

DRAFT
**PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
FREEDOM AT VILLAGE WALK**

(Additions are indicated by underline; deletions are indicated by ~~strikethrough~~)

Article XIII, Section 4 of the Declaration is hereby amended as follows:

4. Leasing Restrictions. In order to ensure a community of congenial residents and occupants of Lots and to preserve the character of the community as predominantly owner-occupied, the leasing of Homes shall be governed by the restrictions imposed by this Section.

(a) General. No Home, or portion thereof, may be rented for a period of less than seven (7) calendar months. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, 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, the Bylaws, applicable Rules and Regulations or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's Tenant for compliance with the Subdivision Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the Tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. The Owner shall be responsible for providing copies of the Subdivision Documents to the Tenant prior to the execution of the lease.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a Tenant, Owner shall: (a) notify the Association in writing with the name of the Tenant and all of Tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect and Owner shall be in violation of this Declaration.

(b) Leasing Permits. Owners desiring to lease their Home may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit." Such a permit, upon its issuance, will allow an Owner to lease his or her Home provided that such leasing is in strict accordance with the terms of the permit and this Declaration. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Declaration. The Association may charge a reasonable review and processing fee concerning the permit and leasing process. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Owner and Lot and shall not be transferable between either Lots or Owners (including a subsequent Owner of a Lot where a permit was issued to the Owner's predecessor in title). The lease of any Home shall not release or discharge the Owner from compliance with any of his obligations and duties as an Owner. The Association reserves the right to refuse a leasing permit if the Owner is delinquent by 90 days or more on any monetary obligation to the Association.

An Owner's request for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty percent (20%) of the total number of Lots in the Association. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (1) the sale or transfer of the dwelling/Lot to a third party (excluding sales or transfers to (i) an Owner's spouse, (ii) a person cohabitating with the Owner, and (iii) a corporation, partnership, company or legal entity in which the owner is a principal); (2) the failure of an Owner to lease his or her dwelling within ninety (90) days of the Leasing Permit having been issued; or (3) the failure of an Owner to have his or her dwelling leased for any consecutive ninety (90) day period thereafter. If current Leasing Permits have been issued for more than twenty percent (20%) of the total number of Lots, no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty percent (20%) of the total number of Lots in the Association. Owners who have been denied a Leasing Permit shall automatically be placed on a waiting list for a Leasing Permit and shall be issued permits, in chronological order as their names appear on the waiting list when the number of current outstanding Leasing Permits issued falls below twenty percent (20%) or less of the total number of Lots in the Association. The issuance of a Hardship Leasing Permit to an Owner shall not cause the Owner to be removed from the waiting list for a Leasing Permit.

(c) **Hardship Leasing Permits.** If the failure to lease will result in a hardship, the Owner may seek to lease on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (1) the nature, degree, and likely duration of the hardship; (2) the harm, if any, which will result to the Association if the permit is approved; (3) the number of Hardship Leasing Permits which have been issued to other Owners; (4) the Owner's ability to cure the hardship; and (5) whether previous Hardship Leasing Permits have been issued to the Owner. A "hardship" as described herein shall include, but not be limited to, the following situations: (1) where an Owner must relocate his or her residence outside the Nassau County/Duval County area and cannot, within six (6) months from the date that the dwelling was placed on the market, sell the dwelling except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Owner becomes deceased and the dwelling is being administered by his or her estate; and (3) where the Owner takes a leave of absence or temporarily relocates and intends to return to reside in the dwelling. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Owners may apply for additional Hardship Leasing Permits. Hardship Leasing Permits shall be automatically revoked if during the term of the permit, the Owner is approved for and receives a Leasing Permit. The Board of Directors shall review each hardship leasing permit request on a case-by-case basis and shall not be obligated to issue a hardship leasing permit in any case despite facts or circumstances similar to a request which previously resulted in a hardship permit being issued.