

**AMENDMENTS TO THE MASTER DECLARATION
FOR BRIAR BAY COMMUNITY ASSOCIATION**

I. Article 1 “Definitions” as follows:

1.9 COMMUNITY ASSOCIATION means the corporation formed pursuant to the Articles of Incorporation attached hereto as an exhibit, to wit: Briar Bay Community Association, the “Master Association”. COMMUNITY ASSOCIATION and MASTER ASSOCIATION shall mean Briar Bay Community Association herein.

1.31 SUB-COMMUNITY ASSOCIATION shall mean a sub community within Briar Bay Community Association.

II. Amendment to Article 6, Section 6.22 “Leases” as follows:

6.22. Leases. All leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies of said lease must be delivered to the COMMUNITY ASSOCIATION and the SUB-COMMUNITY ASSOCIATION prior to occupancy by the tenant(s).

6.22.1 Definition. "Leasing" is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

6.22.2 Any potential tenant(s) shall be approved by the COMMUNITY ASSOCIATION Board of Directors or a Committee appointed by the COMMUNITY ASSOCIATION Board of Directors prior to move in. Approvals shall be based upon criteria established by the Board of Directors from time to time, which may consist of, but not limited to, criminal background checks, prior judgments, rental history and credit history. Personal interviews may be performed by the COMMUNITY ASSOCIATION Board or Directors, an Appointed Committee or Agent of the Association. Any SUB-COMMUNITY ASSOCIATION shall have the right to deny any lease application for that SUB-COMMUNITY ASSOCIATION that was approved by the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent, based on their own investigation and criteria.

6.22.3 The minimum term of any lease shall be Six (6) months and the maximum term shall be Twelve (12) months. At the termination (completion) of any lease, the lease may be renewed on a month to month basis with the written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.

6.22.4 UNITS may only be rented in their entirety; no fraction or portion may be rented. There shall be no subleasing of UNITS or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a UNIT. No UNIT shall be leased more than twice in any consecutive Twelve (12) month period without prior written approval from the COMMUNITY ASSOCIATION Board of Directors, its Appointed Committee or Agent.

6.22.5 A non-refundable application fee and a non-refundable investigative fee shall be charged to each prospective tenant over the age of 18 years, as determined by the Board of Directors from time to time.

6.22.6 The Owner(s) of a leased UNIT shall be responsible for any and all damage or harm caused by the tenant(s) of that UNIT to any property of or to be maintained by the COMMUNITY ASSOCIATION or any property of or to be maintained by any SUB-COMMUNITY ASSOCIATION.

6.22.7 The COMMUNITY ASSOCIATION may charge the Owner of the UNIT a refundable deposit of Fifteen Hundred (\$1,500) or One (1) month's rent whichever is greater (the "Tenant Escrow Deposit"). This deposit will be held in escrow in a non-interest bearing account and may be used by the COMMUNITY ASSOCIATION to repair or replace any damage to any property of or to be maintained by the COMMUNITY ASSOCIATION, resulting from the acts or omission of the tenant(s) of that UNIT. If the COMMUNITY ASSOCIATION needs to use any portion of the deposit to repair or replace any damage caused by the tenant(s) to any property of or to be maintained by the COMMUNITY ASSOCIATION, then upon the request of the COMMUNITY ASSOCIATION, that amount must be replaced by that UNIT owner within Fifteen (15) days upon written notice/demand for same or the lease will be terminated. If any damage caused by the tenant(s) exceeds the deposit, then the UNIT owner shall be responsible for the remaining amount of the damage.

6.22.8 The SUB-COMMUNITY ASSOCIATION may charge a UNIT owner a separate deposit for any leased UNIT in their SUB-COMMUNITY, if their governing documents so provide. If a SUB-COMMUNITY chooses to charge a separate deposit, then that deposit must be used first to pay for any damage caused by the tenant(s) of that UNIT to COMMUNITY ASSOCIATION property.

6.22.9 All Tenant Escrow Deposits will be returned to the UNIT owner within Sixty (60) days from written request to the COMMUNITY ASSOCIATION sent by certified mail, return receipt requested, with proof that all tenant(s) have vacated the UNIT.

6.22.10 All deposits and fees must be paid and ALL tenants must be approved by the COMMUNITY ASSOCIATION before any tenant is permitted to occupy any UNIT.

6.22.11 The owner of a leased UNIT must provide the tenant of the UNIT with a copy of the governing documents of the COMMUNITY ASSOCIATION and a copy of the governing documents of the SUB-COMMUNITY ASSOCIATION. Prior to approval of any prospective lessee, every prospective Lessee shall be required to submit an application for approval including consent for background checks and interview with the Approval Committee or the Board's designated agent for that purpose. Members of the Committee or the Board's designated agent shall be appointed by the Board and need not, but may be, composed of members of the Association, including Board members. Said Committee or designated agent shall make recommendations to the Board, which shall be the sole authority for approval/disapproval of Leasing. The purpose of this required interview is to review the Association's governing documents, including its rules and regulations, with prospective lessees, and to have said prospective lessees execute and acknowledgment that they have reviewed, understand and will abide by said governing documents, to review the prospective lessee's application and other required material and thereafter approve or disapprove prospective lessees, based on the results of said interview and review of lessee's application and such background checks as may be required by the Board.

6.22.12 **Failure to Give Notice.** If the above required notice to the COMMUNITY ASSOCIATION is not given, then, at any time after receiving knowledge of a lease or possession of a UNIT, the COMMUNITY ASSOCIATION, at its election and without notice, may approve or disapprove the lease transaction. If the COMMUNITY ASSOCIATION disapproves the lease or lessee, the COMMUNITY ASSOCIATION shall proceed as if it had received the required notice on the date of such disapproval. 6.22.13 Each Owner shall cause all occupants of his or her Unit to comply with the Declaration, By-Laws, and the Rules and Regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto. All leases of UNITS shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound, by the provisions of the COMMUNITY ASSOCIATION'S governing documents and rules and regulations. Additionally, by leasing a UNIT the UNIT owner(s) deem the COMMUNITY ASSOCIATION its Agent and authorize them to bring eviction proceedings, if deemed necessary by the COMMUNITY ASSOCIATION.

6.22.14 **Time for Approval / Disapproval.** Within fifteen (15) days after such written notice and information and receipt of the required fee, the Association must either approve or disapprove the proposed lease. Such approval or disapproval shall be in

writing and transmitted to the lessor within the aforesaid fifteen (15) day period and failure to do so shall constitute approval of the lease.

6.22.15 Failure of Owner to Comply With These Requirements. The failure of a UNIT owner to give notice or allow possession or continued possession by a disapproved lessee shall constitute a separate violation for each day the disapproved lessee(s) remains in possession beyond the date of receipt of notice of disapproval by the COMMUNITY ASSOCIATION. Said owner shall be subject to separate fines levied by the COMMUNITY ASSOCIATION for each daily violation or any other enforcement alternative permitted under the governing documents and/or Florida Statutes.