

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Brian S. Hess, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

_____ the space above this line is reserved for recording purposes _____

**CERTIFICATE OF AMENDMENT TO DECLARATION OF
CONDOMINIUM OF STONEWOOD TOWERS, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of STONEWOOD TOWERS CONDOMINIUM ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the Declaration of Condominium of Stonewood Towers, a Condominium, recorded in Official Records Book 2237, Page 2480, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the Amendment to Declaration of Condominium of Stonewood Towers, a Condominium, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 17th day of August, 2015 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XIV of the Declaration, as amended, with such approval of the Amendment being signed by the owners of at least seventy-five percent (75%) of the units whose votes were cast in person or by proxy at the meeting. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a condominium association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 17th day of August, 2015.

Signed, sealed and delivered
in the presence of:

STONEWOOD TOWERS
CONDOMINIUM ASSOCIATION, INC.

[Signature]
(Sign - Witness 1)
CATHRYN POWERS
(Print - Witness 1)

By: [Signature]
(Sign)
Karl B. Overbeck
(Print)

[Signature]
(Sign - Witness 2)
Milton M. [unclear]
(Print - Witness 2)

President, Stonewood Towers Condominium
Association, Inc.

[Signature]
(Sign - Witness 1)
CATHRYN POWERS
(Print - Witness 1)

Attest: [Signature]
(Sign)
SUSAN BURROWS
(Print)

[Signature]
(Sign - Witness 2)
Milton M. [unclear]
(Print - Witness 2)

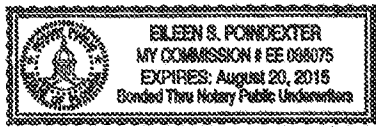
Secretary, Stonewood Towers Condominium
Association, Inc.

STATE OF FLORIDA
COUNTY OF Brevard

The foregoing was acknowledged before me this 17th day of August,
20 15, by Karl B. Overbeck, as President, and Susan Burrows,
as Secretary, of Stonewood Towers Condominium Association, Inc., a Florida not for profit
corporation, on behalf of the corporation, who are personally known to me or who have produced
as identification.

NOTARY PUBLIC
[Signature] (Sign)
Eileen S. Poindexter (Print)

State of Florida, At Large
My Commission Expires:



**AMENDMENT TO DECLARATION OF CONDOMINIUM
OF STONEWOOD TOWERS, A CONDOMINIUM**

The following amendments are made to Article X, Sections (a), (b) and (d), and Article XIII, Section (a) of the DECLARATION OF CONDOMINIUM OF STONEWOOD TOWERS, A CONDOMINIUM, recorded in Official Records Book 2237, Page 2480, *et. seq.* (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

X

USE RESTRICTIONS

~~a. — Each apartment is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees. Each two-bedroom unit is hereby restricted to no more than four (4) occupants, and each three-bedroom unit is hereby restricted to no more than five (5) occupants.~~

a. Each apartment shall be occupied only as a residence, but in no event shall a two-bedroom unit be occupied as a residence by more than four (4) persons at any one time, nor shall a three-bedroom unit be occupied as a residence by more than five (5) persons at any one time. For purposes of this provision, and for this Declaration, as amended, an individual shall be considered to be an occupant of a unit and to reside in the unit (e.g., to be a resident of the unit) when any such individual is physically present in such unit for longer than eleven (11) consecutive hours for any number of calendar days greater than thirty (30) calendar days, whether consecutive or not, within any 180 calendar day period.

~~b. — The apartment may be rented provided the occupancy is only by one (1) lessee and members of his immediate family, guests and his servants. No rooms may be rented and no transient tenants may be accommodated. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as an apartment owner. Time sharing of apartments is prohibited. Ownership of an apartment on a monthly or weekly time sharing program is prohibited. The minimum rental period shall not be less than ninety (90) days. Subleasing of apartments is prohibited.~~

b. Leasing. Any Owner of a unit shall be entitled to rent or lease such unit, subject to the following provisions, which shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement:

- (1) A written rental or lease agreement must exist specifying that (i) the tenant shall be subject to all provisions of this Declaration, and (ii) a failure to comply with any provision of this Declaration shall constitute default under the rental or lease agreement;

- (2) The period of the rental or lease agreement is not less than ninety (90) days;
- (3) The Owner gives notice of the tenancy to the Association, as further provided in this Section, and is otherwise in compliance with the terms of this Declaration;
- (4) No portion of a unit, other than the entire unit, shall be rented or leased. As such, no room or other structure which exists as a portion of a unit shall be rented or leased separate and apart from any remaining portion of the unit which may be subject to a rental or lease agreement.;
- (5) All persons 18 years or older, residing or proposed to reside in the unit, are included in the lease or rental agreement as subject to the terms of the lease or rental agreement and, for purposes of this Section, are considered to be tenant(s) and/or lessee(s);
- (6) Units are leased or rented exclusively for residential purposes;
- (7) No Time Shares are permitted;
- (8) Prior to, and as a condition of, occupancy of the unit by tenant(s) or lessee(s):
 - (a) the Association is furnished with a copy of the lease or rental agreement, at least fifteen (15) days in advance of any lease or rental commencing, and
 - (b) the Association approves the proposed lease, and the lease or rental agreement related thereto, as further provided in item #(10) below;
- (9) All leases or rental agreements must provide and contain (and if they do not, shall be deemed to provide and contain) the terms and provisions set forth in (a) through (f) immediately below, which shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement:
 - (a) The lessee(s) and/or tenant(s) covenant(s) and agree(s) to conform and comply with any and all covenants, conditions, restrictions, easements, terms and conditions contained in this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and all policies and/or procedures of the Association, all as amended from time to time ("Governing Documents"), together with any responsibilities set forth by State Law, including Florida Statutes Ch. 718, whether or not same are incorporated by reference as part of any lease or rental agreement, and the covenants, conditions, restrictions, easements, terms and conditions contained within the Governing Documents and State Law shall also be deemed to be assented to by any guest(s), licensee(s), or invitee(s) of any lessee(s), tenant(s), and/or Owner(s). A violation of the Governing Documents and/or State Law is, and shall be considered to be, a material

breach of the lease or rental agreement;

- (b) Each Owner covenants to enforce the terms of the lease or rental agreement and the terms of the Governing Documents and State Law with respect to the use and occupancy by the lessee(s) or tenant(s) of the unit;
- (c) Each Owner covenants to enforce the terms of the lease or rental agreement and the terms of the Governing Documents and State Law with respect to the use by the lessee(s) or tenant(s) of the Common Elements, or any other property of any nature owned by the Association;
- (d) Lessee(s), tenant(s) and Owner(s) covenant and agree not to sublease or assign this lease or any other lease of the unit, without the prior written approval of the Association;
- (e) Lessee(s), tenant(s) and Owner(s) shall, covenant and agree not to cause any damage, of any nature, to any Common Elements, or any other property of any nature owned by the Association. Similarly, lessee(s), tenant(s), and Owner(s), for themselves and for all of their guest(s), licensee(s), and/or invitee(s), covenant and agree that each and every one of the above shall not cause any damage, of any nature, to any Common Elements, or any other property of any nature owned by the Association; and
- (f) The Association shall have the right to recover and be entitled to damages, terminate any lease or rental agreement, evict (or require the Owner(s) to evict) any tenant(s) or lessee(s), and obtain injunctive relief for any violation of the Governing Documents and State Law by the tenant(s) and/or lessee(s) of such Owner(s). Should the Association opt to proceed with evicting any tenant or lessee, predicated on any violation or infraction of Governing Documents, as determined in the sole unfettered discretion of the Board, such tenant or lessee shall permanently vacate the unit within thirty (30) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), tenant(s) and/or lessee(s). Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to the address of such unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the unit. All notices provided for by this item (f) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage;
- (10) The initial guidelines for review, and approval or disapproval, of any and all proposed leases or rental agreements shall be as follows:

- (a) Not later than fifteen (15) days before the first day of anticipated occupancy and/or residency under a lease or rental agreement, a unit Owner who wishes to lease or rent his/her unit shall deliver to the Board of Administration (which may also be referred to as the "Board") written notice of the Owner's intention to lease or rent the unit, which notice shall include the following:
- (i) name, address and any other information deemed necessary by the Board of the proposed lessee(s) and/or tenant(s). All proposed residents and/or occupants of the unit age eighteen (18) years or over shall be required to be considered to be lessee(s) and/or tenant(s) for purposes of this Section;
 - (ii) two (2) documents reasonably establishing and proving each lessee's and/or tenant's identity, one (1) of which must be a valid, reasonably acceptable, and current copy of a photo identification (e.g.: driver's license, passport, or other reasonable government-issued documentation of such individual);
 - (iii) information regarding each proposed lessee's and/or tenant's pets, including but not limited to, the type, breed, and weight of the pet and the number of pets;
 - (iv) a correct, complete and executed copy of the proposed lease or rental agreement, which lease or rental agreement must provide it is subject to the prior written approval of the Association; and
 - (v) a criminal background check performed by or on behalf of the Owner regarding the intended lessee(s) and/or tenant(s). Alternatively, at the direction of the Board, or any agent of the Association, the Owner, and each intended lessee and/or tenant, shall, in writing, authorize the Association to perform a criminal background investigation upon each intended lessee and/or tenant. The Owner, or each intended lessee and/or tenant, shall also provide the Association a nominal fee, as determined by the Board, for the costs of the criminal background investigation, in advance of any such investigation. The Owner and each intended lessee and/or tenant, shall, by providing such fee, authorize any investigation into the employment, criminal background, general reputation, character, personal characteristics, and mode of living of each intended lessee and/or tenant, as the Board or any agent thereof, feels necessary or desirable. The Board shall have the authority to use any information included in any investigation received by the Association in making any decisions relating to the intended lease

and/or occupancy of a unit, except as to the extent specifically prohibited by law.

- (vi) such other and further information as the Board, in its sole unfettered discretion, deems necessary in order to conduct its evaluation of whether to approve or disapprove the anticipated lease or rental agreement. The Board may adopt rules and regulations, and require the use of approved forms, in furtherance of this purpose. Moreover, the Board shall have the authority to delegate its right and authority to review, approve or disapprove any lease or rental of a unit, or any lease or rental agreement related thereto, on behalf of the Association to any agent of the Association, or any committee of the Association (hereinafter sometimes referred to as its "Delegated Representative"), by a vote of the majority of the members of the Board. The Board shall have the authority to use any information received as a part of any review or evaluation conducted in accordance with this Section, in making any decisions relating to the intended lease and/or occupancy of a unit, except as to the extent specifically prohibited by law.
- (b) Unless the Board, within fifteen (15) days after its receipt of all the information required above, approves or disapproves the proposed lease or rental, and any lease or rental agreement related thereto, such lease and agreement shall be deemed approved as more fully set forth hereinafter. The Board or its Delegated Representative may approve or disapprove any such proposed lease or rental agreement in its sole unfettered discretion, except that the Board and/or such Delegated Representative, in exercising its power of disapproval, must act in a manner that is neither arbitrary nor unlawfully discriminatory.
- (c) Consistent with item (b) immediately above, the Board or its Delegated Representative shall have the right to disapprove any lease or rental of a unit for any reason in its sole and unfettered discretion, except as otherwise constrained herein or by law. Without limiting the extent of the Board's or its Delegated Representative's discretion, the Board or its Delegated Representative shall have the specific authority to disapprove any lease or rental of a unit if:
- (i) Any lessee and/or tenant, or proposed lessee and/or proposed tenant, has been convicted of a felony; or
- (ii) Any lessee and/or tenant, or proposed lessee and/or proposed tenant, constitutes a Sexual Predator as that term is used and/or defined in The Florida Sexual Predators Act, as same may be amended from time to time; or

- (iii) Any lessee and/or tenant, or proposed lessee and/or proposed tenant, or the Owner, has at any time, as determined by the Board within its sole unfettered discretion, violated any policy, rule and regulation, covenant, condition, or provision within the Governing Documents or State Law.
- (d) The Board or its Delegated Representative shall endeavor to review all leases or rental agreements in the order that they are received. The Board shall have the power to adopt and amend rules and regulations governing the details and methodology of this review process, including guidelines for approval and disapproval of leases or rental agreements, as the same may be deemed necessary by the Board from time to time. If the Board or its Delegated Representative, after receiving all the required lease information and documents, or, as set forth herein, fails or refuses within the allotted time to either deliver or mail a written notice to the Owner of its approval or disapproval, then the lease or rental, and any lease or rental agreement related thereto, shall be deemed approved. The Board or its Delegated Representative shall not be required to approve, and shall specifically have the sole unfettered discretion to disapprove, any lease or rental, and/or any lease or rental agreement, until such time as all unpaid assessments, expenses, judgments, fines, court costs and attorney's fees (if any) incurred by the Association, and all other monies due and owing the Association, for or in relation to the unit, have been paid in full.
- (e) If the Board or its Delegated Representative disapproves the lease or rental, and/or any lease or rental agreement related thereto, and notifies the Owner in writing within the allotted time, the lease or rental shall not be made, and any tenant and/or lessee, or proposed tenant and/or lessee, shall not occupy the unit.
- (f) If any tenant and/or lessee, or proposed tenant and/or lessee, misrepresents any information on his or her lease or rental agreement and/or in any documentation supplied to the Association in connection with the proposed lease or rental, then the Board, at any subsequent date, may, in its sole unfettered discretion, terminate any such lease or rental agreement as may have been approved or been deemed approved. Upon such event the tenant and/or lessee shall permanently vacate the unit within thirty (30) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), tenant(s) and/or lessee(s). Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to the address of such unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the

tenant(s) and/or lessee(s) of the unit. All notices provided for by this item (f) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage;

- (11) It is agreed by each Owner that any lease or rental, and/or any lease or rental agreement, that is not approved or deemed approved pursuant to the terms of this Declaration, as amended, shall be void unless subsequently approved by the Board. Further, no lease or rental agreement shall be automatically renewed or extended beyond its initial lease term without the prior written approval of the Association. Any Owner desiring to renew or extend a valid lease or rental agreement beyond its initial lease term must submit a request for renewal or extension to the Board at least fifteen (15) days prior to the expiration of the initial lease term. The provisions and procedures provided for herein for original leases and rental agreements shall likewise be applicable to any renewal or extension of any initial lease term;
- (12) The Owner(s) of a unit so proposing to lease or rent such unit hereby delegate and assign to the Association the non-exclusive power, right, and authority to evict their lessee(s) and/or tenant(s), on behalf of the Owner(s). If the lease or rental, or lease or rental agreement related thereto, is made without the approval of the Association or if lessee(s) and/or tenant(s) or Owner(s) violate any provisions of the Governing Documents or law, as determined in the sole unfettered discretion of the Board, then the Association shall have the right to:
- (a) cancel and terminate the lease and any lease agreement or rental agreement applicable thereto;
 - (b) recover damages;
 - (c) evict (or require Owner to evict) the tenant(s) and/or lessee(s), and
 - (d) obtain injunctive relief against the Owner(s), lessee(s) and tenant(s).

Should the Association opt to proceed with evicting tenant(s) and/or lessee(s), predicated on any violation or infraction of the Governing Documents or State Law, as determined in the sole unfettered discretion of the Board, such tenant and/or lessee shall permanently vacate the unit within thirty (30) days of delivery of written notice by the Association as provided for hereafter. Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to the address of such unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the unit. All notices provided for by this item #(12) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage.

Further, the Association shall be entitled to recover its reasonable attorneys' fees

and costs incurred in any such enforcement, as well as any action commenced with respect to same, whether or not a lawsuit or petition for arbitration or mediation be filed (including without limitation, attorneys' and paralegals' fees and costs upon appeal, and in bankruptcy) from the Owner(s), lessee(s) and/or tenant(s), jointly and severally. If such costs and attorneys' fees are not paid by the lessee(s), tenant(s) and/or Owner(s) within fifteen (15) days of demand therefor, such costs and attorneys' fees shall bear interest at the highest rate permitted by law. The obligation of the lessee(s), tenant(s) and/or Owner(s) to pay or reimburse the Association such costs and attorneys' fees will, if not paid within fifteen (15) days of demand therefor, give rise to a cause of action against the lessee(s), tenant(s) and Owner(s) pursuant to this Declaration, as amended, and the Association shall have the right to assess the Owner(s) for such costs and attorneys' fees as provided for in this Declaration, as amended;

- (13) Except as otherwise provided for in the Governing Documents and by law, and subject to the right of the Board to adopt and amend rules, regulations, and policies (including rules, regulations and policies governing the lease or rental of a unit, as well as access and use of Common Elements), a lessee and/or tenant of a unit has all of the use rights in the Common Elements otherwise readily available for use generally by any Owner, and the Owner of the leased or rented unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner to the unit as landlord pursuant to applicable law;
- (14) Association shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Owner(s) under any lease or rental agreement, and Owner(s) hereby agree to indemnify Association for, and to save it harmless from, any and all liability arising from any lease(s) or rental(s) of their unit(s), as well as from any occupancy and use of their unit(s). This Section shall not place responsibility for the control, care, management, or repair of said unit upon the Association, or make the Association responsible or liable for any negligence in the management, operation, upkeep, repair, or control of the unit. Similarly, the Association shall not be responsible or liable for any loss, injury or death to any lessees, as well as to their tenants, guests, subtenants, occupants, property managers, licensees, agents, and/or employees, to the maximum extent permitted by law.

...

d. No illegal immoral, improper, offensive use, nor any nuisance, as so deemed by the Board of Administration, shall be made on the condominium property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the condominium shall be observed.

...

SALES OF APARTMENTS, ASSOCIATION'S RIGHT OF FIRST REFUSAL, EXCEPTIONS

a. Prior to the sale of ~~any interest in~~ any unit within the Stonewood Condominium, the ~~Owner~~ Owner of said unit shall notify the Board of Administration, in writing, of the name; and the address, business, occupation or employment of the offeror, accompanied of the intended buyer/purchaser along with an executed copy of the bona fide offer as hereinafter defined contract, at which time the information regarding the applicable Unit number, contract purchase price, and ending date for exercise by Owners of the right of first refusal (hereinafter "Notice of Sale") will be posted for Members of the Association. Members shall be entitled to review the bona fide contract upon request. The Members of the Association shall have the first right over non-members to exercise such right of first refusal and accept such a sale at the bona fide price and on the terms contained in the notice, provided they so notify any Member so wishing to exercise this right notifies the Secretary of the Association in writing of acceptance such desire to exercise this right within no more than at least ten (10) calendar days after the posting of such Notice of Sale by the Association. Within 48 hours of receipt of said notice from any Member of that Member's wish to exercise his or her right of first refusal and acceptance of the sale, the Association will promptly forward such communication to the current unit Owner. ~~date of notice which information the Association shall will promptly forward to the owner.~~ In the event the ~~member giving notice~~ Owner wishing to sell his or her unit receives notice of the exercise of a right of first refusal and acceptance of the sale conditions from more than one (1) Member, preference shall first be given to the any Members owning a unit horizontally contiguous to the unit being transferred so being offered for sale, but if all other conditions are equal, it shall be discretionary with the member Owner giving notice to consummate the sale with whichever of the accepting Members he chooses, and nothing hereinabove shall be construed as precluding a group of Members from purchasing a unit. The provisions of this Article XIII shall not apply to the Developer, who likewise shall have the unrestricted right to sell or lease apartments which it owns in the condominium by virtue of the development or ownership of the condominium, or by reacquisition through any means. The provisions of this article shall not apply to transfers by an Owner to any members of his immediate family (spouse, children or parents). In addition, the provisions of this article do not apply to any foreclosures or judicial sales.