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**SIXTH AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF MASTER COVENANTS, CONDITIONS
AND RESTRICTIONS OF WATERFORD LAKES**

THIS AMENDMENT is made this 22 day of May, 2021, by WATERFORD LAKES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Community Association").

WHEREAS, the Community Association is the homeowners' association for all properties within the Waterford Lakes Development in Orange County, Florida (the "Waterford Lakes Development"); and

WHEREAS, all properties within the Waterford Lakes Development are subject to the recorded declarations and amendments to declarations of the Community Association and its predecessor, the Huckleberry Community Association, Inc., including but not limited to, the following declarations and amendments thereto:

1. The "Declaration of Covenants and Restrictions of Huckleberry", recorded on April 4, 1985, at O.R. Book 3625, pages 2075, *et seq.*, of the Public Records of Orange County, Florida (the "1985 Declaration");
2. The "Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on October 21, 1986, at O.R. Book 3829, page 4121, of the Public Records of Orange County, Florida (the "October 1986 Amendment")¹;
3. The "Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on December 4, 1986, at O.R. Book 3841, pages 2994, *et seq.*, of the Public Records of Orange County, Florida (the "First Amendment");
4. The "Second Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on December 30, 1986, at O.R. Book 3848, pages 376, *et seq.*, of the Public Records of Orange County, Florida (the "Second Amendment")²;
5. The "Amendment to Declaration of Covenants and Restrictions Huckleberry", recorded on February 4, 1987, at O.R. Book 3859, pages 1028, *et seq.*, of the Public Records of Orange County, Florida (the "Third Amendment");

¹ The October 1986 Amendment was the first amendment to the 1985 Declaration. However, subsequent amendments to the 1985 Declaration incorrectly identified the second amendment as the first amendment to that declaration. Thus, the present Amendment will maintain that same identification and will list the second amendment as the first amendment, the third amendment as the second amendment, etc.

² As explained in footnote 1, the initial amendment to the 1985 Declaration, which is identified herein as the "October 1986 Amendment", was apparently overlooked by the drafter of the "Second Amendment" as the "Second Amendment" was, in actuality, the third amendment to the 1985 Declaration.

6. The “Fourth Amendment to Declaration of Covenants and Restrictions Huckleberry”, recorded on March 11, 1987, at O.R. Book 3867, pages 3353, *et seq.*, of the Public Records of Orange County, Florida (the “Fourth Amendment”);
7. The “Fifth Amendment to Declaration of Covenants and Restrictions Huckleberry”, recorded on March 11, 1987, at O.R. Book 3896, pages 2333, *et seq.*, of the Public Records of Orange County, Florida (the “Fifth Amendment”);
8. The “Sixth Amendment to Declaration of Covenants and Restrictions Huckleberry”, recorded on August 19, 1987, at O.R. Book 3913, pages 978, *et seq.*, of the Public Records of Orange County, Florida (the “Sixth Amendment”);
9. The “Seventh Amendment to Declaration of Covenants and Restrictions Huckleberry”, recorded on August 23, 1988, at O.R. Book 4007, page 3313, of the Public Records of Orange County, Florida (the “Seventh Amendment”);
10. The “Eighth Amendment to Declaration of Covenants and Restrictions Huckleberry”, recorded on December 9, 1988, at O.R. Book 4038, page 2832, of the Public Records of Orange County, Florida (the “Eighth Amendment”);
11. The “Eighth Amendment to Declaration of Covenants and Restrictions Huckleberry”, recorded on January 13, 1989, at O.R. Book 4047, page 4592, *et seq.*, of the Public Records of Orange County, Florida (the “Ninth Amendment”)³;
12. The “Amendment to the Declaration of Covenants and Restrictions of Huckleberry, Originally Recorded in Official Records Book 3625, Public Records of Orange County, Florida”, recorded on November 17, 1989, at O.R. Book 4133, pages 2122, *et seq.*, of the Public Records of Orange County, Florida (the “Tenth Amendment”);
13. The “Amendment to Declaration of Covenants and Restrictions Huckleberry”, recorded on November 17, 1989, at O.R. Book 4133, pages 2132, *et seq.*, of the Public Records of Orange County, Florida (the “Eleventh Amendment”);
14. The “Amendment to Declaration of Covenants and Restrictions of Huckleberry”, recorded on November 2, 1990, at O.R. Book 4233, pages 1467, *et seq.*, of the Public Records of Orange County, Florida (the “Twelfth Amendment”);
15. The “Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes”, recorded on September 19, 1991, at O.R. Book 4327, pages 3881, *et seq.* of the Public Records of Orange County, Florida (the “Restated Declaration”);
16. The “Amendment to Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes Recorded in Official Record Book 4327, Page 3881”, recorded on February 24, 2000, at O.R. Book 5948, Pages 1323, *et seq.* of the Public Records of Orange County, Florida (the “First Amendment to the Restated Declaration”);

³ The drafter of this document mistakenly labeled it as the “Eighth Amendment” although there was already a recorded document with that label. Thus, said amendment will be defined as the “Ninth Amendment”.

17. The “Second Amendment to Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes” recorded on June 14, 2016, as document no. 20160304282 of the Public Records of Orange County, Florida (the “Second Amendment to the Restated Declaration”);
18. The “Third Amendment to Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes” recorded on October 9, 2018, as document no. 20180594815 of the Public Records of Orange County, Florida (the “Third Amendment to the Restated Declaration”);
19. The “Fourth Amendment to Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes” recorded on February 25, 2020, as document no. 20200121738 of the Public Records of Orange County, Florida (the “Fourth Amendment to the Restated Declaration”);
20. The “Fifth Amendment to Amended and Restated Declaration of Master Covenants, Conditions and Restrictions of Waterford Lakes” recorded on September 23, 2020, as document no. 20200497324 of the Public Records of Orange County, Florida (the “Fifth Amendment to the Restated Declaration”);
and

WHEREAS, the Community Association wishes to further amend certain provisions in the Restated Declaration, as was previously amended by the First Amendment to the Restated Declaration, the Second Amendment to the Restated Declaration, the Third Amendment to the Restated Declaration, the Fourth Amendment to the Restated Declaration, and the Fifth Amendment to the Restated Declaration, through the adoption of the present “Sixth Amendment to the Restated Declaration” (the “Sixth Amendment”); and

WHEREAS, the requirements for the approval of the Sixth Amendment have been complied with in accordance with the terms and provisions of the Restated Declaration.

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

1. The title of Article IX (“ENFORCEMENT OF RULES AND REGULATIONS”), Section 1 (“Compliance by Owners; Initial Rules and Regulations”), subpart BB shall be changed from “TIME SHARES” to “TIME SHARES AND RENTAL RESTRICTIONS” and shall be amended to read as follows:

BB. TIME SHARES AND RENTAL RESTRICTIONS: No Lot or Unit shall be owned or used in multiple or time share ownership requiring registration pursuant to the provisions of the Florida Statutes, as amended from time to time, unless approved in writing by the Declarant.

A Unit located on a Lot may only be leased in accordance with the provisions of this section. Before a lease of Unit will be permitted, or a tenant's occupancy will be permitted, the following conditions must be met: (a) the entire Unit must be leased; (b) the lease must be in writing; (c) the lease must include a provision requiring the tenant to comply with the terms of the Restated Declaration and any other governing document of the Association, failing which the Association may terminate the lease; (d) a copy of the lease must be provided to the Association; (e) the lease term must be for a term of 3 months or longer; (f) copies of any lease renewals, which must also be for a term of 3 months or longer, must be provided to the Association. For purposes of this section, a Unit will be considered to be "leased" if the Owner of the Unit permits the Unit to be occupied by one or more individuals who provide consideration in exchange for that occupancy, in the form of rental payments or other value provided to the Owner, including, but not limited to, the rendering of services to the Lot or the Unit. A Unit will also be considered to be "leased" if any portion of the Unit is occupied by an individual in connection with the advertisement of any portion of the Unit for use as a "Bed and Breakfast Inn", an "Air BNB", or as a "vacation rental", or if any portion of the Unit is being used in a manner that would require the Owner to obtain a license, with the State of Florida, to operate the Unit as a hotel, a motel, a bed and breakfast inn, or a rooming house.

By leasing a Unit on a Lot, the Owner of that Unit agrees that any tenants and other individuals residing in the Unit are subject to all provisions of the Restated Declaration and any other governing document of the Association, and that the Association has the right to terminate the tenant's occupancy under the lease in the event of a violation of any provisions of the Restated Declaration or any other governing document of the Association which is not cured in response to the cure notice described below.

In the event that any of the conditions listed in (a) through (f) above are not met, or in the event a tenant or other individual residing in the Unit fails to comply with the terms of the Restated Declaration or any other governing document of the Association, the Association may send a demand for corrective action to the tenant and the Owner providing the tenant and the Owner a period of 15 days from the date of the notice to cure the non-compliance (the "Cure Notice"), failing which the Association may seek to terminate the lease and/or the tenant's right of occupancy and any reasonable attorney's fees and costs incurred by the Association in connection with the sending of the Cure Notice or in seeking the termination of the lease and/or the

tenant's right of occupancy shall be recoverable from the Owner. The Cure Notice must be sent by certified mail and regular mail to both the tenant and the Owner. A copy of the Cure Notice shall also be sent, via e-mail, to the Voting Member for the neighborhood association in which the Unit is located. Should the Owner fail to reimburse the Association for those attorney's fees and costs within thirty (30) days of the sending of a written demand by the Association, those charges shall be considered an "assessment" under Article VI of the Restated Declaration and the Association can pursue all collection rights provided within the Restated Declaration to collect that assessment, including those provided in Article VI, Section 13 of the Restated Declaration.

2. Article IX ("ENFORCEMENT OF RULES AND REGULATIONS"), Section 2 ("Enforcement") shall be amended to read as follows:

Section 2. Enforcement. Failure of the Owner or a tenant to comply with such restrictions, covenants, rules or regulations any provisions of the Restated Declaration or any other governing document of the Association 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 provisions, attendance at any required pre-suit mediations and actions-lawsuits to seek recovery of damages, injunctive relief, eviction of the tenant 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 shall be recoverable by the Association, regardless of whether a lawsuit is filed. This includes, if necessary, costs and attorney's fees for appellate review. All such costs and reasonable attorney's fees must be reimbursed to the Association within thirty (30) days of the sending of a written demand by the Association, failing which those charges shall be considered an "assessment" under Article VI of the Restated Declaration and the Association can pursue all collection rights provided within the Restated Declaration to collect that assessment, including those provided in Article VI, Section 13 of the Restated Declaration

The Association shall have the right to suspend the use of Common Areas and Lakes for any Owner or tenant violating ~~these Covenants and Restrictions~~ any provisions of the Restated Declaration or any other governing document of the Association 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 the 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.~~

CERTIFICATION

By executing the Sixth Amendment, we hereby affirm the following:

1. The effective date of the Sixth Amendment is the date first above written.
2. The Sixth Amendment was approved by a majority of the Board of Directors of the Association.
3. A meeting was conducted on May 22, 2021, to consider the Sixth Amendment.
4. Notice of that meeting, and a copy of the Sixth Amendment, was sent to all Class A Members on May 7, 2021.
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 Restated Declaration as the "Neighborhood Representatives".
6. The total number of votes that could be cast on the Sixth Amendment by Class A Members of the Association was 3104.
7. The number of votes necessary to adopt the Sixth Amendment was 2328, which represents three-quarters (3/4) of the votes of the Class A Members of the Association.
8. The number of votes cast at the meeting, by the Class A Voting Members, in favor of the Sixth Amendment was 2593.
9. The number of votes cast at the meeting, by Class A Voting Members, against the Sixth Amendment was 511.
10. Thus, the Sixth Amendment was approved by affirmative vote of Class A Voting Members representing at least three-quarters (3/4) of the Class A votes of the Association.

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

Witnesses:

Kenner C. Zook
Printed Name: Kenner C. Zook
Rebecca Black
Printed Name: REBECCA BLACK

WATERFORD LAKES COMMUNITY ASSOCIATION, INC.

By: *Alvin Little*
Printed Name:
Title: President

By: *Dennis A. Horazak*
Printed Name:
Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of May, 2021 by Alvin Little and Dennis A. Horazak, as President, and Secretary, respectively, of WATERFORD LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who are personally known to me or who have produced _____ as identification.



Lisa A. Carpenter
Notary Public (signature)

Typed/Printed name of Notary Public
Commission No. _____
My Commission Expires: _____