

This instrument prepared by and should be returned to:

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Cross Reference to Declaration recorded in Official Records Book 5250, Page 160 and as amended in Official Records Book 7409, Page 130; and Book 9058, Page 3667 of the Public Records of Orange County, Florida.

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Martha O. Haynie, Comptroller
Orange County, FL
MB - Ret To: TAYLOR & CARLS P A



**CERTIFICATE OF SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR STONEYBROOK, A GOLF COMMUNITY**

THIS IS TO CERTIFY that the following language amending Article VI, Section 6.24 and Article V, Section 5.2 constitutes the Second Amendment to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEYBROOK, A GOLF COMMUNITY as recorded on May 5, 1997 in Official Records (OR) Book 5250, Page 160, as previously amended by the First Amendment to the Declaration recorded at OR Book 7409, Page 130, and by the Amended and Restated Supplemental Declarations of Covenants, Conditions and Restrictions Stoneybrook Apartment/Condominium Site, recorded at OR Book 9058, Page 3667, all of the Public Records of Orange County, Florida ("Declaration"). This Second Amendment was duly and properly adopted pursuant to the provisions of Article XV, Section 15.5 of the Declaration, by the approval of at least sixty-six and 2/3 (66 2/3 %) percent of the Board and seventy-five percent (75%) of the votes cast, in person or by proxy, of the members of the Association at the 2008 annual meeting of the members held on April 22, 2008.

Article VI, Section 6.24 of the Declaration is hereby amended to read as follows:

~~6.24 Leasing of Living Units/Occupancy Restrictions. No Living Unit may be leased or rented for a term shorter than thirty (30) consecutive days. The Declarant makes no representations or warranties regarding the financial feasibility of renting units or the income to be derived therefrom. Any Owner who desires or intends to rent a Living Unit must independently determine and assume responsibility for the feasibility of renting, and should consult his or her own advisor with respect to the tax consequences and economic advantage of ownership.~~

No Living Unit may be occupied, on a permanent or temporary basis, by any person deemed a sexual predator or sexual offender under Florida law. Living Units may be leased by their Owners, but only in the entirety and no fraction or portion of a Unit may be leased or sub-leased. Individual rooms of a Unit may not be leased under any circumstances. All occupants of a Unit who are eighteen years of age or older at the lease commencement date must

Additions to text are indicated by **bold underline**; deletions ~~strikeout~~.

be signatories to a valid lease agreement with the Unit's Owner, unless excused in writing from this requirement by the Board of Directors via a duly adopted resolution (e.g., guests accommodated for brief periods of time). No Unit may be leased or sub-leased to more than two (2) unrelated adults. Furthermore, no Unit may be occupied by more than two (2) unrelated adults, unless excused in writing from this requirement by the Board of Directors via a duly adopted resolution (e.g., guest accommodated for brief periods of time).

An Owner may lease his or her Unit only pursuant to a written lease agreement, a copy of which shall be supplied to the Association at least fifteen (15) days prior to the commencement of occupancy of the Unit by the proposed tenant(s). All lease agreements shall provide emergency contact telephone numbers for each Lessor and Lessee. The Owner shall conduct a criminal background check on each prospective tenant at the Owner's sole expense, and shall provide a copy of each prospective tenant's criminal background check to the Association at least fifteen (15) days prior to the commencement of occupancy of the Unit by the proposed tenant(s). The Association may, by duly promulgated Rule, provide standards related to the scope of the criminal background check. Occupancy by any proposed tenant previously convicted of a felony as evidenced by a criminal background check is prohibited.

No lease agreement shall provide for a term of less than one (1) year or more than two (2) years. Each tenant, as part of each written lease agreement, shall be obligated to comply with all of the terms and conditions of the Governing Documents of the Community Association, including all Resolutions and Rules and Regulations adopted by the Community Association's Board of Directors, as the same may be amended from time to time.

Each Owner leasing a Unit shall be obligated to remove, at the Owner's sole expense, by legal means if necessary (including prosecution of eviction proceedings), any tenant who refuses or fails to comply with all the terms and conditions of the Governing Documents, Rules and Regulations or Resolutions of the Community Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligation to remove, by eviction if necessary, any non-compliant tenant, the Community Association shall have the right, but not the obligation, to commence eviction proceedings against such non-compliant tenant. To facilitate this remedy, each lease agreement between an Owner and a tenant shall contain mandatory language designating the Community Association's duly authorized officer or management agent as the Owner's attorney-in-fact for the purpose of, and with the authority to, terminate the lease agreement and bring an eviction action against any tenant committing two or more violations of any of the provisions of the Governing Documents, Rules and Regulations or Resolutions of the Community Association, or a single violation constituting either a serious breach of the peace, an act of property destruction, or other ~~criminal or nuisance activity. The Community Association shall notify the~~ Owner of any and all violations committed by his or her tenant(s) and provide the Owner with a reasonable opportunity to attempt to cure the violation

within no more than ten (10) days of the delivery of such notice; provided, however, that if any tenant commits a violation constituting either a serious breach of the peace, an act of property destruction, or other criminal or nuisance activity, the Association shall remain obligated to provide notice to the Owner concerning said violation, but shall not be obligated to provide any opportunity for curing of such violation. Delivery of notice by the Community Association to an Owner shall be deemed effected upon the placement of a correctly stamped and properly addressed notice to the Owner in the U.S. mail directed to the address provided by the Owner in the lease agreement, to such other address as the Owner may apprise the Community Association of in writing subsequent to the execution of the lease agreement, or to the address of the Owner's Unit if the Owner has provided no other valid address to the Community Association. The Community Association shall recover all of its reasonable enforcement costs, including, without limitation, reasonable attorney's fees and paralegal fees and court costs, from the Owner and the tenant(s), jointly and severally, should the Community Association prevail in the prosecution of an eviction action or any other enforcement action against a tenant or tenants.

To avoid excessive stress and wear upon the Common Property, all Owners leasing Units shall be deemed to have delegated exclusive use of the Common Property to the Owner's tenants and the Owners shall not be permitted to utilize any of the Common Property during the term of the lease. The provisions set forth in this Section 6.24 shall apply to all leases of the Units within the Community effective June 1, 2008. Any lease agreement pre-dating June 1, 2008 shall be grand-fathered through the termination date of the lease, provided that a fully executed and dated copy of such lease agreement is supplied to the Association's management within thirty (30) days of the effective date of this Section 6.24. Furthermore, any subsequent lease or lease extension of the original term shall be subject to the provisions set forth in this Section 6.24.

Article V, Section 5.2 of the Declaration is hereby amended to read as follows:

5.2 Delegation of Use Rights in Common Areas. Upon the leasing of his Living Unit, the A Member may temporarily shall be deemed to have delegated his privilege to use the Common Areas to his tenants while they are residing in the Member's Living Unit, subject to the provisions of the Bylaws, Community Association's Rules and Regulations, and subject to the conditions, limitations and restrictions as may be stated herein. A fee may be imposed for such delegation, not necessarily limited by or related to the cost of processing such delegation. Each Member shall be financially and legally responsible to the Community Association for the actions and debts to the Community Association of any person to whom the Member has delegated his Common Area use privilege. The Member may not delegate the obligation to pay Community Association assessments. ~~Upon the lease of a Lot or Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have not such rights. If a Member delegates~~ Upon the delegation of his Common Area use privileges to a tenant residing in his Living Unit, the Member shall not be entitled to use of the facilities during the period of the delegation.

Additions to text are indicated by **bold underline**; deletions ~~strikeout~~.

Except as specifically set forth herein, all other terms and conditions of the Declaration shall continue in full force and effect without modification. The effective date of these amendments shall be the date of recording of this instrument in the Public Records of Orange County, Florida.

EXECUTED at Orlando Orange County, Florida, on this 22nd day of April, 2008.

WITNESSES:

STONEBROOK MASTER ASSOCIATION, INC., a Florida not-for-profit corporation.

M. Paul
Print Name: Michelle Paul

By: [Signature]
John Santaniello, President

J. Darin Stewart
Print Name: J. Darin Stewart

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF ORANGE

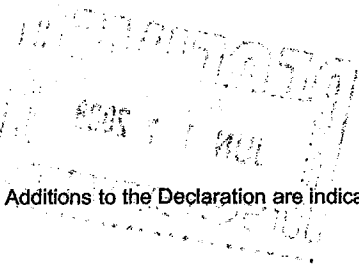
The foregoing instrument was acknowledged before me this 22nd day of April, 2008, by John Santaniello, as President, of STONEYBROOK MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.

(NOTARY SEAL)



[Signature]
Notary Public-State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

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Additions to the Declaration are indicated by **bold underline**; deletions are indicated by **strikeout**.