

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

Frazier & Bowles, Attorneys at Law
202 S. Rome Ave.
Suite 125
Tampa, FL 33606

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

I hereby certify that the enclosed amendment, enclosed as Exhibit 1, that amended the Declaration of Covenants, Conditions and Restrictions for South Fork of Hillsborough County III Homeowners Association ("Declaration"), which as originally recorded in the Official Records of Hillsborough County, Florida, at Official Records Book 16127 PG 1568, as amended from time to time, by the members of the South Fork of Hillsborough County III Homeowners Association, Inc. ("Association") by the necessary thresholds to adopt an amendment at a meeting held on March 14, 2023 and reconvened until April 11, 2023.

IN WITNESS WHEREOF, the Association has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 12th day of April, 2023, at Hillsborough County, Florida.

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

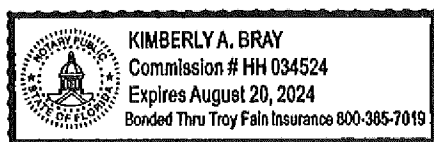
By: [Signature]
President
Print Name: STEVEN CHILDERS

[Signature]
Witness Signature
Print Name: Makayla Crew

[Signature]
Witness Signature
Print Name: Darin Longoria

STATE OF FLORIDA
COUNTY OF Hillsborough

THE FOREGOING INSTRUMENT was acknowledged before me this 12th day of April, 2023, by Steven Childers, as President of the Association, who ☒ is personally known to me or ☐ has produced _____ as identification.



(Notary Seal)

[Signature]
Notary Public
Kimberly Bray
Print Name
My Commission Expires: 08/20/2024

EXHIBIT 1 - ADOPTED AMENDMENTS TO THE GOVERNING DOCUMENTS

RENTIAL AMENDMENT

NOTE: Additions indicated by double underlining; Deletions indicated by strike throughs

Adopted Amendment to delete and replace Section 18 of Article IX of the Declaration with the following:

~~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 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 the 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.~~

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.~~

a) Homeowner Ownership & Rental Caps: The Association consistently works towards improving the community for its residents; as a result, in an attempt to build community and ensure the marketability of each Owner's Lot, the Association requires a twenty-five percent cap on rentals in the community and a twenty-five percent cap by neighborhood, and the Board may establish a wait list and administer it to deal with the cap being hit. This cap will help to maintain the availability of federal mortgage backed financing within the community. Additionally, in an effort to encourage our owners to live within and contribute to the community, the Association requires Owners to reside on their Lots for no less than twelve months before becoming eligible to rent or lease the Lot, and may not own more than ten homes within the Association. Additionally, no owner or their affiliates may collectively or individual rent more than ten dwellings at one time.

1) Neighborhood as referenced in the above paragraph are the following: Windrose, Cordova, Enclave, Ibis Cove, Highlands, Flagstone, and Savannah.

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b) Tenant Information & Approval: The Association finds that homeowners who have invested in the community have passed various credit and background checks with most of the institutions who loaned the money to purchase the property and their owner information is of record in the public records, and the Association recognizes the need to protect the health, safety, and welfare of the community. For the aforementioned reasons, the Association feels that all tenants who live in the community should also have to disclose certain basic information and pass certain minimal thresholds of the Association and its owners. As a result, fifteen days prior to tenancy, the Association shall require a tenant information form to be complete with a copy of the lease for anyone renting a property in the Association, in addition to requiring basic background or credit checks as deemed necessary and/or charge an applicable reasonable administrative fee for the application process. Included amongst information that must be provided are the names of all occupants, and the license and a description of all occupant vehicles. Any tenant or lease that fails to comply with the Association's information and approval process shall be deemed null and void; however, late, but proper, applications may be later approved with an individual assessment for failure to follow the process, to avoid the injustice of a properly approved tenant having to be removed.

c) Lease Terms & Hotel Style Rentals: All leases must be at least twelve months in length, and an owner cannot have more than three leases in a twelve month period. For the sake of preserving the community scheme and protect the health safety and welfare of our owner and residents, owners are prohibited from renting their 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 provision shall be barred for twelve months from the authority to rent any Lots to a third party. Any 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 be automatically deemed in violation of the rental provisions.

d) Governing Documents & Remedies: All Association rules and regulations apply to all occupants, tenants and temporary residents. Indeed, any individual who commandeers a parking spot, stays overnight more than ten days a month or thirty days in a year shall qualify as a tenant under this Declaration, subject to the rules within this provision, including but not limited to information forms and other items. Breach of the rental rules and regulations or the governing documents shall allow the Association to evict a tenant, along with other available remedies under these governing documents or law, including but not limited to: (1) levying compliance based individual assessment from a 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 (6) 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 and hold the Association harmless for any damages or claims related to enforcement.

h) Grandfather Clause & Statutory Exclusion: With regards to the rental cap of ten percent, current Owners shall be grandfathered into the prior covenants and caps for the Lots they own at the time of this amendments. Additionally, Owners that would qualify for partial exclusion for applicability of any post July 1, 2021 adopted rental covenant as described under F.S. § 720.306(1)(h), as enacted on July 1, 2021, shall be bound by all relevant covenants in this amendment as permitted under F.S. § 720.306(1)(h) and for all other matters they will be bound to comply with the prior rental provisions recorded for the Association within the Public Records of Hillsborough County.

i) Security Deposits: In connection with and as a condition to the approval of the lease of a Lot, the Association may require a Lot Owner or prospective lessee to submit a deposit in the amount of \$300 prior to the beginning of the lease for each Lot being rented. 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

EXHIBIT 1 - ADOPTED AMENDMENTS TO THE GOVERNING DOCUMENTS

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.

j) Other Provisions: 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. 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 a hardship committee. 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.

EXHIBIT 1 - ADOPTED AMENDMENTS TO THE GOVERNING DOCUMENTS

LOAN AMENDMENT

NOTE: Additions indicated by double underlining; Deletions indicated by ~~strike-throughs~~

Adopted amendment to add Article XVI to the Declaration with the following:

Lending Money.

a. Lending Money – The Association is a not for profit corporation organized under Chapters 617 and 720, Florida Statutes. As of such, under Section 617.0302(13), Florida Statutes, the Association has the power to lend money for its corporate purpose, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds loaned or invested. Furthermore, pursuant to Article V of the Articles of Incorporation of South Fork of Hillsborough County III Homeowners Association, Inc., the Association has all the powers of a not-for profit corporation organized under Chapter 617 or Chapter 720, Florida Statutes, as amended from time to time, to do any and all lawful things which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners.

1. Authority. The Board shall have the power to issue loans under this section provided that a majority of the Board consents at a properly noticed meeting of the Board. The terms and conditions for any loan or under this section must be fair and reasonable to the Association given the entirety of the circumstances under which the loan is issued. The determination that the terms and conditions are fair and reasonable shall be made by the Board in its sole discretion except as otherwise prohibited by Florida law or the governing documents for the Association. The Board may consider all factors and circumstances when making such a determination, including, but not limited to, benefits or matters concerning the common interest to the members, additional costs to members, and any negative consequences incurred by refusing to issue such a loan. As a general rule, matters of common interest to members shall be deemed to include, but shall not be limited to, any benefit, direct or indirect, to members of the Association in any tangible or intangible form or fashion (“matters of common interest to members”). The Board may make a reasonable determination on what constitutes matters of common interest to members.

2. Loans to Special Districts. The Board shall have the power to issue loans to special districts at below market rates and provide other favorable terms and conditions so long as such rates, terms, and conditions provide a benefit to matters of common interest to members. By way of example, not limitation, if the Community Development District that services the Association requires additional funding or emergency special assessments in order to continue its operation or to continue to provide consistent benefits provided to the members of the Association that are also landowners of the District, such would be a scenario in which the Board of Directors of the Association may issue a loan to the CDD. As long as such loan benefits the common interest of the members of the Association, who, for example will continue to be able to enjoy the amenities, services, and benefits of the District, the Association may even provide a further benefit on a matter of common interest by allowing such a CDD to borrow at favorable rates that may be below market, at terms that are of a direct or indirect benefit to the members of the Association, and conditions that would be favorable or to achieve a mutually beneficial objective. By means of example and not limitation, this is especially true in considering that potential alternatives to favorable financing may be either the CDD failing to maintain services, losing vendors, or increasing the tax rate for the landowners of the District in a unfavorable way that would not benefit the common interests of the members of the Association. In this example, providing favorable terms to the CDD that provides a benefit to members outweighs the negative impact increased taxes from the CDD or the CDD’s inability to upkeep the services it provides to members of the Association and the landowners of the District. It is contemplated in this provision that members of the Association and are also landowners of the District, when they overlap, will be benefitted on the cumulative whole of not losing services or increasing overall payments to both.

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3. Prohibited Loans. The Association shall not issue any loans prohibited by Section 617.0833, *Florida Statutes* or any loans otherwise prohibited by law or these governing documents. Should any loan given under this section be given solely to benefit the District and would not serve any financial, practical, tangible or intangible benefit as a matter of common interest among members of the Association, such a loan under these provisions of the Declaration to a District would be void and would be required to be paid in full through the raising of special assessments by the District within 90 days. This provision is not to be used to avoid regular, ongoing special assessments of the District, and will be prohibited as a matter of law, should it be used as such.

4. Indemnity. The Association shall and does hereby indemnify and hold harmless all of its respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the issuance of any loan by the Association.

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BASKETBALL HOOP AMENDMENT

NOTE: Additions indicated by double underlining; Deletions indicated by strike throughs

Adopted amendment to Section 17 of Article IX of the Declaration:

17. Yard Accessories and Play Structures. All yard accessories, play structures, excluding basketball hoops or backboards, and any other fixed games, shall be located at the rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under subsection 16(ii), above.

Unless otherwise stated herein, basketball ~~Basketball~~-structures, ~~shall~~ may be permanently mounted to a permanent in-ground pole, and will only be allowed only under the following conditions:

- (1) basketball hoops and structures must be well-maintained;
- (2) backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
- (3) nets are limited to white nylon; and
- (4) the location of the in-ground pole shall be mid-point of the driveway on the side furthest from the door of the home.

The pole must be black metal and permanently mounted into the ground with a concrete base. No permanent basketball structures may be placed in any side yard.

Temporary basketball hoops are permitted when in use, but they must be "Moved and Out of Sight" and hidden when not in use. Moved And Out of Sight is defined as not visible from the street or Common Area.

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ENCLOSURE AMENDMENTS

NOTE: Additions indicated by double underlining; Deletions indicated by ~~strike-throughs~~

Adopted amendment to add Subsection (a) to Section 1 of Article VII of the Declaration with the following:

(a) Pools & Pool Enclosures: Owners must submit an application in accordance with Article VII of the Declaration for any pool or pool enclosure installation, but Owners shall be permitted to have pools without the need for pool enclosures to be installed, as long as they comply with all laws and regulations, including but not limited to safety and health code regulations. However, nothing within this provision allows for above ground swimming pools, as Section 19 of Article VIII of the Declaration specifically prohibits those types of pools. This provision shall control over any other governing document provisions to the contrary, in case of conflict.

Adopted amendment to add Subsection (b) to Section 1 of Article VII of the Declaration with the following:

(b) Front Screen Enclosures & Storm Doors: Front screen enclosures and storm doors shall be permitted, but Owners must submit an application in accordance with Article VII of the Declaration. The Association may limit the color scheme and other aspects of design that are permissible for these enclosures. This provision shall control over any other governing document provisions to the contrary, in case of conflict.

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GARBAGE CAN AMENDMENTS

NOTE: Additions indicated by double underlining; Deletions indicated by ~~strike-throughs~~

Adopted amendment to Section 5 of Article IX of the Declaration:

5. Garbage and Trash. No trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored in a location that is substantially hidden from view from the street, substantially hidden from view from the street for pickup as described under Sections 5 and 22 of Article IV of the Declaration, Substantially hidden from view shall include behind hedges and/or fences installed with approval by the Association via the ARB application process, on the sides or rears of the home, within each Dwelling. Trash bags, trash containers, or miscellaneous items for collection may not be placed curbside until after 6:00 pm the evening prior to collection and shall be returned to their concealed location in the dwelling no later than 8:00 pm ~~6:00 pm~~ the day of collection. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property unless otherwise permitted in this Declaration. Debris related to yard work, such as leaves or sticks, may be left out for a pick-up until the next scheduled pick-up date, as long as it is; not left on the street or sidewalks; is fully in compliance with all laws, codes, regulations, and restrictions issued from a governmental entity, including but not limited to county codes; and as long as it is left in neat piles, and not scattered across the yard.

Adopted amendment to Section 22 of Article IX of the Declaration:

22. Collection. All trash, garbage and refuse shall only be placed in a location that is substantially hidden from view from the street, unless they are placed near the street at the curb for pickup not earlier than 6:00 pm the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than 8:00 pm ~~6:00 pm~~ the evening of-pickup to their normal, substantially hidden, location. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property. All containers for garbage, trash, and refuse shall be kept clean, and all of their contents sealed from view. Substantially hidden from view shall include behind hedges and/or fences installed with approval by the Association via the ARB application process, on the sides or rears of the home. Debris related to yard work, such as leaves or sticks, may be left out for a pick-up until the next scheduled pick-up date, as long as it is; not left on the street or sidewalks; is fully in compliance with all laws, codes, regulations, and restrictions issued from a governmental entity, including but not limited to county codes; and as long as it is left in neat piles, and not scattered across the yard.

EXHIBIT 1 - ADOPTED AMENDMENTS TO THE GOVERNING DOCUMENTS

PAST DUE ASSESSMENTS & FORECLOSURE AMENDMENTS

NOTE: Additions indicated by double underlining; Deletions indicated by ~~strike throughs~~

Adopted amendment to add a Paragraph to the end of Section 1 of Article VI of the Declaration with the following:

[All other paragraphs shall be left unchanged; See Declaration for Remaining Unchanged Text.]

Regardless of how title is acquired, all Owners, including new Owners who shall be jointly and severally liable with the previous owner, for all amounts that come due, and those amounts may include as necessary and authorized by the Association all types of assessments, fines, attorney's fees related to litigation or related to enforce of covenants at all levels including pre-litigation, special assessments, individual assessments related to non-compliance, late fees, interest, contracted vendor fees, administrative fees, collection costs, abatement costs, and any other charges that may be due as it relates to an Owner's Lot, regardless how title is acquired. The lien in question shall relate back to the recording of the Association's Declaration, and it shall be a continuing lien upon the property. In the case of any conflicting provision in the governing documents then Section 1 of Article VI of the Declaration will govern.

Adopted amendment to Section 7 of Article VI of the Declaration with the following:

7. Subordination. The assessment lien shall be subordinate to the lien of any first priority, purchase money mortgage of an institutional lender. ~~Any such mortgagee which obtains title to a Lot by foreclosure of a mortgage, or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the uncollected assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, and no mortgagee shall have the obligation to collect any such sums. Such unpaid amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring mortgagee, on a pro rata basis. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Lot from the lien for assessments thereafter falling due.~~

EXHIBIT 1 - ADOPTED AMENDMENTS TO THE GOVERNING DOCUMENTS

BUDGET AMENDMENT

NOTE: Additions indicated by double underlining; Deletions indicated by ~~strike throughs~~

Adopted amendment to Section 3c of Article VI of the Declaration with the following:

c. Adoption of Operating Budget. The Association shall mail to each Member at least thirty (30) days prior to the end of the Association's current fiscal year a written statement of what the owner must pay in their annual assessment and also provide a way in writing for owners to request a free written copy of the capital budget upon a request by any Member requesting it via mail to the Association at any time, operating budget and annual assessments approved by the Board to be levied for the next fiscal year. In lieu of a meeting, the Board of Directors may adopt the annual budget by unanimous written consent provided it does not exceed the maximum annual percentage increase over the prior year's budget. The annual assessments for each year (commencing January 1 of the year following the year in which the first Lot was conveyed), may be increased by the Board without a meeting by an amount not to exceed fifteen percent (15%) over and above the annual assessments for the preceding year, and such increase and associated operating budget shall not require the approval of the membership. In the event that the annual assessments exceed fifteen percent (15%) over and above the annual assessments for the preceding year, then such proposed increase shall require a vote of two-thirds (2/3) of a quorum of the Members, without regard to class, who are voting in person or by proxy, at a meeting duly called for this purpose. If the membership fails to approve the operating budget for the succeeding year which proposes an increase in excess of fifteen percent (15%), or if the Board fails to propose a budget, then the budget and annual assessments for the preceding year shall continue in effect until a new budget is determined.