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

THIS AMENDMENT is made this 27th day of January, 2020, 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 "Eight 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”); and

WHEREAS, the Association wishes to amend certain provisions in the Restated Declaration though the adoption of the present “Fourth Amendment to the Restated Declaration” (the “Fourth Amendment”); and

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

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

1. Article IV, Section 3.M., shall be amended to read as follows:

M. Upon resolution of the Community Association Board, each Neighborhood shall be responsible for paying, through Neighborhood Assessments, costs of maintenance of Exclusive Common Areas associated with such Neighborhood as well as certain portions of the Common Property within or adjacent to such Neighborhood, which may include, without limitation, buildings and amenities within the Neighborhood, the costs of maintenance of any right-of-way and greenspace between the Neighborhood and adjacent public roads, private streets within the Neighborhood, and Lakes or ponds within the Neighborhood, regardless of ownership and regardless of the fact that such maintenance may be performed by the Community Association. All such properties within the Neighborhood shall collectively be referred to as the “Neighborhood Properties”. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to a declaration of covenants affecting the Neighborhood (the “Neighborhood Declaration”) shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Community Association may perform it and assess the costs against all Units or Lots within such Neighborhood as provided in Article VI, Section 7.8. If any such Neighborhood Association transfers to the Community Association title to, or the obligation to maintain or replace, all or a portion of the Neighborhood Properties, and the Community

Association accepts such transfer, all costs incurred by the Association in connection with the maintenance of, and replacement of, those Neighborhood Properties will be assessed against all Units or Lots within such Neighborhood as provided in Article VI, Section 8.

2. Article VI, Section 7, shall be amended to read as follows:

Section 7. Special Assessments. In addition to the Annual Assessments authorized by Section 4 hereof, the Community Association may levy in any fiscal year a Special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto; provided, such assessment shall have the affirmative vote or written consent, or combination thereof, of Voting Members representing at least two-thirds (2/3) of the votes of each class of Members. The obligation to pay Special Assessments shall be computed on the same basis as for Annual Assessments. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Community Association (by simple majority vote of the Board) may also levy a Special Assessment against any Member to reimburse the Community Association for costs incurred pursuant to Article IV, Section 3.N, in bringing a Member and his Unit or Lot into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Community Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. ~~The Association (by simple majority vote of the Board) may also levy a Special Assessment against the Units or Lots in any Neighborhood to reimburse the Association for costs incurred pursuant to Article IV, Section 3.M, in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Neighborhood Representative of the Neighborhood Association and an opportunity for a hearing.~~

3. Article VI, Section 8, shall be amended to read as follows:

Section 8. Neighborhood Assessments. In addition to the Annual Assessments and Special Assessments authorized by Section 4 hereof, ~~The~~ Community Association may impose a Neighborhood Assessment upon any Unit or Lot subject to the jurisdiction of a Neighborhood Association or a Neighborhood Committee which assessment shall be for Neighborhood

Expenses benefiting only Units within a particular Neighborhood. The Board shall be entitled to set Neighborhood Assessments only to the extent that this Declaration or the By-Laws specifically authorizes the Board to assess certain costs as a Neighborhood Assessment.

The Community Association (by simple majority vote of the Board) may levy a Neighborhood Assessment against all Units and Lots in any Neighborhood to reimburse the Association for costs incurred pursuant to Article IV, Section 3.M, in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Neighborhood Assessment may be levied upon the vote of the Board after notice to the Neighborhood Representative of the Neighborhood Association and an opportunity for a hearing.

The Community Association (by simple majority vote of the Board) may also levy a Neighborhood Assessment against the Units and Lots in any Neighborhood, after notice to the Neighborhood Representative of the Neighborhood Association, should one have been appointed, in the following circumstances.

First, ~~the~~ Neighborhood Association for each a Neighborhood may request that ~~additional services or a higher level of services be provided by the Community Association; accept title to, or accept the obligation to maintain or replace, all or a portion of the Neighborhood Properties.~~ In the event the Community Association accepts such transfer of title or accepts such obligation ~~and in such case,~~ any additional costs associated therewith shall be added to the imposed as the a Neighborhood Assessment. These additional costs, which may also include the additional administrative costs associated with managing the books and records of the Neighborhood Association, shall collectively be considered as "Neighborhood Expenses".

Second, if a Neighborhood Association has been dissolved, or it loses the ability to enforce the Neighborhood Declaration against some or all of the Units or Lots in any Neighborhood, the Community Association may, but is not obligated to, assume all or a portion of the obligations of the Neighborhood Association and it may choose to incur Neighborhood Expenses which shall be imposed as a Neighborhood Assessment.

Such Neighborhood Assessment may include, in addition to the anticipated "Neighborhood Expenses", a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Such Neighborhood Assessment Expenses shall be allocated equally among all Units within the Neighborhood benefitted thereby and levied as a Neighborhood Assessment. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be

levied on each Unit in the Neighborhood for the coming year to be delivered to each Owner of a Unit in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year.

In the event the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Neighborhood Assessments applicable to Owners that are members of a an existing or a dissolved Neighborhood Association shall be billed to such Neighborhood Association the members of that existing or dissolved Neighborhood Association. In the event an Owner fails to make payment of that Owner's pro rata portion of the Neighborhood Assessment by the deadline stated for the Neighborhood Assessment, the Community Association will be entitled to all enforcement rights, associated with the collection of that unpaid Neighborhood Assessment against a Unit or Lot, as are set forth in Article VI, Section 13. The Neighborhood Association shall have the initial responsibility for billing the Owner and collecting such assessments, which assessment will be deemed a debt of the Neighborhood Association. If the Neighborhood Association pays the assessment applicable to an Owner, but the Owner does not promptly reimburse the Neighborhood Association, such association shall be subrogated to the Association's lien rights herein provided.

CERTIFICATION

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

1. The effective date of the Fourth Amendment is the date first above written.
2. The Fourth Amendment was approved by a majority of the Board of Directors of the Association.
3. A meeting was conducted on January 27, 2020, to consider the Fourth Amendment.
4. Notice of that meeting, and a copy of the Fourth Amendment, was sent to all Class A Members on January 9, 2020.
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 Fourth Amendment by Class A Members of the Association was 3104.
- 7. The number of votes necessary to adopt the Fourth 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 Fourth Amendment was 2472.
- 9. The number of votes cast at the meeting, by Class A Voting Members, against the Fourth Amendment was 102.
- 10. Thus, the Fourth 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:

Lisa A. Carpenter
 Printed Name: LISA A. CARPENTER
Kenneth C. Zook
 Printed Name: KENNETH C. ZOOK

WATERFORD LAKES COMMUNITY ASSOCIATION, INC.

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

By: *Dennis A. Horzak*
 Printed Name: DENNIS A. HORZAK
 Title: Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of January, 2020 by Valerie Enlow and Dennis Horzak, 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.



Juanita Velilla
 Notary Public (signature)
Juanita Velilla
 Typed/Printed name of Notary Public
 Commission No. GG161222
 My Commission Expires: 11/16/2021