

THIRD AMENDMENT TO
DECLARATION OF RESTRICTIONS: BEAR CREEK ESTATES

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS FOR BEAR CREEK ESTATES HOMEOWNERS ASSOCIATION, INC. ("Third Amendment"), is made this 9 day of August, 2019, and hereby amends the Original, First and Second Amendment to the Declaration of Restrictions: Bear Creek ("the Declaration").

WHEREAS, the Declaration was executed by the Developer on April 15, 1982, and recorded April 20, 1982, in Official Records Book 1388, Page 600, Public Records of Seminole County, Florida;

WHEREAS, the Declaration was Amended by the First Amendment To Declaration of Restrictions: Bear Creek Estates and recorded June 14, 1991, in Official Records Book 2305, Page 1403, Public Records of Seminole County, Florida;

WHEREAS, the Declaration was Amended by the Second Amendment To Declaration of Restrictions: Bear Creek Estates and recorded March 11, 2019, in Official Records Book 9312, Page 1781 Public Records of Seminole County, Florida; and

WHEREAS, the Bear Creek Estates Homeowners Association, Inc. ("Association"), desires to amend provisions of the Declaration, as more specifically set forth herein; and

WHEREAS, pursuant to Declaration Article X, Section 7 the Declaration may be amended by obtaining the approval of the "Required Percentage" of 2/3rds of the Membership of the Association; and

WHEREAS, this Third Amendment has been approved by at least two-thirds (2/3) of the total votes of the Association, pursuant to Article X, Section 7 of the Declaration; and

NOW, THEREFORE, THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BEAR CREEK ESTATES HOMEOWNERS ASSOCIATION, INC., IS HEREBY AMENDED AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are hereby fully incorporated herein by this reference.

Section 2. Amendment to the Declaration. The Declaration of Restrictions: Bear Creek Estates is hereby amended as follows (double underlined type indicates additions and ~~strikeout~~ type indicates deletions. It is intended that the text in the Declaration of Restrictions: Bear

Creek Estates, denoted by the asterisks and set forth in this Third Amendment shall remain unchanged from the language existing prior to this Third Amendment):

ARTICLE VIII

Lot Restrictions

Section 3. Home Occupations. No trade business, or profession of any kind that is open to the general public at large may be conducted on any Lot. Garage sales and other similar, non-recurring activities may be permitted by the Association's rules and regulations. Trades, businesses, or professions not open to the public at large may be conducted on, any trade, business or profession may be conducted from, any Lot so long as it: (i) is confined exclusively to the interior of the improvements on such Lot (ii) does not require the use of hazardous, dangerous, or objectionable substances, machinery, or equipment; (iii) does not result in any vehicular congestion on the Properties; (iv) does not require or permit access by the general public; (v) does not cause any vibration, noise, or other emissions objectionable to any resident; and (vi) is not prohibited by, and is conducted in compliance with, any requirements of Applicable Law. The Association from time to time may adopt reasonable, uniform rules and regulations regarding the conduct of any trade, business, or profession otherwise permitted under this Section.

Section 3.1. Regulation of Rentals and Tenants

- (a)** Dwellings shall only be rented out in their entirety. No Dwelling shall be rented out in parts or by the room. All leases and prospective tenants shall be subject to the leasing restrictions and regulations as stated more specifically herein and as from time to time promulgated as part of the Association's rules and regulations. No sub-leasing shall be permitted. Leases must be for a duration of at least seven (7) months or more, but not longer than twelve (12) months. Owners seeking to renew a lease after its expiration must complete the submission process for each renewal term.
- (b)** Lease Submission and Tenant Screening Application: The Association shall have the authority to approve or deny lease submissions. The Association shall also have the authority to require a tenant screening application, and to charge a fee for the review of tenants and processing of tenant screening applications. The processing of tenant screening applications may include but not be limited to the procurement of a background check on each tenant over the age of 18. Alternatively, a tenant screening, performed by a Board approved vendor, may be procured by the landlord or prospective tenant, provided that the results of such screening are provided directly to the Association by the vendor. No lease shall be approved without the submission and Association approval of a required lease screening application.
- (c)** Lease Addendum. The Board of Directors shall require that Dwelling Owners wishing to lease their Dwellings shall utilize a lease addendum as promulgated by and available from the Board of the Directors. Any leasehold shall be subject to the terms of the lease addendum as available from the Board of Directors. In addition to other provisions adopted by the Board of Directors any lease, including but not limited to the standard lease addendum, shall provide that the lease is subject to the terms and conditions of the Association's Declaration, Bylaws, Articles of Incorporation, and Rules and Regulation as all may be amended from time to time and any failure to comply with the

terms of such documents shall constitute a breach of the lease. Furthermore the lease addendum shall provide that the Dwelling Owner irrevocably appoints the Association as his agent or attorney-in-fact in his place to terminate the tenancy and pursue an eviction action against a lessee who violates any of the terms of the foregoing documents or applicable laws. This provision shall not obligate the Association to commence such proceeding and shall not relieve the Dwelling Owner of his obligation to terminate the Lease and evict a lessee for any violation of the Associations Governing Documents.

- (d) This Amendment and provision shall take effect upon recording. Any lease already in progress on the recording date of this amendment shall be subject to terms of this provision upon renewal, which shall occur within 12 months of this amendment or at the date so identified in the lease.

Section 3. Effective Date. This Third Amendment shall become effective upon the affirmative vote of two-thirds (2/3) of the total eligible votes of the membership and upon the recording of this Third Amendment.

Section 4. Recording. This Third Amendment shall be recorded in the Public Records of Seminole County, Florida.

ADOPTED by the membership of Bear Creek Estates Homeowners Association, Inc., the
9 day of August 2019.

IN WITNESS WHEREOF, the BEAR CREEK ESTATES, has caused these presents to be
executed in its name, by its proper officers duly authorized, this 9 day of August, 2019.

<corporate seal>

Signed, sealed and delivered
in the presence of:

BEAR CREEK ESTATES HOMEOWNERS
ASSOCIATION, INC. A Florida-not-for-profit
Corporation.

Deon K. Kim
Julie R. Lalan

By:

Michael Taylor
President

ATTEST:

Glen R. Ehl
Secretary

STATE OF FLORIDA)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 9 day of August,
2019, by Michael Taylor, as President and Glen R. Ehl as Secretary of the BEAR CREEK
ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation.

S. Scheibe
Notary Public

