

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

-----The area above this line is for recording purposes only-----

CERTIFICATE OF AMENDMENT TO
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR
LAKE BERKLEY RESORT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of LAKE BERKLEY RESORT MASTER ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the Master Declaration of Covenants and Restrictions for Lake Berkley Resort, recorded in Official Record Book 1612, Page 1629, *et. seq.*, of the Public Records of Osceola County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the Amendment to Master Declaration of Covenants and Restrictions for Lake Berkley Resort, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a special meeting of the Board of Directors on the 21st day of April, 2009 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XIII, Section 2 of the Declaration by the affirmative vote of two-thirds (2/3) of the Members of the Board. Proper notice was given for the Meeting pursuant to the Bylaws of Lake Berkley Resort Master Association, Inc. of the Association and the Florida Statutes. The notice of the Meeting stated the purpose, time, date and location of the Meeting.

With the exception of the Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 15th day of June, 2009.

Signed, sealed and delivered
in the presence of:

LAKE BERKLEY RESORT MASTER
ASSOCIATION, INC.

[Signature]
(Sign - Witness 1)

M. DUGARD
(Print - Witness 1)

Little
(Sign - Witness 2)

C. LITTLE
(Print - Witness 2)

[Signature]
(Sign - Witness 1)

RAITH
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

Alessandra Dodson
(Print - Witness 2)

BY: [Signature]
(Sign)

J. E. TAKHAR President
(Print)

ATTEST: [Signature]
(Sign)

HELVITA RAITH Secretary
(Print)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing was acknowledged before me this 15th day of June, 2009
by [Signature] as President, and [Signature]
as Secretary, of LAKE BERKLEY RESORT MASTER ASSOCIATION, INC., a Florida not for profit
corporation, on behalf of the corporation. They are personally known to me [] or have produced
_____ as identification.

NOTARY PUBLIC
[Signature]
(sign)
Stephen R. Klosterman
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA
Stephen R. Klosterman
Commission # DD834015
Expires: DEC. 14, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

**AMENDMENTS TO
MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
LAKE BERKLEY RESORT**

Article VI, Sections 1-7, and Article IX, Section 1, subsections A, C, D, F, H, M, O, P, R, T, Y, and Z, and Article IX, Section 2 of the MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE BERKLEY RESORT, recorded in Official Records Book 1612, at Page 1629, *et. seq.*, of the Public Records of Osceola County, Florida, as amended from time to time, are hereby amended as follows, and Article IX, Section 1, subsections AB, AC, AD, and AE are hereby added as follows (additions are indicated by underlining; deletions by ~~strike-outs~~):

ARTICLE VI - ASSESSMENTS

Section 1. Creation of the Lien; Personal Obligations of Assessments; and Declarant Guaranty. The Declarant covenants, and each Owner of a Residential Unit shall be acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Master Declaration and to pay the Master Association any and all: annual and special assessments, including transfer assessments and capital contribution assessments, such assessments to be established and collected as hereinafter provided. Notwithstanding anything herein to the contrary, for so long as Declarant retains control of the Master Association. Residential Units owned by Declarant (or builders of Residential Units approved by Declarant) shall be excused from the payment of all assessments for any budget year in which Declarant agrees to pay any operating expenses incurred by the Master Association that exceed the assessments receivable from other Owners and other income of the Master Association for such budget year. Declarant shall notify the Master Association of its election to have its Residential Units excused from the payment of assessments during a particular budget year as provided herein within ninety (90) days after adoption by the Board of the budget for such budget year.

The annual and special assessments, including transfer assessments and capital contribution assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Residential Unit at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. In the case of co-ownership of a Residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Master Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 2. Annual Assessments. The Master Association shall levy against Lots containing Residential Units, and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Master Association shall be used exclusively for the improvement, maintenance enhancement and operation of the Surface Water Management System, Open Spaces and Common Property and to provide services which the Master Association is authorized or required to provide including, but not limited to, the payment of taxes and insurance premiums, construction, repair or replacement of improvements, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Master Association for the purpose of enabling the Master Association to perform its authorized or required functions. The Master Association shall be required to establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) insurance premiums or taxes, (d) maintenance and repairs to all private roads (including without limitation landscaping and lighting on and around such roads), and (e) such other items as the Board may deem appropriate, including capital improvements to Common Property.

Section 3. Special Assessments. In addition to the annual assessments authorized by Section 2 hereof, the Master Association may levy against Lots containing Residential Units, and the Owners thereof, special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property or easements, including the necessary fixtures and personal property related thereto or for other purposes as determined by the Board.

Additionally, upon any sale or transfer of ownership any Lot containing a Residential Unit, there is hereby established against said Lot a single assessment of \$150.00 which is due and payable upon the date of recording of the deed to said Lot, in order for the Master Association to recover any of the costs to the Master Association related to the transfer of ownership of a Lot and for any other purpose that the Board deems appropriate. This Transfer Assessment may be enforced against the Lot and/or Lot Owner in the manner specified for other assessments within these Covenants, including but not limited to, the Master Association having the right to impose a lien upon the respective Unit for non-payment of this Transfer Assessment and the recovery of costs and reasonable attorney fees incurred in collecting this Transfer Assessment or preparing or foreclosing this lien. This Transfer Assessment is in addition to any other assessment specified in this Master Declaration.

Also, upon any sale or transfer of ownership of any Lot containing a Residential Unit, there is hereby established against said Lot an additional single assessment of \$150.00 which is due and payable upon the date of recording of the deed to said Lot and is to be used by the Master Association for capital purposes and any other purpose that the Board deems appropriate. This Capital Contribution Assessment may be enforced against the Lot and/or Lot Owner in the manner specified for other assessments within these Covenants, including but not limited to, the Master Association having the right to impose a lien upon the respective Unit for non-payment of this Capital Contribution Assessment and the recovery of costs and reasonable attorney fees incurred in

collecting this Capital Contribution Assessment or preparing or foreclosing this lien. This Capital Contribution Assessment is in addition to any other assessment specified in this Master Declaration.

Section 4. Individual Assessments. The Master Association may impose an individual assessment upon any Owner or Member whose use or treatment of Common Areas, a Residential Unit or any portion of the Master Property is not in conformance with the standards as adopted by the Master Association or which increases the maintenance cost to the Master Association above that which would result from compliance by the Owner or Member with the use restrictions imposed by this Master Declaration. The maximum amount of such assessment shall be equal to such cost incurred plus ten percent (10%) of the costs for administration and may be enforced in the manner provided for any other assessments.

Section 5. Annual Assessment Budget. Prior to the beginning of each fiscal year, the Board shall prepare and adopt an itemized budget which sets forth the estimated revenues and expenses (for both operations and reserves) of the Master Association for the upcoming fiscal year. The number of Residential Units used for the calculation of the annual assessment budget shall be determined as of the ownership of record thirty (30) days prior to the commencement of the fiscal year of the Master Association and once so determined shall be controlling for the entire fiscal year. Each Residential Unit, regardless of the unit-type or Neighborhood in which it is located, shall be responsible for an equal pro rata share of the annual, and special, assessments, if any. The annual assessment budget format shall be determined by the Board from time to time, subject to any provisions of applicable law. The Master Association Board of Directors shall have the right to require, upon vote of a majority of the Board, payment of annual and/or special assessments in one, lump-sum installment, and/or in multiple installments, including monthly. The Board shall additionally have the right to require any Residential Unit Owner to pay any installments (other than a single, lump-sum installment) by automatic, or pre-scheduled, electronic withdrawal-style, means, in United States funds. A copy of the budget, along with written notice of each Residential Unit's share of annual assessments, shall be sent to Owners prior to the date on which the payment of the first installment of the annual assessment is due.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments provided for herein shall commence as to each Residential Unit on the first day of the first month following the later of the issuance of certificate of occupancy and conveyance from Declarant or another builder to the Owner. The Annual Assessments provided for herein shall be due and payable ~~on the first days of such months~~ by the due dates set forth for any installments, whether Annual or otherwise, as may be set by the Board. The Annual Assessments shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on a Residential Unit.

Section 7. Effect of Non-Payment of Assessment. The Personal Obligation of the Owner: The Lien: Remedies of Master Association. If assessments, or installments thereof, are not paid on the dates due (being the dates specified in this Article VI) then such assessments shall become delinquent and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the property which shall bind such

properly and the then Owner, the Owner's heirs, devisees, personal representatives and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Master Association may record a notice of lien for delinquent assessments in the Public Records of Osceola County, Florida, and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Master Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property or Unit, and there shall be added to the amount of such assessment all attorney's fees incurred in connection therewith at the trial and all appellate levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

ARTICLE IX - ENFORCEMENT OF RULES AND REGULATIONS

Section 1. Compliance by Owners; Initial Rules and Regulations. Every Owner shall comply with the restrictions and covenants set forth herein and any and all rules and regulations adopted by the Board. The following are the initial Rules and Regulations of the Master Association which may be amended, modified or added to from time to time as provided in the Bylaws.

A. Residential Units. Except as otherwise provided herein or approved by Declarant, all Residential Units constructed on the Master Property shall be used for residential purposes only. Upon approval of the Board (which approval may be withheld in the Board's sole and unfettered discretion), and subject to applicable local government ordinances, Residential Units may also be used for certain designated home occupations. Notwithstanding anything contained in this Master Declaration to the contrary, it is the specific intent of Declarant that transient (e.g., short-term) rentals be permitted to occur in all Residential Units. Residential Units may be used for timeshare purposes, but only with the prior written consent of Declarant (which consent may be withheld in Declarant's sole and unfettered discretion). Residential Units may also be used as models and as real estate sales offices with the prior written consent of Declarant.

Notwithstanding anything herein to the contrary, the following restrictions shall exist, and the Master Association shall have the specific right to enforce the following restrictions, upon those Owners and their tenants or occupants that lease or rent their Residential Units by way of leases or other possessory interests of at least seven (7) months term (hereinafter referred to as "Long-Term Rental(s)"):

Prior to the execution of any lease or any other document transferring a possessory interest (other than ownership) in any Residential Unit for a Long-Term Rental (hereinafter collectively referred to as a "Transaction Document"), the owner of said Residential Unit shall notify the Board. No prospective lease or other transfer of a possessory interest (other than ownership) of a Long-Term

Rental (hereinafter referred to as a "Transfer"), shall be permitted unless said Transfer and Transaction Document is approved by the Board of Directors of the Master Association. The Board of Directors of the Master Association, or any agent thereof, shall have the absolute right to request and hold an interview with the prospective tenant(s) or occupant(s) prior to consideration of any approval of a Transfer. Any attempt to Transfer said Residential Unit without the approval of the Board of Directors of the Master Association shall be deemed a breach of this Master Declaration and shall be wholly null and void, and shall confer no interest whatsoever upon the intended tenant(s), occupant(s) or lessee(s), (hereinafter referred to as the "Transferee") .

All leases or any other documents transferring a possessory interest (other than ownership) in any Residential Unit for a Long-Term Rental must contain a provision or addendum stating that the Transferee agrees to abide by all the terms and conditions of the Master Declaration, the Master Association By-Laws, and any rules and regulations of the Master Association and the Neighborhood Association. All leases or any other documents transferring a possessory interest (other than ownership) in any Residential Unit for a Long-Term Rental must also contain a provision or addendum stating that the Master Association or the Neighborhood Association has the right to enforce the Master Declaration, the Master Association By-Laws, and any rules and regulations of the Master Association or the Neighborhood Association against the Transferee(s), and the Master Association has standing to file eviction proceedings, and is entitled to obtain an order of eviction, in the event the Transferee(s) violate(s) the terms of the Master Declaration, the Master Association By-Laws, and any rules and regulations of the Master Association or the Neighborhood Association. Additionally, the Master Association shall have the right to require any Owner to remove or evict any Transferee upon issuance of three (3) notices by the Master Association regarding the same violation.

Should a Owner wish to transfer a possessory interest (other than ownership) in any Residential Unit for a Long-Term Rental (hereinafter, this Owner shall be referred to as a "Transferor"), he shall, before such Transfer, deliver to the Board of Directors of the Master Association a written notice of the proposed Transfer, including a correct and complete copy of the Transaction Document which delineates all the terms and conditions thereof. With respect to such proposed transfer, the Transferor shall also furnish the name and address of the Transferee, two bank references for the Transferee and three individual references for the Transferee - local, if possible, and such other information requested by the Board of Directors of the Master Association within five (5) days from receipt of such notice and proposed Transaction Document. By providing same Transaction Document and required references to the Master Association, or any agent thereof, Transferor and Transferee thereby authorize the Master Association, or any agent thereof, to make any such investigation into the credit, employment, criminal background, general reputation, character, personal characteristics, and mode of living of the Transferee as the Board of Directors, or any agent thereof, feels necessary. The Board of Directors of the Master Association, or any agent thereof, is authorized to waive any or all of the references aforementioned. Any and all costs and fees incurred or to be incurred by the Master Association in reviewing a proposed Transfer shall be borne by the Transferor, and shall be paid by the Transferor prior to any consideration of said Transfer by the Master Association.

The Board of Directors of the Master Association, within thirty (30) days after receiving such

notice and proposed Transaction Document from a Owner and such supplemental information, interviews, and costs and fees as are required by the Board of Directors of the Master Association, shall either:

- (1) consent to the Transfer specified in said notice and proposed Transaction Document,
or
- (2) object to and/or disapprove of the Transfer (e.g., long-term lease or rental). However, the Master Association shall not unreasonably withhold its consent to the prospective Transfer (e.g., long-term rental or lease).

After thirty (30) days from the date the Owner gives his notice and proposed Transaction Document to the Board, the Board of Directors of the Master Association shall be deemed to have consented and approved of the Transfer of a Long-Term Rental specified in the Transferor's notice and Transaction Document if the Board of Directors of the Master Association failed to object to or disapprove of the proposed Transfer.

The sub-leasing or sub-renting of a Residential Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Master Association shall have the right to require that a substantially uniform form of Transaction Document be used for any Transfer of a Long-Term Rental. After approval, as herein set forth, entire Residential Units may be Transferred by way of Long-Term rental, provided the occupancy is only by the Transferee, his family and guests. No individual rooms may be rented.

At the Board of Directors of the Master Association's discretion, the rights, duties and obligations of the Board of Directors of the Master Association under this Section may be delegated to the Master Association's manager, management company or a committee of the Master Association selected by the Board of Directors of the Master Association.

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C. Temporary Buildings. No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Master Property (except in enclosed garages with the garage door to remain closed at all times); provided, however, the foregoing shall not restrict or prevent the construction and maintenance or temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the facilities created, including, but not limited to, construction trailers, sheds and material compounds, provided that the same are in compliance with appropriate governmental requirements applicable thereto. ~~Notwithstanding the foregoing, however, storage sheds may be permitted in backyards which are enclosed by fences, if the DRC approves same.~~ Additionally, notwithstanding the foregoing, no temporary or permanent play structures (specifically including, but not limited to, swing sets, jungle gyms, basketball hoops and nets, volleyball nets, etc.), shall be permitted to be placed on a Lot in such a manner that said play structures are visible from the street in front of any Lot. No temporary or permanent play structure shall be placed (by any person or entity other than the Master

Association or any other authorized Neighborhood Association) in any street or within any easement areas.

D. Trash and Garbage. No lumber, metals, bulk materials, refuse, rubbish or trash shall be kept, stored or allowed to accumulate on the Master Property except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular recurring basis, sealed containers may be placed in the open on any day that a pickup is to be made at such place as will be accessible to persons making such pick-up, provided that said containers shall not be permitted to remain in the open for more than 12 hours on said day. At all other times, such containers shall be stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot Owners of Lots located within the Neighborhood of The Manors at Lake Berkley Resort (e.g., owners of Lots 1 through 94 of Lake Berkley Resort, according to the plat thereof, recorded in Plat Book 11, Page 1-2, Public Records of Osceola County, Florida, and the owners of all Lots located in Lake Berkley Resort Phase 2, according to the plat thereof, recorded in Plat Book 11, Page 121-122, Public Records of Osceola County, Florida), and their tenants and guests, shall be required to use garbage or refuse bins in accordance with the following rules: All garbage or refuse bins shall be stored on a Lot on a concrete slab located near a Residential Unit ("Garbage Bin Pad"). Said Garbage Bin Pad shall be concealed from view from the street by shrubbery or a trellis, installed with the prior approval of the DRC. Residential Units with 6-7 bedrooms located within this Neighborhood shall store three (3) 45-gallon garbage or refuse bins, complete with attached lids, wheels, and bungee straps to secure the bins when not in use. Residential Units with 3-5 bedrooms located within this Neighborhood shall store a minimum of two (2) 45-gallon garbage or refuse bins, complete with attached lids, wheels, and bungee straps to secure the bins when not in use. No black sacks of rubbish or household waste shall be deposited outside of these garbage or refuse bins, in order to prevent the presence of vermin or vultures. Rather, all black sacks of rubbish or household waste shall be properly deposited into garbage cans, refuse bins, or dumpsters located within the community. The Manors at Lake Berkley Resort Neighborhood Association's landscapers shall place the bins back on the Garbage Bin Pad after collection.

Dumpsters have been placed in the Master Property for the use of Owners, their tenants and guests, and Owners' property managers only, at the discretion of the Board of Directors of the Master Association, for the disposal of refuse solely generated or collected within the Master Property. All Owners, their tenants and guests, and Owners' property managers are required to use only the dumpsters placed to serve the Neighborhood where their Lot is located (e.g.: no Owners, their tenants and guests, and Owners' property managers within the Manors and Villas Neighborhood Associations shall use any dumpster located within the Hapimag Neighborhood Association; all Owners, their tenants and guests, and Owners' property managers within the Manors and Villas Neighborhood Associations shall use the designated dumpsters located adjacent to the clubhouse located at 901 Park Terrace Circle). At no time shall any items be placed in any dumpster that exceed proper and concealed placement within the dimensions of a 13-gallon kitchen garbage bag or a 30-gallon yard waste bag. No furniture items of any type shall be deposited into or at any dumpster. Only household domestic waste shall be placed into any dumpster. Additional rules and regulations regarding the use of dumpsters may be posted near the dumpster locations, and shall be fully-enforceable by the Master Association.

Dumpsters may be monitored by video-surveillance, and any Owners, their tenants and guests, and Owners' property managers who dispose of any waste in a manner not in accordance with the above-stated or posted rules and regulations may be subject to a fine levied in accordance with Florida law, which may amount to \$1000. If a Owner's property manager is observed disposing of waste improperly, any fine or enforcement may be levied by the Master Association against said property manager and the Owner provided services by the property manager. Any Owner's property manager fined as stated above may be denied access to the Master Property until the fine is paid.

Any Owner's property manager and/or cleaning service shall be required to provide a visual inspection of their vehicles to the Master Association's security guard upon arrival at the Master Property. Any Owner's property manager or cleaning service that arrives upon the Master Property with refuse within or on their vehicle shall be denied access to the Master Property so as to eliminate improper dumping of refuse generated or collected from outside the Master Property. Any Owner's property manager and/or cleaning service shall only be granted entrance to the Master Property between the hours of 8:00 AM and 6:00 PM daily, unless an emergency situation develops on a Owner's Lot.

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F. Nuisance. Nothing shall be done on the Master Property which is illegal or which may be or may become an annoyance or nuisance, including, but not limited to, offensive odors and noises. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the DRC for a decision in writing and its decision shall be final.

Owners of Lots located within the Neighborhood of The Manors at Lake Berkley Resort (e.g., owners of Lots 1 through 94 of Lake Berkley Resort, according to the plat thereof, recorded in Plat Book 11, Page 1-2, Public Records of Osceola County, Florida, and the owners of all Lots located in Lake Berkley Resort Phase 2, according to the plat thereof, recorded in Plat Book 11, Page 121-122, Public Records of Osceola County, Florida) shall maintain electric and water services to their Lot at all times, in order to allow for proper maintenance of irrigation and landscaping existing on a Lot. Additionally, all swimming pools located on individual lots shall be maintained in a healthy manner, including all proper chemicals and electrical service, at all times by the Lot Owner or his/her designee. If at any time a Lot Owner, or his or her designee, shall not maintain proper electrical and water service to his/her Lot, or proper electrical or chemical service to a swimming pool located on his/her Lot, the Master Association, or the Neighborhood Association within this Neighborhood, may commence to provide and maintain said services on the Lot. Any and all costs associated with providing and maintaining said services may be properly assessed by the Master Association or Neighborhood Association as an individual assessment in accordance with Article VI of this Declaration, as amended, with all rights of collection for said assessment as provided for an annual or special assessment in accordance with the Governing Documents of the Master Association or Neighborhood Association.

Additionally, Owners, guests, and tenants of any nature (including small children) shall wear appropriate attire when in view of anyone outside of a Lot and/or in any of the common areas. Nudity of any nature is not permitted (including for small children) when in view of anyone

outside of a Lot and/or in any of the common areas.

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H. Vehicle Parking. The Board may from time to time promulgate rules which restrict, limit or prohibit the use of any parking area which may be in front of, adjacent to or part of any Lot as a parking place for personal passenger vehicles, commercial vehicles, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats. All commercial vehicles, recreational vehicles, trailers, self-propelled motorhomes, motorcycles and boats shall be parked in enclosed garages at all times, unless otherwise provided in applicable Neighborhood Association documentation. All such rules, if and when promulgated by the Board, shall have the same force and effect as if promulgated and initially made a part of this Master Declaration. Vehicles other than commercial vehicles, recreational vehicles, trailers, self-propelled motorhomes, motorcycles and boats (hereinafter collectively referred to as "Permitted Vehicles") may be parked at certain occurrences as described below, in a portion of any street adjoining a Lot, provided that said Permitted Vehicles shall not be parked within twenty (20) feet of any curves or intersections located in any street, and provided that said Permitted Vehicles are parked on the side of the street designated by the Master Association for on-street parking. On-street parking of Permitted Vehicles shall only be permitted for one vehicle for each Lot at one time. Otherwise, Owners, guests, and tenants of Lots located within the Neighborhood of The Manors at Lake Berkley Resort (e.g., owners of Lots 1 through 94 of Lake Berkley Resort, according to the plat thereof, recorded in Plat Book 11, Page 1-2, Public Records of Osceola County, Florida, and the owners of all Lots located in Lake Berkley Resort Phase 2, according to the plat thereof, recorded in Plat Book 11, Page 121-122, Public Records of Osceola County, Florida) shall be restricted to park no more than the number of Permitted Vehicles on a Lot that can properly be parked in the garage or on the driveway of the Residential Unit.

No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired on the Master Property except in an enclosed garage with the garage door remaining closed at all times.

Owners, guests, or tenants of any nature of Lots located within the Neighborhood of The Lake Berkley Resort Villas (e.g., all Lots located in Lake Berkley Resort Villas, according to the plat thereof, recorded in Plat Book 12, Page 83-84, Public Records of Osceola County, Florida) shall park no more than two (2) Permitted Vehicles per Residential Unit within the Master Property. Any Owner, guest, or tenant of The Lake Berkley Resort Villas wishing to park more than two (2) vehicles within the Master Property at any time may park within additional guest parking spaces located within the Neighborhood of The Lake Berkley Resort Villas as available, and may also park additional vehicles outside the Master Property entrance at the trailer or recreational vehicle parking area. Guest parking spaces shall be solely for Permitted Vehicles of guests visiting the community, and any guests using such parking spaces must have a guest tag displayed in the Permitted Vehicle in order to use the guest parking space. At no time shall any guest's Permitted Vehicle occupy a guest parking space for more than fourteen (14) days without the permission of the Master Association Board of Directors and the Master Property's security guards.

As the Master Association has ownership of the parking area located within The Lake Berkley Resort Villas Neighborhood, the Master Association may secure the services of a towing company to assist with enforcement of the Master Association's rules, regulations and restrictions regarding parking within this Neighborhood, as well as within the Master Property. All towing performed by the Master Association for enforcement of parking rules, regulations and restrictions shall be in accordance with Florida law, including laws providing for posting of signs which provide information regarding towing companies providing service to the Master Association.

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M. Animals. No horses, cattle, swine, goats, poultry, fowl, or any other animals not commonly considered household pets shall be kept on the Master Property. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted on the Master Property. No animals (except for any bona-fide service animals, as defined by law) owned by any tenant or guest of a Lot, either short-term or long-term, shall be able to be present at any time on any portion of the Master Property. No dog of any breed classified as a dangerous dog breed by the United States Centers for Disease Control and Prevention shall be present on the Master Property at any time. No Lot Owners shall be permitted to keep a dog within the Master Property at any time without a permit, issued by the Master Association and renewable every six (6) months, upon a nominal administrative charge. Additionally, all Lot Owners desiring to keep a dog within the Master Property shall also register said dogs with the City of Kissimmee and Osceola County, Florida. All pets shall be kept on a leash when not on the pet owner's Lot and no pet shall be allowed to roam unattended. Any pet owner or person walking any pet shall properly retrieve and dispose of any waste produced by any pet. Any pet owner or person caring for any pet shall ensure that said pets are not located at any time within any community swimming pool or any swimming pool located on a Lot, or any immediate surroundings (such as the deck area) for a swimming pool located within any common area or located on a Lot, so as to avoid any nuisances. Any pet owner or person walking any pet who fails to properly retrieve and dispose of any waste produced by any pet shall be considered to be in violation of this Document, and may be required to pay a fine as levied in accordance with Florida law. Additionally, the Master Association may require the removal of any animal from the Master Property at any time, upon the development of a nuisance upon the Master Property or upon receipt of a minimum of three (3) bona-fide complaints from any resident, tenant, manager, or guest of the Master Property. The Master Association may, from time to time, publish and impose reasonable regulations setting forth the type and number of animals that may be kept on the Master Property.

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O. Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas and drainage swales shall be maintained and kept in a neat and clean condition, free of refuse and debris. No Owner, guest, or tenant or any nature, shall be permitted to place or store any form of furniture or barbecue grill on any lawn, common area, or driveway. Additionally, Owners of Lots located within the Neighborhood of The Manors at Lake Berkley Resort (e.g., owners of Lots 1 through 94 of Lake Berkley Resort, according to the plat thereof,

recorded in Plat Book 11, Page 1-2, Public Records of Osceola County, Florida, and the owners of all Lots located in Lake Berkley Resort Phase 2, according to the plat thereof, recorded in Plat Book 11, Page 121-122, Public Records of Osceola County, Florida), shall be permitted to stain/paint that portion of the driveway located on their Lot(s) between the overhead garage door and the sidewalk, as it crosses the driveway, only if said Owner receives the prior written approval of the DRC or the management of the Master Association for this staining/painting. The DRC or the management of the Master Association shall keep the details of the acceptable color for any staining/painting of a driveway, and shall provide same with any request and approval granted to an Owner. Any Owner shall not be permitted to stain/paint any sidewalk or any portion of a sidewalk, including any portion that crosses a driveway.

P. Maintenance of Landscaped Areas. All landscaped areas (to the paved public right-of-way) shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar, sound, healthy plant materials.

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R. Fences. Other than for fencing installed to conceal a Garbage Bin Pad, only Owners of Lots located within the Neighborhood of The Manors at Lake Berkley Resort (e.g., owners of Lots 1 through 94 of Lake Berkley Resort, according to the plat thereof, recorded in Plat Book 11, Page 1-2, Public Records of Osceola County, Florida, and the owners of Lots located in Lake Berkley Resort Phase 2, according to the plat thereof, recorded in Plat Book 11, Page 121-122, Public Records of Osceola County, Florida) that are Owners of any of said Lots as of the date of the recording of this amendment shall be permitted to install fencing of any type. All fencing installed or replaced after the date of the recording of this amendment shall be installed in accordance with the following restrictions: All fences or walls live vegetative hedges shall be approved prior to installation in writing from time to time on a case by case basis by the DRC. All fences or walls which are painted or stained in a color other than that of natural wood shall be painted or stained not less than once biannually, with the color to be approved by the DRC at the time of the original submission and application process. If any fence or wall can be seen from any street or roadway immediately in front of a Residential Unit (and from the side of a Residential Unit if a corner Lot) then the same must be shielded by opaque landscaping such that not less than fifty percent (50%) of the portion of the fence or wall visible from the street or roadway shall be covered by the landscaping at the time of planting. Provided further, that any such landscaping must be aesthetically compatible with the existing landscaping of the Residential Unit. A white PVC trellis, or shrubbery, shall be installed to conceal a Garbage Bin Pad, as defined earlier in this document, in accordance with the dimensions of said Garbage Bin Pad and in accordance with Section D of this article, as amended. Fences may be placed only on the side of a Residential Unit located on a Lot as a screening device. Fences installed to screen a pool area shall run parallel to, and shall not extend any further forward on the Lot in length than any screened enclosure or pool area, near any side at which a Lot adjoins another Lot, parcel, or street. All fencing shall be comprised of white PVC material, or a live vegetative hedge. In any instance, the height of any fencing shall not exceed five (5) feet above grade of the location installed. Any fencing installed shall not fully enclose any area, and no gates shall be permitted to be installed. Further, no fence or wall shall be located within forty (40) feet of any water

bodies and no closer than twenty (20) feet behind the front line of any single-family detached Residential Unit, except as approved by the DRC. Further, all fences around swimming pools shall require prior written approval of the DRC.

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T. Signs. No sign of any kind shall be displayed to the public view on any Lot without the approval of the DRC or Declarant, except those which are ~~no taller than thirty (30) inches off the ground~~, no larger than eighteen (18) inches by twenty-four (24) inches, and are used as conventional real estate signs for the lease, sale or resale of a Lot (hereinafter these types of signs shall be referred to as "Permitted Signs"). Said Permitted Signs shall only be allowed to be placed within the lower half of a window located on the ground floor in the front of a residence built on any Lot. This restriction shall not apply with respect to Lots owned by Declarant or Lots used by Declarant (or a builder of Residential Units approved by Declarant) that are used for sales models or sales or rental offices. Additionally, to the extent required by Florida law, professional looking and unobtrusive signs of a reasonable size from a security services contractor shall be permitted to be located on a Lot.

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Y. Swimming Pools. Any swimming pool, screening or fencing related thereto to be constructed on any Residential Unit shall be subject to the approval and requirements of the DRC. Additionally, the installation of any structures upon any existing pool deck shall require the prior approval of the DRC. No kennels for any animal, either temporary or permanent, shall be placed on or installed onto any pool deck. Aboveground swimming pools will not be allowed. Any children that are not yet trained to use restroom facilities shall wear proper protective swimwear when using any common area swimming facilities, in order to prevent any bodily waste from being released into the swimming facilities. Any incident of urination or defecation within the common area swimming facilities shall require closure of the common area swimming facilities for at least 24 hours, to allow for treatment of the swimming facility. If any Lot Owner, or any guest or tenant of a Lot Owner, urinates or defecates in any common area swimming facilities, whether intentional or otherwise, that Lot Owner shall be assessed for all costs of treatment and closure of the common area swimming facilities, in order that such swimming facilities may be treated to comply with local and state health codes.

Z. Mailboxes. The location, size, shape and color of all mailboxes shall require DRC approval prior to installation. All mailboxes are to be removed from any Lot, unless the Owner of said Lot occupies a Lot, or a long-term tenant occupies the Lot. The United States Postal Service may provide a centralized location within the Master Property for any Owners, guests or tenants to deposit outgoing mail, and in the future, may provide the Master Association with a centralized mail center for incoming mail for the Residential Units within the Master Property.

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AB. Paint Color Scheme. Each Neighborhood Association shall provide to the

Master Association an approved Exterior Paint Color Scheme, which shall set forth exterior trim, body, accent, and door colors which have been approved for use by Owners within each Neighborhood for any exterior painting projects. These Exterior Paint Color Schemes may be updated annually to allow for new colors to be accepted by the Board of Directors of the Master Association so as to keep uniformity within the Master Property. In all cases, the exterior trim paint color approved in the Exterior Paint Color Scheme shall be white as approved by the Master Association. Exterior door colors may be white, any color as specifically provided by the Exterior Paint Color Schemes, or any other color as approved by the DRC as provided below.

All exterior painting, regardless of whether an Owner is repainting a Residential Unit the same color as currently exists, shall require the prior written approval of the DRC. Failure of an Owner to obtain the prior written approval for any exterior painting will result in said Owner being required to submit said newly-painted colors for the written approval of the DRC. If the DRC does not approve the color as submitted to the DRC, said Owner shall be required to return the color of the Residential Unit to the previously-approved color for the Residential Unit, or any other color as proposed by the Owner and approved by the DRC.

No two Residential Units located on adjacent Lots shall be painted in the same body color or substantially similar shade of body color, unless previously approved, in writing, by the DRC.

AC. Speed Limit. All vehicles driven through the Master Property shall observe a speed limit of 20 miles per hour.

AD. Patios and Balconies. Owners, guests and tenants of any nature of Lots located within the Neighborhood of The Lake Berkley Resort Villas (e.g., all Lots located in Lake Berkley Resort Villas, according to the plat thereof, recorded in Plat Book 12, Page 83-84, Public Records of Osceola County, Florida) shall be permitted to place proper outdoor-style or patio furniture on any balconies or patios located on any Lot located within the Neighborhood of The Lake Berkley Resort Villas. However, any interior furniture, such as dining chairs, shall not be permitted to be placed on any balconies or patios located on any Lot located within the Neighborhood of The Lake Berkley Resort Villas. Additionally, grills or barbeques, gas or fuel cans or tanks, bicycles, and inflatable toys of any nature shall not be permitted to be used or stored upon any balcony or patio located on any Lot within the Neighborhood of The Lake Berkley Resort Villas.

AE. Contact Information. Owners of any nature of any Lots located within the Lake Berkley Resort Master Association shall be required to provide to the Master Association, as determined necessary by the Board of Directors, contact information for said Lot Owners and engaged management companies, if applicable, upon any changes being made, upon request, and at least once yearly. Said information shall be required to be provided within thirty (30) days after request by the Master Association, after any change to the information has occurred, or after closing of purchase of a Lot. Additionally, all Owners shall be required to provide a notice of Contact Information upon a form which may be provided by the Master Association no later than March 15 of each calendar year.

Any said required Contact Information may include, but may not be limited to, the

following information: Owner(s)' Name, Lake Berkley Lot Address, Lake Berkley Lot telephone number; any engaged Management Company Name and Property Manager Name, Management Company telephone number, Management Company e-mail address; Owner(s)' Primary Residence Address, Owner(s)' e-mail address, Owner(s)' Primary Residence telephone number (for emergency purposes only), and Owner(s)' alternative contact telephone number.

Section 2. Enforcement. Failure of any Owner, their tenants and guests, and Owners' property managers, to comply with any restrictions, covenants, policies, or rules and regulations of the Master Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, including costs and attorney's fees incurred in enforcing the restrictions, covenants, policies, or rules and regulations of the Master Association, in bringing such actions, and if necessary, costs and attorney's fees for appellate review. The Master Association shall have the right to suspend use of Common Property for any Owner, their tenants and guests, and Owners' property managers, violating these covenants and restrictions for a period of time which is the longer of sixty (60) days or the term of continued violation, to the extent same is in compliance with Florida law. To the extent the periods of suspended use of Common Property as described in this Section are not in compliance with Florida law, the Master Association shall have the right to suspend rights to use Common Property in accordance with Florida law. Declarant, the Master Association, or any Neighborhood Association or Owner shall have the right to enforce the provisions of this Master Declaration, as more particularly set forth herein.