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 ARMANDO RAMIREZ, CLERK OF COURT
 OSCEOLA COUNTY
 RECORDING FEES \$44.00

This instrument prepared by and should)
 be returned to:)
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 Adam W. Carls, Esquire)
 Becker & Poliakoff, P.A.)
 111 North Orange Ave.)
 Suite 1400)
 Orlando, FL 32801)
 (407) 875-0955)
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**CERTIFICATE OF FIRST AMENDMENT TO THE
 DECLARATION OF COVENANTS, CONDITIONS AND
 RESTRICTIONS FOR WINDMILL POINT – UNIT 4**

THIS CERTIFICATE OF FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDMILL POINT – UNIT 4 is made this 19 day of JULY, 2014, by WINDMILL POINT – UNIT 4 HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Windmill Point – Unit 4 was recorded in the Public Records of Osceola County, Florida on October 25, 2000, at Official Records Book 1797, Page 954 (hereafter the "Declaration"); and

WHEREAS, pursuant to its authority set forth in Article XI of the Declaration, the Members wish to amend the Declaration; and

WHEREAS, a written copy of the proposed Amendment was furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed Amendment in accordance with Article XI of the Declaration; and

WHEREAS, the requirements for this First Amendment have been complied with in accordance with the terms and provisions Article XI of the Declaration.

NOW, THEREFORE, this First Amendment to the Declaration of Covenants, Conditions and Restrictions for Windmill Point – Unit 4 was approved by at least two-thirds (2/3) of the votes cast, in person or by proxy, at a Special Members Meeting of the Association, held on Saturday, May 31, 2014 and Article IX was amended as follows:

ARTICLE IX

Section 19. Use and Leasing. Lots shall be used for single family residential purposes

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

only, ~~as provided herein; provided, however, there shall be no prohibition, or minimum time period, imposed on the lease or rental of any Lot or Dwelling.~~

The lease of a Lot or Dwelling is defined as occupancy of the Lot or Dwelling by any person other than the Lot Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should an Owner wish to lease their Lot or Dwelling, the Owner shall furnish the Association with a copy of the Proposed lease, the name of the Proposed Lessee, the names of all Proposed Occupants, and such other information as the Association may reasonably require. Any person occupying the Lot or Dwelling after initial approval shall be subject to a separate application and approval process. The Association shall have fourteen (14) days from the receipt of notice and all required information within which to approve or disapprove of the Proposed lease or Proposed Lessees or Occupants. The Association shall give the Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of six (6) months and a maximum period of twelve (12) months. No more than two (2) leases of a Lot or Dwelling shall be permitted in a calendar year. The calendar year in which a lease takes place shall be with reference to its commencement date, or subsequent extension or renewal date, if applicable. Leases may be extended or be renewed, subject to Board approval.

(A) **Board Right of Approval.** The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Lot or Dwelling as a Tenant, Family member of a Tenant, Occupant, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the Proposed Tenant and all Proposed Occupants as the Board deems appropriate under the circumstances.

(B) **Tenant Conduct; Remedies.** All leases shall be on a uniform form of lease or lease addendum if so promulgated by the Association. Uniform leases, addenda and all other leases will provide, or be deemed to provide that the Tenants have read and agreed to be bound by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Governing Documents"). The uniform lease or addendum and other leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a Tenant, other Lot or Dwelling Occupant, Guest or Invitee fails to abide by the Governing Documents, or causes damage to the Association's property or Common Areas of Responsibility through negligence or willful misconduct, the Lot Owner(s) shall be responsible for the conduct of the Tenants, Occupants, Guests and Invitees and shall be subject to all remedies set forth in the Governing Documents and/or Florida law, without waiver of any remedy available to the Association as to the Tenant. The Lot Owner shall have the duty to bring their Tenant's conduct (and that of the other Lot or Dwelling Occupants, Guests and Invitees) into compliance with the

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Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Lot Owner fails to bring the conduct of the Tenant into compliance with the Governing Documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Lot Owner to undertake whatever action is necessary to abate the Tenant's noncompliance with the Governing Documents (or the other noncompliance of other Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Lot Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Lot Owner, which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, or be deemed to provide that the Association shall have the authority to direct that all rental income related to the Lot or Dwelling be paid to the Association until all past due and current obligations related to the Lot or Dwelling and due to the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection, or any other enforcement action pursuant to this Declaration.

(C) **Approval Process; Disapproval.** Any Lot Owner intending to lease his Lot or Dwelling shall submit a copy of the Proposed lease, an application, and any other requested information and required fees at least fourteen (14) days in advance of the commencement of the lease, or renewal or extension term. Upon receipt of all information and fees required by the Association, the Association shall have the duty to approve or disapprove all Proposed leases, Tenants and Occupants within fourteen (14) days of receipt of such information by sending written notification to the Lot Owner within such time frame. Applications for renewals or extensions of lease agreements shall be submitted at least fourteen (14) days in advance of the expiration of the lease agreement. If the Association disapproves a Proposed lease or renewal or extension, the Lot Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Lessee nor shall it assume any responsibility for the denial of a lease application. Reasons for denial may include, but are not limited to, the following:

1. The person seeking approval (which shall include all Proposed Occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude or any felony;

2. The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that there is a likelihood the person seeking approval will conduct themselves in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial or eviction;

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3. The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by their conduct in other housing facilities or associations, or by his conduct in this community as a Tenant, Occupant or Guest;

4. The Lot Owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

5. All Assessments, fines and other Charges and monetary obligations against the Lot or Dwelling and/or Lot or Dwelling Owner have not been paid in full.

(D) Liability. The liability of the Lot Owner under the Governing Documents shall continue notwithstanding the fact that the Owner may have leased or rented their interest in the Lot or Dwelling as provided herein.

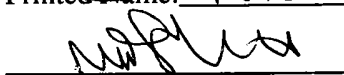
(E) Application/Transfer Fee. The Proposed Tenant or Occupant seeking approval shall pay an application/transfer fee for each applicant in an amount determined by the Board in order to cover the costs incurred by the Association as a result of the application process.

(F) These restrictions will take effect upon the recording of a certified copy of the duly adopted resolution establishing these restrictions among the Public Records of Osceola County, pursuant to Article XI of this Declaration, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of the recording shall continue in force until the expiration of its term. New leases, and renewals or extensions of existing leases, shall be subject to approval pursuant to these restrictions.

Executed at ~~WESIMORE~~ (city), Osceola County, Florida, on this the 19 day of July, 2014.

Signed, sealed and delivered in the presence of:



Printed Name: Vanessa Planerio


Printed Name: M. Jolley

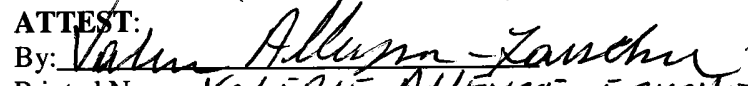
Printed Name: _____

Printed Name: _____

WINDMILL POINT - UNIT 4
HOMEOWNERS' ASSOCIATION, INC.

By: 
Printed Name: DAVID TORRES
Title: President
Address: 1794 Aviator Ct. Kiss.
FL. 34746

(CORPORATE SEAL)

ATTEST:
By: 
Printed Name: VALERIE ALLEYNE-FRANCHER
Title: Secretary
Address: 2415 HATTON CHASE LN
KISSIMEE FL 34746

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STATE OF FLORIDA
COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 19 day of July, 2014, by David Torres + Valerie Alleyne and _____, as President and Secretary, respectively, of **WINDMILL POINT - UNIT 4 HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [] have produced _____, as identification.

(NOTARY SEAL)

FLORIDA
Anne Van Sickle
Commission Expires: 01-14-2018

NOTARY PUBLIC - STATE OF

Print Name: Anne Van Sickle
Commission No.: FF 068068

