

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
THE RESERVE AT VICTORIA**

THIS FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE RESERVE AT VICTORIA ("First Amendment") is made and entered into this 13 day of JANUARY, 2023, by AJPI OF VOLUSIA, LLC, a Florida limited liability company, whose address is 794 Sanders Road, Suite 1, Port Orange, FL 32127 ("Declarant" or "Developer").

**WITNESSETH**

**WHEREAS**, the Developer caused to be recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for The Reserve at Victoria, which was recorded on March 17, 2021, in Official Records Book 8196, Page 2319, of the Public Records of Volusia County, Florida (the "Declaration"); and

**WHEREAS**, the Developer amended and modified the Declaration by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Reserve at Victoria, which was recorded on November 14, 2022, in Official Records Book 8333, Page 3850, of the Public Records of Volusia County, Florida (the "First Amendment"); and

**WHEREAS**, the Developer further desires to amend and modify the Declaration, as amended by the First Amendment, to adjust the capital contribution calculation in Section 6.11, Article VI; and

**WHEREAS**, the Developer deems this Second Amendment consistent with the provisions of Section 10.06 of the Declaration, and the Developer further finds that the changes proposed herein are minor and will not substantially change the character, nature, or general scheme of development of the subdivision; and

**NOW, THEREFORE**, in consideration of the premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. The foregoing recitations are true and correct.
2. Section 6.11, Article VI, of the Declaration is hereby amended in part as follows, with additions and deletions in underline and strikethrough, respectively:

...

- 6.11 **Capital Contribution.** In addition to all other obligations and assessments outlined in this Declaration, each Owner, by accepting a deed or other written instrument purporting to transfer title to a Lot, agrees pay a non-refundable contribution to the capital of the Association in an amount equal to one ~~two~~ (12) years of the then current year's Base Assessment ("Capital Contribution Transfer Fee"). The Capital Contribution Transfer Fee shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Lot, shall be nonrefundable and in addition to, and not in lieu of, all other assessments levied on the Lot. Further, Capital Contribution Fee shall not be considered an advance payment of any portion of Assessments and may be used for any of the purposes and services set forth in this Declaration, including the

reduction of the Declarant's deficit funding. The Capital Contribution Transfer Fee shall be due and payable at closing of the sale of each Lot. Notwithstanding the foregoing, the Declarant and/or any of its affiliate builder entities shall not be subject to payment of the Capital Contribution Transfer Fee.

...

3. Except as hereinabove amended and modified by this Second Amendment, all the terms in the Declaration, as amended by the First Amendment and Second Amendment, are hereby ratified, confirmed, and approved.

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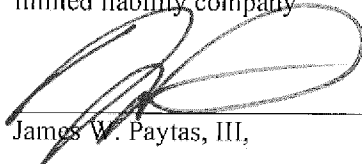
IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed in its name, this 13 day of JANUARY, 2023.

Signed, sealed and delivered  
in the presence of:

DECLARANT/DEVELOPER  
AJP I OF VOLUSIA, LLC, a Florida  
limited liability company

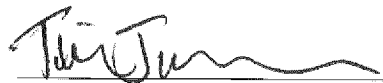


Printed Name: Lisa G. White



James W. Paytas, III,

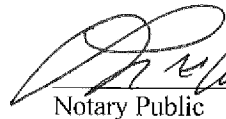
Its: Authorized Member



Printed Name: TINA JAMIESON

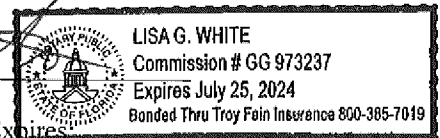
STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by ☐ online notarization or ☒ physical presence this 13 day of JANUARY, 2023, by James W. Paytas, III, as the Authorized Member of AJP I of Volusia, LLC, a Florida limited liability company, ☒ who is personally known to me or ☐ who has produced the following as identification: \_\_\_\_\_ and who did not take an oath.



Notary Public

My Commission Expires

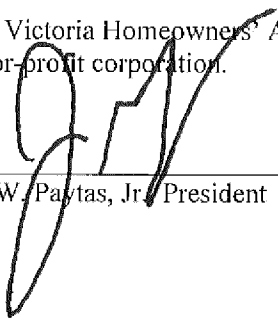


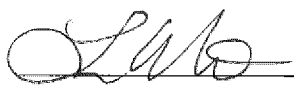
**JOINDER AND CONSENT**

The undersigned, The Reserve at Victoria Homeowners' Association, Inc., a Florida corporation not-for-profit, hereby consents to the foregoing First Amendment to the Declaration and accepts the rights conferred upon it and the responsibilities imposed upon it; however, that the rights and obligations shall inure to and be binding upon The Reserve at Victoria Homeowners' Association, Inc. only upon the recording of the foregoing amendment in the Public Records of Volusia County, Florida.

The Reserve at Victoria Homeowners' Association, Inc.,  
a Florida not-for-profit corporation.

By:

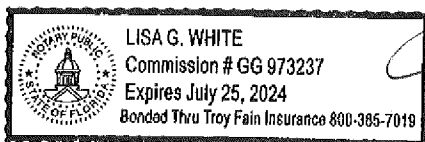
  
James W. Paytas, Jr. President

  
Lisa White  
Printed Name

  
TINA JAMIESON  
Printed Name

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by ☐ online notarization or ☒ physical presence this 13 day of JANUARY, 2023, by James W. Paytas, Jr., as President of The Reserve at Victoria Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, ☒ who is personally known to me or ☐ who has produced the following as identification: \_\_\_\_\_ and who did not take an oath.



  
Notary Public  
My Commission Expires: