

Prepared by and return to:
Scott P. Andrew, Esquire
FOWLER, WHITE, GILLEN, BOGGS,
VILLAREAL & BANKER, P.A.
P.O. Box 1438
Tampa, Florida 33601

INSTR # 2001285582
OR BK 11046 PG 1259

RECORDED 09/05/2001 07:13 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK S Edson

**SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
WILLOW STREET PROPERTIES**

Whereas, WILLOW STREET PROPERTIES, LLC, a Florida limited liability company ("Declarant"), whose address is 5002 N. Howard Avenue, Tampa, Florida 33602, did execute the Declaration of Covenants, Conditions, Restrictions And Easements For Willow Street Properties on August 28, 2001, recorded at OR Book 11046 Page 1189, of the Public Records of Hillsborough County, Florida, as amended by that certain First Amendment to the Declaration of Covenants, Conditions, Restrictions And Easements For Willow Street Properties, recorded at OR Book 11046 Page 1297, of the Public Records of Hillsborough County, Florida (collectively, the "Declaration"); and

Whereas, Declarant owns all of the Lots subject to the Declaration, and therefore is entitled to all of the votes, as set forth in the Declaration; and

Whereas, Declarant intends and desires to amend the Declaration as hereinafter set forth; and

Whereas, the Declaration provides for such amendment thereof in Article 11;

Now, Therefore, the Declaration is hereby amended as follows:

1. Article 3, Section 3.5 is added to provide as follows:

SECTION 3.5 Easement for Utilities. Notwithstanding anything to the contrary contained in this Declaration, there is hereby granted an access easement over, in, across, through and under each of the Lots in favor of Owners and/or the providers of utilities and services to or for the benefit of the Property, and their servicemen and repairmen, for the installation, maintenance, repair and replacement of any such equipment, including, but not limited to, electric, gas, light, telephone, cable television, water, sewage, drainage and waste removal equipment.

2. Article 19 is added to provide as follows:

ARTICLE 19.

UTILITY CHARGES

SECTION 19.1 **Owner's Obligation.** In addition to all other assessments, charges, fees and expenses provided for in this Declaration, there shall be assessed and established assessments, charges, fees and expenses, as more particularly described herein, for the purpose of providing the Association with funds sufficient to pay any and all charges levied or assessed by any person or entity providing utilities or other services to the Property, which such charges are billed to the Association rather than to the Owners. By acceptance of a Warranty Deed or other instrument of conveyance of title to any Lot, each Owner shall be deemed to have covenanted and agreed to pay to the Association the assessments, charges, fees and expenses in the manner described in this Article.

SECTION 19.2 **Purpose of Utility Charge.** The utility charge shall be used for the purpose of paying and satisfying the Association's obligations and responsibilities with regard to the payment of any and all charges levied or assessed by any person or entity providing utilities or other services to the Property, including, but not limited to, charges for water, electricity, telephone, sewer, waste removal, extermination, landscaping, and for the maintenance, repair and replacement of equipment in connection therewith, to the extent such charges are billed directly to the Association by the utilities providing said services.

SECTION 19.3 **Payment and Amount of Utility Charge.** The utility charge shall be allocated and assessed equally against all of the Lots based on the amount billed to the Association by the entity providing utilities. The utility charge allocated to each Lot shall be due and payable monthly on the first day of each month, or on such other date established by the Board of Directors.

SECTION 19.4 **Enforcement of Utility Charge.** The Owner's obligations and the Association's rights to enforce payment of the utility charge shall be as otherwise provided for Assessments in Article 7 herein

SECTION 19.5 **Nonliability of Association.** The Association shall not be liable for any interruption or curtailment of utilities or other services to the Property, unless due to the gross negligence of the Association.

3. All provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements has been executed by Declarant on this 28 day of August, 2001.

Signed, sealed and delivered
in the presence of:

Daisy Cruz
Witness
Print Name: Daisy Cruz

Madeline Rodriguez
Witness
Print Name: Madeline Rodriguez

WILLOW STREET PROPERTIES, LLC
a Florida limited liability company

By: Sam Agliano
Name: SAM Agliano
Title: General Partner
Address: 5002 N. Howard Avenue
Tampa, Florida 33602

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of August 2001, by Sam Agliano, as General Partner of WILLOW STREET PROPERTIES, LLC who is personally known to me or who has produced _____ as identification.

Debra C. Morgan
NOTARY PUBLIC, STATE OF FLORIDA
Printed name DEBRA C. MORGAN
My commission expires:



Debra C. Morgan
MY COMMISSION # CC834425 EXPIRES
June 5, 2003
BONDED THRU TROY FAIN INSURANCE, INC.