

This instrument prepared by:

Eryn M. McConnell, Esquire
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803



**CERTIFICATE OF APPROVAL OF AMENDMENTS TO
THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR VISTA ROYALE HOMEOWNERS ASSOCIATION, INC.**

The undersigned authorities hereby certify that the members of the Board of Vista Royale Homeowners Association, Inc. have duly adopted the attached amendments to the "Declaration of Protective Covenants and Restrictions for Vista Royale" ("Declaration") as recorded on June 8, 1993 in O.R. Book 4573, Page 2044, et seq., of the Public Records of Orange County, Florida, as amended of record, including but not limited to, those amendments recorded on June 15, 1994 at O.R. Book 4746, Page 1891 et seq., on November 18, 1996 at O.R. Book 5156, Page 4560 et seq., on January 8, 2001 at O.R. Book 6166, Page 1876 et seq., on April 3, 2003 at O.R. Book 6852, Page 2592 et seq., on April 3, 2003 at O.R. Book 6852, Page 2596 et seq., on March 3, 2008 at O.R. Book 9614, Page 3475 et seq., on March 3, 2008 at O.R. Book 9614, Page 3479 et seq., and preserved on April 3, 2020 at O.R. Document Number 20200214863 of the Public Records of Orange County, Inc.

The attached amendments were sent via regular mail to the members and parcel owners on August 12, 2020 as evidenced by a Certificate of Mailing, and approved in accordance with Article XIII, Section 6 of the Declaration, as amended, by at least two thirds (2/3) of the members of the Board who voted in person at a duly noticed Board Meeting held on August 28, 2020.

Witness our hands and seals this 11th day of September, 2020.

ATTEST:

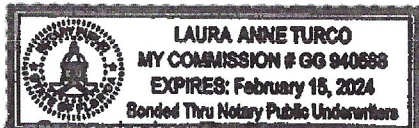
VISTA ROYALE HOMEOWNERS ASSOCIATION, INC.
"ASSOCIATION"

Jolynn C Haven
Jolynn Haven, Secretary

By Barbara Muenks
Barbara Muenks, President

STATE OF FLORIDA :
COUNTY OF ORANGE :

The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 11th day of September, 2020, by Barbara Muenks and Jolynn Haven as President and Secretary, respectively, of Vista Royale 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.



My Commission Expires:
15 February 2024

Laura A. Turco
(SIGN)

Laura A. Turco
(PRINT)

Notary Public, State of Florida at Large

**WRITTEN JOINDER BY METROWEST MASTER ASSOCIATION, INC. AND
CONSENT TO AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS AND
RESTRICTIONS FOR VISTA ROYALE**

The undersigned hereby executes this Written Joinder and Consent on behalf of Metrowest Master Association, Inc. pursuant to Article XIII, Section 6 of the Declaration of Protective Covenants and Restrictions for Vista Royale ("Declaration") recorded at O.R. Book 4573, Page 2044 et seq., for the purpose of confirming the consent to the amendment to the Declaration.

The attached amendment was approved by the Board of Directors for the Vista Royale Homeowners' Association, Inc. in accordance with Article XIII, Section 6 of the Declaration by at least 3 of 3 total votes, representing at least two-thirds (2/3) of the members of the Board for Vista Royale at the duly called Board Meeting held on August 28, 2020.

Witness our hands and seals this 8th day of September, 2020.

ATTEST:

"METROWEST MASTER ASSOCIATION, INC."

M. Francois
Madeleine Francois, Secretary

By Jim Drayton
Jim Drayton, President

STATE OF FLORIDA :
COUNTY OF ORANGE :

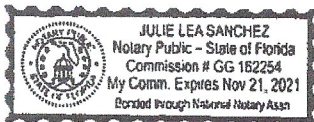
The foregoing instrument was acknowledged before me by means of physical presence or _____ online notarization, this 8th day of September, 2020, by Jim Drayton and Madeleine Francois as President and Secretary, respectively, of Metrowest Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Julie Le Sanchez
(SIGN)

My Commission Expires:

JULIE SANCHEZ
(PRINT)

Notary Public, State of Florida at Large



**AMENDMENT TO THE
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR VISTA ROYALE**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

* * *

ARTICLE I
DEFINITIONS

* * *

Section 29. Single Family. For purposes of this Declaration, a "Single Family" shall mean and refer to either (a) persons related to each other by blood, marriage and adoption, who are living together under one roof as a single household and sharing household chores, income and expenses, or (b) not more than two (2) adults who are not related to each other by blood, marriage and adoption, and who have a pre-existing personal relationship and who are living together under one roof as a single household (including their common or joint single family members, if any) and sharing household chores, income and expenses. Where title to a Lot is held in the name of a corporation, limited liability company, partnership, any other type of business entity or other non-individual owner, including a trust, the entity shall designate in writing one or more individuals who shall be the designated family members to occupy the Lot as the principal residence for a period of not less than 12 consecutive months.

* * *

ARTICLE XII
RESTRICTIVE COVENANTS

Section 16. Vehicles and Recreational Equipment. No truck or commercial vehicle, or mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or cargo vans, or the like, including disabled vehicles, shall be permitted to be parked or to be stored at any place on any portion of the Property unless they are parked **completely** within a **closed** garage, or unless the **ASSOCIATION DEVELOPER** has specifically designated certain spaces for some or all of the above. **For purposes of clarifying this provision, the term "truck" shall refer to a utility vehicle, box truck, truck with commercial plates or signage, or For-Hire vehicle, which is registered on the basis of gross vehicle weight, and which is designed or used for the carriage of goods other than the personal effects of the passengers, including, but not limited to construction tools, wheelbarrows, pressure washers, lawn equipment and ladders. This provision is not intended to prohibit pickup trucks, sport utility vehicles, or trucks with no more than two axles used primarily as passenger vehicles.** This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles used for pick-up, delivery and repair and maintenance of a Lot, nor to any vehicles of the DEVELOPER. No on-street parking shall be permitted for vehicles of any type, from **1:00 a.m.** ~~7:00 p.m.~~ to 6:00 a.m., each and every day.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the ASSOCIATION and/or the Master Association may be towed by the ASSOCIATION and/or the Master Association at the sole expense of the owner of such vehicle or recreational equipment. Neither the ASSOCIATION nor the Master Association shall be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal or failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind. The Association's Board of Directors is authorized to adopt, modify, or nullify parking rules from time to time.

* * *

Section 25. Imposition of Fines for Violations. It is acknowledged and agreed among all OWNERS that a violation of any of the provisions of this Article XII by an OWNER, ~~guest, invitee,~~ or Resident may impose irreparable harm to the other OWNERS or Residents. All OWNERS agree that a fine not to exceed One Hundred and No/100 Dollars (\$100.00) per day, and not to exceed \$10,000.00 in the aggregate per violation, may be imposed by the ~~DEVELOPER or ASSOCIATION~~ or the Master Association for each day a violation ~~continues~~ exists after notification by the ~~DEVELOPER or the ASSOCIATION~~ or the Master Association, in accordance with the ASSOCIATION'S fining procedure, as may be amended by the Board from time to time. A fine may be levied by the Board for each day of a continuing violation or repeat violation within three (3) months, with a single notice and opportunity for hearing. All fines collected shall be used for the benefit of the ASSOCIATION. Any fine levied in accordance with the ASSOCIATION's fining procedure and applicable law, shall be paid within fifteen (15) days after mailing of notice of the fine. If not paid within said fifteen (15) days the amount of such fine shall accrue interest at the highest interest rate allowed by the laws of Florida, and, if the fine exceeds \$1,000.00 in the aggregate, it shall be treated as a monetary default Special Assessment as provided in Article VI.

* * *

ARTICLE XIII LEASE RESTRICTIONS

Section 1. Statement of Intent. In order to effectuate the requirements of Article VIII, Section 5, requiring that no Improvement remain on any Lot other than one detached single family residence, and Article IV, Section 2, delegating the ASSOCIATION to administer and enforce the covenants and restrictions in this Declaration and the Master Declaration, and so as to provide for the congenial occupancy of the Property, and for the protection of the value of the Lots, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

It is the intent of the Members of this ASSOCIATION that all amendments and other provisions of this Declaration related to the rental or lease of Lots in the Property shall apply immediately and uniformly to all Lots upon adoption without exception, so as to ensure that the ASSOCIATION protects important property rights of its Members by remaining a residential environment that is primarily Owner-occupied or occupied by persons with a long-term vested

interest in the stability of VISTA ROYALE, its residents, and this original development scheme. It is deemed in the best interest of VISTA ROYALE not to allow any change in the use of the Lots to accommodate commercial gain through the use of these properties for short-term rental or transient short-term rental occupancy, which the Members consider to be incompatible with, and disruptive to, the original development scheme of a stable residential environment that is primarily Owner-occupied or occupied by persons with a long-term vested interest in the stability of the VISTA ROYALE Property. For purposes of these Restrictions, short-term occupancy shall mean occupancy of less than seven (7) months, and transient short-term occupancy shall mean occupancy for periods of thirty (30) days or less, regardless of whether such occupancies are by rental, lease, license, or similar arrangement.

Section 2. Residential Uses. Lots shall be used for construction of Single Family residences and for no other purpose, including either for short-term occupancy of less than seven (7) months or for transient short-term occupancy, which shall mean occupancy for periods of thirty (30) days or less, whether by rental, lease, license, or similar arrangement, and no other business or commercial activity may be conducted on any part thereof. For purposes of this provision use of a Lot by the Lot Owner for short-term occupancy or transient short-term occupancy by others for a valuable consideration shall be considered a commercial activity.

A. Residential Leases. Owners shall provide copies of all leases to the Association for its records. All leases must be a minimum of seven (7) months. If a tenant moves out prior to the end of the lease, the Lot Owner may not re-rent the Lot or residence until the lease term has expired, unless they receive a written hardship waiver from the Board. No subletting shall be permitted. Only entire residences on Lots may be rented, and then only to a Single Family as defined in this Declaration.

B. No business, noxious or offensive activity shall be carried on upon the Lot, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Specifically prohibited is the holding out to the public by means of advertisement, or listing with any agency, or placement or booking or property management service, or online listing of any Lot or any part thereof as available for short-term occupancy or transient short-term occupancy, or under any arrangement that provides a valuable consideration to or on behalf of the Lot Owner in return for the right to use of a Lot or residence or portion thereof. Occupancy of a Lot by persons who purport to be "guests" of the Single Family residents is also prohibited if provided in exchange for any valuable consideration, whether monetary or otherwise, or in the absence of a direct, close and provable familial relationship to the Single Family residents of the Lot.

C. Board Authority. Notwithstanding the foregoing, the BOARD is hereby authorized to exercise the right to screen and approve prospective renters, tenants, lessees, licensees or other Residents (hereinafter collectively referred to as "lessees" occupying under a "lease") prior to taking possession of a Lot and the BOARD is authorized to enforce the limit on the maximum number of times a Lot may be leased in a twelve (12) month period all in accordance with this Article XII.

This amendment will apply prospectively to all new leases and renewals of existing leases of LOTS and LIVING UNITS, commencing after the recording of this amendment. The Board of Directors is authorized to establish by rule a system for registering bona fide proposed leases and bona fide proposed lease renewals.

At least thirty (30) days prior to the proposed commencement of the lease, the Lot Owner and/or applicant shall provide all reasonably required documents and information requested by the Board, specifically including a copy of the proposed lease naming all proposed occupants of the Lot, copies of driver's licenses (or state issued ID, Federal I-94, I-20, green card of passport) for all occupants of property who are over the age of 18 years, and a nationwide criminal background check of no more than seven (7) years which searches for felony convictions or convictions for any other crimes involving crimes against children or involving domestic violence, in accordance with the MetroWest Master Association Rules and Regulations, and they shall pay to the ASSOCIATION any actual cost of screening the prospective lessee incurred by the ASSOCIATION. The BOARD may require a personal interview with the prospective lessee(s). Notwithstanding any other provision herein to the contrary, after all information or interviews requested have been provided, the BOARD shall have ten (10) days in which to approve or disapprove the proposed lease and lessee. If the BOARD neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand, the Board shall issue a written letter of approval to the lessee. In such case of a vote of disapproval, the lease shall not be made.

If the proposed transaction is rejected, the Lot Owner shall be advised of the disapproval in writing, and the lease shall not be made. If the BOARD disapproves a proposed lease it shall have no duty or obligation to provide an alternate lessee or to lease the Lot in its own name. Without limiting the bases for rejection, the BOARD shall consider the following factors for disapproving a lease of a Lot, although such list shall not be exclusive:

1. It shall be a basis for disapproving a proposed lease if the proposed lessee has entered into occupancy of the Lot and residence prior to receiving approval of the ASSOCIATION.

2. The person(s) seeking approval (which shall include all proposed Residents) has been convicted of a felony involving controlled substances as defined by Chapter 893, Florida Statutes, as may be amended from time to time; or a felony involving violence to persons or property; or a felony demonstrating dishonesty or moral turpitude; or multiple misdemeanors. The BOARD may consider whether the applicant has been charged or convicted as a sexual offender and whether the applicant is required to register as a "sexual predator."

3. The application for approval on its face indicates that the person(s) seeking approval (which shall include all proposed occupants) intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the ASSOCIATION.

4. The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in other social organizations or associations.

5. The person(s) seeking approval (which shall include all proposed Residents) failed to provide complete and accurate information on the forms provided to the BOARD, to pay any of the fees (transfer fees or security deposit) charged in connection with the lease of a Lot, to personally appear for an interview with the BOARD as may be required, or to timely submit all information requested by the BOARD.

6. The Owner requesting approval of a lease has failed to pay all assessments, charges or fines levied against his/her Lot.

7. In considering the existence of a criminal record the BOARD or its designee shall view same with an eye toward relevance, both in terms of subject matter and time frame to determine whether the criminal offense relates to the applicant's fitness to be a good neighbor and to his or her propensity to abide by the governing documents of the community. The BOARD or its designee shall determine whether the offense is related to the personal or property safety of the Residents and whether the offense was recent or remote, and whether so much time has passed without further incidents as to show a likelihood that the person has changed conduct and not exhibited a pattern of similar negative behavior. The BOARD or its designee shall not consider impermissible, illegal criteria in determining whether to approve or disapprove a prospective lessee.

D. Compliance with Master Association. All written lease agreements and renewals shall include the MetroWest Crime Free Lease Addendum, as required by the Rules and Regulations of MetroWest Master Association, as revised. All leases are subject to the Master Declaration and Association Rights, as specifically set forth in the Amended and Restated Master Declaration and Protective Covenants and Restrictions for MetroWest, and all Rules and Regulations governing MetroWest promulgated from time to time by MetroWest Master Association, Inc.

E. Additional Rules. The BOARD shall have the power to make and amend reasonable regulations respecting the use and appearance of the Lots within the PROPERTY, including specifically architectural criteria, insofar as same may be reasonable and necessary to prevent the adaptation of a Lot or residence for use as a short-term rental or transient short-term rental intended to house more occupants than otherwise would be normal for long-term residential use, which regulations shall be approved by the Board of Directors and shall be effective upon due notice to the Members.

* * *

ARTICLE XIII
ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 6. Amendments of this Declaration. Until the DEVELOPER no longer owns any portion of the Property, including any portion of the Property owned by the DEVELOPER as a result of any reconveyance of such portion of the Property, or until the date when the DEVELOPER records a Certificate of Termination of Interest in VISTA ROYALE, whichever shall first occur, the DEVELOPER may amend this Declaration by the recordation of an amendatory instrument in the Public Records of Orange County, Florida, executed by the DEVELOPER only. This Declaration may also be amended at any time upon the approval of at least two-thirds (2/3) of the members of the BOARD as evidenced by the recordation of an amendatory instrument executed by the President and Secretary of the ASSOCIATION; provided, however, that so long as the DEVELOPER owns any portion of the Property and has not recorded the Certificate of Termination, no amendment shall be effective without the DEVELOPER'S express written joinder and consent.

Any amendment adopted pursuant to the foregoing provision shall apply to every Lot and residence immediately upon adoption, and shall not be subject to deferred application or effectiveness based upon the subject matter of the amendment and/or whether the Owner(s) of the Lot and residence voted against the proposed amendment or failed to vote at all.

Without limiting the generality of the foregoing, it is the intention of the MEMBERS of this ASSOCIATION that all amendments related to the rental of Lots and residences in VISTA ROYALE apply immediately and uniformly upon adoption to all Lots and residences without exception, so as to ensure that VISTA ROYALE protects important property rights of its MEMBERS by remaining a residential environment that is primarily Owner-occupied or occupied by persons with a long-term vested interest in the stability of the neighborhood and its residents, consistent with the original scheme of development, and not in the use of the Lots and residences for commercial gain through the use of these properties for transient short-term occupancy or short-term occupancy.

No amendment to this Declaration shall be effective without the Master Association's express written joinder and consent.

Prepared by: Attorney Eryn M. McConnell
Dated: August 5, 2020