

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKE CLAIR PLACE

THIS SECOND AMENDMENT is made and entered into on this ____ day of _____, 2026, by the owners and members of the Lake Clair Place Homeowner's Association, Inc., a Florida corporation (hereinafter "OWNERS").

WITNESSETH

WHEREAS, on July 12, 1996, the Declarant, Yeager Development Company, a Florida corporation, recorded the Declaration of Covenants, Conditions and Restrictions of Lake Clair Place, in Official records Book 1450, Page 1356, Public Records of Lake County, Florida.

WHEREAS, on August 9, 1996, the Declarant recorded a corrected Declaration of Covenants, Conditions and Restrictions of Lake Clair Place, in Official Records Book 1456, Page 2158, Public Records of Lake County, Florida, to include the legal description of the development.

WHEREAS the Declaration provides that the Declaration may be amended by not less than sixty-six and two-thirds percent (66 2/3%) of the Owners in accordance with the provisions therein. WHEREAS, on _____, 2026, a duly noticed meeting of the Owners was held, and a minimum of 66 2/3% of the votes being cast by the owners approved the amendments as set forth below.

NOW THEREFORE, Owners desire to amend the Declaration as follows., are hereby amended to add the following:

NOW THEREFORE, Owners desire to further amend the Declaration by adding ARTICLE IX IN ITS ENTIRETY as follows”

**ARTICLE IX
RENTAL GUIDELINES AND RESTRICTIONS**

Section 1. LEASES: There shall be NO MORE THAN 20% OF THE TOTAL NUMBER OF HOMES COLLECTIVELY WITHIN LAKE CLAIR PLACE WHICH ARE SUBJECT TO LEASE OR RENTAL THROUGH NON-RESIDENT OWNERS AND/OR OCCUPIED BY NON-OWNERS AT ANY TIME. THE ASSOCIATION RESERVES THE RIGHT TO DENY AND/OR RESTRICT ANY APPLICATION FOR MODIFICATION IN THE FORM OF A RENTAL APPROVAL SO AS TO PRESERVE THE 20% LIMIT ON NON-OWNER-OCCUPIED DWELLINGS WITHIN LAKE CLAIR PLACE. "Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer, Builder, or Lender.

(a) Should the rental/lease limit of 20% of the total number of homes within _____ the Community of Lake Clair Place subject to these Covenants be exceeded as _____ of the date of this Covenant Amendment recording, NO FURTHER RENTALS of _____ homes within the Community shall permitted until such time as the total number _____ of _____ homes rented/leased does NOT exceed 20% in relation to the total number of _____ homes within the Community. A waiting list may be kept by the Association on a first come, first served basis, of Homeowners wishing to be considered for rental/leasing approval once the overall 20% limit of total homes rented is complied with and maintained for at least 90 consecutive days.

(b) Homes approved for lease by the Association may be leased, licensed, or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility, Airbnb, nor any other type of temporary nightly occupancy rental may be operated out of a Home. Individual rooms of a Home may not be leased on any basis or temporal period. No transient tenants may be accommodated in a Home within Lake Clair Place at any time.

(c) Grandfathering of Existing Rentals

In accordance with Section 720.306(1)(h), Florida Statutes and Article IX, sections 1(a) and 1(b) shall not apply to:

Any Lot owner who is leasing their Lot in whole or in part at the time this Amendment is adopted and recorded; or
Any Lot owner who has a written lease in effect as of the effective date of this Amendment.

Such Lots shall be deemed "Grandfathered Lots" and may continue to be leased until such time as the Lot is:

Sold or conveyed to a new owner; or

The existing lease is terminated, and the Lot ceases to be rented for any period exceeding thirty (30) consecutive days.

Once a Grandfathered Lot is no longer leased, it shall thereafter be subject to Article IX, sections 1(a) and 1(b) ('the Rental Cap').

Section 2. LEASE REQUIREMENTS. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the following provisions:

1. All Lease Agreements shall require prior approval by application to the Association in the same manner and process of a modification application and a fee of \$50.00 shall accompany said application to the Association for review and consideration. The Owner shall pay any lease application fee prescribed by Association. The initial lease application fee shall be fifty dollars (\$50.00) and may be increased by the Board Directors of the Association at any time by a majority vote;
2. The Owner shall conduct a criminal history and background check on each prospective tenant over the age of 18 at such Owner's cost and expense and shall provide such background check in its final form to the Association with the initial modification application; Such background check shall be conducted by a professional, established security company and must be approved by a majority of the Board to be considered along with the initial modification application.
3. All Lease Agreements shall be in writing. A copy of all Lease Agreements containing all of the prospective tenants' names, dates of birth and current addresses, shall be provided to the Association for Approval prior to any final execution and/or possession transfer;
4. All Lease Agreements, together with an application signed by both the Owner(s) and tenant(s), in a final form approved by Association, shall be submitted to the Association at least seven (7) days prior to commencement of the lease term;
5. No Lease Agreement may be for a term of less than six (6) months;
6. No Home may be leased for more than two (2) intervals or lease periods in any calendar year unless otherwise approved by the Association in the case of hardship as determined by a majority vote of the Board;
7. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of the Declarations together with all Rules and Regulations and all policies adopted by the Association;
8. The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to the Declarations, the Rules and Regulations and any other policies adopted by the Association;
9. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs and attorney fees of the same shall be the responsibility of Owner;
10. All Lease Agreements shall require the Home to be used solely as a private single-family residence;
11. Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declarations and Bylaws, Rules and Regulations of the Association which govern the Home. This exhibit must be signed by both tenant and owner. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be VOID;
12. Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall

give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

13. Maximum Number of Tenant Occupants per Home:

Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests, and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Home, including overnight guests and professional caregivers, shall be as follows:

- I. In the event the Home contains two (2) bedrooms, no more than five (5) persons shall be permitted.
- II. In the event the Home contains three (3) bedrooms, no more than seven (7) persons shall be permitted.
- III. In the event the Home contains four (4) bedrooms, no more than nine (9) persons shall be permitted.

14. Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and licensees. The Association shall be entitled to apply the deposit to any tenant's obligations in connection with the Home, Common Area, or otherwise described in the Declarations; provided that the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to the Declarations or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 3. Owner's rights and privileges under the Declarations are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with, the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title, and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration.

Section 4. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of the Declarations on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

NOW THEREFORE, Owners desire to further amend the Declaration by adding ARTICLE X IN ITS ENTIRETY as follows:

**ARTICLE X
HOA MEMBERSHIP, INDEMNIFICATION,
NUISANCE**

Section 1. Binding Effect and Membership. The Association:

Term. The term of this Declaration shall be perpetual and shall run with the land. Each Owner, by acceptance of title to a Home or Lot, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

Transfer. The transfer of the fee simple title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under the Declarations are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with, the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title, and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon, its predecessor in title pursuant to the provisions of this Declaration.

Section 2. Conflicts. In the event of any conflict among the Declarations, Articles, By-Laws or any Association Documents, the Declarations shall control.

Section 3. Homeowner liability for Negligence. The expense of any maintenance, repair, damage remediation, or reconstruction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, or persons utilizing the Common Areas through or under the auspices of an Owner, shall be borne solely by such Owner and the Home and/or Lot owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association.

Section 4. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within LAKE CLAIR PLACE and (e) design of any portion of LAKE CLAIR PLACE. Each such person entering onto any portion of LAKE CLAIR PLACE also expressly indemnifies and agrees to hold harmless the Lake Clair Place Homeowner's Association, Inc., a Florida corporation ("the Association"), Builders and all employees, directors, representatives, officers, agents, and partners of the forgoing, from all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas or the Facilities, including for attorneys' fees, paraprofessional fees, and costs at trial and upon appeal. Without limiting the foregoing, all people using the Common Areas and or the Facilities, including without limitation, all water bodies, basketball court, playground areas and equipment and/or fixtures, lakes, or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES, PERNICIOUS INSECTS AND LIKE. DEVELOPER, BUILDERS, installers, maintenance personnel or agencies, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

Section 5. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages costs and expenses of any kind or nature whatsoever incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a

result of or in any way related to the Common Areas and/or the Facilities, including, without limitation, use of the lakes and other water bodies, recreational areas, basketball court, playground area and equipment and/or fixtures, within LAKE CLAIR PLACE by Owners, and their guests, family members, invitees, licensees, or agents, or the interpretation of the Declarations and/or Rules and Regulations,-["Rules and Regulations" shall mean the Rules and Regulations governing LAKE CLAIR PLACE as adopted by the Board from time to time.] and/or from any act or omission of the Association, or of any of the Indemnified Parties. Should any Owner bring suit against the Association or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses. costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

Section 6. Association as Agent: The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

The Declarant reserves the right to amend this Declaration to correct typographical errors and errors of omission. Except to the extent modified herein, all other terms and conditions of the Declaration and corrected Declaration remain in full force and effect until changed.

Amendment was filed with the Clerk of the Court, Lake County Florida on _____,