

**Prepared by and return to:  
Keith D. Skorewicz, Esq.  
Appleton Reiss, PLLC  
215 N. Howard Ave. Ste. 200  
Tampa, FL 33606**

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**CERTIFICATE OF AMENDMENT**  
**TO THE DECLARATION FOR WATERSIDE ON JOHNS LAKE**

**WHEREAS**, the Declaration for Waterside on Johns Lake was originally recorded in Official Records Book 10765, Page 7408 in the Public Records of Orange County, Florida, and thereafter amended by instruments recorded in the Public Records of Orange County, Florida (hereinafter, as amended, the “Declaration”)

**WHEREAS**, Section 4.3 of the Declaration provides that the Declaration may be amended by the Developer at anytime before the Turnover Date;

**NOW, THEREFORE**, the Developer, Standard Pacific of Florida, LLC, as the successor in interest to Standard Pacific Corporation, hereby approves the following amendments:

**I. Section 7.8 of the Declaration is hereby amended as follows:**

7.8 Conflicts. In the event of any conflict among this Declaration, a Neighborhood Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control. Notwithstanding the forgoing, In the event that a Neighborhood Declaration is more restrictive than this Declaration, the Neighborhood Declaration shall control.

**II. Section 13.4.4 of the Declaration is hereby amended as follows:**

13.4.4 Rules Regarding Boat and Boat Trailer Storage. ~~No boat which is stored in the yard of a home may extend higher than fourteen (14) feet from the ground.~~ All boat owners shall be responsible for any damage to any Common Areas which in any way results from such owner’s storage of such boat within Waterside on Johns Lake. In addition to the foregoing, any owner desiring to store a boat within Waterside on Johns Lake must provide the Association with proof of insurance for their respective boat(s). Inoperable and/or unseaworthy boats may not be stored or parked in Waterside on Johns Lake. No repairs to any boat(s) may be performed within Waterside on Johns Lake. No boat engines may be run or flushed within Waterside on Johns Lake. Full or partial boat covers which are commercial grade and in good repair (in the Associations absolute discretion) are permitted on boats within Waterside on Johns Lake. No other boat covers, including, but not limited

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to, tarps or other homemade covers may be used on boats which are stored or parked within Waterside on Johns Lake. All boats with are stored within the yard of a home must be on a trailer.

**III. Section 14.3 of the Declaration is hereby amended as follows:**

14.3 Maintenance of Lawns and Landscaping. The Association shall have no responsibility for maintenance of any other portions of yards within a Lot. The Association shall not be responsible for the maintenance of any portion of a Lot containing a Home. All other lawn maintenance of Lot shall be the responsibility of each Owner unless a Neighborhood Declaration provides otherwise with respect to a Neighborhood. The Neighborhood Association shall have sole responsibility regarding enforcement of lawn and landscaping maintenance with the respective Neighborhood. The Owner of each Lot shall be responsible for any or all landscaping and other improvements within any fenced portion of Lot. In the event grass in a fenced portion of the Lot if no maintained, Association may, but shall not be obligated to, cut the grass. The costs and expenses of such maintenance plus \$25.00 (or such other amount determined by Association in its sole discretion) shall be charged to such Owner as an Individual Assessment.

**IV. Section 15.2.3 of the Declaration is hereby amended as follows:**

15.2.3 Without the prior ~~consent of the Owner's Neighborhood ACC~~ and consent of the ACC no sod, topsoil, tree or shrubbery shall be removed from Waterside on Johns Lake, and there shall be no change in the plant landscaping or elevation of such areas shall be made, and no change in the condition of soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**V. Section 16.1 of the Declaration is hereby amended as follows:**

16.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made

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without the prior written approval thereof being first had and obtained from the ACC. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**VI. Section 16.2 of the Declaration is hereby amended as follows:**

16.2 Animals. No animals of any kind shall be raised, bred or kept within Waterside on Johns Lake for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked in a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by ~~such Owner's Neighborhood ACC and consented to by the ACC~~, except Neighborhood Association shall have sole responsibility regarding the architectural requirements of the enclosed portion the yard of a Home within the respective Neighborhood. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving notice. All pets shall defecate and urinate only in the "pet walking" areas within Waterside on Johns Lake designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions in this Section.

**VII. Section 16.5 of the Declaration is hereby amended as follows:**

16.5 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC ~~and consented to by the Master ACC~~. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**VIII. Section 16.9 of the Declaration is hereby amended as follows:**

16.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. ~~The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Waterside on Johns Lake Phase I.~~

**IX. Section 16.5 of the Declaration is hereby amended as follows:**

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16.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by ~~such Owner's Neighborhood ACC and consented to by the ACC, except that any rebuild or repair as contemplated herein which is subject to the jurisdiction of a Neighborhood Association shall not require approval by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by such Owner's Neighborhood ACC and consented to by the ACC.~~

**X. Section 16.10 of the Declaration is hereby amended as follows:**

16.10 Decorations.

...

Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XI. Section 16.15 of the Declaration is hereby amended as follows:**

16.15 Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of ~~the Owner's Neighborhood ACC and the consent of the ACC.~~ All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of ~~the Owner's Neighborhood ACC and the consent of the ACC.~~ Fences shall be six (6) feet or less, bronze or black aluminum picket fence and must be approved by the ~~Owner's Neighborhood ACC and the consent of the ACC.~~ In the event that any fence is installed on a Lot, gated access to yard drains and/or easement areas shall be required. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association. Such Neighborhood Association shall have exclusive jurisdiction to regulate fences, walls and screens within the respective Neighborhood and shall not require ACC approval.

**XII. Section 16.18 of the Declaration is hereby amended as follows:**

16.18 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. If Association ever provides for garbage pick-up, the cost of the same shall be part of the Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans supplies or other similar articles shall be maintained on any Home as to be visible from outside the Home or parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate

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collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up and must be returned to the Homes so that they are not visible from outside the Home on the day of pickup. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association. Such Neighborhood Association shall have exclusive jurisdiction to regulate garbage cans within the respective Neighborhood.

**XIII. Section 16.20 of the Declaration is hereby amended as follows:**

16.20 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved and with in writing by the Owner's Neighborhood ACC and the consent of the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ~~Owner's Neighborhood ACC and/or consent ACC~~ shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association. Such Neighborhood Association shall have exclusive jurisdiction to regulate Hurricane Shutters within the respective Neighborhood and shall not require ACC approval.

**XIV. Section 16.30 of the Declaration is hereby amended as follows:**

16.30 Paint. Homes shall be repainted by each Owner within forty-five (45) days of notice by the Association ~~or any applicable Neighborhood Association.~~ This section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XV. Section 16.31 of the Declaration is hereby amended as follows:**

16.31 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above natural grade unless approved by the ~~Owner's Neighborhood ACC and consented to by the ACC;~~ (iii) pool cages and screens must be of a design, color and material approved by the ~~Owner's Neighborhood ACC and consented to by the ACC~~ and shall be no higher

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than twelve (12) feet unless otherwise approved by ~~the Owner's Neighborhood ACC and consent to by~~ the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without the approval of the ACC. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association. Such Neighborhood Association shall have exclusive jurisdiction to regulate Pools within the respective Neighborhood and shall not require ACC approval.

**XVI. Section 16.32 of the Declaration is hereby amended as follows:**

16.32 Removal of Soil and Additional Landscaping. Without the prior consent of the Owner's Neighborhood ACC and consent of the ACC, no Owner shall remove soil from any portion of Waterside on Johns Lake or change the level of the land within Waterside on Johns Lake, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Waterside on Johns Lake. Owners may not place additional plants, shrubs, or trees within any portion of Waterside on Johns Lake without the prior approval of the ACC. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XVII. Section 16.33 of the Declaration is hereby amended as follows:**

16.33 Roofs, Driveways and Pressure Cleaning. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC ~~and consent of the Master Association~~ as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. No oil stains, stains or weeds are permitted on driveways or Lots. Each Owner shall be responsible to pressure clean between paintings. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XVIII. Section 16.36 of the Declaration is hereby amended as follows:**

16.36 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XIX. Section 16.36 of the Declaration is hereby amended as follows:**

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16.36 Signs and Flags. No sign (including brokerage or for sale/lease signs) flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Waterside on Johns Lake that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided however, signs required by governmental agencies ~~and approved by the Owner's Neighborhood ACC and consent to by the ACC~~ may be displayed (e.g. permit boards). "For Sale" and "For Rent" signs must be ~~approved by the Owner's Neighborhood ACC and consented~~ to by the ACC and shall be no longer than 12" x 12". Notwithstanding the foregoing, no broker, "For Sale" or "For Rent" signs shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Waterside on Johns Lake while the Developer holds any Homes for sale in the ordinary course of business. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Waterside on Johns Lake unless written approval from the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36" attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval. Notwithstanding the foregoing, no ACC approval is necessary for the installation of an American flag, up to two feet (2') by four feet (4') in size, posted on a three (3') pole and attached at a forty five degree (45°) angle from the Home. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XX. Section 16.37 of the Declaration is hereby amended as follows:**

16.37 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Waterside on Johns Lake without prior written consent of ~~the Owner's Neighborhood ACC and consent of~~ the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XXI. Section 16.38 of the Declaration is hereby amended as follows:**

16.38 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of ~~the Owner's Neighborhood ACC and approval~~ of the ACC, and/or County, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by

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landscaping, fencing or walls approved by ~~the Owner's Neighborhood ACC~~ and consented to by the ACC so that such boat is not visible above such landscaping, fencing or walls or from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screen from the street in a manner approved by ~~the Owner's Neighborhood ACC~~ and consented to by the ACC. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XXII. Section 16.40 of the Declaration is hereby amended as follows:**

16.40 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Waterside on Johns Lake or within any Home, Lot or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screen from view by landscaping or other materials approved by the Owner's Neighborhood ACC and consented to by the ACC. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XXIII. Section 16.48 of the Declaration is hereby amended as follows:**

16.48 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) weeks after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by ~~the Owner's Neighborhood ACC~~ and consented to by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XXIV. Section 20.24 of the Declaration is hereby amended as follows:**

20.24 Collection of Assessments. Installment Assessments shall be paid by each Owner ~~to their respective Neighborhood~~ the Association. ~~together with all assessments due to such Neighborhood Association. Each Neighborhood Association shall remit a lump sum payment to Association of the full amount of Installment Assessments collected for Homes or Lots within each Neighborhood.~~ Additionally, collection proceedings for an Owner's failure to pay Installment Assessments may be brought by Association or the applicable Neighborhood Association, but in no event shall Association and a Neighborhood Association be entitled to initiate collection proceedings for the same amounts. ~~In the event a~~



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~~Neighborhood Association fails to remit a required payment in full at any time, Association shall be entitled to all remedies available at law or in equity.~~

**XXV. Section 22.1 of the Declaration is hereby amended as follows:**

22.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Waterside on Johns Lake. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ACC shall have the right to form subcommittees consisting of representatives from each Neighborhood to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association consistent with Section 22.2

**XXVI. Section 22.2 of the Declaration is hereby amended as follows:**

22.2 Neighborhood Architectural Control Committees. Each Neighborhood Association shall have a Neighborhood ACC as a permanent committee of such Neighborhood Association and such Neighborhood ACC shall administer and perform the architectural and landscape review and control functions relating to such Neighborhood. The Neighborhood ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the Neighborhood ACC, and to appoint, remove, and replace all members of the Neighborhood ACC. Developer shall determine which members of the Neighborhood ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the Neighborhood ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Neighborhood Board shall have the same rights as Developer with respect to the Neighborhood ACC.

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**XXVII. Section 22.7 of the Declaration is hereby amended as follows:**

22.7 Quorum. A majority of the ACC ~~or a Neighborhood ACC~~ shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC ~~and/or Neighborhood ACC~~. In lieu of a meeting, the ACC and/or a Neighborhood ACC may act in writing.

**XXVIII. Section 22.8 of the Declaration is hereby amended as follows:**

22.8 Powers and Duties of the ACC. No improvements shall be constructed on a Lot or Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Lot or Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall been submitted to and approved in writing by ~~such Owner's Neighborhood ACC and consented to by the ACC~~. Notwithstanding the forgoing, this section shall not apply to any subdivision which is subject to the jurisdiction of a Neighborhood Association.

**XXIX. Section 22.9.1 of the Declaration is hereby amended as follows:**

~~22.9.1 Each applicant shall submit an application to such applicant's Neighborhood ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by such applicant's Neighborhood ACC. The applications shall include such information as may be required by the application form adopted by such applicant's Neighborhood ACC. Such applicant's Neighborhood ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to such and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by such applicant's Neighborhood ACC.~~

**XXX. Section 22.9.2 of the Declaration is hereby amended as follows:**

~~22.9.2 In the event the information submitted to such applicant's Neighborhood ACC is, in the Neighborhood ACC's opinion, incomplete or insufficient in any manner, the Neighborhood ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.~~

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**XXXI. Section 22.9.3 of the Declaration is hereby amended as follows:**

~~22.9.3 No later than thirty (30) days after receipt of all information required by such applicant's Neighborhood ACC for final review, the Neighborhood ACC shall approve or deny the application in writing. Such applicant's Neighborhood ACC shall have the right to refused to approve any plans and specifications which are not suitable or desirable, in the Neighborhood ACC's sol discretion, for aesthetic or any other reasons or to impost qualifications and conditions thereon. In approving or disapproving such plans and specifications, such applicant's Neighborhood ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event such applicant's Neighborhood ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by such applicant's Neighborhood ACC.~~

**XXXII. Section 22.9.4 of the Declaration is hereby amended as follows:**

~~22.9.4 In the event that such applicant's Neighborhood ACC disapproves any plans and specifications, the applicant may request a rehearing by the Neighborhood ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than (30) days after written request for such meeting is received by the Neighborhood ACC, unless applicant waives this time requirement in writing. Such applicant's Neighborhood ACC shall make a final written decision no later than thirty (30) days after such meeting. In the even such applicant's Neighborhood ACC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.~~

**XXXIII. Section 22.9.5 of the Declaration is hereby amended as follows:**

~~22.9.5 Upon final disapproval (even if the members of such applicant's Neighborhood Board and such applicant's Neighborhood ACC are the same), the applicant may appeal the decision of such applicant's Neighborhood ACC to such applicant's Neighborhood Board within thirty (30) days of the Neighborhood ACC's written review and disapproval. Review by the Neighborhood Board shall take place no later than thirty (30) days subsequent to the receipt by such Neighborhood Board of the Owner's request therefor. If the Neighborhood Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The applicant's Neighborhood Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Neighborhood Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the such applicant's Neighborhood ACC, or if appealed, the such applicant's Neighborhood Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.~~

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**XXXIV. Section 22.9.6 of the Declaration is hereby amended as follows:**


~~22.9.6 Once the applicant's Neighborhood ACC approves the application, the same shall be submitted to the ACC within (7) days of such approval for final written consent by the ACC. The ACC shall, in its sole discretion, have the right to disapprove any application regardless of whether approval of the same has been granted by such applicant's Neighborhood ACC and/or such applicant's Neighborhood Board.~~

**XXXV. Section 22.9.7 of the Declaration is hereby amended as follows:**

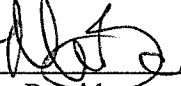
~~22.9.7 Construction of all improvements shall be completed within the time period set forth in the application approved by such applicant's Neighborhood ACC and consented to by the ACC.~~

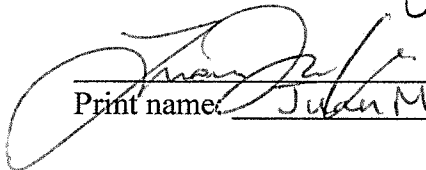
**CODING: New language is marked with a double underline and deleted language is marked with a ~~strike-through line~~.**

Signed, sealed and delivered in  
in the presence of:

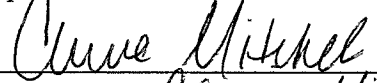
  
\_\_\_\_\_  
Print name: Lane Register


WATERSIDE ON JOHNS LAKE  
COMMUNITY ASSOCIATION, INC.

By:   
\_\_\_\_\_  
President  
Name: Michelle Barr


  
\_\_\_\_\_  
Print name: Julian M. Vasquez

Signed, sealed and delivered in  
the presence of:

  
\_\_\_\_\_  
Print name: Carrie Mitchell

  
\_\_\_\_\_  
Print name: SHAQBAZ SHAKAI  
STATE OF FLORIDA  
COUNTY OF ORANGE

ATTEST:

By:   
\_\_\_\_\_  
Secretary  
Name: Teresa Diaz

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The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of July, 2022, by Michelle For, as President and Teresa Diaz, as Secretary, of Waterside on Johns Lake Community Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 29<sup>th</sup> day of July, 2022.

*Linda E. Chambers*

NOTARY PUBLIC, State of Florida  
My Commission Expires: 9-4-23

