
**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. ("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, as amended by that certain First Amendment to Declaration of Covenants and Restrictions recorded at Official Records Book 1801, Page 119, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 3858, Page 1860, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 3933, Page 1817, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 5489, Page 1557, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 5582, Page 164, as amended by that certain Amendment to the Declaration of Covenants and Restrictions recorded at Official Records Book 5691, Page 85, all in 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 _____, 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: Anna Eodice

Sign: Charles Sirianni

Print Name: ANNA Eodice

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

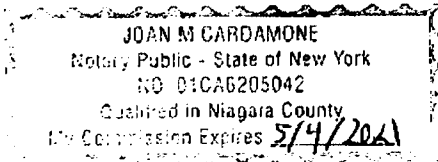
Signature: Derride Florence

Print Name: Derride Florence

STATE OF ~~FLORIDA~~ New York)

COUNTY OF ~~OSCEOLA~~ Niagara)

The foregoing instrument was acknowledged before me this 11 day of Sept, 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.



Joan M. Cardamone
Notary Public
My Commission Expires: 5/4/2021

WITNESSES:

Signature: [Handwritten Signature]

Print Name: STEPHEN BROWN

Signature: [Handwritten Signature]

Print Name: Jamie ROTHERY

Association:

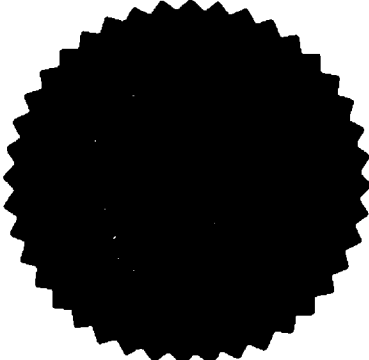
Sign: [Handwritten Signature]

Print: RICHARD CAWS
as Vice-President of Lake Berkley Resort Master Association, Inc.

STATE OF FLORIDA ENGLAND)

COUNTY OF OSCEOLA)
 HAMPshire)

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER 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.



[Handwritten Signature]
Notary Public
My Commission Expires: ON DEATH
SARAH ELIZABETH BAKER
PETERSFIELD, ENGLAND

SARAH ELIZABETH BAKER
Notary Public
16 High Street
Petersfield GU32 3JJ

EXHIBIT "A"

Article IX, Section 1(A) of the Declaration entitled Residential Units and Enforcement, is hereby amended with the following insertions and deletions:

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 except 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.

Article IX, Section 1(B) of the Declaration entitled Residential Units and Enforcement, is hereby amended with the following insertions and deletions:

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.

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

1. 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 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.