

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BEACON WOODS EAST – VILLAGES 16 & 17 ASSOCIATION, INC.**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE IX, USE RESTRICTIONS, Section 1, Residential Use, shall be amended to read as follows:

Section 1. Residential Use. All of the Properties shall be known and described as residential property and no more than one (1) single-family Dwelling Unit may be constructed on any Lot. If a Dwelling Unit is owned by an entity other than a natural person, the entity shall, within thirty (30) days of taking title to the Dwelling Unit, provide to the Board of Directors the name and address of at least one (1) natural person who shall be the designated occupant/Owner for the purposes of enforcing the provisions contained herein and throughout the Association's documents.

2. ARTICLE IX, USE RESTRICTIONS, Section 16, Lot & Dwelling Unit Lease, shall be deleted in its entirety and amended to read as follows:

Section 16. Lot & Dwelling Unit Lease. A Lot or Dwelling Unit Owner shall be required to own a Unit for twelve (12) months prior to being authorized to lease the Lot or Dwelling Unit. For purposes of this restriction on leasing, ownership shall be deemed continuously held by the same record Owner where the Lot or Dwelling Unit is transferred into a trust for estate planning purposes and the previous record Owner remains the beneficiary and equitable owner of the Lot or Dwelling Unit; where, to the extent permissible, the Lot or Dwelling Unit is transferred into a limited liability company, corporation, partnership, or other fictitious entity in which the previous record Owner remains the controlling member, majority shareholder, or sole managing partner; or where title to the Lot or Dwelling Unit is transferred by gift, devise, or inheritance. This provision shall in no way limit the Association's ability to lease a Lot or Dwelling Unit owned by the Association. Lot or Dwelling Units may be leased for single-family residential use only, as defined by the Board. Any occupancy of a Dwelling for more than fourteen (14) days in any calendar year in the absence of a record Owner shall be deemed a lease for purposes of enforcing any and all restrictions contained herein. There shall be no occupancy of a Dwelling without compliance with the requirements set forth herein.

Prior to leasing any Lot or Dwelling Unit, the Owner shall provide the Association with notice of his or her intention to lease the Lot or Dwelling Unit and the following enumerated items: (1) a copy of the proposed lease agreement; (2) a completed application, in the form adopted by the Board of Directors as same may be amended from time to time; and (3) an application fee in an amount determined by the Board of Directors from time to time so long as said fee does not exceed the maximum amount permitted by any law.

The Board of Directors may disapprove a proposed lease based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- (i) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the Community;
- (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iii) Providing false or incomplete information in connection with an application; or
- (iv) Status as a registered sex offender.

In the event an Owner is delinquent in any monetary obligation to the Association, the Association shall have the right to require that all rent be paid directly to the Association until such time as the delinquent monetary obligations, including but not limited to fines, have been paid in full.

As of the recording date of this provision, not more than ten (10%), or a maximum of nine (9) homes, shall be rented or leased at any one time. The Board of Directors shall have the authority to adopt policies and procedures regarding the this provision. Owners with existing leases as of the date of recording this provision ("grandfathered Owners") shall have first priority to maintain the right to lease upon the expiration or termination of the existing lease. The grandfathered Owners must notify the Board of their existing lease and provide a copy of same to the Board within thirty (30) days of the date of recording of this provision in order to preserve grandfathered status, and shall have sixty (60) days to submit a new lease for Board approval upon termination or expiration of the existing lease. Failure to timely submit a new lease application shall result in the loss of the right to re-lease and such Owner shall be eligible to be placed on the waiting list, if applicable. Each subsequent Owner on the waiting list shall have sixty (60) days to submit a lease for Board approval, and if the Lot or Dwelling Unit is not rented, such Owner shall be eligible to be placed back on the waiting list.

All leases shall be for a term of not less than six (6) months. In the event that the ten (10%) percent leasing cap is met, the Board shall have the authority to allow exceptions from this restriction for Owners not currently leasing their Lot or Dwelling Unit, in the following circumstances:

- i) Loss of income;
- ii) Occupational relocation;
- iii) Family emergency;
- iv) Removal of tenant for violating Association documents or rules;
- v) Military transfer of the Tenant or Owner; or
- vi) Permanent disability of the Tenant or Owner

The Board shall have the authority to consider certain other hardship exceptions, as it may determine to be in the best interest of the membership. An owner desiring to seek an exception as contained herein shall apply to the Board, in writing, and supply such information as the Board may require. If an exception is granted, the Owner shall have sixty (60) days to submit a lease to the Board for approval. All leases granted subject to an exception shall be for a maximum of one (1) year. If the exception is sought to be extended, the Owner must reapply in accordance with this provision within sixty (60) days of the expiration of the lease.

The Association shall have the right to evict a tenant, as an agent for the Owner, for either the tenant's or Owner's failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association. The Owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the Owner and may be collected in the same manner as an assessment.