INSTR = 202506312

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BK 13474 Pss 1770-1776 PG(s)7 RECORDED 03/20/2025 12:20:54 PM STACY M. BUTTERFIELD, CLERK OF COURT POLK COUNTY RECORDING FEES \$61.00

This instrument prepared by:

Robert C. Chilton, Esq. Boswell & Dunlap LLP 245 S. Central Avenue Bartow, FL 33830 (863) 533-7117

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF OUTDOOR RESORTS AT ORLANDO, INC., A CONDOMINIUM

WHEREAS, the original Declaration of Condominium of OUTDOOR RESORTS AT ORLANDO, INC., a condominium, was recorded on July 22, 1971 in O.R. Book 1373, Page 2889 et seq., public records of Polk County, Florida;

WHEREAS, the Amended and Restated Declaration of Condominium of OUTDOOR RESORTS AT ORLANDO, INC., a condominium, was recorded on December 7, 2015 in O.R. Book 9692, Pages 1451 et seq., and was amended via Certificate of Amendment recorded on March 18, 2021 in O.R. Book 11629, Page 388 et seq., all in the public records of Polk County, Florida ("Declaration");

WHEREAS, Article VII of the Declaration provides that the same may be amended by the approval of not less than a majority of the voting interests of OUTDOOR RESORTS AT ORLANDO, INC., a condominium ("Association") who are present in person or by proxy at a duly called meeting of the Association's membership; and

WHEREAS, at the duly called and noticed meeting of the Association's membership held on March 1, 2025, at which a quorum was present, the below described amendments were duly adopted and approved by the voting interests of the Association;

NOW THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, on behalf of the Association, does hereby certify and attest that pursuant to the action duly and properly taken by the requisite number of members, the following amendments to the Declaration be and the same are hereby adopted (deletions are lined through and additions are underlined; words to be underlined in the Declaration are underlined twice):

Amendment 1 - Article XI of the Declaration is amended as follows:

No restrictions are placed herein as far as selling any condominium unit. In the original Declaration of Condominium recorded on July 22, 1971, Outdoor Resorts of America, Inc., as original developer, was, for a period of ninety-nine (99) years (through July 22, 2070), granted the exclusive right, in the absence of use by the owner or his designated guests, to rent Condominium Units which are a part of the Declaration at scheduled rates promulgated from time to time by Outdoor Resorts of America, Inc. or its successor, the

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Association ("Rental Rights"). The Rental Rights were subsequently acquired by the Association, which now has all the right, title and interest in the Rental Rights for the balance of the ninety-nine (99) year period. The Rental Rights include the following:

A. Rental Program - Enrollment and Structure.

When a Unit Owner desires to rent a Condominium Unit through the rental program, the Unit Owner shall notify the Association and enroll in the rental program, which shall be established and operated by the Association's Board of Directors through such persons or committees as it may from time to time designate (collectively "Board"), and pursuant to such rules and regulations as the Board shall from time to time adopt. <u>B_2</u>. The rental program shall have two tiers: Tier 1: Rentals located, established and managed by the Board, for a. which the Association shall retain no more than thirty percent (30%) of the gross amount of the rent collected; and Tier 2: Rentals located by a Unit Owner and established and managed by the Board, for which the Association shall retain no more than twenty percent (20%) of the gross amount of the rent collected. For all rentals through the rental program, the Board shall conduct the same credit and background screening on each potential renter and occupant as is required for sales and rentals outside of the rental program. €B. Rentals by Owner. Unit owners who wish to locate, establish and manage their own rentals outside of the rental program may do so subject to reasonable regulation by the Board. For such rentals: The Unit Owner must give the Board advance written notice of each proposed rental and the material terms in the manner determined by the Board; and The Association shall receive from the Unit Owner, at the end of each rent payment period, ten percent (10%) of the gross amount of rent collected. **DC.** Rental Regulations. Each renter and their guests shall comply with the condominium documents, the rules of the Association and the terms of the rental agreement. The Board may, in its discretion, establish a rental application procedure and **E** 2.

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require such background or credit checks as it may deem appropriate. The Board may

also-set such additional rental fees and charges as are reasonable and customary (i.e. cleaning fees, etc.). No rental may be assigned, sub-let or otherwise assigned or licensed without the Board's approval. The Board shall have the right, but not the obligation, to terminate a rental, evict a renter and pursue monetary damages or other relief in the name of and as agent for a Unit Owner if a renter or a renter's guest does not comply with the condominium documents, the rules of the Association or the rental agreement. This grant of authority does not prevent a Unit Owner from taking such action against a renter as may be authorized by law. **₩** 5. The Board may elect to temporarily suspend the rental program, or limit rentals in the program to RV pads only, provided that such suspension or limitation may not, in the absence of an emergency, continue for more than 4 months in any calendar year unless approved at an Association membership meeting. D. Sale/Rental/Change in Occupancy Application and Screening. No Unit shall be sold, rented outside of the rental program, transferred or assigned, nor shall the occupancy of a Unit change, and no such sale, rental, transfer, assignment or change in occupancy shall take effect for any purpose until: The Association has received a completed application from the

prospective owner, renter, transferee, assignee or occupant along with such additional information as the Board may from time to time require; The Association has received a credit and criminal background screening report relating to the prospective owner, renter, transferee, assignee or new occupant, which shall be prepared, commissioned and procured in the manner established by the Board; and The prospective owner, renter, transferee, assignee or new occupant has been approved by the Association; which approval shall not be unreasonably withheld. The Board shall adopt reasonable rules, procedures and forms to facilitate the

- proper exercise of this authority. The Board may delegate approval authority to a designated officer or employee of the Association, provided that in such event the prospective owner, renter, transferee, assignee or new occupant shall have the right to appeal any decision to the Board within 10 days after receipt.
 - The criteria by which completed applications shall be screened is as follows:

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- No violent or financial misdemeanor convictions within the past 5 years; No violent or financial felony convictions within the last 15 years; b. Not a registered sexual offender/sexual predator: No recent history of foreclosures or evictions; d. Minimum credit score of 600; and Applicant is at least 55 years of age or, if applicant will be occupying a unit already occupied by someone aged 55 or over, at least 40 years of age; The Board shall adopt an application fee to cover the cost and expense of credit and background screening and application process, which shall be due at the time of application. The Association shall approve or disapprove an application in writing no later than 10 days after the proper submittal of a completed application and fee and delivery of the screening report and such other information as required by the Board.
- <u>IE</u>. NOTICE OF INTENT TO ENFORCE THIS RESTRICTION. SOME VIOLATIONS OF THIS PROVISION MAY HAVE OCCURRED PRIOR TO THE RECORDING OF THIS AMENDMENT TO THE DECLARATION. YOU SHOULD NOT RELY ON ANY PRIOR NON-ENFORCEMENT OF THIS PROVISION AS AN INDICATION THAT THIS PARTICULAR RESTRICTION HAS BEEN WAIVED OR THAT IT WILL NOT BE ENFORCED IN THE FUTURE. IT IS THE INTENTION OF THE ASSOCIATION TO BRING ALL UNIT OWNERS INTO COMPLIANCE WITH THIS PROVISION. THEREFORE, ALL OWNERS SHALL IMMEDIATELY BE SUBJECT TO THE PROVISIONS CONTAINED HEREIN. THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT, FROM TIME TO TIME, TO ADOPT REASONABLE RULES AND REGULATIONS REGARDING THE PROCEDURES TO BE FOLLOWED FOR THE RENTAL PROGRAM. SAID RULES REQUIRE A UNIT OWNER TO EXECUTE A RENTAL AGREEMENT WITH THE ASSOCIATION.

Amendment 2 - Article XIII § 13 of the Declaration is amended as follows:

13. It is the intent of this provision that the Condominium comply with the Federal Fair Housing Amendments Act of 1988, as the same may be amended from time to time, and comparable law adopted by the State of Florida, which currently require that at least eighty (80%) percent of the occupied units comprising the condominium shall at all times have at least one occupant who is age fifty-five (55) years or older. Accordingly, notwithstanding any other provisions of the Declaration and in accordance with the aforesaid laws, at least one person age fifty-five (55) years or older must be a permanent

occupant of each <u>occupied</u> unit-while any other person occupies said unit. <u>In addition, at no time shall less than eighty percent (80%) of all occupied units be occupied by at least one person who is age fifty-five (55) years or older. Persons under age fifty-five (55) years and persons age eighteen (18) years or older may occupy and reside in a unit as long as one of the other occupants of the unit is age fifty-five (55) years or older. Persons under age eighteen (18) years shall be allowed to <u>visit occupy</u>-a unit, and stay overnight, but only on a temporary basis, not to exceed thirty (30) days in the aggregate in any twelvemonth period-calendar year, and only so long as another person age fifty-five (55) years or older occupies the unit at the same time. Notwithstanding the foregoing, the following exceptions to the aforesaid age limitations shall apply:</u>

- (a) If <u>ownership of</u> a unit is transferred by inheritance <u>on the death of an owner to someone under</u>, the <u>requirement as to one occupant of said unit being age of fifty-five</u> (55) years <u>but over or older is waived as to occupancy of the heirs so long as no permanent occupant thereof is under the age of eighteen (18) years, the new owner and his/her children and spouse may occupy the unit but only if (i) none of the new occupants are under the age of eighteen (18) years and (ii) the occupancy would not cause less than eighty percent (80%) of all occupied units to be occupied by at least one person who is age fifty-five (55) years or older.</u>
- (b) The restriction on occupancy by person less than fifty-five (55) years of age shall not apply to those units in which no person age fifty five (55) years or older occupies such unit as of the date of adoption of this paragraph 12, Article XIII, for so long as such unit remains permanently occupied by the same under aged occupant(s) or as otherwise provided by law.
- (eb) In situations where a person under age eighteen (18) years is or becomes, by court order, the legal ward of an age fifty-five (55) years or older resident occupant, or is, due to a disability, or becomes otherwise economically or-medically dependent upon such resident occupant, as determined by the Board of Directors, the thirty (30) day limitation for visitation-occupancy by such under aged person may shall be waived by the Board of Directors, but only in writing and then not for a period exceeding one year on a yearly basis. This exception shall not be available to rental occupants and their guests.
- (dc) The requirement that at least one person age fifty-five (55) years or older must occupy a unit while any other person occupies the unit shall not apply to temporary and /or intermittent occupancy by any owner of a condominium unit, his family members and his designated guests, provided that (1) such occupancy shall not exceed a total of ninety (90) days during any calendar year, (2) at least one person age forty (40) years or older shall occupy the unit at all times during such occupancy and (3) no person under eighteen (18) years of age shall occupy the unit during this ninety (90) day period for more than thirty (30 days during any calendar year. Nothing herein shall preclude a unit owner from allowing members of his or her family, without regard to age, to occupy his or her unit at any time not to exceed thirty (30) days. This exception shall also apply to persons who

rent condominium units and their guests except that occupancy by such persons shall not exceed thirty (30) days during any calendar year. Provided however, none of the aforesaid exceptions shall be permitted where granting such exception will result in having less than eighty (80%) percent (or the minimum percentage as may be established by law from time to time) of the units in the condominium having no occupant who is age fifty five (55) years or older. It shall be the responsibility of the Board of Directors to determine whether eighty (80%) percent of the occupied units are occupied by at least one person who is age fifty-five (55) years or older. In this regard the Board shall establish and publish policies and procedures for the purpose of insuring that the said occupancy percentage requirements have been met and will be maintained at all times, thereby allowing the Association to qualify and remain qualified for a legal exemption from the aforesaid Fair Housing laws. The Board of Directors shall have the sole and absolute authority to deny occupancy to any person(s) seeking occupancy after the effective date of this paragraph 12 where such occupancy would create a violation of this section the aforesaid required percentage of adult occupancy. For purposes hereof, permanent occupancy of persons fifty-five (55) years of age or older shall mean occupancy by at least one person age fiftyfive (55) or older for a period of at least eighty (80) percent of the time that the unit is occupied by any person. Under no circumstances may more than one (1) family reside in a condominium unit at any one time. For purposes hereof "family" shall include husband and wife, parents, children, parents-in-law, brothers and sisters. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom with a maximum of four (4) person per unit.

(d) The Association shall, at least once every two years, conduct a survey of the
condominium to verify that the provisions of this section are adhered to and complied
with. All Owners and occupants are required, upon request by the Association, to:
(i) Provide to the Association copies of drivers' licenses or other
government issued identification for all occupants of a unit which shall include the birth
date of each occupant;
(ii) Execute and deliver to the Association a certificate that at least one
person aged fifty-five years or older occupies the unit and
(iii) Provide to the Association such other certifications, information or
documentation as is deemed necessary by the Association, through its board of directors,
to ensure compliance with this paragraph 13.

ALL OTHER TERMS AND PROVISIONS OF THE DECLARATION SHALL REMAIN IN FULL FORCE AND EFFECT.

[continue to following page]

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IN WITNESS WHEREOF, we have hereunto affixed our hands this 11 day of March, 2025.

Signed, Sealed and Delivered in the Presence of: Signature	Robert McNeely, President
Printed Name of Witness	ATTEST:
Address of Witness Clermont, FL34714 Anschulp Signature	Stephanie Ross, Secretary
Amy Schulz Printed Name of Witness	
9000 45 Hwy 192, #1000 Address of Witness Cler Mont, FL 34714	
STATE OF FLORIDA COUNTY OF POLK	

The foregoing was sworn to and acknowledged before me by means of physical presence this <u>I</u> day of March, 2025, by Robert McNeely, as President, and Stephanie Ross, as Secretary, of Outdoor Resorts at Orlando, Inc., a condominium.

Sabrina C. Stone

Notary Public - State of Florida

[x] Produced Identification

Type of ID Produced: drivers' license



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