

Prepared by and Return to:  
Fairway Palms Condominium Association, Inc.  
c/o Unique Property Services  
1207 N. Himes Ave. Suite 3  
Tampa, FL 33607

INSTRUMENT#: 2016124270, O BK 23978  
PG 345-347 03/30/2016 at 04:46:01 PM,  
DEPUTY CLERK: LMAYE Pat Frank, Clerk of  
the Circuit Court Hillsborough County

**Certificate of Amendment to the Declaration of Condominium  
of Fairway Palms Condominium Association, Inc.**

This is to certify that at a duly called meeting of the members of Fairway Palms Condominium Association, Inc. (the "Association") held on February 24, 2016, in accordance with the requirements applicable to Florida Statutes and the condominium documents, the Amendment to Section 21: Sale or Lease of the Fairway Palms Declaration of Condominium Inc., attached hereto as **Exhibit A**, were duly adopted by the membership. The Fairway Palms Condominium was originally recorded in Official Records Book, Book 6148, Page 669 of the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, FAIRWAY PALMS CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer this \_\_\_ day of March, 2016.

FAIRWAY PALMS CONDOMINIUM  
ASSOCIATION, INC.

By: *Reese Hunter* *H536-728-42-331-0*  
Fairway Palms Condominium, President

By: *Sandra Hunt* *H530-782-42-723-0*  
Fairway Palms Condominium, Secretary

*Robert Krush*

Signature of Witness #1

Robert Krush

Printed name of Witness #1

*Philip M Ferretti Jr*

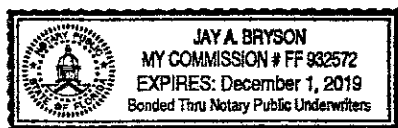
Signature of Witness #2

PHILIP M FERRETTI JR

Printed name of Witness #2

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of MARCH, 2016 by SANDRA HUNT, Secretary and Reese Hunter President of FAIRWAY PALMS CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced a driver's license # See Above as identification.



*Jay A Bryson*  
Notary Public

JAY A BRYSON  
Printed Name

Exhibit A

Adopted Certificate of Amendment to the Declaration of Condominium  
of Fairway Palms Condominium Association, Inc.

Item 1: Section 21, Sale or Lease; of the Declaration of Condominium of Fairway Palms Condominium, Inc. is hereby amended to read as follows:

No Unit or part thereof, unless the same is owned by the Association, shall be rented or used for the transient or hotel purposes, which is defines as: (i) rental for any period less than ninety (90) days; (ii) rental under which occupants are provided customary hotel services, such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (iii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Unit only. No lease may be of less than an entire unit. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulation promulgated from time to time by the Board, and shall provide that the failure by the tenant to comply with the terms of the Condominium Declaration, Articles, By-Laws and Rules and Regulations adopted by the Association shall be a default under the lease. Prior to the commencement of the term of the lease the Unit owner shall notify the Association, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

No unit may be leased or rented by a new owner who acquires title to any unit in the condominium after the effective date of this amendment during the twenty-four (24) consecutive calendar months following transfer of title to unit. The Board of Directors may approve exception to this restriction in cases where the unit owners are unable to occupy their unit based on a hardship situation which occurs after the time that they purchased their unit and during the first twenty-four (24) months of ownership.

Section 21(a): Tenant Approval:

1. For purposes of this rule the word "occupant" or "tenant" shall mean any person who occupies a unit for at minimum of 90 consecutive days.

2. Unit Owners may lease their Units, subject to the following:

a. All leases shall incorporate the Governing Documents, (Rules and Regulations) whether or not so stated, and all tenants, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such Governing Documents (Rules and Regulations).

1. No nightly rentals are permitted.

2. Units are to be rented as a single family residence. No more than five persons may occupy a two bedroom unit and no more than seven persons may occupy a three bedroom unit.

b. All leases shall provide, and if they do not so state, they shall be deemed to provide, that the Association shall have the authority, but not the obligation, to take legal action against a tenant and those persons who occupy a Unit with a tenant for their removal from the Unit for violation of the Governing Documents. The cost of all legal actions taken by the Association, including, but not limited to, attorney's fees, costs and investigatory expenses shall be paid for by the Unit Owner, including fees and costs on appeal. The Unit Owner shall indemnify and hold the Association harmless against all liabilities imposed or sought to be imposed against the Association as a result of the Association's actions or failure to act pursuant to this provision.

1. Any damages to the common area by the tenant will be the responsibility of the titled owner of the unit. Declaration of Condominium, number 5. Limited Common Elements, B.

c. No Unit Owner will commence a lease of his Unit until he has first obtained the written approval of the Association. The Association will:

1. Require a uniform application be submitted to the Board by the Unit Owner and/or Tenant ten (10) days in advance of tenant occupancy of the unit. The application shall require that all occupants of the unit disclose their full name (including middle name), any aliases, social security number (if needed for information verification or background checks), their last residential address, date of birth, current resident address and any other information that the Board may require. Make, models, color, year and license plate of all of automobiles that will be at the unit.

2. Require that the application be accompanied by a criminal background check on each occupant from a company and containing information acceptable to the Association.

(i) Alternatively, the Association may conduct a criminal background check on each occupant and charge a fee for this service to cover the association's costs), and

3. The Association shall not be required to consider the application for approval until the application form has been filed, all requested information has been provided and the criminal background check has been paid.

4. For the purposes of this Rule any transfer of possession of a Unit (except transfer of title by deed or inheritance) by the Unit Owner to any other person shall be considered a lease of the Unit, whether or not rent is to be paid by such other person.

5. The Association may deny a lease on the ground that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community, including but not limited to instances in which 1) the tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or 2) the tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but in the Board's judgment the tenant or occupant continues to pose a threat to the health, safety or general welfare of the community. An example of a felony record disqualifying a tenant or occupant would be a crime which designates the tenant or occupant a sexual predator or sexual offender.1 1 F.S. 775.21; F.S. 943.0435.

## **End of Amendments**

Exhibit "A" to Certificate of Amendment

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