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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM BY WRITTEN INSTRUMENT FOR OAK HARBOUR, SECTION FOUR, CONDOMINIUM ASSOCIATION, INC.

This Certificate is verified and executed by the board of directors of OAK HARBOUR, SECTION FOUR, CONDOMINIUM ASSOCIATION, INC. and shall provide confirmation that the membership has elected to amend the Association's governing documents by written instrument in conformity with the Association's documents, Chapters 617 and 718, Florida Statutes.

This amendment shall constitute an amendment to the following existing association document:

Declaration of Condominium, as originally recorded at Book 1898, Page 001, of the Public Records of Seminole County, Florida, and as amended from time to time.

This Amendment was duly and properly adopted pursuant to the provisions of Article XI by the affirmative vote of at least sixty-six percent [66%] of the total number of votes to which the unit owners present at a meeting with quorum shall be entitled, and with all due notice as required for a valid amendment.

Now therefore the following is hereby adopted by the membership:

Article XIII Subsection "H":

Owners shall be permitted to rent their Unit but shall utilize a written and duly executed lease agreement. No Unit shall be used for short term rental purposes. Owners must receive the written approval of the Association prior to any tenant taking occupancy. The term of any initial lease shall be TWELVE (12) months. All intended occupants 18 years of age or older shall be listed on the lease agreement and all vehicles registered to tenants shall be listed by make, model and tag. Any tenant who moves into a Unit will immediately be subject to eviction regardless of whether an application is submitted after the fact. Failure to follow the process stated herein subjects tenants to immediate eviction.

The initial 12-month lease agreement shall include a provision that all occupants must abide by the Association's governing documents, including its Rules and Regulations. A copy of the written and executed lease agreement must be provided to the Association's management company prior to the tenant taking possession of the Unit else the proposed will not be registered in the Association's directory as a valid, current occupant. Owners shall be required to provide at least 30 days written notice in advance of any renewal, extension, or termination of a lease agreement. Leases shall not automatically renew or extend without the approval of the Board of Directors as set forth herein.

The Association has the right to charge an application processing fee not to exceed $150 per applicant. The Association will review all proposed leases in the order that they are received and respond within thirty (30) days of receipt. The processing fee shall be determined from time to time by a simple majority vote of the Board of Directors.

No Unit shall be used for transient, short-term, hotel-like [such as and including, but not limited to, Air bnb, VBRO, Homeaway.com, and other similar uses] or partial rentals of the Unit [for example, renting by the room], as any such use would violate the restriction for an initial 12-month rental period.

Roommates are prohibited as no individual room, rooms or portion of the Unit shall be rented. This Association is a single-family residential community and no more than TWO (2) unrelated adults shall be permitted to occupy the Unit, else, more than 2 unrelated adults ["related" means by blood, marriage or adoption] occupying the Unit shall be deemed multi-family and not single-family occupancy, and shall be a violation of this restriction.

Criminal Background Checks & Grounds for Association Denial: Prior to the effective date of the lease agreement, the Owner shall provide to the Association's management company a copy of a current [not more than 90 days old] national and state criminal background report for each proposed adult occupant. By the Owner's submission, Owner represents that the proposed tenant's consent to the Association receiving and using such information. Once the criminal background reports for all proposed adult occupants have been received, the Association shall confirm the Association's such decision in writing within thirty (30) days. The Association will not be held responsible for or liable to any claims by the proposed tenant related to errors reported or related to the criminal background report, and Owner shall indemnify, defend and hold harmless the Association from any claims by a proposed tenant related to denial of housing for any reason, including but not limited to, claims of discrimination or denial of housing.

A proposed lease shall be disapproved only if a majority of a quorum of the Board votes to disapprove. In such case of a vote of disapproval, the lease shall not be made. The Board may adopt reasonable rules and regulations to enhance, clarify and further define the procedures set forth in this Section.

Grounds for Disapproval: Appropriate grounds for disapproval shall include, but shall not be limited to, the following:

(1) The Owner is delinquent in the payment of any Assessment, Special Assessment, or other monetary obligation to the Association at the time the proposed rental application is being considered.

(2) The application or criminal background check on its face indicates that the person seeking approval, or a listed member of the intended household intends to conduct himself in a manner inconsistent with the Association's governing documents.

(3) The prospective lessee or any member of the intended household has been convicted, irrespective of whether or not adjudication is imposed or withheld, of a felony or misdemeanor involving: violence to person or property, sale, distribution, manufacturing, trafficking, use or possession of a controlled substance, any sex crime including prostitution, or a crime of moral turpitude or dishonesty within the past seven (7) years, or at any time without a time limit if the sex crime is related to a child victim or other crime that constitutes a basis for sexual predator or sexual offender.

(4) The prospective lessee has a history of conduct which evidences a disregard for the property rights of others.

(5) The Prospective Lessee gives false or incomplete information to the Board as part of the application procedure; or,

(6) The Owner fails to give proper notice of his intention to lease the Unit to the Board of Directors.

(7) The lease allows for subletting. No tenant(s) may sublet a unit.

(8) Covenant violations exist on the property at the time of the application.

Direct Eviction Rights Vested in the Association: Each Owner hereby appoints the Association as the Owner's attorney in fact for the purpose of commencing or sustaining eviction or ejectment proceedings, executing any and all documents pertaining to those related proceedings or for performing any and all requirements necessary to prosecute the matter. This power of attorney vesting the Association with the right to commence a direct eviction in the place of the Owner is expressly declared and acknowledged to run with the title to any and all Units located within the Association and will be binding upon Owner's heirs, personal representatives, successors and assigns or grantees of the Owner irrespective of whether so noted in a deed or other document. Should an Owner fail to comply with the provisions set forth herein but still allow a proposed tenant to take possession of the Unit, then the Association may, but shall have no obligation to, commence suit for eviction, and shall have all lawful authority to tender any pre-suit demands which may be required. Additionally, should an approved tenant violate the Association's governing documents to the extent that the Board of Directors deems the residents a nuisance, then the Association may but shall not be required to take legal action to remove the tenants or occupants. The Association shall be entitled to reasonable attorney's fees and costs against the Owner should legal action, including pre-suit legal action, be deemed necessary. Said fees and costs shall be deemed an individual assessment on the Unit and shall be placed on the Owners ledger subject to lien rights and foreclosure if not paid in full.

If Association determines that the Tenant has breached any provision of the approved Lease, including but not limited to the failure to comply with the Governing Documents, or engaged in or committed a crime act, then the Association shall have the right to immediately evict the Tenant. The right to evict shall extend to every Tenant and any other person(s) residing in

the Unit, even if only one Tenant is responsible for the breach. Tenant shall have seven (7) days from the date of the Notice of Eviction to vacate the premises. Association shall also have the right to impose fines against Owner for the actions of the Tenant(s) for violations of the Governing Documents in the same manner and upon the same grounds that fines may be imposed against Owners pursuant to the Governing Documents and Chapter 720, Florida Statutes.

Rental Prohibition Restricting Rental of Units for the Initial TWENTY-FOUR (24) Months Immediately Following the Date the Owner Takes Legal and/or Equitable Title:

Any existing Owner who at the time of the recordation of this amendment has owned a Unit for less than 24 months shall not be subject to this rental prohibition unless that Owner purchases another Unit hereafter. All other persons or entities who take legal or equitable title to a Unit subsequent to the adoption and recordation of this Amendment to the Declaration of Covenants, Conditions and Restrictions ["Prospective Owners"] shall be obligated to abide by the following rental prohibition during the initial TWENTY-FOUR (24) months of ownership and thereafter shall be restricted as to the use of the Unit by the existing rental restrictions contained within the Association's governing documents.

There shall be absolutely no rental of the Unit during the initial 24-month period after the new Owner takes title, legal or equitable. Included in this use restriction and initial rental prohibition is the absolute restriction on leases, contracts for deed, lease with purchase options, pre-closing occupancy agreements or similar attempts to convey possessory right to a non-owner of record during that initial 24-month period. Exclusive occupancy of the Unit by any person other than the Owner of record shall be deemed an unauthorized occupant during the initial 24 month period following the Owner taking title, irrespective of whether or not rent, other monetary consideration or non-monetary consideration is provided by that occupant to the Owner of record. The Association need not prove that the occupant of the Unit is a "tenant" as defined by Chapter 83, Florida Statutes.

A corporation, limited liability company, partnership, any other type of business entity or other non-individual owner which takes legal or equitable title to a Unit after the date of the recordation of this amendment shall have no right to lease the Unit during the initial 24 month period after taking title, legal or equitable.

If title to the Unit is held by a land trust or similar trust, then the beneficiary of the trust who otherwise satisfies the requirements of Chapter 196 Florida Statutes, as amended from time, shall be allowed to occupy the Unit as his or her primary residency. A copy of a current written land trust agreement must be provided to the Association along within 30 days of the transfer of title.

Any violation of this 24-month provision shall entitle the Association to the following rights and remedies:

1. The Association shall be deemed to have irrevocable eviction rights as to any occupant in possession should the Owner fail to remove an unauthorized occupant after written request,

and the Owner and unauthorized occupant shall have been deemed to have waived any defense that the unauthorized occupant is not a tenant;

2. The Association shall have the right to seek a temporary and permanent injunction against the Owner and unauthorized occupant;

3. The Association may sue the Owner for violation of this provision for liquidated damages in an amount equal to 24 months' worth of Association assessments and for disgorgement of any gross rental income or other monetary consideration realized by the Owner of the Unit during the initial 24 month period; and

4. Any and all such actions above may be taken in the alternative and in all cases, the Association shall be entitled to a claim of prevailing party attorney's fees and costs, including pre-litigation or appellate costs and fees. Any award to the Association shall be deemed an individual assessment and collectible against the Owner in the same manner as an unpaid regular assessment, including by means of lien and lien foreclosure.

The Board of Directors shall have the right to reduce the initial 24-month prohibition on rentals in the event an Owner experiences substantiated undue hardship or emergency, such as divorce, mandatory employment relocation, severe mental or physical infirmity, loss of employment, financial hardship, or other similar circumstances. The Board shall determine instances of emergency or undue hardship on a case by case basis, and such determinations shall be made in the Board's sole and absolute discretion. Proof of emergency or hardship is the obligation of the Owner. No hardship reduction shall be considered unless and until the Owner has first established permanent use and occupancy of the Unit. There shall be no reduction in the initial rental prohibition if the Unit is used as a second Unit. Finally, the Board of Directors shall not consider an emergency or hardship application if the Owner acts first to rent the Unit, and then to seek waiver of the rental prohibition.

The Board of Directors shall have the right to deed a Unit owned by the Association to a third party. In such instances, the 24-month prohibition will not apply. If the Association takes title to a property through lien foreclosure or any other method, the 24-month prohibition shall not apply, and the Association may immediately begin renting the Unit.

From the date of recordation forward, all Owners shall be obligated to provide a written copy of any current lease agreement. Such lease agreement shall identify all persons over the age of 18 who occupy the Unit by name and shall list the name of the Owner's property manager, if any.

After the expiration of the initial 24-month rental prohibition, the Owner must comply with all other rental restrictions set forth in the Association's governing documents.

Notwithstanding any other provision in the Declaration, should there be a conflict, then the provisions of this Article XIII Subsection H shall govern.

This Amendment shall be effective upon recordation of this Certificate in the Official Records.

Executed in Orange County, Florida on this 6 day of October, 2020

Executed By:

OAK HARBOUR, SECTION FOUR, CONDOMINIUM ASSOCIATION, INC.

Bill Avery [Seal]

By: _____

Title: President

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 6 day of October, 2020 by William Avery [President] of the **OAK HARBOUR, SECTION FOUR, CONDOMINIUM ASSOCIATION, INC**, a Florida not-for-profit corporation, on behalf of that Association. They are each personally known to me or have each produced valid photographic identification. They each freely acknowledge executing and attesting to this document in the presence of two subscribing witnesses, each under oath and each duly authorized in them by the corporation as officers of the Association, and that the seal affixed thereto is the true corporate seal, and that all corporate formalities have occurred and been satisfied.

(Notary Seal)

SHANE SHAGINAW
Notary Public - State of Florida
Commission # HH 035800
My Comm. Expires Aug 24, 2024
Bonded through National Notary Assn.

_____
Notary Public – State of Florida
Print Name of Notary: Shane Shaginaw
Commission No.: HH 035800
My Commission Expires: 8/24/2024