

This instrument prepared by and  
after recording return to:

Jarrett D. Bingemann, Esq.  
Akerman LLP  
420 South Orange Avenue, Suite 1200  
Orlando, Florida 32801

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**SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR LATHAM PARK**

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LATHAM PARK ("Second Amendment")** is made this *30<sup>th</sup>* day of *June*, 2017, by **ASHTON ORLANDO RESIDENTIAL, L.L.C.**, a Nevada limited liability company, whose address is 1064 Greenwood Blvd., Suite 124, Lake Mary, Florida 32746 ("**Ashton**" or "**Declarant**").

**RECITALS**

**WHEREAS**, Ashton is the "Declarant" under that certain Declaration of Covenants, Conditions, Easements and Restrictions for Latham Park recorded in Official Records Book 10812, Page 4473 of the Public Records of Orange County, Florida ("**Original Declaration**"), as amended by that certain First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions for Latham Park recorded in Official Records Book 11009, Page 1405 of the Public Records of Orange County, Florida ("**First Amendment**") (the Original Declaration as amended by the First Amendment is collectively referred to herein as the "**Declaration**"), concerning a residential single family community located in Orange County, Florida, known as Latham Park and more particularly described in the Declaration. Unless otherwise defined, all capitalized terms used in this Second Amendment used above or herein shall have the same meanings ascribed to such terms in the Declaration.

**WHEREAS**, pursuant to Article XVII, Section 3 of the Declaration, prior to Turnover, Declarant has the right to unilaterally amend the Declaration for any purpose; and

**WHEREAS**, as of the date of this Second Amendment, Turnover has not occurred; and

**WHEREAS**, Ashton desires to amend the Declaration as more specifically set forth in this Second Amendment pursuant to the authority granted to Declarant in Article XVII, Section 3 of the Declaration; and

**NOW, THEREFORE**, Ashton, for itself and its successors and assigns, by the execution and recording in the Public Records of Orange County, Florida of this Second Amendment, does hereby declare that the Declaration shall be amended as provided herein.

1. Recitals. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Second Amendment.

2. Assessments. The second sentence in the second paragraph of Section 2, Article VIII of the Declaration is deleted in its entirety and replaced with the following:

"The Annual Assessment per Lot/Unit for the Property for each of the respective the calendar years from 2014 through 2017 shall be Nine Hundred Twenty-Five and No/100 Dollars (\$925.00) per Lot or Unit."

3. Lakes and Ponds. Section 39, Article X of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 39. Lakes and Ponds. No fishing, boating, swimming or any other type of recreational activity shall be permitted on any lakes and/or ponds defined as Common Property under the Declaration. The foregoing Use Restriction shall not apply to any use of Lake Lartigue or to Huckleberry Lake.

4. No Further Amendments. In the event of any inconsistencies between the terms and provisions of this Second Amendment and the terms and provisions of the Declaration, the terms and provisions of this Second Amendment shall control. Otherwise the Declaration is unmodified and remains in full force and effect. From and after the date of execution and recording of this Second Amendment, any and all references to the Declaration shall be deemed to refer to the Declaration as amended by this Second Amendment.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]



IN WITNESS WHEREOF, Ashton has caused this Second Amendment to be executed as of the day and year first above written.

WITNESSES:

"ASHTON"

ASHTON ORLANDO RESIDENTIAL, L.L.C., a Nevada limited liability company

*Christina M. Lee*  
Print Name: CHRISTINA M. LEE

By: *[Signature]*  
Name: John Reny  
Title: Authorized Representative

*[Signature]*  
Print Name: Penry Balson

STATE OF FLORIDA  
*Orange*  
COUNTY OF ~~ORANGE~~

I HEREBY CERTIFY that on this day personally appeared before me, John Reny as Authorized Representative of ASHTON ORLANDO RESIDENTIAL, L.L.C., a Nevada limited liability company, to me well known to be the person described in and who executed the foregoing instrument and he/she acknowledged before me that he/she executed the same on behalf of the company.

WITNESS my hand and official seal this 30<sup>th</sup> day of June, 2017.

*Christina M. Lee*  
Notary Public, State of Florida  
My commission expires: \_\_\_\_\_  
(Seal)

(NOTARIAL SEAL)

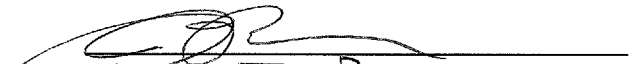


**JOINER AND CONSENT OF CDCG 3 AW LP  
TO SECOND AMENDMENT**


CDCG 3 AW LP, a Delaware limited partnership, having an address of c/o CDCG Asset Management LLC, 8912 E. Pinnacle Peak Road, Suite F9-188, Scottsdale, Arizona 852545, being the record title holder of the Latham Park North Property and Latham Park South Property, does hereby join and consent to terms and conditions of the Declaration, as amended by this Second Amendment.


Signed, sealed and delivered  
in the presence of:

**CDCG 3 AW LP,**  
a Delaware limited partnership

  
Print Name: Jeff Benson

By: **CDCG Asset Management, LLC**, an  
Arizona limited liability company, its  
Authorized Agent

  
Print Name: Wendy Stoeckel

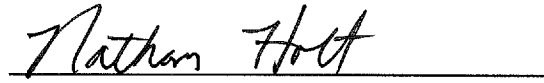
  
Name: Steven S. Benson  
Title: Manager

Date: 6/21/17

STATE OF Arizona  
COUNTY OF Maricopa

I HEREBY CERTIFY that on this day personally appeared before me, Steven S. Benson, Manager of CDCG Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of **CDCG 3 AW LP**, a Delaware limited partnership, on behalf of said partnership, who is personally known to me or produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal this 21<sup>st</sup> day of June, 2017.

  
Notary Public, State of Florida  
My commission expires: 10/30/18  
(Seal)

(NOTARIAL SEAL)

