

[Signature]
Signature of Witness

STATE OF FLORIDA
COUNTY OF MARION

[Signature]
Secretary

Print Name: NANCY MARIANI

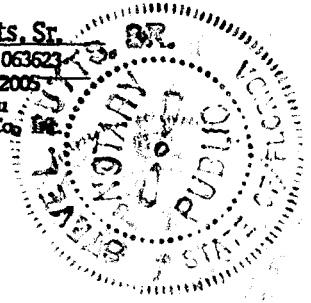
Address: 11578 SW 138 Pl
DUNNELLON, FL. 34432

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of APRIL, 2004, by NANCY MARIANI who is personally known to me to be the Secretary, respectively, of **SPRUCE CREEK PRESERVE HOMEOWNERS' ASSOCIATION, INC.**, or has produced _____ (type of identification) as identification. They acknowledged executing this document in the presence of the subscribing witness freely and voluntarily under authority duly vested by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 20th day of APRIL, 2004.

[Signature]

Notary Public-State of Florida
Print Name: Steve L. Butts, Sr.
Commission No.: DD 063623
My Commission Expires Oct 9, 2005
Bonded Thru Atlantic Bonding Co. Inc.



(CORPORATE SEAL)

Sck001 cer2

NOTE: Additions to text are indicated by **bold underline**.

Signed, sealed and delivered
in the presence of:

**SPRUCE CREEK PRESERVE HOMEOWNERS'
ASSOCIATION, INC.**

Laura M. Byrnes
Signature of Witness

By: Lynda Hendrix
President

Laura M. Byrnes
Print Name

Print Name: Lynda Hendrix

[Signature]
Signature of Witness

Address: 14160 SW 111th Ct

David Carote
Print Name

Dunnellon, FL 34432

STATE OF FLORIDA
COUNTY OF MARION

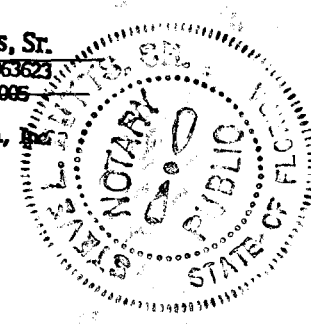
THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of April, 2004, by LYNDA HENDRIX who is personally known to me to be the President, respectively, of **SPRUCE CREEK PRESERVE HOMEOWNERS' ASSOCIATION, INC.**, or has produced _____

_____ (type of identification) as identification. They acknowledged executing this document in the presence of the subscribing witness freely and voluntarily under authority duly vested by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 20th day of April, 2004.

[Signature]

Notary Public-State of Florida
Print Name: Steve L. Butts, Sr.
Commission No.: DD063623
My Commission Expires Oct 9, 2005
Bonded Thru Atlantic Bonding Co., Inc.



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