

Prepared by and return to:

G. Todd Cottrill
Heekin Law, P.A.
4540 Southside Blvd., Suite 202
Jacksonville, Florida 32216

**SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR VILLAGES OF SELOY, A CONDOMINIUM**

**THIS SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
VILLAGES OF SELOY, A CONDOMINIUM ("Amendment")** is made this 2ND day of
MARCH, 2018 by **UNIFLORIDA IV, L.L.C.**, a Florida limited liability company
("Declarant") whose address is 295 Seloy Drive, St. Augustine, Florida 32084.

RECITALS

WHEREAS, The Declaration of Condominiums for Villages of Seloy, a Condominium
was recorded on August 4, 2014, in Official Records Book 3912, Page 1628, of the Public Records
of St. Johns County, Florida (as amended, the "Declaration"); and

WHEREAS, as of the date of this Amendment, Declarant has the right to elect a majority
of the Board of Directors of Villages of Seloy Condominium Association, Inc. ("Association").
Article XVI, Section 4 of the Declaration provides that Declarant, without joinder by any Unit
Owners, may amend the Declaration so long as the amendment does not create time share estates,
or "change the configuration or size of any Unit in any material fashion or materially alter or
materially modify the appurtenances to Units or change the percentage by which the owners share
the, Common Expenses or Common Surplus";

WHEREAS, as of the date of this Amendment, Declarant has the right to elect a majority
of the members of the Board of Directors of the Association;

WHEREAS, in order to comply with Florida and Federal Law related to age restricted
communities, the Declarant desires to Amend the Declaration as provided below:

NOW THEREFORE, Declarant amends the Declaration as set forth below. All
capitalized but undefined terms in this Amendment shall have the meaning ascribed to such terms
in the Declaration:

(new words are inserted in the text and underlined; and words to be deleted are lines through with hyphens)

1. Article XIII, Section 3.b. of the Declaration is amended and restated as follows:

3.b. No person under the age of nineteen (19) shall occupy a Unit. No one
under the age of nineteen (19) may reside in the Unit for more than ninety (90) days
in any consecutive twelve (12) month period. Anyone under the age of nineteen
(19) is permitted to visit the Units, provided that someone age nineteen (19) or older
supervises that person at all times. Notwithstanding any provision of this
Declaration to the contrary, the provisions of this Article XIII Section 3.b. may not
be amended or terminated for a period commencing on the date of recording of the

last recorded Amendment to the Declaration which adds an additional phase to the Condominium as provided in Section XVIII below, and ending thirty (30) years after the date of recording of such Amendment ("Age Restriction Survival Period"). Further, in the event this Declaration is terminated as provided in Article XIX, Section 8 below, the provisions of this Article XIII, Section 3.b. shall remain effective and run with title to the Property and be enforceable by any Owner of a Unit or owner of any portion of the Property until the last day of the Age Restriction Survival Period.

2. Article XIII, Section 3.d. of the Declaration is amended and restated as follows:

3.d. Any Owner may request in writing that the Association make an exception to the requirements for the Qualified Occupant with respect to a Unit based on documented hardship. The association may, but shall not be obligated to, grant exceptions in its sole discretion, provided that the compliance with all of the requirements of HOPA and Article XIII, Section 3.b. above, are maintained.

3. Article XIII, Section 5. of the Declaration is amended and restated as follows:

5. Monitoring Compliance & Additional Remedies. Strict compliance with this section is mandatory for the Association and all Owners, and the Association shall have all powers and remedies available at law or in equity to ensure that the community remains in compliance with any legal requirements to maintain its status as an age fifty-five (55) and older community, which shall include, but not be limited to, evicting, ejecting, or otherwise causing to be removed any non-compliant tenants or Owners. Notwithstanding the reservation of the Association's right to evict, under no circumstances shall the Association be deemed a landlord except with respect to that specific limited power. ~~Notwithstanding the foregoing, while the Association shall have the power and authority to evict, eject, or otherwise cause to be removed any tenants of a Unit that has not obtained a valid Lease Certificate or Hardship Certificate, the Association may not evict or terminate leases of families with children in order to achieve occupancy of at least 80 percent of the occupied units by at least one person 55 years of age or older.~~ The Association shall be responsible for maintaining records to provide evidence of compliance with this Article and HOPA, including policies regarding visitors, updating of age records, granting exemptions to compliance, and enforcement. The Association shall periodically distribute such policies, procedures, and rules to the Owners and make copies available to Owners, tenants, and mortgagees upon reasonable requests in writing.

The Association may enforce this Article in any legal or equitable manner available in the Board's exclusive discretion, including, but not limited to, conducting a census of the occupants of Units, requiring that copies of birth certificates or other proof of age for one Qualified Occupant per Unit be provided to the Board on a periodic basis, and taking action to evict or otherwise remove the occupants of any Unit that does not comply with the provisions of this Article or HOPA.

4. Article XIII, Section 9, of the Declaration is amended and restated as follows:

9. Declarant Sales. Notwithstanding the provisions of this Article, the Declarant reserves the right to sell Units for occupancy to persons of any age, provided that such sales shall not affect the Property's compliance with all applicable laws pursuant to which the Property may be developed and operated as an age-restricted community; provided, however, all purchasers of a Unit from Declarant shall be required to comply with the provisions of Article XIII, Section 3.b. above.

5. Except as amended by this Amendment, the Declaration remains in full force and effect.

Signed, sealed, and delivered in the presence of:

UNIFLORIDA IV, L.L.C., a Florida limited liability company

Witness: [Signature]
Printed: Joseph Fields

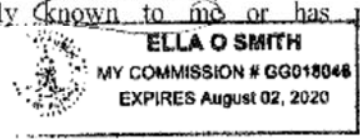
By: [Signature]
Name: Michael Sabga
Title: Authorized Signor

Witness: [Signature]
Printed: JORGINE FIELDS

STATE OF FLORIDA
COUNTY OF ST. JOHNS

COPIED

The foregoing Second Amendment was acknowledged, sworn to (or affirmed) and subscribed before me this 3 day of March, 2018, by Michael Sabga, as Authorized Signor of UNIFLORIDA IV, L.L.C., a Florida limited liability company, and on behalf of the limited liability company, and who is personally known to me or has produced _____ as identification.



Notary Public, State of Florida
Name: Ella O. Smith
My Commission Expires: 8-2-2020
Commission Number: GG018046