

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization this 12th day of November 2022, by Robert Mitchell, President of THE WEST GLEN ASSOCIATION, INC., who are personally known to me or produced Florida Drivers Licenses as identification.



Judith Butler
Comm. #GG388568
Expires: October 3, 2023
Bonded Thru Aaron Notary

My commission expires: Oct 3, 2023

Judith Butler
NOTARY PUBLIC
Printed name JUDITH BUTLER
State of Florida

Exhibit "A"

ARTICLE II of the Declaration Restrictions and Protective Covenants for West Glen are hereby amended to add the following Section 34 to Article II thereof as follows:

LEASING REGULATIONS.

a)No Owner may rent their Lot during the first year that an Owner owns a Lot. After the first year of ownership, an Owner may rent their Lot. All Owners must register their tenants with the Association with such information that the Association by and through the Board of Directors may, from time to time, reasonably require regarding the tenants. An Owner shall not rent a portion of a Residence on a Lot, only entire Residence can be rented. No Residence or portion of a Residence can be sublet. In the event that a Lot is transferred subject to a lease, the tenants may remain for the remainder of the lease term, and the Owner shall not be allowed to rent for a period of one year after the lease terminates.

b.)Owners, tenants, all other occupants, guests' invitees are subject to the Association's governing documents and all rules and regulations promulgated thereto. All leases, whether in fact or implied, are deemed to provide that the lease is subject to such governing documents and rules and regulations, and the Association may terminate the lease upon a violation of the governing documents and rules and regulations.

c.)All Owners grant the Association a power of attorney, coupled with an interest, to enforce any provisions of the governing documents, rules and regulations or lease against any tenant, including, but not limited to, the power of eviction or ejection. In the event of a default of a financial obligation by an Owner, the Owner agrees that the Association has the right to demand payment of the financial obligation from the tenant, and the tenant may offset such payment to the Association from any rent due the Owner.

d.)No lease of the Lot shall be of a term for less than one (1) year. In the event that the tenant of a Lot has to terminate a lease term in accordance with the provisions hereof, for unforeseen circumstances, the Owner may request a hardship exception to allow the rental of a Lot for a new twelve (12) month period. Variances may be made by law or by the Board of Directors of the Association in its sole and absolute discretion as required. In no event, however, shall an Owner lease a lot of a period of less than six months; any lease for a period of six months or less is presumptively an impermissible commercial activity.

e.)No more than 40 Lots may be rented to tenant without the Owner being in occupancy of a Lot at any given time within the Association; the Neighborhood Association may allow, in its sole and absolute discretion, additional Lots to be leased in excess of the fifteen (15%) percent. In the event that there are 40 Lots already leased without the Owner being in occupancy, an Owner desiring to lease the Lot may be placed on a waiting list and the Neighborhood Association may notify such Owner of the availability to rent the Lot.

f.)For purposes of this Section, a tenant is defined as any person other than an Owner who is in possession occupancy of the Lot, whether or not such person is related to the Owner, who stays in the Lot for more than fourteen (14) days per trailing twelve (12) month period, where (i) the Owner is not in occupancy; (ii) whether or not any remuneration is paid to the Owner for the occupancy. In the event of a dispute as to if a person is a tenant, the Neighborhood Association's decision by the Board of Directors shall control.

g.)A lease is defined to include, but is not limited to, any rental agreement, license, transfer of a fee interest for years (other than a life estate), or any other device that results in a tenancy similar to a lease. In the event of a dispute as to if a transaction is a lease, the Neighborhood Association's decision by the Board of Directors shall control. In the event of a "pre-occupancy" or a "post-occupancy" lease, any such lease would not be considered a lease under this Section if the lease is for a period of less than one (1) month prior to or after a scheduled closing.

h.)In the event that an artificial entity owns a Lot, for purposes of this Section the Owner shall be deemed to be an officer, director, manager, general partner, or the like, so long as said person is designated to the Association prior to occupancy, but shall not include any shareholders, members, partners, employees, contractors, customers or the like of the entity.

i.)This Section shall not apply to any Lots that may be acquired by the Neighborhood Association or any subsidiary owned by the Neighborhood Association as a result of any foreclosures of an Association lien.