

**AMENDMENT 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. (“Association”).

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 Amendments to the Master Declaration of Covenants and Restrictions for Lake Berkley Resort recorded at Official Records Book 5489, Page 1557 of the Public Records of Osceola County, Florida, as amended by that certain Amendments to the Master Declaration of Covenants and Restrictions for Lake Berkley Resort recorded at Official Records Book 5582, Page 164 of the Public Records of Osceola County, Florida, as amended by that certain Amendments to the Master Declaration of Covenants and Restrictions for Lake Berkley Resort recorded at Official Records Book 5691, Page 85 of the Public Records of Osceola County, Florida, as amended by that certain Amendments to the Master Declaration of Covenants and Restrictions for Lake Berkley Resort recorded at Official Records Book 5933, Page 40 of the Public Records of Osceola County, Florida, as amended by that certain Amendment to the Master Declaration of Covenants and Restrictions for Lake Berkley Resort recorded at Official Records Book 6325, Page 2936 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 with the consent of two-thirds (2/3) of the Members of the Board;

WHEREAS, the substance of this Amendment, as provided in Exhibit “A” attached hereto, does not prohibit or regulate rental agreements, as per F.S. 720.306(1)(h)1 (2023), and as such, is intended to and shall apply to all Lot Owners as of the date of recording of this

Amendment in the Public Records of Osceola County, Florida.

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 15, 2024 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 Osceola 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: Joseph F. Palicka, Jr.

Sign: Charles Sirianni

Print Name: Joseph F. Palicka, Jr.

Print: CHARLES SIRIANNI

Address: 978 Park Terrace Circle as President of Lake Berkley Resort Master Association, Inc.

Kissimmee, FL 34746

Signature: Jason Berry

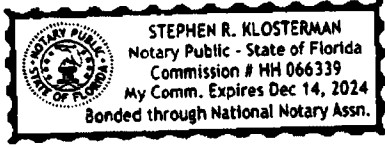
Address: 6835 Gravel Rd, Niagara Falls, NY 14305

Print Name: Jason Berry

Address: 7800 Southland Blvd., Suite 104 Orlando, FL 32809

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

SWORN TO AND SUBSCRIBED before me, by means of physical presence or online notarization, this 15th day of February, 2024, 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.



MRK

Notary Public
My Commission Expires: 12-14-24

Address: 7800 Southland Blvd #104
Orlando FL 32809

WITNESSES:

Signature: [Signature]

Print Name: Jason Berry

Address: 7800 Southland Blvd, Suite 104, Orlando, FL 32809

Signature: [Signature]

Print Name: Greg Rodriguez

Address: 7800 Southland Blvd, Suite 104, Orlando, FL 32809

Association:

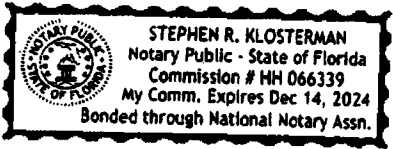
Sign: [Signature]

Print: Elliot Oakley
as Secretary of Lake Berkley Resort Master Association, Inc.

Address: 972 Park Terrace Circle Kissimmee, FL 34746

STATE OF FLORIDA)
COUNTY OF OSCEOLA)

SWORN TO AND SUBSCRIBED before me, by means of physical presence or online notarization, this 15th day of February, 2024, by Elliot Oakley 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: 12-14-24
Address: 7800 Southland Blvd #104 Orlando FL 32809

EXHIBIT "A"

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

The following amendment is made to Article IX, Section 1(A) and Section 2, 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 ~~strikethrough~~, and omitted but unaltered provisions are indicated by ellipses):

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. For purposes of this Declaration, and any other of the Master Association's governing documents, occupancy, or intended occupancy, of a Residential Unit for a period of shorter than, or exactly, one hundred and twenty days (120) days may be referred to as (a) "Short Term Rental(s)".

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.

All agreements regarding occupancy of a Residential Unit for a period of longer than one

hundred and twenty days (120) days (hereinafter, occupancy, or intended occupancy, of a Residential Unit for a period of longer than one hundred and twenty days (120) days may be referred to as (a) "Long Term Rental(s)") 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.

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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, imposition of specific remedies as described herein, 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 and additional remedies for violation of rental restrictions.

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 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 "Financing 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.

As of the recording of this Amendment, it has been noted that a number of Owners are disregarding the Master Association's governing documents, including policies and procedures, addressing occupancy of Residential Units. In light of these incidents, the following additional remedies have been put into place:

- a. Owners, or any management company acting as agent for an Owner, shall not be permitted to classify an attempted Long Term Rental of a Residential Unit (or a Residential Unit classified as a Long Term Rental) as a Short Term Rental of a Residential Unit (or a Residential Unit classified as a Short Term Rental) after it has been determined, in the sole discretion of the Board, that such Owner or management company disregarded Master Association governing documents in place regarding Long Term Rentals and concealed such actions from the Master Association.
- b. Owners who attempt, or allow for (including by guests of any Owner), sub-letting or sub-leasing of any room, area of a Residential Unit with a separate exterior entrance, or portion of the Residential Unit other than the entirety of a Residential Unit while the remainder of the Residential Unit is occupied in any other manner (including by the Owner), without the prior written approval of the Master Association, shall be additionally subject to remedies as described in subsection (c) below.

- c. Regardless of the above, and in addition to any and all other remedies available to the Master Association for violation of the Master Association's governing documents and Florida law, the Master Association shall have the following specific rights and remedies for enforcement against any violations of the Master Association's rental or occupancy restrictions included in any of the Master Association's governing documents, including those stated in Article IX, Section 1 of the Declaration (specifically including those added by the "Amendments to the Master Declaration of Covenants and Restrictions for Lake Berkley Resort", as recorded in Official Records Book 5691, at Page 85. et.seq., of the Public Records of Osceola County, Florida, as amended from time to time, hereinafter "Rental Amendment"):
1. For any first incident of any violation of the Master Association's rental or occupancy restrictions by such Lot Owner, a 120-day prohibition on any Short Term Rental of such Residential Unit may be enacted against the Lot by the Board of Directors.
 2. For any second incident of any violation of the Master Association's rental or occupancy restrictions by such Lot Owner within a three (3) year period, a 180-day prohibition on any Short Term Rental of such Residential Unit may be enacted against the Lot by the Board of Directors.
 3. For any third or subsequent incident of any violation of the Master Association's rental or occupancy restrictions by such Lot Owner within a three (3) year period, a one year prohibition on any Short Term Rental of such Residential Unit may be enacted against the Lot by the Board of Directors.

Short Term Rental prohibitions as described above may be implemented by the Board of Directors at a properly-noticed Board of Directors meeting. Unless otherwise provided by Florida law, written notice of any meeting at which Short Term Rental prohibitions as described above will be considered by the Board of Directors must be mailed, delivered, or electronically transmitted to the Owner(s) of the Lot(s) for which Short Term Rental prohibitions are considered not less than fourteen (14) days before such meeting.

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