

Prepared by:  
Pennie S.A. Mays, Esq.  
Glazer & Sachs, P.A.  
4767 New Broad Street  
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 November 14, 2019 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 1: DEFINITIONS**

...

1.15 “Lease” or “Long Term Lease” shall mean and refer to an Owner’s grant to another of a temporary right to use and possession of such Owner’s Lot or Residential Unit for a period in excess of six (6) months but not more than one (1) year for valuable consideration. The term “Lease” shall not include or refer to the term “Short Term Vacation Rental” or “Transient Occupancy” as hereinafter defined.

....

1.31 “Short Term Vacation Rental” or “Transient Occupancy” shall mean and refer to any Owner’s temporary grant to another of the right to use and occupy such Owner’s Lot or Residential Unit for a

period up to (6) monthsa, in exchange for valuable consideration. The terms “Short Term Vacation Rental” and/or “Transient Occupancy” shall not mean or refer to the term “Lease” or “Long Term Lease” as above defined.

## ARTICLE 9: USE AND CONDUCT; ENFORCEMENT

...

9.3 Use Restrictions. The following restrictions shall apply to all the Master Property until such time as they are amended, modified, repealed, or limited by rules of the Master Association adopted pursuant to this Article 9 of the Master Declaration.

...

### B. Transient Occupancy.

1. Transient Occupancy. Notwithstanding anything contained in this Master Declaration to the contrary, it is the specific intent of the overall development and scheme of the Master Property that, subject to applicable governmental regulations, transient rentals be permitted to occur in all Resident Units, as further addressed in Section 9.4(A).

2. Long Term Occupancy. Notwithstanding anything contained in this Master Declaration to the contrary, it is the specific intent of the overall development and scheme of the Master Property that, subject to applicable governmental regulations, transient rentals be permitted to occur in all Resident Units, as further addressed in Section 9.4(B).

...

9.4 Leasing/Rental of Residential Unit. An Owner may ~~Lease or~~ put out for Lease, Long Term Lease, Short Term Vacation Rental or Transient Occupancy only such Owner's entire Residential Unit, 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. 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/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 writing and shall be~~ in strict conformance to the requirements of this Article 9, Section 9.4(B).

### 1) Leasing Approval Process.

(i) Prior to commencement of a Lease, an Owner intending to make a bona fide lease of his/her Lot (“Landlord”) shall submit to the Association (1) his/her written notice of such intention, together with the written name and address of the intended Tenant(s); (2) such other information concerning the intended Tenant(s) as the Association may reasonably require; (3) payment of a fee to cover the cost of a background check (including, but not limited to, social security number verification; credit history; eviction history; criminal history) to be performed by the Association

~~and/or its agents (the "Lease Application Fee"); and (4) an executed copy of the proposed lease (collectively, a "Lease Application").~~

~~Notwithstanding the immediately preceding paragraph, a Landlord Owner will not need to pay a Lease Application Fee if such Landlord Owner has conducted a background check on the intended Tenant(s) and includes it with the Lease Application; provided, however, if the Association, in its sole discretion, does not believe such background check was adequate, the Association may provide written notice to the Landlord Owner of such inadequacy and require payment of a Lease Application Fee in order to conduct its own background check on the intended Tenant(s) (in such event, the Lease Application will not be deemed complete until the Association's receipt of the Lease Application Fee).~~

~~The Association will maintain a schedule of costs comprising the Lease Application Fee for review and inspection by an owner and/or prospective Tenant; provided, however, the Association reserves the right to adjust the Lease Application Fee without notice to the extent the third party costs comprising the Lease Application Fee are subject to change by such third parties at any time. From time to time, the Association's Board of Directors may promulgate policies, procedures or rules and regulations related to the approval of Long Term Leases.~~

If the Residential Unit is occupied by Tenant(s) and the Owner is delinquent in paying any monetary obligation due to the Association, as permitted by Section 720.3085(8), Fla. Stat., the Association may demand that the Tenant(s) pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Residential Unit have been paid in full to the Association and the Association releases the Tenant(s) or until the Tenant(s) discontinues tenancy in the Residential Unit.

Each Owner covenants and agrees that any lease entered into after the recording date of this amendment shall incorporate the Association's authority and ability to: (1) evict Tenants; and, (2) demand that rental payments are made directly to the Association in the event of the Owner's delinquency; and that the Tenant(s) by leasing the Residential Unit, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it same is not expressly stated in Tenant(s) lease agreement with the Owner.

(ii) ~~Upon receipt of a complete Lease Application, the Association shall have thirty (30) days within which it may approve or disapprove of such lease and send written notice hereof to the Landlord Owner. If disapproved, the purported Landlord Owner shall not lease his/her Lot to such proposed Tenant(s).~~ Leasing Cap. No more than 3% (three-percent) of Residential Units in Phase 1 of the Emerald Island Resort Villas (a Neighborhood Association); Phase 2 of Emerald Island Villas (a Neighborhood Association); or, the Manors at Emerald Island Resort (a Neighborhood Association) may be leased at any time ("Leasing Cap"). To the extent that the number of Residential Units leased exceed the Leasing Cap on the date this amendment is recorded ("Existing Leases"), such Existing Leases will be grandfathered in and will not be affected by or considered in violation of the Leasing Cap. Existing Leases may

continue in effect or may be renewed with the same Tenant(s) without violating the Leasing Cap. The Association will not approve any new leases, including any modification of any Existing Leases, where such lease would exceed the Leasing Cap.

(iii) Lease Application Procedures. These Lease Application Procedures shall apply to all new leases, as well as renewals of existing leases.

a. At least thirty (30) days prior to leasing a Residential Unit, Owner shall submit to the Association a lease application ("Lease Application") in a form approved by the Association and including: the names and all telephone numbers of the Tenant(s) and occupants; a description all vehicles to be kept by the Tenant(s) and occupants; registration form for all pets to be kept in the Residential Unit or upon the Lot; the proposed term of the lease; the name, address, all telephone numbers and emergency contact information for the Owner for electronic, overnight and standard U.S. mail; criminal background check; credit reports, eviction history and any other information reasonably requested by the Association.

1. The Association will consider the nature, severity, and recency of criminal convictions when reviewing criminal background checks. In addition, the Association will consider, relevant mitigating information provided by the prospective Tenant or occupant submitted at the time of the Lease Application. Prospective Tenant(s) and/or occupant(s) with criminal convictions may submit relevant evidence regarding the facts or circumstances surrounding the criminal conduct; the age of the individual at the time of the conduct; evidence that the individual has maintained a good tenant history before and/or after the conviction or conduct; and evidence of rehabilitation efforts.

2. At no time will registered sex offenders from any jurisdiction be granted approval to reside on a Residential Lot.

b. Owner shall submit a copy of the proposed lease with the Lease Application.

c. Owner shall submit a Lease Application fee in an amount to be determined by the Board of Directors from time to time ("Lease Application Fee"). The amount of the Lease Application Fee shall be determined annually by the Board of Directors and thereafter become part of the Association's rules and regulations. Unless otherwise specified by the Board in the Association's rules and regulations, the Lease Application Fee shall be \$100.00.

- d. Any Lease Application which is not approved by the Association within thirty (30) calendar days of the Association's receipt of same shall be deemed disapproved.
- e. An Owner who is delinquent in any monetary obligation to the Association, in violation of any provision of the Governing Documents, or who fails or refuses to provide the completed Lease Application, a copy of the proposed lease, and pay Lease Application Fee shall not be approved for rental or rent his/her/its Residential Unit.

(iv) Any Lease that has not been subject to the Association's review and approval thereof, including any renewal of a previously approved Lease, shall be void.

2) Lease Agreement Requirements. A Lease of any Lot Residential Unit shall be in writing and meet and comply with all of the following requirements. Any Lease submitted for Association approval that fails to meet and comply with all such requirements shall be automatically disapproved.

(i) All Leases shall have a term of no less than six (6) months nor more greater than twelve (12) months, ~~except with the Board's prior written consent. No Owner may rent a Lot more than twice in any twelve (12) month period, even if a Tenant defaults on a Lease and/or abandons possession of the Lot before the expiration of the Lease term.~~ Unless approved by the Association, in writing, there shall be no subleasing of a Residential Unit or assignment of a lease.

(ii) Each Lease shall set for the name, address and telephone number of the ~~Landlord~~ Owner and of the Tenant(s) and occupants; the date the Tenant(s) and occupants occupancy is to commence and end; a description of each motor vehicle owned or operated by the Tenant(s) or ~~members of the Tenant's household~~ occupants; and a description of all pets to be kept at the Residential Unit.

(iii) ~~All Leases shall include language expressly providing that the Association is an intended third party beneficiary thereof, and that the Association has the right, but not obligation, to enforce the terms and conditions of such leases against the Tenant(s) or Owner.~~

(v) ~~No Lease shall bind the Association as to any prior notice requirements; nor shall any other conditions be imposed on the Association's rights as a third party beneficiary of the lease.~~

(vi) Occupancy of a leased Lot Residential Unit shall only be by the Tenant(s) and occupants identified on the lease and Lease Application. ~~and Tenant's family members, within the first degree of relationship by blood, adoption or marriage.~~

(vii) Acknowledgment by Tenant(s) of Association's authority as outlined in Article 9, Section 9.4(B)(1)(i), above, as well as Article 9, Section 9.4(B)(3)(iii), below.

(viii) Acknowledgement by Tenant(s) that the Tenant(s) have received a copy of the Association's Governing Documents and that the Tenants and all occupants and their respective guests and invitees will comply with same.

3) Compliance and Enforcement. All of the provisions of the Governing Documents shall be applicable and enforceable against any Person occupying a Lot Residential Unit as a Tenant and/or occupant to the same extent as against an Owner.

(i) ~~The Landlord Owner shall be responsible for providing a copy of the Governing Documents to the Tenant prior to execution of the Lease and/or submission to the Association for its approval thereof; provided, however, the Landlord Owner's failure to so provide the Governing Documents shall not absolve any Tenant from the requirements to comply with the Governing Documents. All Tenants and occupants shall comply with the Association's Governing Documents.~~

(ii) The Landlord Owner shall be responsible for monitoring and enforcing his/her Tenant's or Tenants' compliance with the Governing Documents.

(iii) ~~A covenant on the part of each Tenant to abide by the Governing Documents, designating the Association as the Landlord Owner's agent with the authority to terminate any Lease agreement and evict the Tenant(s) in the event of breach of the Governing Documents, shall be deemed to be included in every Lease whether specifically expressed in such Lease agreement or not. Thus, a violation of the Governing Documents shall constitute a material breach of the Lease and grounds for damages, termination and eviction. Each Owner agrees to remove, at the Owner's sole expense, using any legal means available, including, but not limited to, eviction proceedings, any Tenant(s) and/or occupants, who rules or fail to comply with the Governing Documents. In the event (1) an Owner leases his/her/its Residential Unit without prior written approval of the Association; (2) an Owner refuses to remove his/her/its Tenant(s) and/or occupants who fail to comply with the Governing Documents; or, (3) an Owner, lessee, tenant, guest or occupant violates any provision of the Association's Declaration, Bylaws, Articles of Incorporation or Rules and Regulations, and any amendments thereto (collectively the "Governing Documents"), the Association shall have the authority but not the obligation to issue notice under Section 83.56, Florida Statutes ("Fla. Stat.") and sue for eviction under Sections 83.59-83.625, Fla. Stat., as if the Association were a landlord under part II of Chapter 83, Fla. Stat., if the Tenant fails to pay a monetary obligation. However, the Association is not otherwise considered a landlord under Chapter 83, Fla. Stat., and specifically has no obligations under Florida Statute Section 83.51.~~

In addition to the right of the Association to evict Tenant(s) and/or occupants, the Association also has the right to enforce the Governing Documents and applicable Florida Statutes, as permitted by Article 9, Section 9.5, including, but not limited to, fines, suspension of the right to vote, suspension of the right to use any recreational facilities within the Master Property, self-help to cure violations, suspension of

services provided by the Association to the Owner's Lot, as well as an action for damages and/or injunctive relief against the Owner, Tenant(s) and/or occupants.

The Owner is jointly and severally liable with the Tenant(s) for any and all attorney fees and costs related to any legal action taken pursuant to this section. All expenses of the Association in connection with any such actions or proceedings, including court costs, attorneys' fees, and any other fees and expenses, all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against the Owner, and shall be added to and deemed part of his/her/its respective Individual Assessment (to the same extent as the lien provided herein for unpaid assessments in Article VI), upon the Residential Unit and upon all of the additions and improvements thereto, and upon all his personal property related to the Residential Unit. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

~~(iv) Each Landlord Owner irrevocably appoints the Association as his/her agent authorized to bring actions in such Landlord Owner's name and at such Landlord Owner's expense, including proceedings for injunction, damages, termination, and eviction.~~

~~(v) Notwithstanding any condition of any Lease to the contrary, eEach Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the Community that the Owner shall be jointly and severally liable responsible for any damages and costs of any kind or nature incurred by the Association arising out of or related to Owner's Tenant(s) and/or occupants, and their respective guests' violation(s) of the Governing Documents and/or damage to the Common Area, Common Property and Master Property resulting from the acts or omissions of her/his Tenant(s), other Occupants of the leased Lot, and their respective guests, to the same extend that such Owner would be liable for such violation(s) if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by her/his Tenant(s), and the Association shall have the right to take any action or seek any remedy for the Tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the Tenant.~~

- 4) Use of Common Property. An Owner whose Lot Residential Unit is Leased may not use any portion of the Common Property (except for ingress to and egress from the Lot) during the Lease term.

**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 21 day of November, 2019 in Osceola County, Florida

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

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

[Signature]  
Witness

[Signature]  
Witness

By: [Signature]  
Joan Donnelly, Secretary  
Emerald Island Resort Master Association, Inc.

STATE OF FLORIDA  
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me on this 21 day of November, 2019 by Tami Brown, in her capacity as President and Joan Donnelly in her 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.

[Signature]  
Signature of Notary Public State of Florida  
Jessica Echevarria  
Name of Notary Printed, Typed or Stamped

My commission expires:  
1/16/2020

