

AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF VILLAGES OF DEVONSHIRE

Amendment to Article VII of the Declaration of Covenants, Conditions and Restrictions of Villages of Devonshire, recorded at **Official Records Book 10817 at Page 0320**, et seq, of the Public Records of Hillsborough County, Florida, and as may have been amended from time to time, by adding a Section 8.

ARTICLE VII USE RESTRICTIONS

Section 8. Leasing. All leases shall be subject to the Master Declaration in addition to the following restrictions:

A. Rental Residences

- i. Board Notification. When a Residence is rented or leased, the owner shall provide written notification to the Board, via the property manager, when the agreement is signed.
- ii. In order to rent or lease a Residence, an Owner shall have resided in the Devonshire Residence for a total of three (3) consecutive years prior to the date of the rental or lease agreement.
- iii. Exception:
 - a) An Owner who meets the residency requirement may transfer ownership of the Residence to a first degree relative, and that person or persons may rent or lease the Residence without having to comply with the three (3) year residence period requirement.
 - b) For the purposes of this section, a first degree relative is defined in accordance with the Law Dictionary as your parents, wife, husband, children, brothers and sisters.

B. Residence Type of Occupancy

- i. Residences may be rented, leased, licensed or occupied only as a single family Residence, and no fraction or portion of a Residence may be rented, leased, licensed or occupied under an occupancy agreement as a bed and breakfast, motel, hotel, or similar temporary stay facility.
- ii. A rental or lease agreement shall be for a minimum term of seven (7) months.
- iii. No tenancies shall be permitted except those which strictly conform to the following:
 - a. All lease agreements shall be in writing.
 - b. All lease agreements shall state, or if silent shall deem to so state, that the Residence is to be used only as a private Single Family Residence. Single Family shall be defined as a maximum number of persons, not necessarily related by blood or marriage, who shall be permitted to reside in Residence. The maximum number of residents in any Residence shall be as follows:

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- i. Maximum Residence Occupancy:
 - 2 bedroom Residence - 4 residents
 - 3 bedroom Residence - 6 residents

C. All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant, their guests, occupants, family members or invitees of the Declaration, Bylaws, or rules and regulations 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 lessee in accordance with Florida law. Should the owner fail to evict the tenant, then the Association shall proceed with the eviction in accordance with Florida law.

D. Form of Application and Lease

- i. A standard form application for lease approval, and a standard form lease that includes, but is not limited to, the sample information shown in Exhibit A, which is attached to, and made part of, this amendment should be required by the Landlord.
- ii. A tenant criminal background check on all occupants shall be submitted to the Landlord at the time the rental or lease agreement is signed.