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This instrument was prepared by,
or under the supervision of
(and after recording return to):

Frazier & Brown, Attorneys at Law
202 S Rome Ave.
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Tampa, FL 33606

CERTIFICATE OF AMENDMENT
TO THE COMMUNITY DECLARATION, ARTICLES OF
INCORPORATION, AND BYLAWS FOR THE HIGHLAND
MEADOWS AT AYERSWORTH HOMEOWNERS
ASSOCIATION, INC.

THIS AMENDMENT is made this 9th day of August, 2018 by the HIGHLAND MEADOWS AT AYERSWORTH HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit Corporation (the "Association").

The Association has placed on record the Community Declaration for the Highland Meadows at Ayersworth Homeowners Association, Inc. ("Declaration"), recorded on February 24, 2014, in the Official Records Book 22428, Page 840, in the Public Records of Hillsborough, Florida, and the Association has placed on record the Articles of Incorporation and Bylaws for the Association, recorded as exhibits "2" and "3" to the Declaration, beginning on Pages 896 and 906 of Book 22428, in the Public Records of Hillsborough, Florida, which are hereby amended by the recording of this Amendment to the Declaration, Articles of Incorporation, and Bylaws.

RECITALS

WHEREAS, pursuant to Article IV, Section 4, of the Declaration, the Association is permitted to amend the Declaration upon the affirmative vote of 51% of the voting interests at a membership and a majority of the Board, and pursuant to Article XII, Section 3, of the Articles of Incorporation, the Association is permitted to amend the Articles of Incorporation upon the affirmative vote of 51% of the voting interests at a membership and a majority of the Board, and pursuant to Article XII, Section 3, of the Bylaws, the Association is permitted to amend the Bylaws upon the affirmative vote of 51% of the voting interests at a membership and a majority of the Board; and

WHEREAS, the Association provided a written copy of the proposed amendments to the Declaration, Articles of Incorporation, and Bylaws to all members prior to a duly called Meeting of the Members to discuss and vote on the proposed amendments to the governing documents; and

WHEREAS, at a meeting on the 12th day of July 2018, duly called for the purpose of voting on the proposed amendments to the Declaration, Articles of Incorporation, and Bylaws, the amendments were affirmatively approved pursuant to the appropriate aforementioned provisions within the governing documents, and reconvened to a later date; and

WHEREAS, Association desires to amend the Declaration, Articles of Incorporation, and Bylaws, and intends to record these amendments to evidence such amendments on terms set forth herein.

NOW, THEREFORE, the Association amends its Declaration, Articles of Incorporation, and Bylaws as follows:

(Deleted language marked with a ~~strike through line~~, new language marked with double-underline.)

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I. Section 4.1 of the Declaration is hereby amended as follows:

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. ~~No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions.~~ If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

Any changes to this provision with this amendment shall only not apply to first mortgages and the first mortgage holder (first mortgagee) existing at the time of the recording of this amendment but shall apply to all mortgagees (regardless of whether they had a separate active first mortgage on a Lot at the recording of this amendment), even if the mortgagee establishes a new first mortgage for any Lot after the recording of this amendment.

II. Section 4.4 of the Declaration is hereby amended as follows:

4.4 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of ~~(i) a the~~ majority of the Board,; and ~~(ii) fifty-one percent (51 %) of the Voting Interests present (in person or by proxy or electronic vote)~~ at a duly noticed meeting of the members of the Association at in which there is a quorum or by a signed writing from the same number of members it would take to pass a vote at a meeting, including the necessary quorum. However, the necessary vote to amend Articles of Incorporation and Bylaws shall require either a unanimous vote of the Board or the same voting method used to amend the Declaration. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration from and after Turnover shall affect the rights of a Builder unless such amendment receives the prior written consent of such Builder, which consent may be withheld for any reason whatsoever.

Any changes to this provision with this amendment shall only not apply to first mortgages and the first mortgage holder (first mortgagee) existing at the time of the recording of this amendment but shall apply to all mortgagees (regardless of whether they had a separate active first mortgage on a Lot at the recording of this amendment), even if the mortgagee establishes a new first mortgage for any Lot after the recording of this amendment.

III. Section 12.22 of the Declaration is amended as follows:

[Substantial rewording; review the Declaration for the original language]

12.22 Leases. The Association shall have the following rental restrictions.

12.22.1 Lease Terms; When and What Owners Can Lease; and Other Owner Restrictions Against Leasing: A Lot Owner may rent or lease their Lot provided that the term of the lease or rental is a minimum of twelve (12) months. A Lot Owner may not rent or lease their Lot for a term that exceeds a period of twelve (12) months. Owners may not rent their Lot more than once in a twelve

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(12) month period. No Owner obtaining and recording title to a Lot shall lease or rent said Lot within the first twelve (12) months of recording title to that Lot. Lots shall be used for single-family residential purposes only. No bed and breakfast facility may be operated out of a Residence. Individual rooms of a Residence may not be leased on any basis. Lots may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No transient tenants may be accommodated in a Residence. A Lot Owner may rent or lease a Lot, as long as, the total number of Lots rented or leased within the Association does not exceed ten (10%) percent of all Lots within the Association and Lot Owner complies with this section; however, the Board may increase the percentage up to twenty percent (20%) upon a unanimous vote. The Board shall have the authority to create a wait-list if the cap is ever reached, and administer it as they see fit. No Owner shall own more than five (5) Lots within the Association. No time-shares or other similar arrangements are permitted. The Board may consider on a case by case basis any hardship exception to rental restrictions.

12.22.2 Rental Approval and Application Requirement: Association has the absolute right to approve or deny any rental application or prospective tenant. All Owners must obtain written approval from the Board for a tenancy to be valid. The Lot Owner, and/or the tenant, must deliver to the Association fifteen (15) days prior to tenancy, the following: (i) a copy of the rental or lease agreement; (ii) a completed tenant application form provided by the Association, and any other information form(s) as may be required by the Association; (iii) a copy of the national background check(s) referenced in this provision; and (iv) a \$50 non-refundable application fee for every adult prospective occupant (From time to time the Board may raise the fee to reasonable number if needed). The Lot Owner must complete a national background check (including: criminal, credit, etc., and other items that the Board shall from time to time require) on all tenant(s) and occupant(s) of the Lot. The Board has the authority to require an interview of all proposed lessees/tenants prior to tenancy. Any attempt to rent or lease said Lot without prior written approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void; provided, however, any lease may be validated by subsequent approval of the Association at its discretion.

12.22.3 Governing Documents and Required Language in Leases: The Association shall have the right to enforce its Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations against such tenant(s) and the Lot Owner, but without any obligation to do so against tenant(s), such enforcement being the sole responsibility of the Lot Owner. Owner must make available to the lessee or occupants copies of the Governing Documents, and it is not the Associations responsibility to ensure the lessee or occupant is aware of any restrictions or covenants described in any of the Governing Documents. The Board also may implement reasonable rules and regulations regarding tenants and rentals. All leases must contain language indicating that any breach of any provision within the Association's Governing Documents shall be a material breach of the lease agreement and subject the tenant(s) to automatic eviction, pursuant to a vote from the Board, and shall be at the Lot Owner's expense. If the Board so chooses, it may allow sub-leasing, but any sub-leasing of a Lot Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof.

12.22.4 Short-Term Rental Site Restriction: Lot Owners are prohibited from renting Lots as short-term rentals, or even posting Lots on any peer-to-peer online marketplace or homestay networks, including but not limited to Airbnb or VRBO. Any violators of this short-term rental provision shall be barred for twelve (12) months from the authority to rent any Lots to a third party. Any

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occupant, who is not the Owner, who resides within in a Lot that is posted to a peer-to-peer online marketplace or homestay network, including but not limited to Airbnb or VRBO, shall automatically be deemed unapproved tenants under this Declaration.

12.22.5 Owner Restriction During Rental Term: A Lot Owner who has leased or rented their Lot shall be prohibited from using the common area amenities during such time as the Lot is rented or leased.

12.22.6 Guests and Occupant; When a Guest Becomes a Tenant: Tenants are permitted a maximum of five (5) guests. This provision may be waived when a tenant has submitted a request to the Board at least seventy-two (72) hours in advance, and the Board has approved the tenant's requested number of guests. For the exception of Family Members, if a guest of a tenant or Lot Owner occupies a Lot for more than fourteen (14) consecutive days or if a guest of a tenant or Lot Owner occupies a Lot for more than thirty (30) days in any calendar year, the guest shall be deemed a tenant of the Lot, and the Lot Owner shall be required to submit the documentation required by this section in order to continue occupancy of the Lot and obtain approval. Failure to obtain such approval shall require the tenant or Lot Owner's guest to immediately vacate the Lot. However, this provision does not mean the occupant in question is not a tenant if they reside within the Lot less than fourteen (14) consecutive days or less than thirty (30) days in any calendar year, as other factors may determine their tenancy status. Family Member is defined as spouse, parent, grandparent, sibling, or child of the owner. Any non-owner (except for minor children of the owner) may also be automatically subject to the tenant application process or ejection upon violation of the governing documents. Employees, shareholders, officers, agents, or any representative of an organization or non-human entity that owns a lot shall automatically be considered tenants, and must comply with this provision. Affiliate entities of an entity that owns a Lot are not considered owners of the Lot, and any of their employees, shareholders, officers, agents, or any representative of the affiliate entity are also subject to this provision. If a non-owner provides any consideration of any kind to the owner while residing on a Lot (which shall include but not limited to currency, trade, goods, services of any kind, or other consideration), said individual or non-owner shall automatically be deemed a tenant, regardless of any other fact or exception listed in this Article.

12.22.7 Deposit: In connection with and as a condition to the approval of the lease of a Lot, the Association may, but is not obligated to, require a Lot Owner or prospective lessee to submit a deposit in the amount of \$300 prior to the beginning of the lease. If a Lot Owner owns three (3) or more Lots, of which all are leased, then the deposit amount shall be pooled for all Lots in the amount of \$900. The deposit will be placed into a non-interest bearing account maintained by the Association. The deposit shall be used to pay fines against the property, abatements as to the Lot, and to protect against damages to the Common Elements or other Association property, should damages or cleaning be the result of an act or failure to act on the part of the Lot Owner or lessee at any time during the term of the lease. The Lot Owner or lessee will be notified if the deposit is used. If unused, the deposit will be returned to the Lot Owner or lessee. This provision will apply on and after the date of recording. From time to time, the Board of Directors may analyze, review, and adjust by rule the amount of the deposit. Any unused deposit shall be returned to the Lot Owner only if: (a) six (6) months has transpired from the time the Lot was last rented or (b) upon the sale of the Lot.

12.22.8 Association Right: The Association shall have the unqualified right to sell, lease or otherwise transfer a Lot, including the fee ownership thereof, nor shall the Association be subject

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to the requirements of this section or other sections pertaining to conveyance.

12.22.9 Remedies: Upon violation of this provision or any restriction the Association may take every legal remedy available to prevent such violation, including but not limited to: (1) levying compliance based individual assessment from a noticed schedule; (2) issuing fines under the statutory fining process; (3) seeking private or statutory mediation or arbitration; (4) seeking injunctions or lawsuits for damages; (5) seeking eviction of non-owner occupants and tenants; and (5) any other remedy available at law. The Owner shall pay all costs and attorney's fees that the association may incur as a result of enforcement at the time the expense is incurred, and fully indemnify the association for any damages or claims related to enforcement. Furthermore, if any breach of any provision within the Association's Governing Documents takes place, it shall be a material breach of the lease agreement and subject the tenant(s) automatic eviction, pursuant to a vote from the Board, and shall be at the Lot Owner's expense. All leases shall reflect this automatic eviction language or be deemed automatically disapproved by the Association. The Association may collect rent directly from the tenant if the owner becomes delinquent to the Association at any time; however, it must comply with 17.23 of the Declaration.

12.22.10 After passage of this rental amendment and pending a future affirmative vote on a resolution by the majority of owners present, in person or by proxy or electronic vote, at a properly noticed meeting of the members, all owners recognize and waive all claims to the contrary that the Board has the authority to authorize additional reasonable rules and regulations on renting. For a resolution and its restrictions to be enforceable, it must be: signed by a member of the Board, list the specific additional restrictions, and be noticed to the community.

IV. Section 17.15 of the Declaration is hereby amended as follows:

17.15 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner or builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns. Every new Lot Owner, regardless of how title is acquired, including through foreclosure, a successor, assignee, grantee, or purchaser, shall be jointly and severally liable for all amounts, including but not limited to any Assessments, fees, fines, interest, attorneys' fees and costs, or other amounts that often occur with these types of actions, that were chargeable to the former Lot Owner of such Lot which became due prior to such sale or transfer. To clarify existing law, for purposes of interest priority, including in bankruptcy, mortgage foreclosure, and tax sale proceedings, the Association shall have a continuing lien, whether filed

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or not in the public records, that shall relate back to the original recording of the Declaration. For the purposes of clarity and consistency with Florida Law, including what has already been stated above, fines, along with the costs and fees related to mortgage foreclosure actions, or other charges that often result from these types of actions, are also recoverable under this Declaration.

Any changes to this provision with this amendment shall only not apply to first mortgages and the first mortgage holder (first mortgagee) existing at the time of the recording of this amendment but shall apply to all mortgagees (regardless of whether they had a separate active first mortgage on a Lot at the recording of this amendment), even if the mortgagee establishes a new first mortgage for any Lot after the recording of this amendment.

V. Section 17.16 of the Declaration is hereby amended as follows:

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. ~~The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2013). However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners and Builders (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable provided in the mortgage held by such Lender. In the event Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.~~

Any changes to this provision with this amendment shall only not apply to first mortgages and the first mortgage holder (first mortgagee) existing at the time of the recording of this amendment but shall apply to all mortgagees (regardless of whether they had a separate active first mortgage on a Lot at the recording of this amendment), even if the mortgagee establishes a new first mortgage for any Lot after the recording of this amendment.

VI. Section 17.21 of the Declaration is hereby amended as follows:

17.21 Rights to Pay Assessments and Receive Reimbursement. ~~While a non-Association, non-Declarant, or non-Lender owner owns a Lot or Home, the Association, Declarant and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. However, nothing within this section shall be meant to~~

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supersede any rights of the Association under 17.15 and 17.16 of this Declaration, or supersede the obligations of an owner, new owner, or new purchaser of a Lot or Home under 17.15 and 17.16 of this Declaration, or anywhere else within these governing documents. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

Any changes to this provision with this amendment shall only not apply to first mortgages and the first mortgage holder (first mortgagee) existing at the time of the recording of this amendment but shall apply to all mortgagees (regardless of whether they had a separate active first mortgage on a Lot at the recording of this amendment), even if the mortgagee establishes a new first mortgage for any Lot after the recording of this amendment.

VII. Section 12.3 of the Articles of Incorporation is hereby amended as follows:

[Substantial rewording; review the Articles for the original language]

12.3 Amendments From and After the Turnover. Amendment procedures for the Articles of Incorporation shall be the same as listed under Section 4.4 of the Declaration.

VIII. Section 3.5 of the Bylaws is hereby amended as follows:

[Substantial rewording; review the Bylaws for the original language]

3.5 Quorum of Members. Members owning ten percent (10%) of the membership interests entitled to vote, present in person or represented by written proxy or electronic vote, shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the Declaration, the Articles of Incorporation, or these Bylaws. All elections shall require a quorum percentage that is the specified default quorum percentage listed under Section 720.306(1)(a) of the Florida Statutes. If, however, such quorum shall not be present in person or represented by written proxy or electronic vote, the Board shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting of location, time, and date of a reconvened meeting, until a quorum shall be present or represented. At such adjourned meetings at which a quorum shall be present or, represented, any business may be transacted which might have been transacted at the meeting originally called, unless the necessary vote was obtained and has already been closed a the original meeting.

IX. Section 3.8 of the Bylaws is hereby amended as follows:

[Substantial rewording; review the Bylaws for the original language]

3.8 Proxies, Electronic Vote, and Other Voting Methods. The Association may utilize the following methods to vote; however, Members must comply with certain specified conditions for each method.

(a) In Person via Voting Ballot: Members may vote in person by a standard ballot for all matters at all properly noticed Members' meetings; however, a secret written ballot shall be used for electing Directors of the Board, in accordance with 4.7 of these Bylaws. The use of any ballot may be waived by a 100% of the Members attending the meeting. Upon the vote being cast, it will not expire, and will be valid in relation to the meeting.

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(b) **Written Petition:** For the exception of electing Directors or when the Board provides a predetermined limited window to cast a vote via notice on a particular matter, Members may vote on any matter via signing a written petition on the matter. However, the subject matter of the vote must be properly proposed and noticed within the applicable guidelines of these governing documents. Upon signing the petition, the owner's vote will not expire for twelve months, and instead be automatically be considered cast for the subject, unless the Member expressly revokes the vote in a signed writing to the Board.

(c) **Proxies:** Members may vote by proxy for all meetings, or utilize proxies solely for the purpose of establishing quorum; however, proxies may not be used to vote on elections for Directors. General and limited proxies are permitted, but the use of general proxies may be restricted by the Board at its discretion. All proxies can only be created by the Association, and the Board is granted authority to establish a tracking system to number all proxies. All proxies must have the following language within the document, and will be recorded as votes at the next meeting or reconvened meeting on the matter: "By filling out this proxy you acknowledge that your selections will be cast as formal votes at the next available meeting or reconvened meeting on the matter, and the vote will be valid regardless of expiration of this proxy." Once a vote is cast from a proxy at a meeting, it shall not expire for the duration of the related meeting on the matter. All proxies can be revoked at any time. A proxy shall be valid only for the meeting for which it is given as specified therein, and any reconvened meeting on the matter.

(d) **Electronic Vote:** Upon the Board complying with the necessary Board notice, Board meeting, and Board resolution described for electronic voting under 720.317 of the Florida Statutes, the Association's members may use electronic voting for all matters except electing Directors of the Board. All electronic votes are automatically considered cast upon signing and selecting a vote, and shall not expire for the duration of the meeting, including any reconvened meetings on the matter.

X. Section 12.3 of the Bylaws is hereby amended as follows:

[Substantial rewording; review the Bylaws for the original language]

12.3 Amendments From and After the Turnover. Amendment procedures for the Bylaws shall be the same as listed under Section 4.4 of the Declaration.

XI. Except as specifically modified herein, the Declaration, Articles of Incorporation, and the Bylaws shall remain in full force and effect without modification.

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IN WITNESS WHEREOF, Association has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expresses this 9 day of August 2018, at Hillsborough County, Florida.

**Highland Meadows at Ayersworth
Homeowners Association, Inc.**

By: Kangelia J. Baxter
President

Print Name: Kangelia J. Baxter

U. J.
Witness Signature

Print Name: Vanessa Josey

Lorraine St. Juste
Witness Signature

Print Name: Lorraine St. Juste

STATE OF FLORIDA
COUNTY OF Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 9 day of August, 2018, by Kangelia Baxter, as President of the Association, who is personally known to me or has produced _____ as identification.

Craig P. Margelowsky
Notary Public

Print Name: Craig P. Margelowsky

My Commission Expires: 9/26/2018

(Notary Seal)

