

This document prepared by and return to:
Law Offices of John L. Di Masi, P.A.
801 N. Orange Ave., Suite 500
Orlando, Florida 32801

**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, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 5489, Page 1557 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 5582, Page 164 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 Board recognizes that the property subject to the Declaration (the "Property") was initially developed as a primarily short-term vacation rental community, however, in recent years, a number of Residential Unit Owners have made their Residential Units, available for "long-term" rentals. There has also been a recent request to convert a section of the community with a large number of townhomes to a multi-family apartment building to be occupied by long term tenants. This will have the effect of altering the atmosphere of the community away from that of a "vacation resort" as described in the Association's governing documents as originally intended.

WHEREAS, the Board desires to reinforce and reestablish the community as a "vacation resort"; and

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 02/12/2020 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.

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:

Association:

Signature:

Kacey Elzinga

Sign:

Charles Seranne

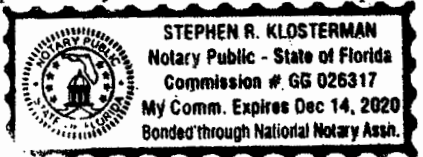
Print Name: Harvey Ellingsworth Print: CHARLES SIRIANNI
as President of Lake Berkley Resort Master Association, Inc.

Signature: [Signature]

Print Name: Peter Ryan

STATE OF FLORIDA)
)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 12th day of February, 2020 by Charles Sirianni 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.



[Signature]
Notary Public
My Commission Expires: 12-14-20

WITNESSES:

Association:

Signature: Harvey Ellingsworth

Sign: [Signature]

Print Name: Harvey Ellingsworth

Print: Richard Caws

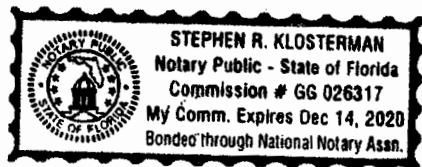
as Secretary of Lake Berkley Resort Master Association, Inc.

Signature: [Signature]

Print Name: Peter Ryan

STATE OF FLORIDA)
)
COUNTY OF OSCEOLA)

The foregoing instrument was acknowledged before me this 12 day of February, 2020 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.



[Signature]
Notary Public
My Commission Expires: 12-14-20

EXHIBIT "A"

Article IX, Section 1(A) and 2(A) of the Declaration entitled Residential Units and Enforcement, have been amended by adding language that is underlined and deleting language by ~~striking~~ through the deleted language. Accordingly, as of the date of this amendment, Section 1(A) and Section 2 of Article IX of the Declaration shall read as follows:

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 maybe 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 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.

Residential Units may only be leased /rented to a particular tenant for a maximum time period of six (6) consecutive months. As used herein, the term "lease/rent " shall include any agreement for occupancy, regardless of whether such agreement is in writing and regardless of whether such agreement is labeled a "lease/rent ".

No owner may lease/rent its Residential Unit to the same tenant for concurrent time periods in excess of six (6) months. No Residential Unit may be occupied by the same person/people, family members, relatives, and all adults over 18 years of age for a period in excess of six (6) consecutive months, unless the Residential Unit is owner-occupied.

All agreements regarding occupancy of a Residential Unit for a period of longer than one hundred and twenty days (120) days must be in writing and shall be submitted to the Association's management company, for approval by the Association prior to execution and, in any event, not less than thirty (30) days prior to the commencement of occupancy. This must include the names of all adults over eighteen (18) years of age who will be occupying the Residential Unit. The owner must also provide proof of a valid State of Florida Sales Tax ID number and a Valid State of Florida License for rentals.

The Owner shall also submit a completed application form (forms available upon request from the management office) together with a non-refundable application fee of \$100.00, as further explained on the form. The Association reserves the right to conduct criminal background checks on all applicants. The Board shall approve or disapprove the application and lease within fifteen (15) days of receipt of a completed package (to include a copy of the lease, a completed application form and the application fee).

In the event that lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease into compliance with the Declaration and any rules and regulations adopted pursuant thereto. If the Board does not provide an approval or disapproval within the time period set forth above, such lease shall be deemed approved. No lease for longer than one hundred and twenty (120) days will be effective unless and until such lease is approved by the Board.

B. Written leases in effect as of the Effective Date of this Amendment may remain in place. If the term of such current written lease is for one (1) year or less, the lease may also be renewed for one (1) additional period of up to ninety (90) days before the restrictions herein will apply to that Owner. Such Owner must provide a copy of the current lease to the manager for Lake Berkley within sixty (60) days of the Effective Date of this Amendment to be able to take advantage of the one ninety (90) day extension set forth herein. Failure to provide the lease to the manager within sixty (60) days will terminate the Owners ability to rent the Unit for an additional ninety (90) days. Leases that renew after January 1, 2021 do not qualify for this extension.

Each Owner shall be jointly and severally liable with the tenant to Lake Berkley for all costs incurred by Lake Berkley for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Lake Berkley shall repair any such damage and the costs of such repair shall be invoiced as an Individual Assessment to the Owner. Each Owner, his/her tenants and guests shall be governed by and shall comply with the provision of the Declaration, as the same is amended from time to time, as well as the particular Neighborhood Declaration that applies to the particular Residential Unit that the tenant or guest is occupying.

The lease shall provide that the Association has the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, Neighborhood Declaration or other applicable provisions of any agreement, document or instrument governing Lake Berkley or administered by the Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense.

Within three (3) days after executing a lease for a Residential Unit for a period of longer than one hundred and twenty days (120 days), the Owner shall provide the Board with a copy of the executed lease with the name of the lessee and all other people occupying the Residential Unit.

The provisions herein shall have no effect on those Owners (or their immediate family, without a formal lease being created), who personally occupy their Residential Units.

Upon the default or non-compliance by any Owner of any condition or requirement herein, the Association shall have the right, but not the obligation, to evict the occupant(s) from such Owner's Residential Unit, in accordance with Chapter 83, Florida Statutes. However, the Association shall not otherwise be considered a landlord under Chapter 83 and specifically has no obligations under s. 83.51, Florida Statutes. The right to evict shall not be the exclusive remedy for default or non-compliance and shall be in addition to any other remedy afforded to the Association under the Declaration and/or Florida Statutes.

~~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 interest 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 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 and Transferee upon issuance of three (3) notices by the Master Association regarding the same violation.~~

~~Should an 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 Transfer 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 an 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 Owners’ 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 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.

1. ~~Short term and long term~~ Rental/ Leasing -Rules and Regulations

Noise and Nuisance. Owners, guests, occupants, tenants, and invitees shall refrain from any activity which interferes with the peaceful possession and proper use and enjoyment of the Property. Likewise, owners, guests, occupants, tenants, and invitees shall refrain from causing, or allowing to be caused, any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. Owners, guests, occupants, tenants, and invitees shall observe all laws, ordinances, codes, rules and regulations of all applicable governmental bodies.

Owners, guests, occupants, tenants, and invitees shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises and in using, playing or permitting to be used or played musical instruments, radios, phonographs, televisions, amplifiers and any other instruments or devices in such manners as may unreasonably disturb owners, tenants or occupants of other homes. Loud music from automobile radios are not permitted at any time within the Association.

The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residence: noise or sound that is objectionable because of its volume, duration, beat, frequency, shrillness or vibration, particularly during the hours from 10:00 p.m. through 8:00 a.m. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance.

Additionally, the Master Association shall have the right to require any Owner or the Owners Agent to remove or evict an Owners guests, occupants, tenants and invitees upon issuance of three (3) warnings notices by the Master Association regarding the same violation. Said warning notices may be the result of multiple transgressions in one single day.

If an Owner or the Owners Agent fails to remove or evict the guests, occupants, tenants and invitees within twenty-four (24) hours from the third warning notice, the Owner shall be fined pursuant to the procedures set forth in Florida Statute 720.305, of \$100 per day and each day thereafter until the guests, occupants, tenants or invitees have been removed from the property, and said fine shall not exceed \$2,000.00.

An Owner may not allow more than two (2) persons to occupy a bedroom. For example, a two-bedroom home will only be allowed to have two (2) guests per

bedroom for a total of (four) 4 occupants, tenants or invitees residing in the home for the purposes of a rental.

Section 2. Enforcement. Failure of any Owner to comply with any restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, levying fines, or any combination thereof, including costs and attorney's fees incurred 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 violating these covenants and restrictions for a period of time which is the longer of sixty (60) days or the term of continued violation. Declarant, the Master Association or any Owner shall have the right to enforce the provisions of this Master Declaration, as more particularly set forth herein.

A. Fines.

A fine may be levied by the Association against an Owner or an Owner's tenant(s), guest(s) and invitee(s) each day of a continuing violation of the Declaration, which includes violations of the ~~short-term and long-term~~ Rental Leasing-Rules and Regulations, at the rate of \$100 per day, with a single notice and opportunity for hearing. Fines may not exceed the maximum amount of \$2,000.00 against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions.

Unless otherwise provided by Florida law, fines may not be imposed without notice of a least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Fining Committee" appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister or an officer, director or employee. If the Fining Committee does not by majority vote approve a fine the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Fining Committee.

The non-compliance shall be presented to the Fining Committee acting as a tribunal, after which the Fining Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Fining Committee from time to time. A written decision of the Fining Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Fining Committee. The Owner, tenant, guest, or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

Fines levied against an Owner shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors.

Any unpaid fine(s) may be converted to an assessment and collected as an Individual

Assessment provided a fourteen (14) day notice is submitted to the Owner of the conversion from a fine to an Individual Assessment. Once converted to an Individual Assessment, the assessment may be collected as any other assessment and will accrue interest and late fees each month until paid.