THIS DOCUMENT PREPARED BY
AND RETURN TO:
Russell E. Klemm, Esq.
CLAYTON & MCCULLOH
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751

The area above this line is for recording purposes only

CERTIFICATE OF THIRTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of THE SPRINGS COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS AND RESTRICTIONS, recorded in Official Records Book 831, Page 096, of the Public Records of Seminole County, Florida, as amended (hereinafter "Declaration"), hereby certify that the THIRTY-EIGHTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at the Annual Meeting of the Members on the 17th day of February, 2016 (hereinafter "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XI, Section 6 of the Declaration, as amended, by the affirmative vote of two-thirds (2/3) of the Members present at a duly called and constituted meeting, where a quorum of the Members was attained. Proper notice was given for the Meeting pursuant to the Bylaws 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 homeowners 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 WHEREOF, the Association has caused these presents to be executed in its name, this 29th day of February, 2016.

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY FL
CLERK'S # 2016027992 BK 8651 Pgs 0363 - 372; (10pgs) E-RECORDED 03/16/2016 02:43:54 PM

Signed, sealed and delivered
in the presence of:

David Forthuber
(Sign - Witness 1)

DAVID Forthuber
(Print - Witness 1)

Lynette Gault
(Sign - Witness 2)

Lynette GAULT
(Print - Witness 2)

THE SPRINGS COMMUNITY
ASSOCIATION, INC.

BY: [signature]
(Sign)

H.J. ALEXANDROWICZ
(Print)

President, The Springs Community
Association, Inc.

Lynette Gault
(Sign - Witness 1)

Lynette GAULT
(Print - Witness 1)

David Forthuber
(Sign - Witness 2)

DAVID Forthuber
(Print - Witness 2)

ATTEST: [signature]
(Sign)

Austin Beazley
(Print)

Secretary, The Springs Community
Association, Inc.

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 29th day of February, 20 16, by H.J. Alexandrowicz as President, and Austin Beazley, as Secretary, of THE SPRINGS COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me [X] or have produced _____ as identification.

NOTARY PUBLIC

Joni Lee Raines
(sign)

Joni Lee Raines
(print)

(Notary Seal)
State of Florida at Large
My Commission Expires:

JONI LEE RAINES
Commission # FF 178977
My Commission Expires
November 24, 2016

THIRTY-EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS

The following amendment is made to Article IX of the DECLARATION OF COVENANTS AND RESTRICTIONS, by adding (New) Article IX, Section 19.

ARTICLE IX

GENERAL RESTRICTIONS

Section 19. Leasing and Rentals. Any Owner of a Lot or Living Unit shall be entitled to rent or lease such property, 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 must be not less than seven (7) months, unless otherwise allowed by the Board;

(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 Lot or Living Unit, other than the entire Residential Unit, which exists on a Lot shall be rented or leased. As such, no room, "in-law"-style dwelling area, carriage house, "Guest Suite" or other structure which exists as a portion of a Lot or Living Unit shall be rented or leased separate and apart from any remaining portion of the Lot of Living Unit which may be subject to a rental or lease agreement;

(5) All persons 18 years or older, residing or proposed to reside on the Lot or Residential 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) Lots or Living 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 Lot or Living Unit by tenant(s) or lessee(s):

(a) the Association is furnished with a copy of the lease or rental agreement, at least thirty (30) 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. 720, 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 Lot or Living 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 Area, Common Property, including the Green Belt Areas, 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 Lot or Living 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 Area, Common Property, Green Belt Areas, 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 Area, Common Property, Green Belt Areas, 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 Residential 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 Residential Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot or Living 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 Lot 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 thirty (30) days before the first day of anticipated occupancy and/or residency under a lease or rental agreement, a Lot or Living Unit Owner who wishes to lease or rent his/her Lot or Living Unit shall deliver to the Board written notice of the Owner's intention to lease or rent the Lot or Living 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 of the Lot or Living 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, but not less than $25.00 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 Lot or Living 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 Lot or Living 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 Lot or Living Unit, except as to the extent specifically prohibited by law.

(b) Unless the Board, within thirty (30) 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 Residential 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 Lot or Living 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 under Florida or Federal law; 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 owning the Association, for or in relation to the Lot or Living 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 Lot or Living 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 Lot or Living 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 Lot or Living Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot or Living 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 Lot or Living 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) The Owner(s) of a Lot or Living Unit so proposing to lease or rent such Lot or Living 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 Residential 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 Residential Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot or Living 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 Lot or Living 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;

(12) 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 Lot or Living Unit, as well as access and use of Common Area or Common Property), a lessee and/or tenant of a Lot or Living Unit has all of the use rights in the Common Area or Common Property, including the Green Belt Area, otherwise readily available for use generally by any Owner, and the Owner of the leased or rented Lot or Living Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner to the Lot or Living Unit as landlord pursuant to applicable law;

(13) 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 Lot or Living Unit(s), as well as from any occupancy and use of their Lot or Living Unit(s). This

Section shall not place responsibility for the control, care, management, or repair of said Lot or Living Unit upon the Association, or make the Association responsible or liable for any negligence in the management, operation, upkeep, repair, or control of the Lot or Living 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;

(14) Owner(s) agree(s) that the invalidation of any provision or provisions of the covenants and restrictions set forth in this Section (or any portion thereof) by judgment or court order shall not affect or modify any of the other provisions or portions of said covenants and restrictions, which other provisions (or portions thereof) shall remain in full force and effect.