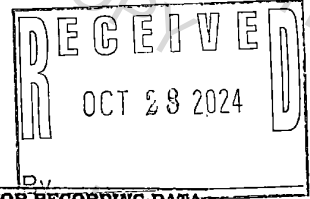


CK
~~MS~~

This Instrument Prepared by and Return to:
Anne M. Malley, Esquire
Address:
Anne M. Malley, P.A.
36739 State Road 52, Suite 105
Dade City, FL 33525



SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF PARTY WALL AGREEMENT, COMMON ROOF AGREEMENT, CROSS-
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONY OAKS
TOWNHOMES**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on Aug 19, 2024 at which a quorum was present and upon the affirmative vote of a majority of the members in accordance with the Declaration, the Declaration of party Wall Agreement, Common Roof Agreement, Cross-Easements, Covenants, Conditions and Restrictions for Colony Oaks Townhomes, recorded in O.R. 102020 at page 127, et seq., in the Public Records of Hillsborough County, Florida, be and the same is hereby amended as follows:

IN WITNESS WHEREOF, Colony Oaks Homeowners Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed, this 18th day of October, 2024.

COLONY OAKS HOMEOWNERS
ASSOCIATION, INC.

(Corporate Seal)

Attest:

Secretary

By:

President

Witness signature

Witness printed name:

Witness address: JANICE SOTIA
24701 US19 CLEARWATER, FL 33763

Witness signature

Witness printed name:

Witness address: JUDITH HAYES
24701 US19 CLEARWATER, FL 33763

Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

SWORN TO AND SUBSCRIBED before me by means of physical presence or online notarization, this 18 day of October, 2024, personally appeared before me, Joy TAPPER, President, and Tom KRISTYN, Secretary, of Colony Oaks Homeowners Association, Inc., who are personally known to me or produced as identification and who did take an oath.



NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

EXHIBIT "A"

**SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF PARTY WALL AGREEMENT, COMMON ROOF
AGREEMENT, CROSS-EASEMENTS, COVENANTS, CONDITION AND
RESTRICTIONS**

**ADDITIONS INDICATED BY DOUBLE UNDERLINE
DELETIONS INDICATED BY STRIKE THROUGH
OMISSIONS INDICATED BY ELLIPSIS....**

1. ARTICLE 7 – RESTRICTIONS UPON INDIVIDUAL USE FOR COMMON GOOD, Section “1” of the Declaration is amended to read as follows:

1 Leasing of Lots In order to preserve the character of the residential Lots as predominantly owner-occupied leasing of Lots shall be governed by the restrictions imposed by this subsection. Except as provided herein, the leasing of Lots shall be prohibited. “Leasing” for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Lot Owner. For purposes hereof, occupancy by a roommate of a Lot Owner who occupies the Lot as such Lot Owner’s primary residence shall not constitute Leasing hereunder. All leases shall be a minimum of twelve (12) months and Lots must be leased and occupied only in their entirety and no fraction or portion of a Lot may be leased or rented. No short-term (less than twelve (12) months) or daily lease or rental is permitted.

Lot Owners may not lease a Lot until after one (1) year from the date of acquiring title to any lot as evidenced by a deed or other instrument of conveyance recorded in the Public Records of Hillsborough County, Florida. The Association may assess a fifteen hundred dollar (\$1500.00) fine against owners leasing in violation of this one-year waiting period. ~~The Lot Owner leasing a Lot shall, within ten (10) days after the execution of a lease, notify the Association and any Management Firm of each lessee, and the term of the lease and provide the Association with a copy of the written lease. In addition, the Lot Owner shall insure the Association that the lessee will provide the Association and any Management Firm such information as deemed to be necessary from time to time to ensure the health, safety and welfare of the occupants of the complex. Sub-leasing or sub-renting of a Lot shall be strictly prohibited. Entire Lots only may be leased, provided the occupancy is only the lessee, their family and~~

guests; no individual rooms may be rented and no transient lessees may be accommodated. Each lessee shall comply with all provisions of this Declaration, the Articles, the Bylaws and any and all Rules and Regulations of the Association as promulgated from time to time, and the lessee shall so require such compliance.

Lot Owners desiring to lease their Lot may do so only if they have applied for and received from the Board of Directors either a "Leasing Permit" or a "Hardship Leasing Permit". Such a permit, upon its issuance, will allow a Lot Owner to lease their Lot provided that such leasing is in strict accordance with the terms of the permit and this Section. The Board of Directors shall have the authority to establish conditions as to the duration and use of such permits consistent with this Section. All Leasing Permits and Hardship Leasing Permits shall be valid only as to a specific Lot Owner and Lot and shall not be transferrable between either Lot Owners or Lots but shall be transferrable to successors in title to the same Lot.

Leasing Permits: A Lot Owner's request for a Leasing Permit for a lot shall be approved if current, outstanding Leasing Permits have not been issued for more than twenty (20) percent (8 Lot Owners) of the total number of Lot Owners in the complex. Lot Owners of record as of or prior to the effective date of this amendment are exempt from this leasing percentage provision, however, such Lot Owners leased Lots will be included in the twenty (20) percent leasing percentage total. A Leasing Permit shall be automatically revoked upon the occurrence of any of the following events: (A) the sale or transfer of the Lot to a third-party (excluding sales or transfers to (1) a Lot Owner's spouse, (2) a person cohabiting with the Lot Owner, and (3) a corporation, partnership, company, or legal entity in which the Lot Owner is a principal); (B) the failure of a Lot Owner to lease their Lot within one hundred eighty (180) days of the Leasing Permit being issued, or (C) the failure of a Lot Owner to have their Lot leased for any consecutive one hundred eighty (180) day period thereafter. If current Leasing Permits have been issued for more than twenty (20) percent of the total number of Lots no additional Leasing Permits shall be issued (except for Hardship Leasing Permits) until the number of outstanding current Leasing Permits falls below twenty (20) percent of the total number of Lots. Owners who have been denied a Leasing Permit shall be automatically placed on a waiting list for a Leasing Permit and shall be issued the same on a first in, first out basis if they so desire when the number of current outstanding Leasing Permits falls to twenty (20) percent or less of the total number of Lots. The issuance of a Hardship Leasing Permit to a Lot Owner shall not cause the Lot Owner to be removed from the waiting list for a Leasing Permit.

Hardship Leasing Permits: If the failure to lease will result in a hardship, the Lot Owner of a Lot may seek to lease their Lot on a hardship basis by applying to the Board of Directors for a Hardship Leasing Permit. The Board of Directors shall have the authority to issue or deny requests for Hardship Leasing Permits in its discretion after considering the following factors: (A) the nature, degree and likely duration of the hardship, (B) the harm, if any, which will result to the

Lot Owner and Association, (C) the Lot Owner's ability to cure the hardship, and (E) whether previous Hardship Leasing Permits have been issued to the Lot Owner. A "hardship" as described herein shall include, but not limited to the following situations, (1) a Lot Owner must relocate their residence outside of the Tampa metropolitan area and cannot within six (6) months from the date that the Lot was placed on the market, sell the Lot except at a price below the current appraised market value, after having made reasonable efforts to do so; (2) where the Lot Owner dies and the Lot is being administered by their estate or (3) the Lot Owner takes a leave of absence or temporarily relocates and intends to return to reside in the Lot. Hardship Leasing Permits shall be valid for a term not to exceed one (1) year. Lot Owners may apply for additional Hardship Leasing Permits. A Hardship Leasing Permit shall be automatically revoked upon the occurrence of any of the following events. (A) the sale and transfer of the Lot to a third-party (excluding sales or transfers to (1) a Lot Owner's spouse, (2) a person cohabiting with the Lot Owner, and (3) a corporation, partnership, company, or legal entity in which the lot Owner is a principal); (b) the failure of a Lot Owner to lease their Lot within one hundred eighty (180) days of the Leasing Permit being issued, or (C) the failure of a Lot Owner to have their Lot leased for any consecutive one hundred eighty (180) day period thereafter. In addition, a Hardship Leasing Permits shall automatically be revoked if during the term of the permit, the Lot Owner is approved for and receives a Leasing Permit.

Authorized Leasing: Leasing of a Lot is authorized, pursuant to permit hereunder, shall be governed by the following provisions:

No Lot Owner may lease or rent a Lot if delinquent in the payment of any Assessments. Lot Owner must provide the Association with a true and complete copy of the written lease. In addition, the Lot Owner shall insure the Association that the lessee will provide the Association and any Management Firm such information as deemed to be necessary from time-to-time to ensure the health, safety and welfare of the occupants of the complex. Sub-leasing or sub-renting of a Lot shall be strictly prohibited. The Association shall have the right to require upon notice to all Lot Owners that a substantially uniform form of lease be used by all Lot Owners intending to lease after said notice and to provide such form as a Common Expense. Entire Lots only may be leased, provided the occupancy is only the lessee, their family and guests; no individual rooms may be rented and no transient lessees may be accommodated. Each lessee shall comply with all provisions of this Declaration, the Articles, the Bylaws and any and all Rules and Regulations of the Association as promulgated from time-to-time, and the lessee shall so require such compliance.

Background Records: The Association will require the Lot Owner to obtain a background, criminal and credit records search of each lessee. The procedure and the approval and acceptance guidelines and requirements for the Background Records Search are outlined and included in the Associations Rules and Regulations as adopted and at the discretion of the Board of Directors.