

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SHERIDAN WOODS

This Amendment to Declaration of Covenants and Restrictions made this 28th day of December, 2018 by Sheridan Woods Community Association, Inc.

WHEREAS, Sheridan Woods Community Association, Inc., is a homeowners' association (The Association) which enforces that certain Declaration of Covenants and Restrictions executed the 23rd day of November 1993 and recorded in the Official Records Book 3360, page 2496 of the Public Records of Brevard County, Florida; Amendment recorded in Official Records Book 3420, page 3855 of the Public Records of Brevard County, Florida; Amendment recorded in Official Records Book 3392, page 4705 of the Public Records of Brevard County, Florida; Amendment recorded in Official Records Book 3449, page 2411 of the Public Records of Brevard County, Florida; Amendment recorded in Official Records Book 4511, page 3684 of the Public Records of Brevard County, Florida; Amendment recorded in Official Records Book 5037, page 3697 of the Public Records of Brevard County, Florida; and Amendment recorded in Official Records Book 5565, page 6777 of the Public Records of Brevard County, Florida; and

WHEREAS, The Declaration of Covenants and Restrictions provides in Article X Section 10.1 an amendment procedure whereby The Declaration can be amended by the approval of two-thirds (2/3) of the owners in The Association; and

WHEREAS, on November 12, 2018 at least two-thirds (2/3) of the owners within the Association approved amending The Declaration.

Now therefore the owners do declare that The Declaration of Covenants and Restrictions of Sheridan Woods Community Association, Inc., is hereby amended and the real property governed by The Declaration of Covenants and Restrictions and this amendment shall be held, transferred, sold, conveyed and occupied subject to The Covenants and Restrictions in the original Declaration of Covenants and Restrictions and as set forth herein:

SECTION 1. Article 11, section 11.1 is amended in full to read as follows:

**“ARTICLE XI
Miscellaneous**

Section 11.1: Leases. Article I provides that all persons who are present in the Subdivision must comply with the covenants. In order to enforce this provision, all Owners leasing or renting their Lots and all tenants shall be required to obey the provisions of this section 11.1:

a. The Board of Directors has determined that the renting of Lots in Sheridan Woods has the potential of reducing the value of Lots in the community; will increase the frequency of

violations of the governing documents by the occupants of the rental units; will interfere with the peace and serenity of the community by increasing traffic, reducing the ecstastic appearance of units, interfering with the quiet enjoyment of homeowners in the community and will otherwise be detrimental to the health safety and welfare of the community. It is declared that the total number of Lots allowed at any given time in Sheridan woods to be rented shall not exceed ten (10) Lots or parts of Lots in the community. The Board reserves the right to grant permission to a unit owner to rent their unit even though the allowing of such rental will exceed the maximum allowance permitted for total rentals. Each request to allow such a rental in excess of the maximum allowance permitted for total rentals will be handled on a case by case basis. When considering such a request the Board shall determine if the unit owner is current in all assessments to the Association and current on other financial obligations relating to the unit.

b. No Lot or part of a Lot shall be leased or rented, with or without consideration, for any period without the express written consent of the Association. Prior to any occupancy the owner of the property shall submit an Application for Rental on a form provided by the Association and a fully executed Rental and Screening Policy Form as provided by the Association. No rental will be considered unless the completed Application for Rental and Rental and Screening Policy are received by the Association. Such applications are reviewed on a first come first served basis. Incomplete submittals will not be given any priority. Upon approval all prospective tenants and the owners shall execute a written lease as provided by the Association. This is the only approved Lease for occupancy in the Subdivision. For purposes of this section the term "consideration" includes, but is not limited to, any form of remuneration including monetary; in-kind services; responsibility for repairs, maintenance, and replacement of any property in or on a lot or residence; payment of utilities; or any other form of remuneration or compensation to the owner of the property or owner's legally appointed representative. A copy of the fully executed lease shall be given to the Association.

c. Any leases existing as of the effective date of this amendment shall be allowed to remain for the duration of the existing lease period (Initial Lease Period). At the expiration of the Initial Lease Period renewal leases must be offered and shall be governed by the provisions of this section 11.1. Any rental which has been approved pursuant to this section shall expire in accordance with subsection e. below. All renewals are reviewed on a first come first served basis. No renewal is guaranteed. Any renewal shall be first approved by the Board of Directors of Sheridan Woods. Any requested renewal shall be submitted at least 60 days in advance to the expiration of the lease to the Board of Directors of Sheridan Woods. All renewals are subject to review in accordance with the Declaration of Covenants and Restrictions for Sheridan Woods and Rules of Sheridan Woods. The Board of Directors shall notify the landlord and tenant at least 30 days prior to the expiration of the lease of its intent to renew or decline renewal. Grounds for denial include, but are not limited to, any violation of the Declaration of Covenants or any Rules or Policies of Sheridan Woods, any matter which arises after the approval of the tenant application which would be grounds to deny a rental application originally submitted (See Rental and Screening Policy).

d. Subletting of Lots or parts of Lots is prohibited.

e. No Lot or part of a Lot shall be leased for a period or term of less than six (6) consecutive months or more than twelve (12) consecutive months. No Lot may be leased more than one time in any twelve (12) consecutive month period. No Lot or part thereof may be leased or rented until the current owner has owned the property for at least 365 consecutive days.

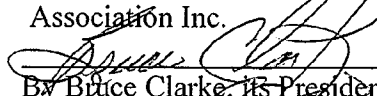
f. All occupants, tenants or lessees of a Lot and the owner or owners of such Lot are responsible to comply with, follow and obey the Governing Documents and Rules of the Association. Any violation of the governing documents and/or rules of the Association by an occupant, tenant or lessee shall be grounds for eviction by the Association pursuant to chapter 83, Florida Statutes. The remedy of eviction provided for herein is not exclusive and the Association may pursue any other remedies provided for in the Declaration of Covenants and Restrictions. In the event that the Association pursues any remedy against an occupant, tenant or lessees of a Lot the Owner shall be responsible to reimburse the Association any attorney fees and court costs incurred by the Association pursuing such remedy.

The effective date of this Amendment shall be the date on which this Amendment to the Declaration of covenants and Restrictions for Sheridan Woods is recorded in the Public Records of Brevard County, Florida.

The Board of Directors may adopt rules, regulations and policies, from time to time, to implement the provisions of this subsection.”

SECTION 2. The remaining provisions of The Declaration dated November 23, 1993 and any other amendments thereto which are not inconsistent or in conflict with this amendment shall remain in full force and effect and are hereby readopted and restated.


Sheridan Woods Community
Association Inc.


By Bruce Clarke, its President


Witness: Kristina B. Ferguson


Witness: Stephanie Paquette

SWORN TO AND SUBSCRIBED before me by Bruce Clarke, President of SHERIDAN WOODS COMMUNITY ASSOCIATION, INC. this 28th day of December, 2018 who is personally known to me or produced Ed. Dines Uwe as identification.



Notary Public: _____
Printed name: _____
Commission No.: _____
Commission expires: _____

