## SCHEDULE OF AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW WOOD VILLAGE

ADDITIONS INDICATED BY <u>UNDERLINE</u>
DELETIONS INDICATED BY <u>STRIKE THROUGH</u>
OMISSIONS INDICATED BY ELLIPSIS....

1. ARTICLE XIII, AMENDMENT TO DECLARATION, of the Declaration shall be amended to read as follows:

This Declaration may be amended at any time upon the affirmative vote of not less than a majority of the Owners participating in a duly called meeting for this purpose, in person or by proxy, at which a quorum has been obtained. So long as Declarant, its successors or assigns, owns any Residence or any portion of the real property described in Exhibit "A" or Exhibit "B" attached hereto, it or they may change, amend or add to this Declaration, provided that the right to make any such change, amendment or addition is exercised in a reasonable manner so as not to materially adversely affect the general plan of the Properties. Any such changes, amendments or additions shall be made by Declarant, its successors or assigns, executing a written instrument setting forth same and recording same in the Public records of Pinellas County, Florida. At such time as Declarant, its successors and assigns, no longer own any of the real property described in Exhibit "A" and Exhibit "B" attached hereto, this Declaration may be amended in whole or in part by an instrument in recordable form duly executed by the holders of not less than two thirds (2/3) of the total votes of the members of the Association. No such amendment shall be effective until such time as it is duly recorded in the Public Records of Pinellas County, Florida.

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- 1. Article IV, Covenant for Maintenance Assessment, Section 4, Special Assessments for Capital Improvement, shall be amended to read as follows:
  - Section 4. Special Assessment for Capital Improvement. In addition to the annual assessments authorized above, the Association may levy, in any assessment year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Properties, including fixtures and personal property related thereto, provided that any such special assessment shall have been first approved by an affirmative vote of not less than a majority of the Owners participating, two-thirds (2/3) of the votes of the members who are voting in person or by proxy at a meeting duly called for such purpose, at which a quorum has been obtained.
- 2. Article VIII, Obligations of Owners, Section D of the Declaration, shall be amended to read as follows:
  - Each Owner shall be allowed to keep indoor household pets, such as dogs and cats, in his or her Residence. The Association will require all pets to be registered on an annual basis with the Association on such forms adopted by the Board of Directors from time to time. The Board of Directors shall be authorized to adopt and amend from time to time procedures for application for and approval of assistance animals. The Board of Directors shall have the ability to adopt additional rules and regulations regarding weight restrictions, the number of animals an Owner may own, or breed restrictions and all changes to the Association's Rules regarding pets will require 14-day mailing notice to the Membership prior to adopting any new rules. Any Owner currently maintaining a Pet as of the date of recording of this amendment, must register their animal with the Association within thirty (30) days of the date of recording in order for their pet to be grandfathered. Owners who timely notify the Association will be permitted to keep their pet(s). Upon the death of any grandfathered pet(s), an Owner may not acquire a replacement pet, unless such pet conforms to the Rules and Regulations that are currently in place as adopted by the Board of Directors from time to time. No pets, birds, fish or other animals shall be kept or maintained on or about the Properties except in accordance with the following:

i. Each Owner shall be allowed to keep one (1) dog or cat owned by said Owner in his Residence, which dog or cat shall not exceed twenty (20) pounds in weight. No dog or cat shall be permitted outside of its Owner's Residence unless attended by an adult and on leash not more than six (6) feet long. Said dogs and cats shall only walked or taken upon those portions of the Common Properties designated by the Association from time to time for such purposes. In no event shall said dogs and cats ever be allowed to be walked or taken on or about the Recreation Facility.

- ii. Small domestic pets other than dogs and cats may only be kept if they do not violate regulations established by the Association and shall be permitted only in the Residences and not upon the Common Properties. The Association shall have the power to change said regulations from time to time, but any small domestic pets permitted prior to such change shall not be affected by such change.
- Properties for commercial purposes.
- 2. Article VIII, Obligations of Owners, of the Declaration, shall be amended by adding an entirely new Subparagraph H entitled Leasing, to read as follows:
  - H. Leasing, No Lot may be leased without the prior approval of the Association. All leases shall be for a term of not less than one (1) year. Owner shall, no less than thirty (30) days in advance of the proposed start date of the lease or renewal of a lease, notify the Board of Directors, in writing, of an intent to lease or renewal of lease on such forms as the Board may require and provide a copy of any proposed lease. 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 criminal and/or financial background check(s), but shall not be obligated to do so. In connection with running criminal and/or financial background check(s), the Association shall be entitled to any information necessary for same. The Board shall have the authority to consider an applicant's credit history, including, but not limited to the applicant's credit score and ability to pay rent without third party assistance, along with any other factors deemed relevant by the Board from time to time. 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.

Not more than twenty-five percent (25%) of the Lots within Willow Wood Village Homeowners Association, Inc., Inc. shall be leased or rented at any one time. In the event that twenty-five (25%) percent of the Lots are leased at any one time and an additional Owner desires to lease his or her Residence, the Board of Directors shall create regulations and procedures for a waiting list to determine which Owner shall next be entitled to lease his or her Residence based upon a first come, first served basis. The Board shall have the authority to allow reasonable exceptions to the requirements and leasing cap contained in this paragraph due to certain hardships (e.g., occupational relocation, family emergency, military transfer of the tenant or owner, or other hardships accepted by the Board of Directors from time to time). Association-owned Lots shall be exempt from this lease cap and shall not be included in the numerator or denominator in any calculation of the lease cap. Any Parcel currently being leased at the time of recording this Amendment shall be grandfathered and shall continue to have the ability to lease his or her Parcel until such time as he or she transfers the Parcel in any manner including, but not limited to by sale, gift, devise or other transfer, except this shall not prevent an Owner from transferring the Parcel into a Trust for his or her primary benefit and continuing to have the ability to lease while he or she is the primary beneficiary of the Trust. Leasing for those grandfathered Owners shall be permitted only in conformance with the restrictions in this Section and any additional rules and regulations adopted by the Association 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 tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- Prior criminal convictions which indicate a potential threat to the health, safety or welfare of the Community;
- 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
- Status as a registered sex offender or sexual predator.