

Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County Homeowners Association

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Prepared by and return to:

**Tiffany M. Love, Esq
Adams and Reese LLP
100 North Tampa Street, Suite
4000
Tampa, FL 33602**

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SOUTH FORK OF
HILLSBOROUGH COUNTY HOMEOWNERS ASSOCIATION**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County Homeowners Association was recorded on January 31, 2002, in Official Record Book 11391, Page 1238, of the Public Records of Hillsborough County, Florida (hereinafter "Declaration");

WHEREAS, Article IX of the Declaration provides that the Declaration may be amended by at least two-thirds (2/3) of the votes of the Association, upon a duly adopted resolution of the Owners or upon the affirmative vote of the members at a duly called meeting of the members;

WHEREAS, at least two-thirds (2/3) of the Members have joined and consented to the resolution in favor of the amendment to Article IX, Section 18 of the Declaration, regarding leasing restrictions, and Article XI of the Declaration regarding amendments, as attached hereto, and incorporated herein, as **Exhibit "A"**; and

WHEREAS, Cliff Lombardo, as President, and Ruth Meredith, as Secretary, of South Fork of Hillsborough County Homeowners Association, Inc., do hereby certify that the following amendments to the Declaration were approved upon by at least two-thirds (2/3) of the Members of the Association through a written adopted resolution of the Owners, in accordance with said Declaration.

NOW, THEREFORE, Article IX and Article XI of the Declaration are hereby amended to read as follows:

I. Article IX, Section 18 of the Declaration of Covenants, Conditions and Restrictions for South Fork is hereby amended to read as follows:

Section 18. Use, Rentals. Lots shall be used for single family residential purposes only. Single Family means one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

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No trade, business, profession or other type of commercial activity, which can be detected by sight, sound, or odor from the exterior of the Dwelling or which causes increases in traffic or transient guests, shall be carried on upon any Lot or within any Dwelling, except that real estate brokers, Owners and their agents may show Dwellings in the community for sale or lease; nor shall anything be done on any Lot or within a Dwelling which may become a nuisance or an unreasonable annoyance to the neighborhood.

Owners may rent or lease Dwellings ~~for periods of at least thirty (30) days and not in excess of one (1) year~~ provided that (a) the Owner receives prior written approval to lease the Dwelling from the Association, upon thirty (30) days' prior written notice of the intent to lease the Dwelling, along with a copy of a standard lease application, or rental to the Association, together with a copy of the proposed written lease or rental agreement; (b) the tenant completes such information form as may be required by the Association and Owner delivers the same to the Association prior to commencement of the tenancy; and (c) the proposed lease provides that Association shall have the right to enforce its rules and regulations and the restrictions set forth in this Declaration against such tenant and the Owner ~~but without any obligation to do so against tenant, and that~~ any such enforcement ~~being~~ shall be the sole responsibility of the Owner

A Dwelling on a Lot shall not be leased without the prior written approval of the Association. Additionally, the terms and conditions of said lease are subject to approval of the Association. After approval, only the entire Dwelling may be leased to a single family. Individual rooms of a Dwelling may not be leased on any basis. No Lot shall be used as a hotel, temporary housing establishment, AirBnB, VRBO, vacation rental, bed and breakfast facility, assisted living facility or similar establishments. No Lot or Dwelling shall be used as transient housing.

- a) For the purposes of this section "lease" or "leasing" shall be defined as the occupancy of a Dwelling by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere; or the occupancy of a Dwelling by any person other than a record owner, whether by oral or written agreement, with or without consideration, for any period of time exceeding thirty (30) consecutive days; or the occupancy of a Dwelling by an adult person who is residing in the Dwelling in exchange for consideration.
- b) Notwithstanding anything herein to the contrary, no Lot may be leased during the first two (2) years of ownership by the Owner of that Lot. The foregoing shall not apply to an adult occupant residing with the Owner of the Lot or to any Lot owned by the Association as the result of a foreclosure of its lien or the acceptance of a deed in lieu of foreclosure.
- c) In the event the Association approves a lease, such approval of a lease shall not release the Owner from any obligation under this Declaration. Leases shall be in

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lease application be submitted at least fourteen (14) days prior to the date the lease term is to begin. The Association shall also have the right to require that a substantially uniform lease be used.

- d) The Association shall have the power to adopt, promulgate, rescind and amend rules and regulations regarding the approval requirements, maintenance requirements, and application submission requirements for leases. The Association may charge a lease application fee and a deposit, as determined by the Board of Directors and in accordance with Florida Law, as part of the lease application process. In the event that a lease is not approved, the tenancy shall not be created and the tenant(s) shall not take possession of the single-family residence.
- e) Tenant(s) and their guest(s) and invitee(s) must comply with the Declaration, as well as the Association's Articles of Incorporation, Bylaws, and rules and regulations of the Association.
- f) An Owner who is delinquent in any monetary obligation to the Association shall be precluded from leasing his or her Lot.
- g) No Dwelling shall be leased for a period of less than one (1) year.
- h) Any lease entered into by an Owner with regard to his or her Lot shall contain a provision requiring that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the By-Laws, Articles of Incorporation, and the rules and regulations governing the Lot, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.
- i) Any failure by the Owner and/or tenant to comply with the leasing requirements herein or any violation of the Declaration, Articles of Incorporation, Bylaws, or rules and regulations by the tenant, or any guest of the tenant, 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 tenant in accordance with Florida law.
- j) Each Owner agrees to remove at the Owner's exclusive expense, by any legal means available, including but not limited to, eviction or ejectment proceedings, any and all Tenants who refuse or fail to comply with the Declaration, Articles of Incorporation, Bylaws, or rules and regulations. Each Owner hereby delegates and assigns to the Association, acting through the Association, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, Articles of Incorporation, Bylaws, and the rules and regulations, including the power and authority to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner, in accordance with the terms hereof. If the Association proceeds to evict the tenant, any costs, including reasonable attorneys' fees and court costs, associated with the eviction and legal proceedings related

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thereto shall be the obligation of the Owner and may become an assessment otherwise owed to the Association.

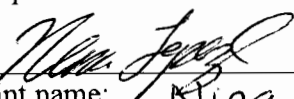
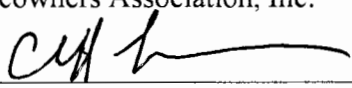
II. Article XI, of the Declaration of Covenants, Conditions and Restrictions for South Fork is hereby amended to read as follows:

AMENDMENT

~~The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provision hereof either (1) by causing the Association to execute and record a written instrument setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared, and having the same recorded in the Public Records of Hillsborough County, provided, however, that so long as Declarant is in control of the Association and maintains its Class "B" memberships status, Declarant may initiate, adopt and make any amendment to this Declaration without the joinder or consent of any Owner or any other party. Any proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) of the Owners.~~

If a A written copy of a proposed amendment is to be adopted by vote, ~~a written copy of the proposed amendment~~ shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. ~~If adopted by vote, the~~ The affirmative vote required for adoption of an amendment to this Declaration shall be two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a duly called regular or special meeting of the members of the Association at which a quorum is present ~~(without regard to class) east in person or by proxy at a meeting duly called,~~ and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution amount the Public Records of Hillsborough County.

CODING: Deleted language is marked with a ~~strike through line~~, and new language is marked with a double-underline.

<p>Signed, sealed and delivered in the presence of:</p> <p></p> <p>Print name: <u>Nina Lopez</u></p> <p>Print name: _____</p>	<p>South Fork of Hillsborough County Homeowners Association, Inc.</p> <p>By: </p> <p>Cliff Lombardo, President</p>
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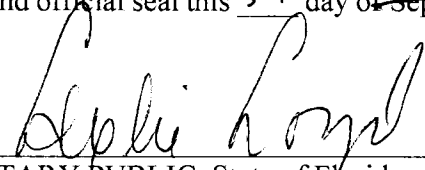
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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of ^{October}~~September~~, 2024, by Cliff Lombardo, as President of South Fork of Hillsborough County Homeowners Association, Inc. who is ☐ personally known to me or who has ☒ produced Driver License as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County Homeowners Association and acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 3rd day of ^{October}~~September~~, 2024.



NOTARY PUBLIC, State of Florida
My Commission Expires:



LEXLIE M. LOYD
Notary Public
State of Florida
Comm# HH409594
Expires 7/13/2027

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<p>Signed, sealed and delivered in the presence of:</p> <p>_____</p> <p>Print name: _____</p> <p><u>Mina Lopez</u></p> <p>Print name: <u>Mina Lopez</u></p>	<p>ATTEST:</p> <p>South Fork of Hillsborough County Homeowners Association, Inc.</p> <p>By: <u>Ruth Meredith</u></p> <p>Ruth Meredith, Secretary</p>
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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of October 2024, by Ruth Meredith as Secretary of South Fork of Hillsborough County Homeowners Association, Inc., who is ☐ personally known to me or who has ☒ produced Driver License as identification, who did take an oath under the laws of the State of Florida, who executed the forgoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County Homeowners Association and acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 3rd day of October, 2024.

Lexlie Loyd
NOTARY PUBLIC, State of Florida
My Commission Expires: 07/13/2027



LEXLIE M. LOYD
Notary Public
State of Florida
Comm# HH409594
Expires 7/13/2027