

**CERTIFICATE OF AMENDMENT  
TO  
MODIFICATION AND RESTATEMENT OF RESTRICTIONS AGREEMENTS  
FOR HERNANDO BEACH, UNIT 13-B AND UNIT 13-C**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 14, 2020, by the approval of not less than two-thirds (2/3) of the members present and voting in person or by proxy, the Modification and Restatement of Restriction Agreements for Hernando Beach, Unit 13-B and Unit 13-C, as originally recorded in O.R. Book 996, Page 1318 et seq. of the Public Records of Hernando County, Florida, be, and the same is hereby amended as shown on the attached Exhibit "A".

IN WITNESS WHEREOF, Hernando Beach South Property Owners Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 14 day of MAY, 2020.

HERNANDO BEACH SOUTH PROPERTY  
OWNERS ASSOCIATION, INC.

(Corporate Seal)

By: Stuart Sturm  
Stuart Sturm, President

ATTEST:

Linda Jackson  
Linda Jackson, Secretary

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 14 day of MAY, 2020, by Stuart Sturm, as President, and Linda Jackson, as Secretary of HERNANDO BEACH SOUTH PROPERTY OWNERS ASSOCIATION, INC., a Florida Not-For-Profit Corporation, on behalf of said corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.



MARY ANN SYRASKI  
Commission # GG 135590  
Expires November 13, 2021  
Bonded Thru Budget Notary Services

NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



**SCHEDULE OF AMENDMENTS  
TO MODIFICATION AND RESTATEMENT OF RESTRICTIONS AGREEMENTS  
FOR HERNANDO BEACH, UNIT 13-B AND UNIT 13-C**

1. Paragraph 27, Leasing, of the Declaration shall be amended to read as follows:

27. Leasing and Occupancy. No Owner shall lease their property without first receiving the approval of the Association. No Lot or residence shall be rented or leased for a period of less than ninety (90) consecutive days. No portion of a Lot and/or residence other than an entire residence, may be rented and no individual rooms or portions of the Lot and/or residence may be rented. A Lot or residence may be leased for single-family residential use only. For the purpose of this Section, "single-family residential use" shall mean occupancy by a single housekeeping unit composed of one (1) person; two (2) people no matter how related; or three (3) or more persons, all of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a Dwelling by three (3) or more unrelated adults while clarifying the nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws. Each owner shall deliver a copy of each lease or rental agreement for his Lot to the Association not less than ten (10) days before the lease is to begin. The Association shall review all leases and rental agreements for Lots and residences to insure compliance with this provision. The owner shall, no less than thirty (30) days in advance of the proposed start date of the lease or occupancy, notify the Board of Directors, in writing, of an intent to lease or an intent to renew an existing lease and shall provide all such information as the Board may reasonably require. The Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct a criminal background check, but shall not be obligated to do so. In connection with running a criminal background check, the Association shall be entitled to any information necessary for same. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed leases and occupancies from time to time.

The Board of Directors may disapprove a proposed lease or occupancy 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 owner, 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 or violent, theft or drug related felony or misdemeanor crime, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the Community;

EXHIBIT "A"



- (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/predator.

This section shall also apply to all occupants, which shall be defined as any person staying overnight in a residence, with or without the presence of the owner, more than thirty (30) days in any given twelve (12) month period. Occupants shall be required to complete an application in the same manner as a proposed tenant, including the charging of a fee and conducting criminal background check. Occupants subject to this provision shall not include immediate family members of the owner, which shall include the owner's parents, grandparents, spouse, children, brother or sister.

The owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, Bylaws, and the rules and regulations against a tenant and/or occupant and the tenant's/occupant's family members, guests, and invitees. The Association shall have the authority to evict the tenant/occupant for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, as an agent of the owner, pursuant to Chapter 83 of the Florida Statutes. The owner shall cooperate with the Association in any manner necessary to effectuate the eviction and owner shall be solely responsible for any and all costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant under the provisions of Chapter 83 of the Florida Statutes.