

Official Records Book 9980, Page 1524 all of the Public Records of Orange County, Florida; and

WHEREAS, pursuant to its authority set forth in the Declaration and Bylaws, the Board of Directors and Membership of the Association wish to amend the Declaration and Bylaws; and

WHEREAS, the undersigned officers of the Association hereby certify that pursuant to the procedures set forth in the Declaration, Articles of Incorporation, and Bylaws, and those required by applicable law, the following amendments to the Declaration and Bylaws were properly proposed, submitted, and approved by the Board of Directors and Membership of the Association, culminating in a Membership Meeting duly held on August 9, 2017; and

WHEREAS, the date that notice of the August 9, 2017 meeting was given to the Members is June 8, 2017; and

WHEREAS, the total number of Voting Members present at the meeting on August 9, 2017 was 266; and

WHEREAS, the total number of votes necessary to adopt the amendments is a majority of a quorum of the total number of votes of the Association present in person or by designated alternates at a duly called and noticed meeting; and

WHEREAS, the total number of votes cast for and against each amendment, and the percentage of approval for each amendment is as follows:

	Total Votes Cast	Total "Yes" Votes	Total "No" Votes	Percentage of Approval
Amendment No. 1	264	252	12	95.45%
Amendment No. 2	264	212	52	80.30%
Amendment No. 3	266	243	23	91.35%
Amendment No. 4	264	254	10	96.21%
Amendment No. 5	258	247	11	95.74%
Amendment No. 6	264	210	54	79.55%
Amendment No. 7	264	227	37	85.98%
Amendment No. 8	264	224	40	84.85%
Amendment No. 9	262	243	19	92.75%

WHEREAS, the effective date of the amendment is the date that this certificate is recorded in the public records of Orange County Florida,

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions for Lake Sawyer South and Bylaws of Lake Sawyer South Community Association, Inc. are amended as follows:

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article VI, Section 6(G) of Declaration

G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to this Declaration and the Articles of Incorporation; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable (i) for cause at any time upon not more than thirty (30) days written notice by the Association and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and provided further, that any such contract shall otherwise be subject to the provisions of Section 7 of this Article VI.

The Association shall not enter into a contract with nor employ in any manner any member of the Association or their immediate family or any contractor, managing agent, or other entity whose majority ownership or controlling interests belong to a member of the Association or their immediate family, or any resident in the community overseen by the Association where the monetary value for goods and services rendered exceeds \$2,000 annually. The term "immediate family" shall mean related by blood, marriage, or adoption to the following degree: parent, grandparent, child, grandchild, or sibling.

Amendment No. 2: Article VIII, Section 8 of Declaration

Section 8. Working Capital.

For ~~Lots~~ any dwelling sold after the date this declaration is recorded in the Public Records of Orange County, Florida, upon acquisition of record title to a Lot in addition to any Assessment that may be due with respect to such Lot, ~~by the first purchaser thereof other than (i) the Declarant and (ii) an Owner who purchases solely for the purpose of constructing a dwelling thereon for resale, and in addition to any Assessment that may be due with respect to such Lots for such year,~~ a contribution shall be made by or on behalf of the such first purchaser to the working capital of the Association in the amount of Five Hundred and No/100 dollars \$500.00, in an amount equal to the greater of: (i) Five Hundred and No/100 dollars 500.00, or (ii) two-twelfths (2/12) of the amount of the Annual Assessment per Lot for the calendar year in which such acquisition occurs, which contribution is not refundable, shall be in addition to, and not in lieu of, the Annual Assessment levied on the Lot and shall not be considered an advance payment of any portion of the Annual Assessment. This amount shall be paid to the Association and shall be used for operating expenses and other expenses incurred by the Association pursuant to the terms of the Declaration and the Bylaws.

Amendment No. 3: Article X, Section 6 of Declaration

~~Section 6. Restriction Against Short Term Rentals. Rental Restrictions.~~

~~There shall be no "short term" rentals of any dwellings, or portions thereof, on any Lot. For purposes of this Declaration, a "short term" rental shall be defined as any rental for a period of less than twelve (12) full calendar months. All owners leasing property shall provide the Association with a mailing address to receive official correspondence. Owners remain responsible for any covenants or architectural violations and are encouraged to provide copies of the relevant governing documents to tenants.~~

Amendment No. 4: Article X, Section 12 of Declaration

~~Section 12. Walls. Fences. Hedges and Hurricane Panels.~~

~~No wall or fence shall be constructed on any Lot until its height, location, design, type, color, composition and material, including posts and post caps shall have first been approved in writing by the ARB. Wood and Chain link fences are prohibited. All fences shall be constructed of white PVC material of a style from time to time approved by the ARB.~~

Amendment No. 5: Article X, Section 18 of Declaration

~~Section 18. Approved Builders.~~

~~All construction, reconstruction and repair work shall be performed by a licensed residential building contractor approved by the Declarant or the ARB. If a Lot has been sold to an approved contractor, any subsequent purchaser shall be required to comply with this paragraph.~~

Amendment No. 6: Article X, Section 27 of Declaration

~~Section 27. Basketball Goals and Equipment.~~

~~The location of all basketball goals, backboards, poles and other equipment, whether temporary or permanent, must be approved by the ARB. All backboards must be set behind the front building face and no closer than ten feet (10') from the side property line and must be made of clear Plexiglas or other clear (see through) material approved by the ARB. All basketball poles and other structural apparatus must be painted black. All Owners shall maintain their basketball equipment in good condition. No basketball goals or other basketball equipment shall be permitted on the street side yard of corner lots. All basketball goals and other basketball equipment must be located away from streets in the rear yard if the owner's garage is located by the street side yard. If the owner's garage is not located by the street side yard, normal basketball equipment rules as contained herein shall apply. Time of play of basketball on lots shall be limited by the ARB. No equipment may be permanently attached to any structure. Poles that are to be placed into the ground require ARB approval. Backboards, poles and nets shall be maintained in good condition, as judged solely by the Association. Nets will be made of nylon or similar material. Metal or chain nets are not permitted. Portable equipment shall not be~~

placed within ten feet any sidewalk, street, walking/bike path or property line. Use of bricks, sandbags, or other objects to secure portable equipment is prohibited. Equipment must be used properly and be able to stand on its own. Time of play shall be limited to daytime.

Amendment No. 7: Article X, Section 35 of Declaration

Section 35. Trash Containers and Collection.

No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size and style which are pre-approved by the ARB or ~~specifically permitted under the Architectural Guidelines provided by the county.~~ Such containers shall be screened from view from outside of the Lot except when they are being made available for collection and then only for the shortest time reasonably necessary to effect such collection. Rubbish, trash and garbage must be removed from the Lots and may not be permitted to accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot.

The ARB may establish rules to allow for outside storage as long as the containers are screened from view. ARB approval for outside storage is required. Notwithstanding Section 12 of this Article X, partial fences of a material, color and type approved by the ARB are permitted for this purpose provided they are not on the street side of any Lot. The requirement to completely screen the containers from view outside the Lot shall remain in effect. If outside storage becomes a nuisance due to wildlife, odor or any other factors that the Association deems unacceptable, the Association retains the right to revoke the privilege of outside storage on an individual basis.

Amendment No. 8: Article X, Section 41 of Declaration

Section 41. Signs.

No signs or advertising of any kind, including, but not necessarily limited to, "for sale", "for rent" or signs identifying lenders, architects, general contractors, builders or lenders performing work at, or financing for improvements constructed upon, any Lot, may be displayed on Residential Property, including from the windows of, or otherwise from, any buildings, structures or other improvements of any kind, nature or description located on such Residential Property, except (1)~~(i)~~ signs of the size, materials, substance and appearance as are approved from time to time by the ARB and (2)~~(ii)~~ in the locations upon Residential Property as are approved from time to time by the ARB. Any Owner desiring to erect a sign upon Residential Property shall contact the Association to obtain an approved sign and directions as to the locations upon the Residential Property upon which such approved sign may be located. Approved signs must display a contact phone number. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising that Residential Property is for sale or for rent, or the identity of lenders, contractors, subcontractors, real estate brokers or similar entities employed in connection with the construction, installation, alteration or other improvement upon, or the sale, financing or leasing of, Residential Property, shall be permitted on any Residential Property, and no such signs or advertising materials may be displayed from the windows of, or otherwise from, any buildings, structures or other improvements of any kind,

nature or description located on such Residential Property.

Signs identifying contractors performing construction work or making improvements to lots may be displayed but only for the duration of the actual construction. All contractor signs must display a contact phone number.

Election signs: Only one election sign per lot may be displayed and only for one week prior to and one day after election day.

Amendment No. 9: Article VI, Section 4 of the Bylaws

6.4 Vacancy.

Any vacancy occurring on the Board of Directors ~~before the expiration of a term may shall~~ be filled by the ~~Members in accordance with the Articles of Incorporation and these Bylaws an~~ affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or by the sole remaining director. A board member appointed or elected under this section is appointed for the unexpired term of the seat being filled. ~~A director elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of the predecessor in office.~~ Any seat on the Board of Directors to be filled by reason of an increase in the number of directors may be filled by the Board of Directors, but only for a term of office continuing until the next election of directors by the Members or, if the Association has no Members or no Members having the right to vote thereon, for such term of office as is provided in the Articles of Incorporation.

A vacancy that will occur at a specific later date, by reason of a resignation effective at such later date, may be filled before the vacancy occurs. However, the new director may not take office until the vacancy occurs.

IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment TO THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAKE SAWYER SOUTH and BYLAWS OF LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC. to be executed in its name in Orange County, Florida, on this 23rd day of August, 2017.

[SIGNATURES CONTAINED ON THE NEXT PAGE]

Signed, sealed and delivered in the presence of:

LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC.

[Signature]
Printed Name: Joseph Milazzo
Audrey E. Joseph
Printed Name: Audrey E. Joseph

By: [Signature]
Printed Name: Timothy J. Nyland
Title: President
Address: 6972 LAKE GEORGIA BLVD
ORLANDO, FL 32809

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of August, 2017, by Timothy Nyland, as President, of LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She [] is personally known to me or [X] has produced Florida drivers license, as identification.

(NOTARY SEAL)

Audrey E. Joseph
NOTARY PUBLIC - STATE OF FLORIDA



AUDREY E. JOSEPH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG050369
Expires 12/18/2020

Print Name: Audrey E. Joseph
Commission No.: GG050369
Commission Expires: 12/18/2020

Signed, sealed and delivered in the presence of:

By: [Signature]
Printed Name: John Trammell
Title: Secretary
Address: 13301 JESSIE ST
WINDERMERE FL 34786

[Signature]
Printed Name: Joseph Milazzo
Audrey E. Joseph
Printed Name: Audrey E. Joseph

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of August, 2017, by John Trammell, as Secretary, of LAKE SAWYER SOUTH COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/She [] is personally known to me or [X] has produced Florida drivers license, as identification.

(NOTARY SEAL)

Audrey E. Joseph
NOTARY PUBLIC - STATE OF FLORIDA



AUDREY E. JOSEPH
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG050369
Expires 12/18/2020

Print Name: Audrey E. Joseph
Commission No.: GG050369
Commission Expires: 12/18/2020