

EXHIBIT "A"
SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR
SUN KETCH I CONDOMINIUM ASSOCIATION, INC.

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~

1. Article XVI, Lease Restrictions, of the Declaration of Condominium for Sun Ketch I, A Condominium, shall be amended to read as follows:

Lease Restrictions

Units may not be leased more frequently than six (6) times per year provided, however, that no lease shall be for a period shorter than thirty days. Subleasing is strictly prohibited. All leases shall be submitted to the management company in writing prior to occupancy for Board approval and subject to the terms of this Declaration and the By-Laws. The Association does retain the right to review and may approve lessees, as long as the leases meet the ~~above~~ below guidelines. The Association may charge a fee to accompany the lease application up to the maximum allowed by Florida Statutes 718 to be used for background screening of applicants.

Board Approval. There shall be no lease or lease renewal of a Unit without the prior written approval of the Board of Directors of the Association, and the Association shall have the right, but not the obligation, to run criminal and/or financial background checks on any proposed tenant. The Association shall be authorized to charge a fee in connection with an application to lease a Unit, not to exceed the maximum provided by law. No Unit shall be leased within the first twelve (12) months of ownership. The foregoing restriction shall not, however, apply to a (i) conveyance completed for purposes of an individual's estate planning; (ii) conveyance completed as part of a dissolution of marriage; (iii) conveyance that occurs pursuant to the administration of a trust or probate proceedings; and (iv) judicial foreclosure sale or deed in lieu of foreclosure. The use of a Unit for transient or short-term occupancy purposes is strictly prohibited. The advertising of any Unit on VRBO, Airbnb, or other similar sites is strictly prohibited, as the Units shall not be used as hotel-like facilities, short-term vacation homes, or similar places accommodating short-term or transient occupancy. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration, the Articles, By-Laws, and of any and all rules and regulations of the Association.

Any Unit Owner desiring to lease their Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address, and telephone number of the

desired tenant(s), the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board shall approve or disapprove the request, in writing, within fourteen (14) days after its receipt of a fully completed application and fee. The Board of Directors may disapprove a proposed lease, including a lease renewal, 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 shall include:

(i) Conviction (including any pleas of guilty or no contest) of any violent, theft or drug sales or manufacturing related crime within the ten (10) year period immediately preceding the proposed lease date, unless the individual's civil rights have been fully restored by the State of Florida;

(ii) Documented 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;

(iv) Two or more previous residential evictions; or

(v) Status as a registered sex offender in any State or Federal database.

The owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, By-Laws, and the rules and regulations against a tenant and/or occupant, or persons unlawfully occupying a Unit, and the tenant's/occupant's family members, guests, and invitees. The Association shall have the authority to evict the tenant/occupant for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, as an agent of the owner, pursuant to Chapter 83 of the Florida Statutes. The Owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the Unit, and may be collected in the same manner as an assessment.