

**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
STONEBROOK AT GATEWAY**

The Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Gateway shall
be
amended as shown below.

*THE ENTIRE SECTION 5.25 HAS BEEN SUBSTANTIALLY REWORDED. SEE ORIGINAL
SECTION FOR ORIGINAL TEXT.*

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5.25 Occupancy in the Absence of the Owner and Leasing of the Living Units.

(A) Occupancy in Absence of Owner. If the owner and his family who permanently reside with him are not occupying the Living Unit, then any occupancy shall be considered a lease

whether or not the occupants are paying rent, and shall be subject to provisions pertaining to leases

as set forth elsewhere herein, except that the owner may permit his home to be occupied without

compliance with the provision pertaining to leasing under the following circumstances and limitations:

1. Any person who is the grandparent, parent, or child of the owner or the owner's spouse, if any, may occupy the Living Unit in the absence of the owner without limitation as to the number of occasions or length of stay.
2. All overnight guests who are not accompanied by owners must be registered with the Association office and authorized by written instructions from the owner to avoid having their presence challenged by other owners, security, or management. The owner shall submit the names of all house guests and the length of their stay in writing to the management office in advance.
3. Approved lessees may also have guests in compliance with the circumstances and limitations set forth above.
4. Upon prior written application by the owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the Board's discretion for the sole purpose of avoiding undue hardship or inequity.

(B) Leasing of Living Units. Neighborhood covenants may establish stricter standards and collect their own fees and damage escrow, but the following restrictions shall apply to the occupancy of the Living Units in the Community:

1. All leases must be in writing, even if no rent or other consideration is involved.

2. The minimum lease term shall be thirty (30) days and single family homes and villas shall not be rented more than two (2) times in a calendar year. No new lease shall begin sooner than thirty (30) days after the first day of the last lease.
3. An owner may lease only his entire Living Unit and no room rental or subleasing is permitted.
4. The lessee must be a natural person as opposed to an artificial entity, such as a corporation, partnership, trust, etc.
5. The Association may file suit to evict any tenants in its own name and without consent of the owner in the event that any lessee violates the provisions of the Declaration or the rules or regulations of the Association. In such cases, the owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of suit.
6. Any owner who is more than thirty (30) days in arrears on the obligation to pay regular or special maintenance assessments is deemed to have assigned the right to collect rents to the Association and, solely upon demand by the Association, the tenant shall make payment of all or such portion of the future rents that the Association specifies for so long as the Association specifies. The Association shall apply the rent to the owner's unpaid account for past due regular and special assessments, interest, late fees, costs, and attorneys' fees, and shall promptly remit any excess over the amounts due on the account to the owner.
7. Owners shall provide the Association with a copy of the proposed lease and fully completed application for approval of the lease not less than fourteen (14) days prior to the proposed occupancy.
8. The Association may determine the form of the application for approval of leases, prescribe a form of lease to be used by the owners, and may conduct interviews and background checks on all proposed occupants.
9. The Association may charge an application fee and collect a security deposit in the maximum amount allowed by law.
10. The Association may impose conditions on lessees that are stricter than those that apply to owners regarding pets and the number of persons who will be allowed to occupy the Living Unit overnight and as to the number of vehicles that lessees and their visitors and guests may park in the Community.
11. A proposed lease may only be disapproved for good cause. Appropriate good cause grounds for disapproval shall include, but not be limited to, the following:
 - (a) The owner is delinquent in the payment of assessments at the time the application is considered.

- (b) The owner has a history of leasing his Living Unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his Living Unit.
 - (c) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.
 - (d) The application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the property.
 - (e) The prospective lessee or any proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.
 - (f) The prospective lessee or any proposed occupants have a history of conduct which evidences disregard for the rights and property of others.
 - (g) The prospective lessee or any proposed occupants evidence a strong possibility of financial irresponsibility.
 - (h) The prospective lessee or any proposed occupants have, during previous occupancy, evidenced an attitude of disregard for the Association rules.
 - (i) The prospective lessee or any proposed occupants have given false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
 - (j) The owner fails to give proper notice to the Board of Directors of his intention to lease his Living Unit.
- (C) **Unapproved Leases.** Any lease of a Living Unit that has not been approved by the Association may, at the option of the Association, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent for such eviction from the owner.