

Certificate of Amendment to Amended and Restated Declaration of Covenants and Restrictions for Caloosa Lakes
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Prepared by and return to:

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**CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
CALOOSA LAKES**

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for Caloosa Lakes was recorded in Official Records Book 23006, Page 1702, as amended, and preserved by that Notice of Preservation of the Declaration of Covenants and Restrictions for Caloosa Lakes recorded in Official Records Book 23693, Page 1494; all of the Public Records of Hillsborough County, Florida (hereinafter the "**Declaration**"); and

WHEREAS, pursuant to Article XV, Section 2 of the Declaration the Declaration may be amended upon the affirmative vote of not less than seventy percent (70%) of all Homeowners represented in person or by proxy at a duly noticed meeting of the members of the Association where a quorum is present in person or by proxy.

NOW, THEREFORE, Marvin Sudman, as President and Ellen McGovern, as Secretary of Caloosa Lakes Property Owners' Association, Inc. do hereby affirm and certify that the following amendment to Article VIII, Section (2) of the Declaration and creation of Article VIII, Section (3) of the Declaration was approved by an affirmative vote of not less than seventy percent (70%) of all Homeowners represented in person or by proxy at the duly noticed members meeting held on November 5, 2019, where a quorum was present in person or by proxy.

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I. Article VIII, Section (2) of the Declaration of Covenants and Restrictions for Caloosa Lakes Property Owners Association, as amended, is amended to read as follows:

(2) Rental or Lease of Units

No Dwelling shall be leased for a period of one (1) year from the date the Owner takes title to the Lot, except when the Lot is acquired by an institutional First Mortgagee or the Association as a result of foreclosure or a deed in lieu of foreclosure. No Dwelling shall be leased for a period of less than ninety (90) days. There shall be no more than three (3) leases of a Dwelling within a twelve (12) month period. Entire Units only may be rented, no individual rooms may be rented and no transient tenants may be accommodated. The Unit Owner renting or leasing a unit shall promptly notify the Board of the term of such rental, the names, current address and proof of age of the persons residing in the Unit under the terms of the lease for the Board's approval.

Thirty (30) days prior to the lease or rental of a unit the Owner shall submit to the Association a completed lease application, a national background check of the potential tenant(s) from a nationally recognized company, a copy of the proposed lease, and pProof of age of each tenant's age must be demonstrated by a valid driver's license, valid state identification, or birth certificate. The Association shall have the right to require that a substantially uniform lease or rental application be used or, in the alternative, the Association may approve the lease form as submitted by the Owner. If the background check reveals that the proposed occupant has been adjudicated guilty of a felony in the United States in the last 25 years, the Association may deny the lease.

The Board shall either approve or disapprove the proposed rental in writing. The only reasons the Board can disapprove the proposed rental would be term of lease is less than ninety (90) days and non-proof of the person who will be residing in the unit meeting the age requirements as established in First Amendment to this Declaration, dated March 15, 1991, and recorded O.R. #6210, Page #36 or as amended from time to time. The Board of Directors shall have the power to adopt, promulgate, rescind and amend rules and regulations regarding the approval requirements and lease application submission requirements for leases. The Association also has the right to charge a lease or rental application fee not to exceed the maximum amount permitted by law.

In the event the Association approves a lease, such approval of a lease shall not release the Owner from any obligation under this Declaration. The Owner of a Dwelling Unit which is leased shall not have any right of use of the Common Area, except as a guest or for ingress and egress to his or her Dwelling Unit. Owners will be jointly and severally liable with his or her tenants to the Association to

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repair any damage to the Common or Limited Common Elements caused by a tenant or guest of a tenant.

An Owner who is delinquent in any monetary obligation to the Association or who fails or refuses to provide a copy of the proposed lease, a completed background check, or proof of age of the proposed tenants shall be precluded from leasing his or her Dwelling Unit. 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 Dwelling Unit.

All renewals, rollovers and extensions of approved leases beyond the term of the originally approved lease shall be subject to the prior written approval the Board of Directors.

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 adopted pursuant thereto 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. Each Owner hereby delegates and assigns to the Association, acting through the Board of Directors, the power and authority of enforcement against the tenant for breaches resulting from the violation of the Declaration, Articles, Bylaws, and the rules and regulations adopted pursuant thereto, 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 thereto shall be the obligation of the Owner.

For the purposes of this section "lease", "rent", "leasing" or "renting" shall be defined as occupancy of a Unit by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere, or occupancy of the Unit by a person who is residing in the Unit in exchange for consideration.

II. Article VIII, Section (3) of the Declaration of Covenants and Restrictions for Caloosa Lakes Property Owners Association, is created to read as follows:

(3) Sexual Predators and Sexual Offenders

Effective on the date of recording of this Certificate of Amendment to this Declaration, no Dwelling Unit shall at any time be temporarily or permanently occupied by a "sexual offender" or "sexual predator" (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered by the State of Florida from time to time). Any

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sexual offender or sexual predator properly residing in Caloosa Lakes at the time of the adoption of the aforementioned amendment shall be allowed to continue to reside in the Dwelling Unit despite the foregoing limitation, provided the individual is registered with the Association within thirty (30) days following the adoption of this amendment and following notice to all owners of the need for registration of any occupants who are subject to this provision. Any such occupants may retain their exempt status only for so long as they continuously reside in the Dwelling Unit on a permanent basis.

CODING: New language is marked with a double underline. Deleted language is marked with a ~~strikethrough~~.

[Officers' Signatures are on Page 5]

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Signed, sealed and delivered in the presence of:

Pauline Baker
Print name: PAULINE BAKER

Kathy E Trimmer
Print name: KATHY E TRIMMER

CALOOSA LAKES PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
Marvin Sudman, President

Signed, sealed and delivered in the presence of:

Richard T McGovern
Print name: Richard T. McGovern

Kathy E Trimmer
Print name: KATHY E. TRIMMER

ATTEST:

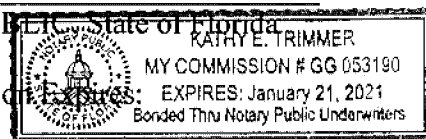
By: [Signature]
Ellen McGovern, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instruments was acknowledged before me by means of physical presence or online notarization, this 13 day of MARCH, 2020, by Marvin Sudman and Ellen McGovern, as President and Secretary, respectively, of Caloosa Lakes Property Owners' Association, Inc., who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Covenants and Restrictions for Caloosa Lakes and severally 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 13 day of MARCH, 2020.

[Signature]
NOTARY PUBLIC



My Commission Expires: