

This Instrument Prepared by and Return to:
Michael A. Ungerbuehler, Esquire
The Association Law Firm, PLLC
135 W. Central Blvd, Suite 1150
Orlando, FL 32801

**FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF
EMERALD ISLAND RESORT**

THIS FIRST AMENDMENT TO SECOND AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS, AND RESTRICTIONS OF EMERALD ISLAND RESORT ("Amendment") is made and entered into this 25 day of OCTOBER 2016, by the Emerald Island Resort Master Association, Inc., a Florida Not For Profit Corporation ("Master Association").

WITNESSETH

WHEREAS, the Master Association is a Florida Not For Profit Corporation operating and existing under the laws of the State of Florida; and

WHEREAS, that certain Second Amended and Restated Master Declaration of Covenants, Conditions, Easements, and Restrictions for Emerald Island is recorded in Official Records Book 4779, Pages 1911, *et. seq.*, Public Records of Osceola County, Florida ("Restated Declaration"); and

WHEREAS, pursuant to Article 13, Section 13.2 of the Restated Declaration, the Restated Declaration may be amended by an affirmative vote of two-thirds (2/3) of the members of the Board of Directors of the Master Association; and

WHEREAS, at least two-thirds (2/3) of the members of the Board of Directors of the Master Association voted in favor of amending the Restated Declaration in accordance with the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Recitals. The recitals set forth above are incorporated herein by this reference and they are true and correct.

2. Amendment. After due and proper notice given to the Members of the Master Association, sent on SEPTEMBER 29, 2016 a meeting of the Board of Directors of the Master Association was held on OCTOBER 13, 2016 wherein a quorum of the Board of Directors was present and the following amendments to the Restated Declaration were adopted by at least two-thirds (2/3) of the Board of Directors:

a) Article 6, Section 6.6 is amended as follows (added text indicated by underlining; deleted text indicated by ~~strikethrough~~):

Section 6.6 **Initiation Assessment.**

A. An Initiation Assessment of One Thousand Five ~~Two~~ Hundred Dollars (\$1,500.00~~1,200.00~~) shall be due and payable upon each transfer of title to a Lot to a new owner.

However, such fee shall not be due from the existing owner of a Lot upon the lease or rental of such Lot, nor upon the transfer of such Lot when transferred for nominal consideration to the Owner's spouse or children, or to a family trust.

B. The amount of the Initiation Assessment may be increased by five percent (5%) each five (5) years subsequent to the date of execution hereof.

C. Notwithstanding any other provision of this Master Declaration to the contrary, the Initiation Assessment shall be treated in all respects as an assessment against the Lot due from the new Owner, and may be the subject of a lien and foreclosure action in the same manner provided in this Article 6 for collection of other assessments.

D. The Initiation Assessment shall be deemed delinquent if not received by the Master Association within ten (10) days after the date of transfer of the Lot and, if delinquent, shall be subject to interest, late fees, costs, and attorneys' fees and paralegals' fees as provided elsewhere herein Article 6.

E. The Master Association shall, within fifteen (15) days of receipt of an ~~the~~ Initiation Assessment, tender Two Hundred Dollars (\$200.00) thereof to the Neighborhood Association in which the subject Lot is located. The amount of this remittance to the applicable Neighborhood Association may be increased by five percent (5%) each five (5) years subsequent to the date of execution hereof.


3. Construction. To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Restated Declaration, including any and all Supplements and/or other Prior Amendments, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Restated Declaration shall remain in full force and effect and unchanged in any manner.

IN WITNESS WHEREOF, at least two-thirds of the Board of Directors of the Master Association have agreed to and adopted this Amendment, which said Amendment shall be effective upon recording in the Public Records of Osceola County, Florida, dated this 25 day of OCTOBER, 2016.

WITNESSES

EMERALD ISLAND MASTER RESORT
ASSOCIATION, INC.


Print Name: TAMMY HARDT

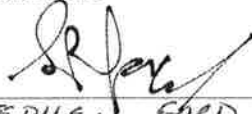

Print Name: STEPHEN FORD
As Its: PRESIDENT


Print Name: Dawn Reiter

President Acknowledgment

The undersigned, as President of the Master Association, hereby acknowledges and certifies that, pursuant to a Master Association Board meeting duly noticed and held for the purpose of considering this

Amendment and the contents contained herein, at least two-thirds of the Board of Directors of the Master Association have voted to approve this Amendment.



Print Name: STEPHEN FORD

Secretary Acknowledgment

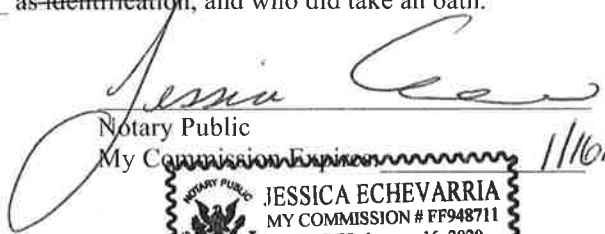
The undersigned, as Secretary of the Master Association, hereby acknowledges and certifies that, pursuant to a Master Association Board meeting duly noticed and held for the purpose of considering this Amendment and the contents contained herein, at least two-thirds of the Board of Directors of the Master Association have voted to approve this Amendment.



Print Name: ARTHUR D WARNER JR.

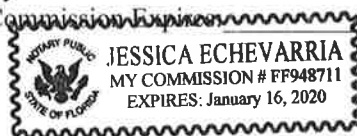
STATE OF FLORIDA)
COUNTY OF ORANGE)

SWORN TO AND SUBSCRIBED before me this 25 day of OCTOBER, 2016,
by STEVE FORD, as President of Emerald Island Master Resort Association, Inc., who ~~has~~ 15
produced KNOWN TO ME as identification, and who did take an oath.



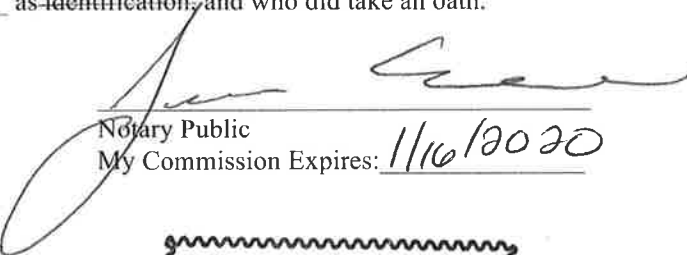
Notary Public

My Commission Expires: 1/16/2020



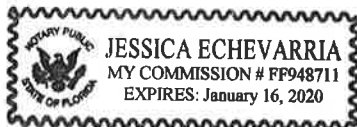
STATE OF FLORIDA)
COUNTY OF ORANGE)

SWORN TO AND SUBSCRIBED before me this 25 day of OCTOBER, 2016,
by ARTHUR D WARNER JR. as Secretary of Emerald Island Master Resort Association, Inc., who 15
has produced KNOWN TO ME as identification, and who did take an oath.



Notary Public

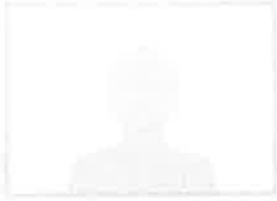
My Commission Expires: 1/16/2020



Signature Certificate

 Document Reference: W45F6JISD27VGMHZ9HUSDJ

RightSignature
Easy Online Document Signing



Steve Ford

Party ID: YT97IDJUFK6FHBSL59VK8T

IP Address: 94.195.39.4

VERIFIED EMAIL: steveford100@yahoo.co.uk

Multi-Factor
Digital Fingerprint Checksum

791217a34e952af3be548bb706f329d28a028579



Timestamp

2018-10-25 12:08:12 -0700

2018-10-25 12:08:11 -0700

2018-10-25 12:08:10 -0700

2018-10-25 12:07:53 -0700

2018-10-25 12:00:58 -0700

Audit

All parties have signed document. Signed copies sent to: Steve Ford and Tammy Hardt.

Document signed by Steve Ford (steveford100@yahoo.co.uk) with drawn signature. - 94.195.39.4

Steve Ford (steveford100@yahoo.co.uk) has viewed Consumer Disclosure and affirmatively consented. - 94.195.39.4

Document viewed by Steve Ford (steveford100@yahoo.co.uk). - 94.195.39.4

Document created by Tammy Hardt (tammy@hoaemt.com). - 108.189.199.3



This signature page provides a record of the online activity executing this contract.