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ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$35.50

This instrument prepared by and
should be returned to:)

Elizabeth A. Lanham-Patrie, Esquire)
Becker and Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, Florida 32801)
407-8750955)

**CERTIFICATE OF THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
BUENAVENTURA LAKES SUBDIVISION, UNIT 1, TRACT Q
AND TRACT R HOMES**

THIS IS TO CERTIFY that the following language adding Article I, Section 10, and amending Article V, Section 2(A) and Article VI, Section 4 constitutes the Third Amendment to the Declaration of Covenants and Restrictions Buenaventura Lakes Subdivision, Unit 1, Tract Q and Tract R Homes, the original of which is recorded at Official Records Book 539, Page 523, and amended pursuant to the amendments recorded at Official Records Book 2743, Page 1016 and Official Records Book 4645, Page 454 all of the Public Records of Osceola County, Florida (hereinafter collectively referred to as the "Declaration"). This Third Amendment was duly and properly adopted by the Board at a Board Meeting held on 1-14-2015 and by the Members at the Special Members' Meeting held on April 8, 2015, pursuant to Article VII, Section 2 of the Second Amendment to the Declaration.

1. Article I is hereby amended by adding Section 10 as follows:

ARTICLE I - DEFINITIONS

...

Section 10: "Improvements" shall mean and refer to all structures of any kind including, without limitation, any steps or ramps for entry to Living Unit, storm doors, exterior lighting, screen rooms or Florida rooms and concrete patios.

2. Article V, Section 2(A) is hereby amended as follows:

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

...

Section 2: General Assessments.

A. Purpose of Assessment. The general assessment levied by the Association shall be used for the maintenance, operation, improvement, repair and replacement of the Common Area

and facilities, and for the promotion of the recreation, safety, health and welfare of all residents of the Living Units, **this shall include, but not be limited to, any costs of insurance incurred by the Association in order to insure the Common Area and any portions of the Living Units the Board of Directors, in its sole discretion, decides to insure, and the cost of the deductibles for such insurance, all as more specifically set forth herein. The deductible for all insurance obtained by the Association is a common expense; however, the amount of the deductible is up to the discretion of the Board of Directors.**

3. Article VI, Section 4 is hereby amended as follows:

ARTICLE VI - USE OF PROPERTY

...

Section 4. Maintenance of Living Units and Insurance.

A. **That portion of e**Each Living Unit, and all **i**Improvements therein or thereon, **not maintained by the Association as described in subsections B and C below,** shall be maintained by each respective Owner in good order and repair and free of debris. **By way of illustration and not limitation, the Owners' responsibilities include exterior components of the Living Units such as windows, glass, screens lighting fixtures, doors, door and window hardware, locks, gutters, downspouts, screen enclosures and their components, Florida rooms and their components, vinyl windows, sliding glass doors, and individual concrete patios, front entry steps, ramps or railings and storm doors. The Owner is also responsible for all electrical, plumbing and mechanical equipment or fixtures which serve only that Living Unit.** In the event an Owner of any Living Unit shall fail to maintain the said Living Unit, and the **i**Improvements, as provided herein, the Association, after notice to the Owner and approval by a two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Living Unit to correct, repair, maintain and restore the Living Unit and any other **i**Improvements erected thereon. All costs related to such correction, repair or restoration shall be the personal obligation of the Living Unit Owner and shall become a lien against the subject Living Unit with the same force and effect of a lien created by the said Owner's failure to pay assessments when due. **Owners shall be required to obtain and maintain property insurance for his/her Living Unit and all Improvements therein and thereon, to the extent that the same is not insured by the Association. As set forth below, the Association has the right, but not the obligation, to obtain property insurance for certain portions of the Living Unit. Owners shall provide the Association proof of property insurance within ten (10) days of the Association's written request.**

B. The Association shall be responsible for maintenance, repair and restoration of all lawns, including, but not limited to, the seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery, and the painting (**including any preparation work needed for painting** or other appropriate external care) of all buildings and other improvements, all in a manner and with such frequency as **shall be determined by the Association** is consistent with good property management.

C. The Association shall also be responsible for the **cleaning,** maintenance, repair, restoration and replacement of the following exterior components of the Living Units: roofs, (including **all the components of the roof, such as the shingles,** the exterior surface, moisture

barrier, and roof sheathing), trusses, fascia, soffits, and soffit vents and the decorative panels on the front of each Living Unit; exterior walls of the Living Units, including but not limited to, the masonry block, stucco, siding on the gable ends and the structure of the exterior walls. All such cleaning, maintenance, repair, restoration and replacement shall be performed in a manner and with such frequency as shall be determined by the Association.

D. Should there be an issue as to the responsibility for the cleaning, maintenance, repair, restoration or replacement any part of the Living Units, and any Improvements therein or thereon, the Board of Directors of the Association shall have the exclusive authority to determine whether the responsibility is that of the Association or the Owner.

E. The Association shall obtain property insurance for the Common Areas and for all portions of the Living Unit for which it is responsible to maintain, repair and replace, such as the roof and the exterior wall finishes.

F. The Association shall also have the right, but not the obligation, to obtain property insurance for certain portions of the Living Units, which include the following: foundation; structural framing; load bearing walls; and sub-grade plumbing; provided, however, even if the Association obtains insurance for these portions of the Living Unit, it is not responsible for maintenance, repair and replacement of these portions of the Living Units caused by a non-insurable event. If the Association does not obtain property insurance for the foundation, structural framing, load bearing walls and sub-grade plumbing, then the Owners shall be required to insure the same.

G. Owners are responsible for the cost of reconstruction of any portions of the Living Unit for which the Owner is required to carry property insurance and, as set forth above, the Association shall have the right, after notice to the Owner and approval by a two-thirds (2/3) vote of the Board of Directors, to enter upon said Living Unit and restore the Living Unit and any other Improvements erected thereon. The cost of any such reconstruction work undertaken by the Association is chargeable to the Owner and enforceable as an assessment, and may be collected in the manner provided for the collection of assessments pursuant Article V, Section 6 of this Declaration.

H. If the Association obtains property insurance for certain portions of the Living Unit, and if the property insurance obtained by the Association does not cover all of the costs to repair, reconstruct or replace the Living Unit, then the Owner shall be responsible for such costs not covered by the insurance.

(Signatures on next page)

EXECUTED at Kissimmee (City), Osceola County, Florida, on this the 20th day of May, 2015.

WITNESSES:

Minetta Garay Gay
Print Name: Minetta Garay Gay

Mayte Brown
Print Name: Mayte Brown

Minetta Garay Gay
Print Name: Minetta Garay Gay

Mayte Brown
Print Name: Mayte Brown

LAKE VILLAS Q AND R HOMEOWNERS ASSOCIATION, INC.

By: Patrick O'Brien
Print Name: PATRICK O'BRIEN
President
Address: 54 Lake Villa Way
Kissimmee, FL 34743

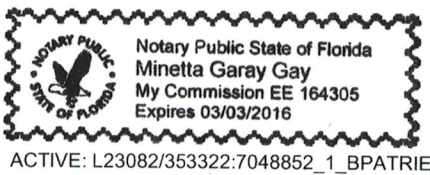
Attest: Mary E. Wilson
Print Name: MARY E WILSON
Secretary
Address: 14939 WARD RD, ORLANDO, FL
32824

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF OSCEOLA

THE FOREGOING INSTRUMENT was acknowledged before me this 20th day of May, 2015, by Patrick O'Brien and Mary Wilson, who are personally known to me to be the President and Secretary, respectively, of **LAKE VILLAS Q AND R HOMEOWNERS' ASSOCIATION, INC.**, or have produced _____ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them 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 May, 2015.



Minetta Garay Gay
Notary Public - State of Florida
Print Name: Minetta Garay Gay
Commission No.: EE 164305
My Commission Expires: 3/3/2016