

**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, 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 (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 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 November 16, 2022 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: 

Sign: Charles Sirianni

Print Name: Edward Gonzalez

Print: CHARLES SIRIANNI



Signature: [Signature]

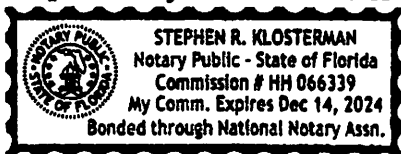
Print Name: Jason Berry

STATE OF FLORIDA )

COUNTY OF OSCEOLA )

as President of Lake Berkley Resort Master Association, Inc.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of NOV., 2022, by Charles Siricanni 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: 12-14-24

**WITNESSES:**

Signature: [Signature]

Print Name: Edward Gonzalez

Signature: [Signature]

Print Name: Jason Berry

STATE OF FLORIDA )

COUNTY OF OSCEOLA )

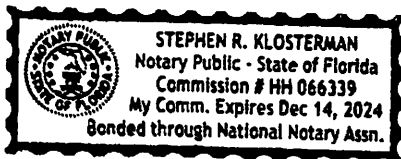
**Association:**

Sign: [Signature]

Print: Elliot Oakley

as Secretary of Lake Berkley Resort Master Association, Inc.

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of NOV., 2022, 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



## EXHIBIT "A"

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

The following amendment is made only to Article IX, Section 1, subsection R, 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 ~~striking through~~, and omitted but unaltered provisions are indicated by ellipses):

R. Fences. Prior to the date of the recording of this amendment to the Master Declaration, fencing was permitted to be erected on certain Lots and under certain conditions. Notwithstanding any of the above, and regardless of any provisions regarding fencing or similar materials as may be included in any governing documents for any Neighborhood, as of the date of the recording of this amendment to the Master Declaration, no fence, wall, barrier, gate or other similar structure that intends to serve as a boundary or screening for any area (other than a Garbage Bin Pad or for a pool area) shall be permitted to be erected on any Lot. ~~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—3 (?), 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 recording of this amendment shall be installed in accordance with the following restrictions: All fences or live vegetative hedges shall be approved prior to installation in writing from time to time on a case-by-case basis by the DRC. A white PVC trellis or shrubbery may 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. No fences shall be installed at the rear of the pool enclosure. 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 except as approved by the DRC.~~

Moreover, Owners shall not install vegetative bushes or any form of landscaping in place of a fence as a substitute to screen or bound a certain area where a fence, wall, barrier, or other similar structure would not be permitted.





The Master Association may require the removal of any installed fences, walls, barriers, or other similar structures that serve as a boundary or screening for any area that were not approved by the DRC or otherwise by the Master Association, or are otherwise not compliant with any approval which was granted or with any provision of the Master Association's governing documents, including any prior version of this subsection of Article IX of this Declaration, within sixty (60) days of being notified, regardless of ownership of the Lot at the time of installation.

Any properly-approved and installed fences, walls, barriers, or other similar structures that serve as a boundary or screening for any area existing as of the date of recording of this amendment to the Master Declaration can remain until they are less than 50% functional or until they are no longer aesthetically pleasing, as determined in the sole discretion of the Board. The Master Association and/or their agents/management company will inspect these fences regularly in order to make such determination. Upon such determination, such fences, walls, barriers, or other similar structures must be removed completely at the Owner's expense. When an Owner is advised that removal is necessary, the Owner shall be granted sixty (60) days by advance written notice to comply with such removal, after which time the fences, walls, barriers, or other similar structures may be removed by the Master Association with no additional notice. All charges related to such removal shall be assessed to the Residential Unit as an Individual Assessment, pursuant to Article VI, Section 4 of the Master Declaration, as may be amended.

Nothing in this provision shall require the removal of, or otherwise interfere with the placement of, any pool safety-fencing or barrier as may be required or recommended to be installed and/or used by governmental code requirements.