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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BERINGTON CLUB HOMEOWNERS ASSOCIATION, INC.**

THIS IS TO CERTIFY THAT Berington Club Homeowners Association, Inc. (Florida State Department Corporations Division Document # N03000005863) has duly adopted an amendment (a copy of which is attached as **Exhibit A**) to its Declaration of Covenants and Restrictions (recorded in the Seminole County, Florida Official Records at Book 3433, Page 1756), by vote of at least ninety percent (90%) of a quorum of its voting interests present in person or by proxy at a duly-noticed members meeting held on May 12, 2015.

WITNESS MY EXECUTION HEREOF on the date set forth below.

By: [Signature]  
 Barry Smith, Director & President  
 Berington Club Homeowners Association, Inc.

Executed in our presence:

Signed: [Signature]  
 Name: Shawn Thornton  
 Witness

Signed: [Signature]  
 Name: Randy Garrett  
 Witness

STATE OF FLORIDA  
 COUNTY OF SEMINOLE

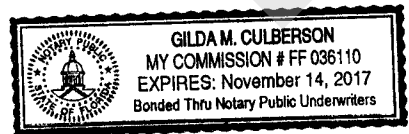
RANDY GARRETT

On this date, this instrument was acknowledged before me by the aforesaid Barry Smith (for Berington Club Homeowners Association, Inc., a Florida Corporation), who:  is personally known to me /  produced \_\_\_\_\_ as identification.

Dated: 5/14/2015

By: [Signature]  
 Florida Notary Public

[AFFIX SEAL HERE]



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**DECLARATION AMENDMENT**

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Pursuant to Article XVI, Section 4 of the Declaration of Covenants and Restrictions (recorded in the Seminole County, Florida Official Records at Book 3433, Page 1756), Berington Club Homeowners Association, Inc. hereby amends the aforesaid declaration as follows.

Language set forth herein and ~~struck through~~ is to be deleted from the aforesaid declaration. Language set forth herein and underlined is to be added to the aforesaid declaration. All language in the aforesaid declaration is intended to remain unchanged, unless amended as per the language set forth herein.

**(New) Article I, Section 20**

**Section 20. Florida Homeowners' Associations Act.** When used in this declaration, "Florida Homeowners' Associations Act" shall mean the Florida Homeowners' Associations Act (presently codified at Chapter 720 of the Florida Statutes) in effect at the time this declaration amendment is recorded and as may be amended from time to time.

**Article V, Section 4**

**Section 4. Working Capital Contribution Assessment.** ~~In addition to assessments for Common Expenses, e~~ Each Owner, at the time of acquiring title to a Lot, shall pay to the Association, a one-time assessment for contribution to a working capital fund of the Association in the amount of TWO HUNDRED AND FIFTY AND NO/100 DOLLARS (\$250.00), which shall be in addition to the Owner's responsibility for assessments for Common Expenses. The amount of this working capital contribution assessment shall be equal to the then-current non-prorated annual assessment for Common Expenses. The working capital fund shall be used by the Association for any expenses or otherwise as the Association shall determine from time to time and need not be restricted or accumulated. Any Builder acquiring title to a Lot shall not be required to pay the working capital contribution unless and/or until the Builder ~~releases transfers title~~ to the Lot to a third party or occupies the Lot as a residence.

**Article V, Section 10**

**Section 10. Subordination of the Lien to Mortgages.** The lien of the assessments provided herein shall be a lien superior to all other liens save and except ad valorem tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to ad valorem tax liens, and said mortgage secures an indebtedness which is amortized on monthly or quarter-annual payments over a period of not less than ten (10) years. ~~The sale or transfer of any Lot pursuant to the foreclosure, or any proceeding in lieu thereof of a first mortgage meeting the above qualifications, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer or sale pursuant to the foreclosure. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.~~

**(New) Article XVI, Section 8**

**Section 8. Florida Homeowners' Associations Act. The Association and the Community shall be subject to and governed by the Florida Homeowners' Associations Act in effect at the time this declaration amendment is recorded and as may be amended from time to time.**

**- Exhibit A -**  
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