

This instrument prepared by and)
should be returned to:)

Elizabeth A. Lanham-Patrie, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)

Cross Reference O.R. Book 5923,)
Page 662, O.R. Book 5953, Page 4395,)
O.R. Book 6088, Page 2482,)
O.R. Book 6254, Page 6, O.R. Book)
6357, Page 3553, and O.R. Book 6462,)
Page 2819 all of the Public Records)
of Orange County, Florida.)



CERTIFICATE OF
AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF SUMMERGATE, A CONDOMINIUM

THIS IS TO CERTIFY that the following language amending Article 19, Section 19.6 constitutes an Amendment to Declaration of Condominium of Summergate, a Condominium, which was originally recorded in Official Records Book 5923, Page 662 of the Public Records of Orange County, Florida and amended at Official Records Book 5953, Page 4395, Official Records Book 6088, Page 2482, Official Records Book 6254, Page 6, Official Records Book 6357, Page 3553, and Official Records Book 6462, Page 2819 all of the Public Records of Orange County, Florida. This Amendment to the Declaration was duly and properly adopted pursuant to Section 22.2 of the Declaration by the approval of not less than three-fourths of the Board of Directors and not less than sixty percent (60%) of the vote of the entire membership.

Article 19, Section 19.6 is amended as follows :

19.6 Leases. No Unit Owner may lease or rent his or her Unit without the prior written approval of the Association. The lease or rental of Units by Unit Owners shall be subject to the following provisions:

A. Restrictions On Leases. Leases shall be in writing and shall be subject to the provisions of the Condominium Documents and the Rules and Regulations adopted by the Board of Directors. The occupancy shall only be by the lessee, lessee's family, servants or guests. No rooms or parking spaces may be rented, except as an appurtenance to a Unit or to another Unit Owner. **No Unit Owner shall enter into a lease, rental agreement or other similar conveyance of use of a Unit during the first twelve (12) months of ownership of that Unit.**

B. Approval Procedures. Should a Unit Owner wish to lease his/her Unit, he/she shall deliver to the Board of Directors of the Association a Notice that the Unit Owner(s) intend to lease the Unit, along with the following:

- (1) name, address and social security number of the proposed lessee(s);**
- (2) a correct and complete copy of the proposed lease;**
- (3) a list of the types of vehicles owned by the proposed lessee(s) and the vehicle identification numbers;**
- (4) information regarding the intended use of the Unit by the proposed lessee(s);**
- (5) such other information as is requested by the Association; provided that the Association makes such request within fifteen (15) days from receipt of the Notice from the Unit Owners; and**
- (6) a check payable to the Association in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) (or such greater amounts as may be authorized by the Condominium Act, from time to time) to defray the cost of reviewing the above-listed information of the proposed lessee(s).**

C. Time Period To Approve Leases. The Association must, within twenty (20) days after its receipt of the information required above, either approve or disapprove the proposed lease. In exercising its power of disapproval, the Association must act in a manner that is neither arbitrary nor unlawfully discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Association and the purposes set forth in this Section.

D. Cap On The Number of Units Leased. No more than twenty-five (25%) percent of the Units may be leased or rented at any given time. The Association shall not approve any lease unless fewer than twenty-five (25%) percent of the Units are currently being leased or rented. Any proposed new lease submitted to the Association before the effective date of this amendment shall be exempt from the twenty-five (25%) percent cap contained herein. For purposes hereof, the term "effective date" means the date of recording the amendment in the Public Records of Orange County, Florida. Existing leases shall be included in calculating the twenty-five (25%) percent cap for any proposed new lease submitted after the effective date; however, existing leases shall not be impaired or affected by the twenty-five (25%) percent cap contained herein. For purposes hereof, the term "existing leases" shall mean those leases in effect on or before the effective date hereof and any renewals or extensions thereof, provided such renewals or extensions are with the same lessee(s).

The Association will review all proposed leases in the order that they are

NOTE: ADDITIONS TO TEXT ARE INDICATED BY **BOLD UNDERLINE**; DELETIONS BY ~~STRIKEOUT~~

received. If Unit Owners of more than twenty-five (25%) percent of the Units wish to rent their Units, those who are not approved due to the twenty-five (25%) percent cap will be placed on a waiting list. The Board of Directors shall have the right to promulgate Rules and Regulations regarding the waiting list procedure. A lease is completed, for purposes of this Section, upon the expiration of the term in the lease agreement unless the lease is renewed or extended to the same lessee(s). If the lease is not renewed or extended to the same lessee(s), that Unit Owner's lease is completed and he/she will not again be entitled to again lease his/her Unit unless he/she complies with the provisions of this Section, including the twenty-five (25%) percent cap.

E. Lessee(s) Subject To Covenants And Restrictions. Each Unit Owner who leases a Unit hereby covenants to enforce the terms of such lease and the terms of the Declaration with respect to the use and occupancy by the tenant **lessee(s)** of the Unit. In the event of failure by the Unit Owner to comply with the foregoing provision, the Board of Directors and the Association each (as third party beneficiaries) are hereby granted a power of attorney by such Unit Owner to enforce against the tenant **lessee(s)** the provisions of such lease and the Declaration, **including, but not limited to, the power to damages and/or to evict the lessee(s).** **Should a lawsuit be filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including pre-suit attorneys' fees and costs and attorneys' fees and costs through an appeal of any lower court decision.**

Executed at Orlando (city), Orange County, Florida, on this the 24 day of February, 2009.

Signed, sealed and delivered in the presence of:

Roni Mellin

Printed Name: Roni Mellin

Corenia S. Franklin

Printed Name: CORENIA S. FRANKLIN Orlando, FL 32811

SUMMERSGATE CONDOMINIUM ASSOCIATION, INC.

By: Benjamin H. Franklin

Printed Name: BENJAMIN H. FRANKLIN

Title: President

Address: 4881 CYPRESS WOODS DR #3214

(CORPORATE SEAL)

Roni Mellin

Printed Name: Roni Mellin

Corenia S. Franklin

Printed Name: CORENIA S. FRANKLIN

ATTEST:

By: Carol Trester

Printed Name: Carol Trester

Title: Secretary

Address: 7833 Cypress Woods Dr #4202

Orlando, FL 32811

STATE OF FLORIDA

COUNTY OF Orange

The foregoing instrument was acknowledged before me this 24th day of Feb., 2009, by Benjamin Franklin and Carol Trester, as President and Secretary, respectively, of SUMMERGATE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

(NOTARY SEAL)



DORA B. MEUSER
MY COMMISSION # DD 368056
EXPIRES: February 28, 2009
Bonded Thru Budget Notary Services

Dora B. Meuser
NOTARY PUBLIC - STATE OF FLORIDA

Print Name: DORA B. MEUSER

Commission No.: DD 368056

Commission Expires: 2/28/09