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**AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF WATERFORD LAKES RECORDED
IN OFFICIAL RECORD BOOK 4327, PAGE 3881**

THIS AMENDMENT TO AMENDED AND RESTATED MASTER COVENANTS, CONDITIONS AND RESTRICTIONS OF WATERFORD LAKES (this "Amendment") is made this 29th day of January, 2000 by **WATERFORD LAKES COMMUNITY ASSOCIATION, INC., f/k/a HUCKLEBERRY COMMUNITY ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association"), with a business address of 453 Mark Twain Blvd., Orlando, Florida 32828.

RECITALS

WHEREAS, Waterford Property Holdings, Inc., a Florida corporation, executed that certain Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes (the "Restated Declaration"), made as of December 31, 1990 and recorded on September 9, 1991, in Official Record Book 4327, Page 3881 et. seq., of the Public Records of Orange County, Florida;

WHEREAS, the Voting Members of the Association have the authority, pursuant to Article XV, Section 2 of the Restated Declaration, to amend the Restated Declaration by the affirmative vote or written consent, or any combination thereof, of Members representing three-fourths (¾) of the votes of each Class of Members of the Association;

WHEREAS, the Members of the Association desire to amend the Restated Declaration to correct certain typographical errors, change certain enforcement provisions and amend certain other provisions of the Restated Declaration as described below in this Amendment;

WHEREAS, as required under Article XV, Section 2 of the Restated Declaration, the Association provides the following information:

- a. notice of a meeting to be held on January 19, 2000 to discuss this Amendment was mailed to all Voting Members of record on January 12, 2000;
- b. each Voting Member waived additional notice of the meeting pursuant to Article XV of the Restated Declaration;
- c. the Association held a meeting to discuss the adoption of this Amendment on January 19, 2000;

- d. the Association has two (3) Classes of Members and the total number of votes of Members in the Association is 2,894 votes for Class A and 106 votes for Class C;
- e. approval of this Amendment requires an affirmative vote or written consent of Members representing three-fourths ($\frac{3}{4}$) of the votes of each Class of Members; and
- f. affirmative votes or written consents were received from Members representing 2,481 of the votes of Class A and 106 of the votes of Class C, and a total of 240 votes of Class A and 0 votes of Class C were cast against this Amendment.

NOW, THEREFORE, the Restated Declaration is amended as follows:

- 1. **Recitals.** The above recitals are incorporated herein by this reference.
- 2. **Definitions.** Capitalized terms not otherwise defined herein shall have the meaning ascribed thereto in the Restated Declaration.
- 3. **Amendment to Correct Typographic Errors.**
 - a. The reference in the last sentence of Article IV, Section 3.M. to "Article VI, Section 4" is hereby deleted and replaced with, "Article VI, Section 7".
 - b. The reference in the last sentence of Article IV, Section 3.N. to "Article VI, Section 4" is hereby deleted and replaced with, "Article VI, Section 7".
 - c. The reference in the second paragraph of Article VI, Section 7 to "Article IV, Section 3.O. or 3.Q." is hereby deleted and replaced with "Article IV, Section 3.N."
 - d. The reference in Article VI, Section 7 to "Article VI, Section 3.N. or 3.Q." is hereby deleted and replaced with "Article IV, Section 3.M."
 - e. The reference in Article XV, Section 18 to "Article VI, Section 7" is hereby deleted and replaced with "Article VI, Section 9".
- 4. **Amendment of Provisions of Restated Declaration**
 - a. The first paragraph, Paragraph A, under Article III, Section 2, titled "Allocation of Voting Rights," which begins "Members of the Association shall be allocated" and ends "... in which case the membership shall not convert." is hereby deleted and replaced with the following:

A. There shall be two (2) Classes of Members, Class A and Class C, and such Class A and Class C shall have voting rights, 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 this 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 homeowner's 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

and 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.

(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.

(c) Voting Rights of Class A Members. Each Class A Member that is an association shall be entitled to one vote for each Unit that is owned by a member of such association and that is within the Neighborhood being maintained by such 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.

(d) Voting Rights of Class C Members. Each Class C Member shall be entitled to one vote for each Lot or Unit owned by such Class C Member.

- b. The second sentence of Article VI, Section I which begins, "The Annual, Special and Neighborhood Assessments..." is hereby deleted and replaced with the following:

The Annual, Special and Neighborhood Assessments, together with interest thereon and costs of collection thereof, shall be a charge and continuing lien on the real property and improvements of the Owner against whom each such assessment is made, as further provided in Section 13 of this Article VI below.

- c. The first sentence of the first paragraph of Article VI, Section 13 which begins, "If any assessment is not paid on the due date..." is hereby deleted and replaced with the following:

If an assessment or any portion thereof (in the event the due date is extended by the Association pursuant to Section 11 of this Article VI) is not paid on its due date, then the entire assessment shall become delinquent and the entire assessment, together with interest thereon as provided below and costs of collection thereof, including a reasonable attorney's fee associated with recording a lien on the subject property and other costs incurred in connection with the collection of the amounts due as hereinafter provided, shall become immediately due and payable and shall be a continuing lien on the property and improvements thereon which shall bind such property in the hands of the then Owner and the Owner's heirs, personal representative and assigns.

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- d. The second paragraph of Article VI, Section 13 which begins, "If the assessment is not paid within thirty (30) days after the delinquency date..." is hereby deleted in its entirety and replaced with the following:

If an assessment or any portion thereof 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. If an assessment or any portion thereof is not paid within thirty (30) 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 this Section 13 above and may be enforced in the manner provided in this Declaration.

- e. Article IX, Section 2, titled "Enforcement," is hereby deleted in its entirety and replaced with the following:

Section 2. Enforcement. Failure of the Owner to comply with such restrictions, covenants, rules or regulations shall be grounds for action by the Association, which may include, without limitation, communications from counsel for the Association demanding compliance with said restrictions, covenants, rules or regulation and actions to seek recovery of damages, injunctive relief or any combination thereof, and costs and reasonable attorney's fees incurred in connection with communications with counsel for the Association or with bringing such actions. This includes, if necessary, costs and attorney's fees for appellate review.

The Association shall have the right to suspend the use of Common Areas and Lakes 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 the continuing violation period. In addition, the Association shall have the right to suspend the voting rights of any Owner for the nonpayment of regular assessments which are delinquent in excess of ninety (90) days during the term of the continuing delinquency. Both the Association and the Neighborhood Association (where violation has occurred with respect to a Unit within the jurisdiction of such Neighborhood Association) shall have the right to enforce the provisions of this Declaration, eviction proceedings or other self-help procedures appropriate to the violation.

- f. Article IX, Section 1.J. of the Declaration is hereby deleted in its entirety and restated as follows:

J. SHUTTERS, AERIALS AND ANTENNAS: No exterior, radio, television, dish antenna or other antenna or devise (for sending or receiving electromagnetic signals) greater than one (1) meter in

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diameter may be erected or maintained in Waterford Lakes, except that a master antenna system or systems may be constructed and maintained by the Declarant, the Association or their designees; provided, however, that the Association may adopt reasonable rules and regulations, not in violation of any federal or state law, regarding the location and appearance of any devices smaller than one (1) meter in diameter. Additionally, no hurricane or storm shutters shall be installed unless the same be of a type approved by the Association.

5. **Additions to the Declaration.**

- a. The following provision shall be added as Article IX, Section 4:

Section 4. Application of Partial Payments. Any payment received by the Association from or on behalf of an Owner shall be applied first to any interest accrued to the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collecting or otherwise incurred in connection with the enforcement of any of the terms of this Declaration, then to the delinquent assessment. Any additional funds shall constitute a credit to the Owner. or at the Owner's written request, shall be refunded to the Owner. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

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- b. The following sentences shall be added to Article VI, Section 11, titled "Date of Commencement of Annual Assessments; Due Dates," after the end of the second sentence of such Section 11:

In fixing said due date, the Board may also provide the Owners with the right to extend the due date for the Annual Assessments by making quarterly assessment payments to be received no later than thirty (30) days after the following dates: January 1, April 1, July 1, and October 1. The failure by an Owner to meet the deadlines for the receipt of quarterly assessments shall provide the Board with the immediate right to accelerate and declare immediately due and owing, the entire amount of the Annual Assessment, less quarterly payments received to date.

6. This Amendment shall be effective upon the date of recording in the Public Records of Orange County of the State of Florida.
7. All other provisions of the Declaration not expressly modified herein are hereby ratified and affirmed.

IN WITNESS WHEREOF, this Amendment was made and entered the date and year first written above.

WATERFORD LAKES COMMUNITY ASSOCIATION, INC., f/k/a HUCKLEBERRY COMMUNITY ASSOCIATION, INC., a Florida non-profit corporation

Witnesses

[Signature]
Print Name: William R. Norman, Jr.

[Signature]
Print Name: Thomas Bontemps

[Signature]
Print Name: William R. Norman, Jr.

[Signature]
Print Name: Thomas Bontemps

By: [Signature]
Print Name: Lucille L. Higgins
Its President

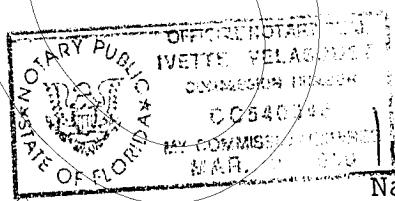
By: [Signature]
Print Name: HELENE PAULIN
Its Secretary

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Recorded - Martha O. Haynie

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before this 19th day of January, by both Lucille L. Higgins, as President of Waterford Lakes Community Association, Inc. f/k/a Huckleberry Community Association, Inc., and Helene Paulin, as Secretary of Waterford Lakes Community Association, Inc. f/k/a Huckleberry Community Association, Inc.



[Signature]
Signature of Notary Public

Ivette Velasquez
Name of Notary Public

Personally Known