

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

THIS AMENDMENT TO THE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS ("Amendment") has been made, approved and adopted at a special meeting of the Board of Directors for Lake Berkley Resort Master Association, Inc. ("Lake Berkley Resort").

**WITNESSETH**

WHEREAS, the Association is a not-for-profit homeowners association operating pursuant to Chapter 720, Florida Statutes; and

WHEREAS, the Association is governed by, among other documents, that certain Declaration of Covenants and Restrictions for Lake Berkley Resort which was recorded at Official Records Book 1599, Page 2761 and re-recorded in Official Records Book 1612, Page 1629, of the Public Records of Osceola County, Florida, as amended by that certain First Amendment to Declaration of Covenants and Restrictions recorded at Official Records Book 1801, Page 119 of the Public Records of Osceola County, Florida, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 3858, Page 1860 of the Public Records of Osceola County, Florida, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 3933, Page 1817 of the Public Records of Osceola County, Florida (collectively, the "Declaration"); and

WHEREAS, pursuant to Article XIII, Section 2 of the Declaration, the Declaration may be amended by with the consent of two-thirds (2/3) of the Members of the Board;

WHEREAS, the proposed amendment was provided to the Association's Members of the Board in accordance with the Declaration;

WHEREAS, a Special Meeting was properly noticed and held on FEBRUARY 22, 2019 where a quorum was present and two-thirds (2/3) of the Members of the Board present at the meeting voted in favor of this Amendment.

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

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Definitions.** Unless otherwise expressly set forth in this Amendment, capitalized terms appearing in this Amendment shall have the meanings ascribed to those terms by the Declaration.

3. **Amendments.** The Declaration is hereby amended as indicated in the attached Exhibit "A".

4. **Effective Date.** This Amendment shall be effective on the date this Amendment is recorded in the Public Records of Seminole County, Florida.

5. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

6. **Headings.** The paragraph headings have been inserted for convenience and reference only and shall not be considered or referred to in resolving questions, interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

7. **Severability.** Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing has been adopted in accordance with the Declaration at a properly noticed Special Meeting of the Members.

WITNESSES:

Signature: Lorene J. Dillon

Print Name: Lorene J. Dillon

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Association:

Sign: Charles J. Sirianni

Print: CHARLES J. SIRIANNI  
as President of Lake Berkley Resort Master Association, Inc.

STATE OF FLORIDA            )  
  )  
COUNTY OF OSCEOLA        )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June 2019, by Charles J. Sirami as the President of Lake Berkley Resort Master Association, Inc. who is personally known to me or who produced a Driver's License as identification.

LORENE J. DILLON  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN NIAGARA COUNTY  
REG. #01D0137932  
MY COMM. EXP. DEC. 05, 2021

Lorene J. Dillon  
Notary Public  
My Commission Expires: 12/05/21

**WITNESSES:**

Signature: Lorene J. Dillon

Print Name: Lorene J. Dillon

Signature: Shelby McGee

Print Name: Shelby McGee

**Association:**

Sign: [Signature]

Print: Richard Caws

as Secretary of Lake Berkley Resort Master Association, Inc.

STATE OF FLORIDA  
COUNTY OF OSCEOLA Orange

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of August 2019, by Richard Caws as the Secretary of Lake Berkley Resort Master Association, Inc. who is personally known to me or who produced a Driver's License as identification.

 Notary Public State of Florida  
Lisa A Fleming  
My Commission GG 385841  
Expires 08/14/2023

PASS PORT  
Lisa A. Fleming  
Notary Public  
My Commission Expires: 08/14/2023

## EXHIBIT "A"

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

The following amendment is made only to Article IV, Section 1, subsection A and Article IX, subsection O, of the MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKE BERKLEY RESORT, recorded in Official Records Book 1599, Page 2761 and re-recorded in Official Records Book 1612, at Page 1633, et. seq., of the Public Records of Osceola County, Florida, as amended from time to time (additions are indicated by underlining, deletions are indicated by ~~strike through~~, and omitted but unaltered provisions are indicated by ellipses):

#### ARTICLE IV-FUNCTIONS OF MASTER ASSOCIATION

Section 1. Services. The Master Association shall have the powers provided herein and, in the Articles and Bylaws from time to time, and such other powers as may be vested in the Master Association by law, and shall provide (or cause to be provided) the following services:

- A. Maintenance of all Open Space, Common Property, recreations areas, landscaping and irrigations systems, including without limitation all private roads and lights and landscaping on and around such roads. Swales, driveway aprons and sidewalks shall be maintained by Owners as set forth more fully in Article IX, Section O of this Declaration. Each sub association has the option to pay for their owner's sidewalks.

#### 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.

- O. Maintenance of Parking Areas, Etc. All property setback areas, inclusive of driveway aprons and sidewalks (this setback area inclusive of the swale, driveway apron and sidewalk are defined as the area which directly abuts the Owners property), 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 by Owners. Owners shall be responsible for pressure washing the walkways, driveways, driveway aprons and sidewalks, at least annually or when given notice by the HOA after an inspection, as needed to maintain a neat and clean condition. Each sub association has the option to pay for their owner's cleaning of the sidewalks. Lake Berkley Resort Master Association shall be responsible for repairs and replacement of damaged sidewalks throughout the sub communities as well as Master Common Areas and in the event of a property/lot owners neglect in maintaining tree roots from causing damage, such repair or replacement costs shall be billed back to the offending lot owner. No

Owner, guest, or tenant of 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 1-94 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 received 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.