

Prepared by:
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Orlando, Florida 32814

**CERTIFICATE OF AMENDMENT TO THE SECOND AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS &
RESTRICTIONS FOR EMERALD ISLAND RESORT**

THE UNDERSIGNED, being the duly elected and acting President of Emerald Island Resort Master Association, Inc., a Florida corporation not for profit, does hereby certify that the following amendment was duly approved by a two-thirds (2/3) vote of the Board of Directors pursuant to Article 13.2, of the Second Amended and Restated Master Declaration of Covenants, Conditions, Easements & Restrictions of Emerald Island Resort, as originally recorded in Official Records Book 4779, Page 1911 of the Public Records of Osceola County, Florida (“Declaration”); at a meeting of the Board of Directors held on January 21, 2021 after due notice in accordance with Florida Statute 720 and the Emerald Island Resort Declaration.

THEREFORE, the undersigned certifies that the following amendment to the Second Amended and Restated Master Declaration of Covenants, Conditions, Easements & Restrictions of Emerald Island Resort, as originally recorded in Official Records Book 4779, Page 1911 of the Public Records of Osceola County, Florida, is as follows, and shall be incorporated as an official amendment to the Second Amended and Restated Master Declaration of Covenants, Conditions, Easements & Restrictions of Emerald Island Resort:

As used herein the following shall apply:

- a. Words in the text that are ~~lined through~~ (stricken out) indicate deletions from the present text.
- b. Words in the text which are underlined shall indicate additions to the present text.

ARTICLE 9: USE AND CONDUCT; ENFORCEMENT

...
9.4 Leasing/Rental of Residential Unit. An Owner may put out for Lease, Long Term Lease, Short Term Vacation Rental or Transient Occupancy, and then only in accordance with this Article 9, Section 9.4. Individual rooms may not be rented or leased on any basis (i.e., long term, vacation rental, or transient), including, but not limited to, hostels, bed and breakfast facilities, etc. An Owner must lease the entire Residential Unit.

...
B. Long Term Leasing. No Owner shall Lease his/her Residential Unit for a period in excess of six (6) months without prior written approval of the Association pursuant to the procedures set forth herein. Any

rentals and/or occupancy, including renewals or rollovers of Short Term Vacation Rentals or Transient Occupancy for a period in excess of 180 (one-hundred and eighty days), within a 12-month period, without written approval of the Board of Directors, is a violation of the Long Term Leasing provision of the Governing Documents. The Association will not approve a lease that is for a period greater than 365 (three hundred sixty-five) days. An Owner may not lease his/her/their/its Residential Unit within the first six (6) months after the Owner acquires title to the Residential Unit, except for Residential Units owned by the Association or a Neighborhood Association. All Leases shall be in strict conformance to the requirements of this Article 9, Section 9.4(B).

BE IT RESOLVED: That the Second Amended and Restated Master Declaration of Covenants, Conditions, Easements & Restrictions of Emerald Island Resort be and is hereby amended. WITNESS my signature hereto this 2 day of ~~January~~, 2021 in Osceola County, Florida.
FEBRUARY

Emerald Island Resort Master Association, Inc., a Florida Not-for-Profit Corporation

By: Tami Brown
Tami Brown, President
Emerald Island Resort Master Association, Inc.

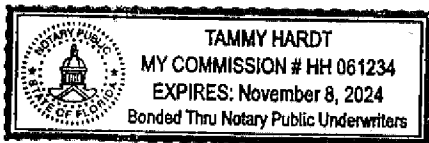
Jenna Coe
Witness
Dawn Reiter
Witness

By: Jesse Marple
Jesse Marple, Secretary
Emerald Island Resort Master Association, Inc.

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on this 2nd day of ~~January~~, 2021 by Tami Brown, in her capacity as President and Jesse Marple in his capacity as Secretary. Each are personally known to me or have produced _____ as identification, to be the person who executed the foregoing instrument by authority of and on behalf of Emerald Island Resort Master Association, Inc., and who did take an oath.

Tammy Hardt
Signature of Notary Public State of Florida



TAMMY HARDT
Name of Notary Printed, Typed or Stamped

My commission expires: