

Prepared by and return to:
Don H. Nguyen, Esq.
DHN Attorneys, PA
3203 Lawton Rd., Ste. 125
Orlando, FL 32803

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WINTERMERE POINT HOMEOWNERS ASSOCIATION, INC**

WHEREAS, Wintermere Pointe Homeowners Association, Inc. ("Association") is a homeowners association organized under the laws of the State of Florida and pursuant to the Declaration of Covenants and Restrictions Wintermere Pointe recorded at Official Records Book 5584, Page 4848 of the Public Records of Orange County, Florida ("Declaration"), and pursuant to Chapter 720, Fla. Stat.;

WHEREAS, Article VI, Section 18 of the Declaration provides that "Prior to the commencement of work described therein, all building plans and specifications (including plot plan, elevations, grading plan and material lists) for the construction, alteration or addition of Living Units of any structures, or for the erection of walls, hedges or fences, and all plans for the landscaping of yards, and all plans or agreements relation to the appearance, colors and materials to be used on the exterior of a structure shall be approved in writing by...the ARC."

WHEREAS, the Board of Directors has decided it is in the best interest of the Association to adopt guidelines to supplement Article VI, Section 18 of the Declaration;

WHEREAS, the Board of Directors has proposed the adoption of the Wintermere Pointe Homeowners Association Architectural Guidelines and Regulations ("Guidelines") attached hereto as **Exhibit A**; and

WHEREAS, the Board of Directors seeks to ratify, memorialize in written form, and incorporate the Guidelines into its written promulgate rules and regulations to be published hereafter with all such Association rules and regulations, until later amended to rescinded by the Board of Directors;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that the Guidelines attached hereto is ratified. Such Guidelines shall supplement and be hereafter incorporated into and published with all of the written rules and regulations of the Association.

PASSED AND DULY adopted at a meeting of the Board of Directors of Wintermere Pointe Homeowners Association, Inc., this 27th day of January 2022.

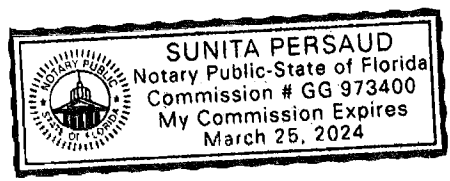
Wintermere Pointe Homeowners Association, Inc.

Marlene Gould
Name: Marlene Gould
Title: President

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th August, 2022 by Marlene Gould as President of Wintermere Pointe Homeowners Association, Inc, on behalf of the corporation. He/She has produced a driver's license as identification.

[Notary Seal]



Sunita Persaud
Notary Public

Printed Name: Sunita Persaud
My Commission Expires: 3/25/24

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS WINTERMERE POINTE**

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS WINTERMERE POINTE ("Fourth Amendment") is made and entered into this 8 day of AUGUST, 2022, by Wintermere Pointe Homeowners Association, Inc. (the "Association")

WITNESSETH

WHEREAS, HUBERT R. EARLEY caused for that certain Declaration of Covenants and Restrictions Wintermere Pointe to be recorded on October 6, 1998 in Official Records Book 5584, Page 4848, Public Records of Orange County, Florida ("Declaration"); as amended and supplemented by that certain Amendment and Supplemental Declaration of Covenants and Restrictions Wintermere Pointe recorded on April 19, 2001 in Official Records Book 6237, Page 5905, Public Records of Orange County, Florida ("First Amendment"); as amended by that certain Amendment to Declaration of Covenants and Restrictions of Covenants and Restrictions Wintermere Pointe, recorded on June 20, 2002 in Official Records Book 6549, Page 8618, Public Records of Orange County, Florida ("Second Amendment"); as amended by that certain Third Amendment to Declaration of Covenants and Restrictions Wintermere Pointe recorded on October 23, 2017 in Official Records Book of Orange County Florida at Document Number 20170580065 ("Third Amendment");

WHEREAS, Article VII, Section 1 of the Declaration provides that the Declaration may be amended with the consent of at least two-thirds (2/3) of the Owners;

WHEREAS, the Class B membership has ceased;

WHEREAS, the Association desires to amend the Declaration as more fully set forth below.

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. **Amendment.** The Declarant having full authority to make such amendments, modifies the Declaration as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

a. Article IV, Section 2 h. shall be amended as follows:

SECTION 2. h. In addition to the maintenance herein provided, provide landscape maintenance to any Lot or exterior maintenance upon any improvements or structure erected

upon any Lot which, in the Association's opinion, requires such maintenance because said landscaping, improvements or structures are being maintained in a sub-standard manner. The Association shall notify the Owner of said Lot in writing, specifying the nature of the condition to be corrected, and if the Owner has not corrected or does not begin and diligently pursue to correct same within ~~fifteen (15)~~ seven (7) days after the date of said notice, the Association (after approval of a majority affirmative vote of the Board of Directors) may correct such condition. For reoccurring landscape maintenance violations, the Board of Directors may correct such reoccurring violation after three (3) days notice to Owner. For the purpose of performing the exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or exterior of any structure or improvement at reasonable hours on any day. The cost of such maintenance shall be assessed against the Lot upon which such maintenance is performed, but shall not be considered part of the annual maintenance assessment or charge. Any such special assessment or charges shall be a personal obligation of the Owner and a lien upon said Owner's Lot and shall become immediately due and payable in all respects, together with interest calculated at the highest rate allowable by Florida law, attorneys fees, court costs and other fees or costs of collection as provided for other assessments of the Association.

b. Article V, Section 16 shall be amended as follows:

SECTION 16. Leasing of Living Units. ~~No Living Unit may be lease or rented for a term shorter than thirty (30) consecutive days. No Owner may lease or rent his or her Living Unit without the prior written approval of the Association. The lease or rental of Living Unit by Owner shall be subject to the following provisions:~~

- (a) No Owner shall enter into a lease, rental agreement, or other similar conveyance of use of a Living Unit during the first twelve (12) months of ownership of that Living Unit.
- (b) No Living Unit may be leased or rented for a term shorter than one (1) year.
- (c) No bed and breakfast facility may be operated out of a Living Unit. Individual rooms of a Living Unit may not be leased on any basis. No transient tenants may be accommodated in a Living Unit.
- (d) Leases shall be in writing and shall provide (or if not provided, shall be automatically deemed to provide) that Association shall have the unilateral right to terminate the lease upon default by the tenant in observing any of the provisions of the Association's governing documents or other applicable provisions of any agreement, documents, or instrument governing the Association. Effective as of the date of recording of this amendment to the Declaration, each Owner hereby acknowledges and agrees that any and all leases entered into by such Owner hereby acknowledges and agrees that any and all leases entered into by such Owner in connection with his or her Living Unit shall be deemed to incorporate by this reference a collateral assignment of rents and leases in favor of the Association in the events such Owner leasing his or her Living Unit is past due in the payment of his or her assessments, which collateral

assignment of rents and leases shall provide Association with the power and authority to take actions including, but not limited to: (i) collecting rents now due or that become due directly from such Owner's tenant(s) (or other party in possession of the Living Unit); and/or (ii) pursuing and all legal remedies available against such Owner and/or such Owner's tenant(s) including, but not limited to actions for eviction of such Owner's tenant(s). Owners are responsible for providing their tenants with copies of all such Association Documents or instruments at such Owner's sole cost and expense.

(e) No subleasing or assignment of lease rights by tenant is permitted. In no event shall occupancy of a leased Living Unit (except for temporary occupancy by visiting guest(s)) exceed two (2) persons per bedroom.

(f) Should an Owner wish to lease his/her Living Unit he/she shall deliver to the Board of Directors of the Association a written Notice that the Owner(s) intend to lease the Living Unit, along with the following:

- (1) Name, address and social security number of the proposed lessee(s);
- (2) a correct and complete copy of the proposed lease;
- (3) a list of the types of vehicles owned by the proposed lessee(s) and the vehicle identification numbers;
- (4) information regarding the intended use of the Living Unit by the proposed lessee(s)
- (5) such other information as is requested by the Association, provided that the Association makes such request within fifteen (15) days from receipt of the Notice from the Owners; and
- (6) a check payable to the Association in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) to defray the cost of reviewing the above-listed information of the proposed lessee(s).

(c) The Association must, within thirty (30) days after its receipt of the information required above, either approve or disapprove the proposed lease.

(d) No more than ten (10%) percent of the Living Units may be leased or rented at any given time. The Association shall not approve any lease unless fewer than ten (10%) percent of the Living Units are currently being leased or rented. Any proposed new lease submitted to the Association before the effective date of this amendment shall be exempt from the ten (10%) cap contained herein. For purposes hereof, the term "effective date" means the date of recording the amendment in the Public Records of Orange County, Florida. Existing leases shall be included in calculating the ten (10%) percent cap for any proposed new lease submitted after the effective date; however existing leases shall not be impaired or affected by the ten (10%) percent cap contained herein. For purposes hereof, the term "existing leases" shall mean those leases in effect on or before the effective date hereof and any renewals or extensions thereof, provided such renewals or extensions are with the same lessee(s).

(e) The Board of Directors of the Association shall have the authority to grant an exception to the above covenants in case of hardship.

c. Article VII, Section 1 shall be amended as follows:

SECTION 1. Term and Amendment. The terms, provisions, restrictions and easements set forth or created in this Declaration shall run with the land, regardless of whether or not they are specifically mentioned in any deeds or instruments of conveyance for any Lots in the Development subsequent to the execution hereof and shall be binding on all parties and all persons claiming an interest in the Subject Property under deeds for a period of fifty (50) years from the date this Declaration is recorded, after which time this Declaration shall automatically extend for successive periods of ten (10) years each, unless prior to the commencement of any ten (10) year period an instrument in writing, signed by a three-quarters (3/4) majority of the Owners of Lots in the Development, has been recorded in the Public Records of Orange County, Florida, which said instrument rescinds this Declaration, except as hereafter specifically provided. Subject to the provisions of Section 19, Article V, this Declaration may not be amended without the consent of at least ~~two-thirds (2/3)~~ one-fourth (1/4) of the Owners, subject to either Veterans Administration or Fair Housing Administration approval as long as there is a Class B Member (which approval need not be evidenced of public record). No amendment of this Declaration shall be effective which requires Developer to relinquish any rights reserved to Developer under this Declaration. Notwithstanding anything contained herein to the contrary, Developer has the unrestricted right to make Additions to Subject Property by recording a Supplemental Declaration. Any amendment to this Declaration which alters any provision relating to the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

3. **Effect of this Amendment.** Except as modified by, all other terms and provisions of the Declaration shall remain applicable, unchanged, and in full force and effect.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the undersigned has caused this FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS WINTERMERE POINTE to be executed as of the date set forth adjacent to its signature below.

WITNESSES

Wintermere Pointe Homeowners Association, Inc.

[Signature]
Print Name: Sharice White

[Signature]
Print Name: Marlene Gould
As Its: President

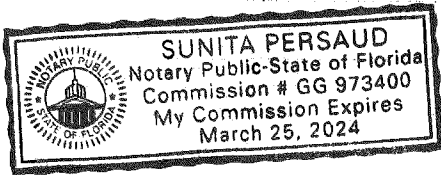
[Signature]
Print Name: Judith Brown

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th August, 2022 by Marlene Gould, as President of Wintermere Pointe Homeowners Association, Inc, on behalf of the corporation. He/She has produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public



Printed Name: Sunita Persaud
My Commission Expires: 3/25/24