

Country Downs Homeowners' Association
C/O Southwest Property Management
610 N Wymore Rd #200
Maitland, FL 32751

Amendment to Article III, Section 3.21– Leasing Provisions

Exhibit “A”

21. Leasing:

Part I. Subject to the provisions hereof and the prohibition on rentals within the first 24 months of ownership provided for in Part II of this Section, an Owner is permitted to lease his or her Living Unit, provided however, that such Owner provides the Association with ten (10) days prior notice along with a copy of the lease agreement ~~of same~~ prior to the tenant's taking possession. Upon leasing a Living Unit each Owner shall be required to submit a completed "Notification of Leasing" form (or such other form as the Board may determine from time to time) to the Association, setting forth the property address, tenant's name, contact information, dates of rental, vehicle information and such other information as may be required by the Board. Each lease for Rental of a Living Unit shall be in writing and shall specifically provide (or if it does not shall automatically be deemed to provide) that a material condition of the lease shall be tenant's full compliance with the covenants, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after execution of the lease and or any modifications or extensions of same). The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Properties resulting from acts or omissions of tenants (as determined by the Association in their sole and absolute discretion) and to pay any claim for injury or damage to Property caused by the negligence of the tenant. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. Living Unit may only be rented twice in a one-year period [12 consecutive months] unless an application for hardship is approved by the Board of Directors. Living Unit may be leased only in their entirety; no fraction or portion may be leased. No part of any Living Unit shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodation.

Part II. Leasing Prohibition & Restrictions - Rental Prohibition Restricting Rental of Living Units for the Initial Twenty-Four (24) Months Immediately Following the Date the Owner Takes Legal and/or Equitable Title:

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Any existing Owner who at the time of the recordation of this amendment has owned a Living Unit for less than 24 months shall not be subject to this rental prohibition unless that Owner purchases another Living Unit hereafter. Living Unit shall be defined as any building or structure constructed on a Lot. All other persons or entities who take legal or equitable title to a Living 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 Living Unit by the existing rental restrictions contained within the Association’s governing documents.

Owners who purchase a Living Unit after the recordation date of this amendment must either 1.) use and occupy the Living Unit for primary occupancy as a homesteaded residence, as set forth in Section 196.015 Florida Statutes and as amended from time to time, or 2.) use the Living Unit as a second home during the initial 24 month period following the date Owner takes title as established by the date of the recordation of the written interest upon which the Owner becomes vested of legal and/or equitable title to the Living Unit. Use as a second home means that all utilities are in the name of the Owner of Record.

There shall be absolutely no rental of the Living 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 Living 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 Living Unit is a “tenant” as defined by Chapter 83, Florida Statutes.

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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 Living Unit after the date of the recordation of this amendment shall have no right to lease the Living Unit during the initial 24-month period after taking title, legal or equitable.

If title to the Living 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 Living Unit as his or her primary residency. A copy of a current written land trust agreement must be provided to the Association within 30 days of the transfer of title.

Any violation of this 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 Living 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

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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 Living Unit. There shall be no reduction in the initial rental prohibition if the Living Unit is used as a second home. Finally, the Board of Directors shall not consider an emergency or hardship application if the Owner acts first to rent the Living Unit, and then to seek waiver of the rental prohibition.

If the death of an owner and/or co-owner should occur, the heirs of the owner shall be allowed to immediately begin renting the Living Unit such that the above 24-month prohibition shall not apply, and the family will not need to petition the Board for a hardship application.

The Board of Directors shall have the right to deed a Living 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 Living 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 Living 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.