

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ISLESWORTH**

The Declaration of Covenants, Conditions and Restrictions has been recorded in the public records of Martin County, Florida at Official Records Book 1132, Page 700, et. seq., and amended at Official Records Book 1148, Page 1095, et. seq., Official Records Book 1161, Page 577, et. seq., Official Records Book 1402, Page 1955, et. seq., and Official Records Book 1511, Page 2485, et. seq. The same Declaration of Covenants, Conditions and Restrictions is hereby amended as approved by written consent of at least two-thirds (2/3) of the Members.

1. Article IX is amended to read as follows:

29. Leasing of Lots. The following shall apply to the leasing of Lots:

29.1 General Provisions.

(a) Application Form. The Association is vested with the authority to prescribe an application form requiring specific personal, social, financial and other data related to the intended lessees and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessees or occupants within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as integral part of the notice of intended lease.

(b) Application Fee. The Board of Directors is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. The Board of Directors is also empowered to charge an application fee in connection with the renewal of a lease.

(c) Unapproved Leases. Any lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

INSTR # 2585084  
OR BK 2866 PG 155  
(5 Pgs)  
RECORDED 07/13/2016 12:03:55 PM  
CAROLYN LITTMANN  
MARTIN COUNTY CLERK

(d) Special Remedy. All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

29.2 Leasing of Lots. A Lot Owner may lease only his entire Lot, and then only in accordance with this section, after receiving the approval of the Association.

(a) Notice by the Owner. An Owner intending to lease his Lot shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and his or her spouse and other intended occupant as a condition of approval.

(b) Approval. After the required notice and all information, transfer fees, and appearances requested have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

(c) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval may include, but not be limited to, any one or more of the following:

- (i) The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;
- (ii) The Owner has a history of leasing his or her Lot to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Lot;
- (iii) The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;

- (iv) The prospective lessees or other intended occupants have a documented history of conduct which evidences disregard for the rights and property of others, including, but not limited to, actions for eviction.
- (v) The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
- (vi) The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the owner fails to give proper notice of his intention to lease his Lot to the Board of Directors.

(d) Failure to Give Notice or Obtain Approval. If proper notice is not given or approval obtained, the Board of Directors at its election, may approve or disapprove the lease. The Association may also levy fines for the failure to comply with this section.

(e) Sub-Leasing; Renting Rooms. Sub-leasing of a Lot shall be absolutely prohibited. Furthermore, no rooms shall be rented in any Lot. The intention is that only entire Lots may be rented and Lots may not be sublet.

(f) One Year Lease Term Only. All leases must have a term of one (1) year in duration.

(g) Lease Renewals. A lease may be renewed for subsequent one (1) year periods provided: (1) the renewal is with the same lessee, (2) the renewed lease term immediately follows the expiration of the previous lease term and (3) the renewed lease has been approved by the Board of Directors in the same manner as provided by this section.

(h) Lease Extensions. Upon expiration of a lease term, the lease may be extended for three (3) months. The extension must be approved by the Board of Directors. No more than two (2) extensions will be permitted. Requests for an extension must be made in writing to the Association and signed by both the Lot Owner and Lessee. Requests for an extension must be submitted to the Association at least thirty (30) days prior to the expiration of the lease term. Upon

receipt of the extension request, the Board of Directors shall approve or disapprove the requested extension in writing within fifteen (15) days.

(i) Guests. Guests of a Lot Owner occupying a Lot when the Lot Owner is not present for more than sixty (60) days shall be deemed tenants and must be approved as tenants under this provision.

(j) Security Deposit. The Association may also require a deposit to be placed with the Association and held by it as a security against a tenant damaging the Common Elements in accordance with the Act.

Section 31. Use and Occupancy Restrictions. The use and occupancy of Lots shall be in accordance with the following provision:

31.1 Occupancy of Lots:

A. Each Lot shall be occupied by Owners and tenants and their family members and guests, as a single family residence and for no other purpose subject to any other provision in this Declaration and in the Rules and Regulations relating to use of the Lot. A "single family" shall be defined as one (1) or more persons related by blood, adoption or marriage or no more than two (2) unrelated persons occupying the whole residence as a single house-keeping unit.

(The balance of the Declaration remains unchanged.)

2. The foregoing amendment to the Declaration of Covenants, Conditions and Restrictions of Islesworth was adopted by two-thirds (2/3) of the Members.

3. All provisions of the Declaration of Covenants, Conditions and Restrictions of Islesworth are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

**IN WITNESS WHEREOF**, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 12<sup>th</sup> day of July 2016.

WITNESSES AS TO PRESIDENT:

[Signature]  
Printed Name: YVONNE BREWSTER

[Signature]  
Printed Name: Audra Creech

ISLESWORTH AT MARTIN DOWNS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
Dennis M. ROHAN, President

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me on July 12, 2016 by Dennis M. Rohan, as President of Islesworth at Martin Downs Homeowners Association, Inc. [] who is personally known to me, or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

Notarial Seal 

[Signature]  
Notary Public

WITNESSES AS TO SECRETARY:

[Signature]  
Printed Name: YVONNE BREWSTER

[Signature]  
Printed Name: Audra Creech

ISLESWORTH AT MARTIN DOWNS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]  
William A. ORAZI, Secretary

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me on July 12, 2016, by Secretary, as Secretary of Islesworth at Martin Downs Homeowners Association, Inc. [ ] who is personally known to me, or [] who has produced identification [Type of Identification: FDL 0620-921-62-341-0].

Notarial Seal 

[Signature]  
Notary Public

