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**CERTIFICATE OF FILING OF AMENDMENT TO**  
**DECLARATION OF SOUTH FORK OF HILLSBOROUGH**  
**COUNTY III**

THIS AMENDMENT is made by **South Fork of Hillsborough County III Homeowners Association, Inc., a Florida not for profit Corporation** (the "Association").

**RECITALS**

**WHEREAS**, The Association adopted Declaration of Covenants, Conditions and Restrictions For South Fork of Hillsborough County III on the 6th day of February 2006, pursuant to Article XI of the Declaration of Covenants, Conditions and Restrictions For South Fork of Hillsborough County III.

**WHEREAS**, That certain Declaration of Covenants, Conditions and Restrictions For South Fork of Hillsborough County III was recorded in Official Records Book 1568, at Page 1627 of the Public Records of Hillsborough County, Florida (the "Declaration").

**WHEREAS**, Article XI of the Declaration permits the members of the Association to adopt an amendment to the Declaration at a meeting based on the [affirmative vote of two-thirds (2/3) of a quorum of the members (without regard to class) cast in person or by proxy at a meeting duly called for that purpose.]

**WHEREAS**, at a meeting of the members held on the 18th day of October, 2016, the following amendments were approved pursuant to Article XI of the Declaration.

**NOW, THEREFORE**, the Association amends the Declaration as follows:

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

- I. Article XI of the Declaration is hereby amended as follows:

~~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~~ Any amendment shall be effectuated (1) by causing the Association to execute and record a written instrument setting forth such amendment, or (2) by causing a

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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" membership 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 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 affirmative vote required for adoption shall be~~ The Declaration may be amended by two-thirds (2/3) of a quorum of the members (without regard to class) cast in person or by proxy at a meeting duly called or in writing or using electronic voting by the same amount. ~~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, among the Public Records of Hillsborough County.

II. Article IX, Section 18 of the Declaration is hereby amended as follows:

Use, Rentals. Owners may rent or lease their Dwelling, as long as, the total number of Dwellings rented or leased within the Subject Property does not exceed twenty-five (25%) of all Dwellings within the Subject Property. Lots shall be used for single family residential purposes only. The Board will have right to approve or deny a lease or rental agreement. Owners may rent or lease Dwellings for periods of at least one (1) year provided that (a) the Owner delivers ten (10) days' prior written notice of the lease or rental agreement to the Association, together with a copy of the written lease or rental agreement; (b) the tenant completes such informational form as may be required by the Association and Owner delivers same to the Association prior to commencement of the tenancy; (c) the agent or Owner shall conduct a background check on the tenant and occupants of the home and shall provide a copy of the information to the Association with the rental application; (d) a \$50.00 non-refundable application fee shall be submitted with the rental application prior to approval by the Association; and (e) the 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, such enforcement being the sole responsibility of the Owner.

a. An Owner who has leased or rented their Dwelling shall be prohibited from using the common area amenities during such time as the Dwelling is rented or leased.

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b. Tenants are permitted a maximum of four (4) guests. This provision may be waived when a tenant has submitted a request to the Board at least forty-eight (48) hours in advance and the Board has approved the tenant's requested number of guests.

c. A tenant's failure to comply with the Declaration, Bylaws, Articles, rules or restrictions may result in the tenant's eviction as deemed necessary by the Board and shall be at the Owner's expense.

d. If an Owner is unable to meet any portion of this provision, then said Owner may submit a hardship application to the hardship review committee to be created for the purpose of avoiding unjust results, given exigent circumstances, created by dogmatic adherence to strict provisions. A hardship committee's decision may be appealed to the Board of Directors within ten (10) days of the rendered decision from the hardship committee.

### III. Article VI, Section 1 of the Declaration is hereby amended as follows:

a. Assessed Property. Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association: (i) annual assessments or charges, (ii) special assessments, (iii) individual assessments, and (iv) a one-time only initial assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and legal assistants' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, the such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lots as to which the assessment accrued, and upon any Dwelling located thereon. Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first priority, purchase money mortgage of an institutional lender. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot of any Dwelling located thereon in the hands of the then Owner and each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period, ~~and personal liability shall not pass to successors in title unless~~

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~~expressly assumed by them.~~ An Owner or first mortgagee is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date a late charge of \$25.00 per month shall be assessed on

the 15<sup>th</sup> of each subsequent month in which the assessment is late, and the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling locate thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees, and fees and collection costs shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessment against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use and otherwise deal with the Lot and any Dwelling thereon as owner thereof. No mortgagee shall have the obligation to collect any assessments or other amounts arising under this subsection, and no failure by the Owner to pay any assessment or other amounts arising under this subsection shall constitute a default under the first priority, purchase money mortgage of an institutional lender.

IV. Article IV, Section 11 of the Declaration is hereby amended as follows:

11. Abandoned Dwelling. The Association, at the sole discretion of the board, may enter an abandoned Dwelling to inspect the Dwelling and adjoining Common Property; make repairs to the Dwelling or to the Common Property serving the

Dwelling, as needed; repair the Dwelling if mold or deterioration is present; turn on the utilities for the Dwelling; or otherwise maintain, preserve, or protect the Dwelling and adjoining Common Property. In the absence of actual knowledge of abandonment, a Dwelling is presumed to be abandoned if:

a. The Dwelling is the subject of a foreclosure action and no tenant appears to have resided in the Dwelling for at least four (4) continuous weeks without prior written notice to the Association; or

b. No tenant appears to have resided in the Dwelling for two (2) consecutive months without prior written notice to the Association, and the Association is unable to contact the Owner or determine the whereabouts of the Owner after reasonable inquiry. However, this presumption does not apply if all

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assessments against the Dwelling are current or the Association has been notified of an intended absence.

Except in the case of an emergency, the Association may not enter an abandoned Dwelling until two (2) days, excluding Saturday, Sunday, and court-observed legal holidays, after notice of the Association's intent to enter the Dwelling has been mailed or hand-delivered to the Owner at the address of the Owner as reflected in the records of the Association. Any expense incurred by the Association pursuant to this section is chargeable to the Owner and enforceable as an assessment and the Association may use its lien authority to enforce collection of the expense.

IN WITNESS WHEREOF, the undersigned hereunto has executed this document this 12<sup>th</sup> day of December, 2016.

**SOUTH FORK OF  
HILLSBOROUGH COUNTY III  
HOMEOWNERS ASSOCIATION, INC.**

*Frank Hile*

Frank Hile, President

Witness #1 Signature *Sally S Wittstruck*

*Sally S Wittstruck*

Witness #1 Print Name

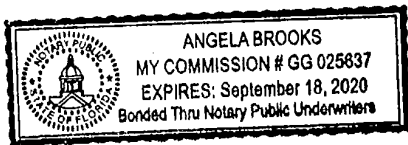
Witness #2 Signature *Angela Brooks*

*Angela Brooks*

Witness #2 Print Name

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 12<sup>th</sup> day of December, 2016, by Frank Hile, President of South Fork of Hillsborough County III Homeowners Association, Inc., a Florida not for profit Corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.



*Angela Brooks*

Notary Public

*Angela Brooks*

Print Name

My Commission Expires: 9/18/20

(Notary Seal)