

Prepared by and return to:  
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Orlando, FL 32801  
07750-0004



**AMENDMENT TO AMENDED AND RESTATED  
BY-LAWS OF  
WATERFORD LAKES COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT is made this 22<sup>nd</sup> day of September, 2018, by WATERFORD LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, a majority of the Board of Directors of the Association (the "Board"), and not less than two-thirds (2/3) of the votes of each Class of Members of the Association, adopted the "Amended and Restated By-Laws of Waterford Lakes Community Association, Inc." (the "Amended By-Laws") on January 19, 2000, which Amended By-Laws were recorded on February 24, 2000, at O.R. Book 5948, pages 1302, *et seq.*, of the Public Records of Orange County, Florida; and

WHEREAS, a majority of the Board and not less than two-thirds (2/3) of the votes of each Class of Members of the Association have adopted certain changes to the Amended By-Laws;

NOW, THEREFORE, the Amended By-Laws are amended as follows:

1. Article II, Section 1, will be amended to read as follows:

"Section 1. Membership. The Association shall have one Class ~~two Classes~~ of Members ("Members") as set forth in the Declaration, Articles and as follows:

- (a) Class A Members. Class A Members shall consist of the following:

- (1) Associations. Every condominium or homeowners' association existing or hereafter created with responsibility for the administration, management and operation of a condominium or other residential community constructed or to be constructed in the Development, whose members are subjected by the Declaration to assessments by the Association, shall be a Class A Member. Each such association shall become a Class A Member upon the recording of a declaration of condominium or a declaration authorizing the establishment of a homeowners' association. As a Class A Member, such association shall represent the interests of all of its members. As a Class A Member, such association shall

also be represented by one delegate hereinafter referred to as the "Neighborhood Representative". The Neighborhood Representative shall act for, and on behalf of, the condominium or homeowners' association he or she represents and all members thereof in connection with any and all Association business.

(2) Dissolved Associations. If any condominium or homeowner's association that was a Class A Member dissolves, then the Owners, ~~other than the Declarant or a Builder,~~ of Lots or Units within the development formerly represented by such dissolved association, shall appoint, by the majority vote of such Owners present at an annual meeting of such Owners, a Neighborhood Representative to cast all votes to which the dissolved association would have been entitled as a Class A Member if not dissolved and an Alternate Neighborhood Representative to cast such votes in the event the Neighborhood Representative resigns, is unable, unavailable or refuses to serve or is removed by such Owners (as provided below). The person then serving as either the Neighborhood Representative or the Alternate Neighborhood Representative, as the case may be, shall continue to serve in such capacity until the earlier of (i) the election, by majority vote of such Owners present at the next annual meeting, of a successor to serve in such capacity; (ii) his or her resignation or (iii) his or her removal, by majority vote of such Owners present at a special meeting of the Owners called for such purpose. At any time there is not a Neighborhood Representative or an Alternate Neighborhood Representative then serving, then such Owners shall proceed to elect a Neighborhood Representative or an Alternate Neighborhood Representative, or both, as the case may be, to act on behalf of such Owners. The Owners of Lots or Units within a development formerly represented by a dissolved association shall have no right to a representative or direct vote as a Class A Member with regard to the affairs of the Association during such time that a Neighborhood Representative or an Alternate Neighborhood Representative is not then acting in such capacity on behalf of such Owners.

(3) Declarant. ~~The Declarant shall be a Class A Member.~~

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~~(4) Owners of Rental Apartment Buildings. The Owner of each Rental Apartment Building in the Development shall be a Class A Member. Each such owner shall become a Class A Member upon the recording of a Deed conveying the Rental Apartment Building to such Owner. In the event a Rental Apartment Building is converted to a condominium, the membership of the Owner of the Rental Apartment Building shall immediately terminate.~~

~~(b) Class C Members. Class C Members shall consist of all Builders who own Units or Lots in the Development. A Builder shall become a Class C Member upon the recording of a Deed under which the Declarant conveys one or more Lots to such Builder.~~

Membership in the Association shall not be assignable, except to the successor-in-interest of the Member.

2. Article II, Section 2, subpart (a), shall be amended to read as follows:

~~“Class A Members. Each Class A Member that is, which will be that is an association or a dissolved association, shall be entitled to one vote for each Unit that is owned by a member of such association or dissolved association and that is within the Neighborhood being maintained by such association, or within the Neighborhood formerly being maintained by such dissolved association, other than Units owned by the Declarant or a Builder. Each Class A Member that is the Owner of a Rental Apartment Building shall have one-fourth (1/4) of a vote for each Unit in the Rental Apartment Building that is subject to assessment by the Association. The Declarant shall be entitled to one (1) vote for each Lot or Unit owned by the Declarant, which is subject to assessment by the Association. In no event shall more than one vote be cast with respect to any Unit.~~

3. Article II, Section 2, subpart (b), shall be deleted in its entirety.

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4. Article VI shall be amended to read as follows:

Section 1. Payment. The Association shall obtain funds with which to operate by assessment of each member of a Class A Member that is an association or is a dissolved association, ~~each Builder and the Declarant~~ in accordance with the provisions of the Declaration as supplemented by the provisions of the Articles of the Association relating thereto. Said assessments shall be payable annually, monthly, or quarterly, at the option of the Board, in advance, without notice, and shall be due on the first day of each month or quarter. Unless otherwise required by the Board, assessments may not be made payable less frequently than monthly. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors.

Section 2. Special Assessments. Special Assessments for charges by the Association against the members of a Class A Member that is an association or is a dissolved association ~~and Builders~~ for expenses other than Common Expenses or for Common Expenses for emergencies that cannot be paid from the Annual Assessments for Common Expenses shall be levied in the same manner as herein provided for regular Assessments, except that notice thereof shall be given and they shall be payable in the manner determined by the Board.

Section 3. Past Due Assessments. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the filing of a claim of lien as set forth in the Declaration.

Section 4. Default. As more fully provided in the Declaration, each member of a Class A Member that is an association or a dissolved association, ~~each Builder and the Declarant~~ is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If any assessment is not paid within fifteen (15) days after the due date thereof, there shall be added to the amount of such assessment all costs incurred by the Association at any time in connection with the collection of the amount due, which may include, but shall not be limited to, a reasonable administrative late fee, any fee charged by a management company retained by the Association for collecting such unpaid assessment and any reasonable attorney's fees incurred by the Association in collecting such unpaid assessment.

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If the assessment is not paid within ~~thirty (30)~~ fifteen (15) days after the due date thereof, the assessment shall bear interest from the due date at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. In the event a judgment is obtained against such Owner, such judgment shall include interest accrued on and the costs of collection of the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of bringing the action. In addition, all costs and reasonable attorney's fees incurred by the Association in connection with a bankruptcy proceeding or mortgage foreclosure proceeding involving an Owner or a lien recorded by the Association against the subject property of an Owner shall be reimbursed by said Owner within thirty (30) days of written notice by the Association. Any amounts not paid within this period shall be secured by the lien described in Section 3 immediately above and may be enforced in the manner provided in the Declaration. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

In addition to the above and subject to the approval and ratification of the Board of Directors of the Association, the Association, if applicable, shall have the right to (a) suspend any Unit Owner and/or authorized user of the recreation facilities from the use of such recreational facilities for any infraction of the promulgated rules and regulations pertaining to said recreation facilities, for a period not to exceed sixty (60) days, and during said period of suspension, there shall be no reduction in the Assessments due and payable from said Unit Owner and/or authorized user and (b) deny to the Unit Owner and/or the authorized user of the recreation facilities, the use and enjoyment of the facilities until such time as all Assessments are paid if a Unit Owner fails to pay an Assessment within ten (10) days after its due date.

5. Article VII, Section 5, shall be amended to read as follows:

Limitation. Notwithstanding anything contained in these By-Laws to the contrary, no amendment shall make any changes in the qualifications for membership nor in the voting rights of Owners without approval in writing by all Class A Members. ~~No amendment shall be made that is in conflict with the Act or the Declaration, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Declarant or an affiliate of the Declarant, unless the Declarant shall join the execution of the Amendment.~~

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6. Article XI, Section 2, shall be amended to read as follows:

Inspection of By-Laws. The Association shall keep in its office for the transaction of business the original or a copy of these By-Laws as amended or otherwise altered to date, certified by the Secretary, which shall be open the inspection by the Members, members of the Class A Members that are associations or dissolved associations and all First Mortgagees at all reasonable times during office hours.

CERTIFICATION

By executing the present document, we hereby affirm the following:

1. The effective date of this amendment is the date first above written.
2. This amendment was approved by a majority of the Board of Directors of the Association.
3. A meeting was conducted on 9/22, 2018 to consider the present amendment.
4. Notice of that meeting, and a copy of this amendment, was sent to all Class A Members on 8/1, 2018.
5. There are currently only Class A Members of the Association. There are no Class B Members or Class C Members. Votes by Class A Members are to be cast by Class A Voting Members, who are defined in the Amended and Restated Declaration (of the Association) as the "Neighborhood Representatives".
6. The total number of votes that could be cast on this amendment by Class A Members of the Association was 3104.
7. The number of votes necessary to adopt this amendment was 2070, which represents two-thirds (2/3) of the votes of the Class A Members of the Association.
8. The number of votes cast at the meeting, by Class A Voting Members, in favor of this amendment was 2482 - 2482

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9. The number of votes cast at the meeting, by Class A Voting Members, against this amendment was 0.
10. Thus, this amendment was approved by affirmative vote of Class A Voting Members representing at least two-thirds (2/3) of the Class A votes of the Association.

IN WITNESS WHEREOF, this instrument has been executed as of the date first above written.

Witnesses:

Kenneth C. Cook  
Printed Name: KENNETH C. COOK

Rebecca Black  
Printed Name: REBECCA BLACK

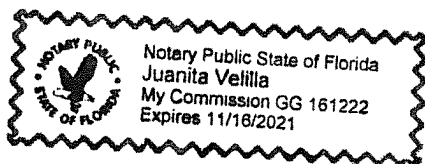
WATERFORD LAKES COMMUNITY ASSOCIATION, INC.

By: Valerie Enlow  
Printed Name: Valerie Enlow  
Title: President

By: Dennis A. Horazak  
Printed Name: DENNIS A. HORAZAK  
Title: Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me on Sept 22, 2018, by Valerie Enlow, the President of WATERFORD LAKES COMMUNITY ASSOCIATION, INC. and by Dennis Horazak, the Secretary of WATERFORD LAKES COMMUNITY ASSOCIATION, INC. They [] are personally known to me or [ ] have produced \_\_\_\_\_ as identification.



Juanita Velilla  
Notary Public (signature)

JUANITA VELILLA  
Typed/Printed name of Notary Public

GG 161222 Expires 11/16/2021