

AMENDMENTS TO DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR NAUTICA  
[Added language is underlined. Deleted is ~~stricken through~~]

1. Article X, Section 5, shall be amended to read as follows:

**Section 5. LEASES.** No portion of a Home (other than an entire Home) may be rented. Subleases are prohibited. No rooms may be rented. All leases shall provide that the Association shall the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, applicable rules and regulations, or any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with his tenant for compliance with the Nautica Documents and to the Association to pay any claim for injury or damage to property caused by the negligence or intentional act of the tenant or person(s) occupying the Home with the tenant, or guest or invitee of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered.

A. Application and Approval for Leasing.

(i) Timeframe to Submit Application for Approval

All leases and lease renewals shall be subject to prior written approval of the Association. Approval shall not be unreasonably withheld. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, an Owner or his agent shall apply to the Association for approval of such lease. If desired, the Board or its managing agent may prescribe the application form. The Board may require the use of a uniform lease or require the addition of an addendum, protecting the Association's interests. It shall be the Owner's obligation to furnish the lessee with a copy of the governing documents of the Association, including the Declaration and applicable Rules and Regulations.

(ii) Waiver of Application Requirement

The Association may waive the application requirement if the tenant/tenants has/have resided in the Home pursuant to an approved lease prior to the effective date of the instant lease. However, this shall not be construed as to allow leasing, renting or occupancy by persons other than permitted guests without the advance written approval of the Board.

(iii) Interview of Prospective Tenant & Background Check

The Owner or the intended lessee shall furnish to the Association such information as Association may reasonably require, including a true, correct and complete copy of the proposed lease, and the prospective lessee (as well as all

intended occupants of the Home) shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The Association may require a background investigation as to the proposed lessee (including all intended occupants of the Home) finances, credit history, criminal history, residential history or otherwise.

**B. Disapproval of Lease.**

It shall be the duty of the Association to notify the Owner of approval or disapproval of such proposed lease/lease renewal within thirty (30) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee and proposed occupants, whichever date last occurs. Failure of the Association to respond in writing within thirty (30) days shall be deemed to constitute approval. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease or renewal, the lease shall not be made or renewed. Any rental of a Home made in violation of this Declaration shall be voidable and the Association may act as agent for Owner and invoke any remedies provided by law, including but not limited to, the initiation of immediate eviction proceedings to evict the unauthorized persons in possession in accordance with Florida's landlord tenant statute, currently Chapter 83. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application. The Board may consider the following factors and may confer with counsel in reaching its decision.

**C. Grounds for Disapproval of Lease.**

The following may be deemed to constitute good cause for disapproval:

- (1) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself inconsistently with the Declaration, Bylaws, Articles of Incorporation, or the applicable Rules and Regulations of the Association, as they may be amended from time to time, or the occupancy would be inconsistent with the aforementioned documents
- (2) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude. For purposes of this provision, "conviction" shall mean the result of a criminal trial or legal proceeding (including a plea), which results in a judgment or sentence that the individual is guilty of committing a felony under any state's or foreign jurisdiction's penal laws. In the event the felony conviction is more than 10 years prior to the date of application, the Association may elect to waive this basis for denial at its sole discretion depending on the nature of the felony conviction.

- (3) The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.
- (4) The Owner allows a prospective lessee to take possession of the premises prior to written approval by the Association as provided for herein.
- (5) The person seeking approval (including any proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.
- (6) The person seeking approval failed to provide the information, fees or appearance requirement to perform an interview in order to process the application in a timely manner.
- (7) The Owner and/or tenant(s) failed to execute a uniform lease or addendum required by the Association pursuant to subparagraph A(i) of this Section 5.
- (8) All assessments, fines and other charges against the Lot have not been paid in full, and/or the Home (and/or the Owner(s) thereof) is in violation of any of the provisions of the Governing Documents, including the Declaration and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

**D. Limit on Leasing During the First (1<sup>st</sup>) Year of Ownership.**

No Owner may lease the Owner's Lot during the first (1<sup>st</sup>) year period of ownership measured from the date the Owner received title to the Lot. After the first (1<sup>st</sup>) year period of ownership, an Owner may lease the Owner's Lot subject to the tenant approval and screening process and the other requirements and limitations of the Declaration and Rules and Regulations, as the same may be amended from time to time. If a Lot is leased, and the Owner seeks to sell or otherwise convey the Lot, the Owner shall, prior to closing and conveyance of the Lot, terminate the lease and remove the tenant(s). A purchaser may not purchase a Lot subject to an existing lease because purchasing a Lot subject to an existing lease would violate the prohibition on leasing during the first (1<sup>st</sup>) year period of ownership. Notwithstanding the foregoing, if an institutional lender takes to title to a Lot by foreclosure or deed-in-lieu of foreclosure, this paragraph shall not apply to said institutional lender

**E. Default in Payment of Assessments While Lot Leased.**

If the Owner defaults in payment of Association assessments while the Owner's Lot is leased or has any other outstanding monetary obligation to the Association, then in

accordance with Section 720.3085(8), Florida Statutes, the Association may require the tenant to pay the rent to the Association until all of the monetary obligations of the Owner related to the Lot have been paid in full to the Association, including without limitation, assessments, fines, interest, late fees, attorneys' fees, and costs. If Section 720.3085(8) is ever rescinded by the Legislature, then this subsection of 720.3085 as it existed as of 2013 shall be deemed incorporated into this paragraph as if fully set forth herein. The remedy provided for herein shall be in addition to all other remedies available to the Association for the non-payment of assessments or other monetary obligations of the Owner relative to the Lot under the Governing Documents of Nautica and Florida law.

**F. Guests Occupying Home for Longer than thirty (30) days where Owner is Not Present.**

A person residing in a Home for longer than thirty (30) days where the Owner is not present shall be deemed to be leasing the Home (regardless of whether a lease exists or rent is paid) and therefore subject to the requirement of Association approval and all other restrictions on leasing. However, an Owner may permit members of the Owner's immediate family ("immediate family" is defined as parents, children, brothers, or sisters of the Owner) to reside in the Owner's Home with or without the Owner being present, on a guest basis. If the Owner is not leasing the Home to the immediate family member, such occupancy by an immediate family member as a guest is not restricted as a lease. However, the Association Board may require the Owner to present verification that an occupant is a bona fide immediate family member. Further, the Owner is in all events responsible for all conduct of occupants.

If the Association observes that a Home is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guest of occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

**G. Occupancy**

(i) No Home may be occupied by more than two (2) persons per bedroom in the Home. Occupancy of a Home is limited to one family – no more than one family can occupy a Home. A "family" is defined as:

(1) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage, adoption, or

(2) One unmarried couple,

and the children of either or both of them who reside together as a single household.

(ii) Occupancy of a Home by groups of unrelated persons is prohibited.

(iii) If a Home is owned by an entity (corporation, partnership, limited liability company, trust, etc.), the entity must designate all occupants for the Association in order to obtain Association approval for the occupants; and all occupants must have the relationship to each other as otherwise required above for single family occupancy.

(iv) In addition, an Owner or tenant is permitted to have live-in housekeepers, nannies, or care givers subject to compliance with the limited number of occupants.

(v) If the Association observes that a Home is occupied by people other than the Owner, based on change in vehicles, or other observations, the Owner and the guests or occupants shall promptly comply with Association requests for identification and information about the occupancy and family relationship of the occupants.

2. Article XIII, Section 3, shall be amended to read as follows:

**Section 3 ENFORCEMENT.** The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees.

In addition, the Association or any Lot Owner who takes action to enforce these covenants, restrictions, and any rules and regulations, which does not result in a lawsuit being filed, shall be entitled to recover Legal Fees including such Legal Fees for providing any and all pre-suit notice(s) of violation of these covenants and restrictions, and rules and regulations, any and all statutory demand(s) for pre-suit mediation, and any other fees and costs incurred pre-suit to resolve any alleged violation(s) of the foregoing. If the Association is awarded Legal Fees against an Owner for violation of these covenants and restrictions, and rules and regulations, and said award remains unpaid for more than (30) days after the award becomes a final order not subject to appeal, then all amounts so awarded, including interest thereon, shall be secured by a lien against the Owner's Lot with the same force and effect as a lien for unpaid assessments, which the Association may foreclose in the same manner and procedure as set forth in Article IV of this Declaration. In such an event, the Association shall be entitled to recover all additional Legal Fees to foreclose said lien, as set forth in Article IV of this Declaration.

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