

AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR FAIRWAY LAKES TOWNHOMES II, A CONDOMINIUM

Amendment to Section 19 of the Declaration of Condominium for Fairway Lakes Townhomes II, a Condominium, recorded at **Official Records Book 4641 at Page 1500, et. seq.**, of the Public Records of Hillsborough County, Florida, and as may have been amended from time to time.

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by "..."

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19. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS: In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of Units by any Unit Owner other than the developer shall be subject to the following provisions:

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b. Rental or Lease of Units:

A Unit Owner may not lease or rent their Unit without the prior written approval of the Association. Lease terms may be extended or renewed, but only upon the express written consent of the Association. A Unit Owner may not enter into a lease of the Unit until the Unit Owner has held an ownership interest in the Unit for at least two (2) years. An owner of a Unit may not lease or rent his interest in the Unit more than once in any twelve month period. At least fourteen (14) days prior to commencement of the lease term, the Unit Owner renting or leasing his Unit shall provide a copy of the lease agreement, together with an application signed by both the Owner and Tenant in a form acceptable to the Association, plus a lease application fee to be determined by the Board but not to exceed one hundred dollars (\$100.00). promptly notify the Secretary of the Association, or such other person or entity as the Association may designate, of the identity of each renter, the term of such rental or lease, and the forwarding address of the Unit Owner. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease be used by all Unit Owners intending to rent or lease after said notice and to provide such form as a common expense of the Condominium. Entire Units

only may be rented and no individual rooms may be rented and no transient tenants may be accommodated. ~~The Unit Owner need not seek the Association's approval to lease or rent his Unit if all the above requirements are met. However, if the Unit Owner fails to comply with any of the above requirements, any proposed lease or rental agreement must receive the Association's prior written approval.~~

(i) A lease may be denied on the ground that:

- A. The Owner or the Unit is not in compliance with the Declaration or Rules of the Association, including if the Owner is Owner is delinquent in the payment of any indebtedness owed to the Association, or
- B. The proposed tenant or any occupant with the tenant poses a danger or undue risk to the health, safety or general welfare of the condominium, including but not limited to instances in which:
 - (1) The tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or
 - (2) The tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but in the Board's judgment the tenant or occupant continues to pose a threat to the health, safety or general welfare of the community. An example of a felony conviction disqualifying a lease would be a crime which designates the tenant or occupant a sexual predator or sexual offender under F.S. 775.21 or F.S. 943.0435.
 - (3) The Board may require the Owner to pay in advance the costs of a criminal records search. A notice of a proposed lease from an Owner shall not be considered complete until the criminal records search costs have been paid by the Owner.
- C. Leases may also be denied on any other reasonable ground.

(ii) Rental Ceiling

- A. Limit on Number of Leases. The maximum number of Units which may be leased at any one time ("Rental Ceiling") shall be twenty percent (20%) of the total number of Units in the Association. However, if the number of currently leased Units exceeds 20% at the time this Amendment is passed, no Owner shall be required to remove a current tenant or lessee. An Owner may not lease a Unit without the prior written approval of the Association. Once approved, the Owner will have ninety (90) days to enter into a lease agreement. If the maximum number of 20% leased Units has been reached, then the Owner will be placed on a waiting list until the number of leased Units

has come below the 20% Rental Ceiling. The Board shall have the power to adopt rules and regulations regarding the waiting list and other procedures which shall apply in the event that the 20% limit is reached. Once an Owner loses a tenant, the Owner will need to request the prior approval of the Association before entering into a lease agreement with a new tenant. For the purposes of this section, "lease" includes any lease, rental, license or other agreement for the regular, exclusive occupancy of a non-Owner occupied Unit.

- B. Hardship Exception. Where, on written application from an Owner, the Board determines that a hardship exists whereby, due to extraordinary circumstances beyond the control of the Owner, that Owner would suffer serious harm by virtue of the Rental Ceiling, and where the Board further determines that a variance from the policies contained therein would not detrimentally affect the other Members of the Association, the Board may, in its discretion, grant an Owner a waiver of the Rental Ceiling for a temporary period not to exceed twelve (12) months.

(iii) All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant, their guests, occupants, family members or invitees of the Declaration, Bylaws, or rules and regulations is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Owner shall remove, at Owner's sole expense, by legal means, including eviction, his Tenant, and their guests, occupants, family members or invitees, should any of them refuse or fail to abide by and adhere to the Governing Documents and Rules and Regulations of the Association.

(iv) The Association also may exercise any other remedies against the Owner, tenants, their guests, occupants, family members or invitees as provided under the Declaration, Bylaws, Articles of Incorporation, and other Association governing documents, or under any law, regulation or procedure, including but not limited to the remedy of eviction under Chapter 86, Florida Statutes, for breaches to the lease resulting from the violation of the Governing Documents. Any costs and expenses, including reasonable attorneys' fees incurred and court costs, associated with the remedy shall be the personal obligation of the Owner, and shall be a continuing lien on the Unit to be foreclosed in the same manner as a lien for past due assessments.

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