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**FIRST AMENDMENT TO AMENDED AND RESTATED MASTER
 DECLARATION OF COVENANTS, CONDITIONS, ELEMENTS AND
 RESTRICTIONS FOR TERRA VERDE**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, ELEMENTS AND RESTRICTIONS FOR TERRA VERDE (the "First Amendment") is made this 30th day of April, 2014, by the Board of Directors (the "Board") of Terra Verde Resort Master Association, Inc., a Florida not for profit corporation ("Terra Verde"), having an address at 109 Madiera Beach Boulevard, Kissimmee, FL 34746.

WITNESSETH:

WHEREAS, that certain Amended and Restated Master Declaration of Covenants, Conditions, Easements and Restrictions for Terra Verde was recorded August 6, 2003, in Official Records Book 2308, Page 2933, of the Public Records of Osceola County, Florida, and was modified by that certain Corrective Amendment to Amended and Restated Master Declaration of Covenants, Conditions, Easements and Restrictions for Terra Verde was recorded on September 10, 2003, in Official Records Book 2336, Page 412 of the Public Records of Osceola County, Florida (collectively, the "Declaration"); and

WHEREAS, pursuant to Section 13.02 of the Declaration, the Declaration may be amended at any time provided that two-thirds (2/3) of the members of the Board vote in favor of the proposed amendment; and

WHEREAS, pursuant to Article 4, Section 4.01.C., the Board has the authority to adopt, publish and enforce such reasonable rules and regulations as the Board deems necessary; and

WHEREAS, the Board recognizes that the property subject to the Declaration (the "Property") was initially developed as a primarily short term vacation rental community; however, in recent years, a number of Residential Unit Owners have made their Units available for "long-term" rentals and this has had the effect of altering the atmosphere of the community away from that of a "vacation resort" as it was originally intended; and

WHEREAS, the Board desires to reinforce and reestablish the community as a "vacation resort"; and

WHEREAS, to further this reasonable goal, the Board desires to adopt and publish a regulation regarding leasing of Residential Units by amending certain of the terms, conditions and provisions of the Declaration; and

WHEREAS, the meeting at which this Amendment was considered and voted on was held on April 26, 2014 (the "Meeting"); and

WHEREAS, notice of the Meeting was given to the Members and to all homeowners on April 11, 2014, a date being at least fourteen (14) days prior to the Meeting,

NOW, THEREFORE, the Board does hereby amend and modify the Declaration as follows:

1. The Recitals set forth above are incorporated herein by reference and made a part of this Second Amendment for all purposes.

2. All capitalized words and phrases which are not defined herein and which are defined in the Declaration shall have the meanings ascribed to them in the Declaration.

3. In the event of any conflict between the provisions of the Declaration and the provisions of this First Amendment, this First Amendment shall control.

4. If any provision in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this First Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. Article 9 of the Declaration is hereby amended to add Section CC:

CC. Leasing.

Residential Units may only be leased to a particular tenant for a maximum time period of six (6) consecutive months. As used herein, the term "lease" shall include any agreement for occupancy, regardless of whether such agreement is in writing and regardless of whether such agreement is labeled a "Lease". No Owner may lease its Residential Unit to the same tenant for concurrent time periods in excess of six (6) months. No Residential Unit may be occupied by the same person/people for a period in excess of six (6) consecutive months, unless the Residential Unit is owner-occupied. Written leases in effect as of the Effective Date of this First Amendment may remain in place. If the term of such current written lease is for one (1) year or less, the lease may also be renewed for one (1) additional period of up to one (1) year or the Owner may lease the Residential Unit to a new tenant for a period of up to one (1) year, before the restrictions herein will apply to that Owner. Such Owner must provide a copy of the

current lease to the manager for Terra Verde within sixty (60) days of the Effective Date of this First Amendment to be able to take advantage of the one (1) year extensions set forth herein.

Each Owner shall be jointly and severally liable with the tenant to Terra Verde for all costs incurred by Terra Verde for the repair of any damage to Common Areas or to pay any claim for injury or damage to property caused by tenants. Terra Verde shall repair any such damage and the cost of such repair shall be invoiced as an Individual Assessment to the Owner. Each Owner, his/her tenants and guests shall be governed by and shall comply with the provisions of the Declaration, as the same is amended from time to time, as well as the particular Neighborhood Declaration that applies to the particular Residential Unit that the tenant or guest is occupying.

All agreements regarding occupancy of a Residential Unit for a period of longer than ninety (90) days must be in writing and shall be submitted to the Board for approval prior to execution and, in any event, not less than thirty (30) days prior to the commencement of occupancy. The Owner shall also submit a completed application form (forms available upon request from the management office) together with a non-refundable application fee of \$100.00, as further explained on the form. The Association reserves the right to conduct criminal background checks on all applicants. The Board shall approve or disapprove the application and lease within fifteen (15) days of receipt of a completed package (to include a copy of the lease, a completed application form and the application fee). In the event the lease is disapproved, the Board shall notify the Owner of the requisite action to be taken in order to bring the lease into compliance with the Declaration and any rules and regulations adopted pursuant thereto. If the Board does not provide an approval or disapproval within the time period set forth above, such lease shall be deemed approved. No lease for longer than ninety (90) days will be effective unless and until such lease is approved by the Board.

The lease shall provide that the Association has the right to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, Neighborhood Declaration or other applicable provisions of any agreement, document or instrument governing Terra Verde or administered by the Association. Owners are responsible for providing their tenants with copies of all such documents or instruments at such Owner's sole cost and expense.

Within three (3) days after executing a lease for a Residential Unit for a period of longer than ninety (90) days, the Owner shall provide the Board with a copy of the executed lease with the name of the lessee and all other people occupying the Residential Unit.

The provisions herein shall have no effect on those Owners (or their immediate family, without a formal lease being created), who personally occupy their Residential Units.

Upon the default or non-compliance by any Owner of any condition or requirement herein, the Association shall have the right, but not the obligation, to evict the occupant(s) from such Owner's Residential Unit, in accordance with Chapter 83, Florida Statutes. However, the Association shall not otherwise be considered a landlord under Chapter 83 and specifically has no obligations under s. 83.51, Florida Statutes. The right to evict shall not be the exclusive remedy for default or non-compliance and shall be in addition to any other remedy afforded to the Association under the Declaration and/or Florida Statute.

6. Except as expressly modified herein, all other terms of the Declaration shall remain in full force and effect. This Amendment shall become effective on May 1, 2014 (the "Effective Date").

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the day and year first above written.

[SIGNATURES ON FOLLOWING PAGES]

"TERRA VERDE"

TERRA VERDE RESORT MASTER ASSOCIATION, INC.

a Florida not for profit corporation

Witnesses:

X Dorene Strack
Name: Dorene Strack

X Jerry Whiting
Name: Jerry Whiting

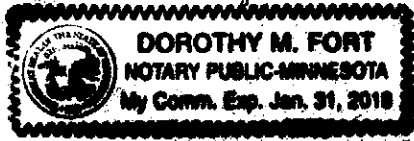
By: [Signature]
Patrick Blum
Its: President

State of Florida
County of _____

I hereby certify that on this 29 day of April, 2014, before me personally appeared Patrick Blum as President of Terra Verde Resort Master Association, Inc. who executed the foregoing instrument on behalf of the company. He is X personally known to me or has produced _____ as identification.

[Signature]
Notary Public
Name: Dorothy M Fort
Dodge County, MN

[Notary Seal]



TERRA VERDE RESORT MASTER
ASSOCIATION, INC.,
a Florida not for profit corporation

Witnesses:

Hope Zulla
Name: Hope Zulla

Garry Elmer
Name: GARRY ELMER

By: Helen Elmer
Helen Elmer
Its: Secretary

State of ~~Florida~~ New Jersey
County of Mercer

I hereby certify that on this 30th day of April, 2014, before me personally appeared Helen Elmer as Secretary of Terra Verde Resort Master Association, Inc. who executed the foregoing instrument on behalf of the company. She is ___ personally known to me or has produced Drivers License as identification.

Elizabeth F. Meyer
Notary Public
Name: Elizabeth F. Meyer

[Notary Seal]

