

PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
LANSBROOK MASTER ASSOCIATION, INC.

The following is a proposed amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Lansbrook Master Association, Inc., originally recorded in Official Records Book 6769, Page 799 et seq., in the Public Records of Pinellas County, Florida, and as subsequently amended.

NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.

Article VII of the Declaration of Covenants, Conditions, Restrictions and Easements is hereby amended to read as follows:

ARTICLE VII

7.11 Residential Area.

All Parcels, Lots and Condominium Units located in the Residential Area shall be improved and used solely for single-Family residential use; provided, however, that this provision shall not preclude any Owner in the Properties from renting or leasing all of his Parcel, Lot or Condominium Unit (collectively “Dwelling” as used herein below) by means of a written lease or rental agreement subject to the Restrictions set forth below and as may be supplemented by the Declarations of the individual Sub-Associations. No Parcel, Lot or Condominium Unit in the Residential Area shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any nonresidential purposes; ~~except Declarant, any Secondary Developer and any Merchant Builder and their successors and assigns, may use any portion of the Properties owned by them for model home sites and display and sales and leasing offices during the construction and sales period, in accordance with Article X thereof.~~ In order to ensure a community of congenial residents and thus protect the value of the lots, the leasing of Dwellings by any owner shall be subject to the following provisions:

(a) All leases and occupancy of a Dwelling shall be subject to prior approval of the Sub-Association.

(b) No Dwelling may be leased during the first twelve (12) months of ownership following the transfer of a lot that occurs after the effective date of this amendment, and such Dwelling may not be occupied by any person other than a “bona-fide owner” (and his/her family members) during such period. For the purpose of this restriction, a “bona-fide owner” is defined as an individual that owns at least one-third (1/3) of the total interest in the lot as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership, interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited. After the twelve (12)

month waiting period post transfer, the Dwelling may be leased regardless of whether such Dwelling was occupied by a bona-fide owner or unoccupied for such period.

- (i) If an owner violates this restriction, any period of time during which the Dwelling is leased in violation of this restriction will be added to the twelve (12) month time period which starts when title to the lot is acquired.
- (ii) If a Dwelling is currently leased at the time of any sale or transfer, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy provided to the Sub-Association. Additionally, the period of time for which the Dwelling is leased following the acquisition of title by the new owner will not be counted toward the waiting period for new leases. Therefore, the twelve (12) month waiting period will not begin until the end of any lease that is in effect at the time that such new owner takes title to the lot.
- (iii) The Board of Directors of the Master Association is hereby given the authority to grant exceptions to this Section without limitation.

(c) No lease shall be for a period of less than six (6) months. Vacation rentals (including, but without limitation, any rentals and/or advertising through Airbnb, VRBO, etc.) are strictly prohibited. No online marketing or advertising for the lease of a Dwelling may list availability of the Dwelling for a period of less than the required minimum lease term. No individual rooms may be rented for any purpose. This restriction specifically includes licensing a Dwelling for temporary occupancy, regardless of whether or not the owner is residing in the Dwelling at the time of the licensed occupancy.

(d) Within a reasonable time, not less than twenty (20) days prior to the commencement of a proposed lease term, an owner or his agent shall apply to the Sub-Association within which the lot is located for approval of such lease, and pay such application fee as established by the Board of Directors of the Sub-Association from time to time, not to exceed any limitation imposed by the Florida Statutes or the Master Association. The owner or the intended lessee shall furnish such information as the Sub-Association may reasonably require, including all information necessary to conduct a criminal background check, and a copy of the proposed lease. No lease renewals, subleasing, assignment of a lease, or any change in occupancy, is permitted without further application and approval from the Sub-Association. It shall be the owner's obligation to furnish the lessee with a copy of governing documents and any other disclosures required by the Florida Statutes.

(e) It shall be the duty of the Sub-Association to notify the owner of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application with all required information. If a proposed lease is disapproved by the Sub-Association, the owner shall be advised in writing and the lease shall not be made.

(f) Reasons for potential disapproval of a lease include, without limitation:

(i) A prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest.

(ii) A history evidencing actions which indicate a disregard for, or indifference concerning, rules and regulations associated with community living.

(iii) Providing untimely, false, or incomplete information in connection with the application.

(iv) Delinquent monetary obligations owed to the Association.

(g) Prohibition against Sexual Predators and Offenders. Neither “sexual predators” nor “sexual offenders” as those terms are defined by the Florida Statutes, shall be permitted to occupy any Dwelling, at any time, whether he or she is an owner, tenant or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such Dwelling. Any occupancy in violation of this provision shall be subject to legal action for injunctive relief to remove such individual from the Property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Sub-Association or Master Association, is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual directors, the Sub-Association, or the Master Association, be liable to an owner, resident, tenant, guest or other persons on the premises for not conducting a criminal background check, nor for the failure to discover the criminal history of an occupant.

(h) Unauthorized Transactions. Any lease or occupancy of a Dwelling, which is not authorized pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Sub-Association or Master Association, and either the Sub-Association or the Master Association may institute suit to remove any unauthorized occupant(s) from a Dwelling, in which event the owner of such lot shall be liable for all court costs and reasonable attorneys’ fees incurred by the Sub-Association or Master Association, including fees which may be incurred in pre-suit enforcement efforts, and on appeal.

(i) Exceptions. The foregoing provisions restricting leasing in the first year of ownership and requiring approval of a tenant shall not apply to the continued and uninterrupted occupancy of a Dwelling by a prior owner under a bona-fide “rent back agreement.”

(j) The Master Association shall have the authority to adopt additional rules, policies, and guidelines to assist the Sub-Associations with the implementation and enforcement of the above restrictions.

END OF PROPOSED AMENDMENT