

Prepared by and return to:

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BRIDGEHAVEN AT CITRUS PARK**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bridgehaven at Citrus Park was recorded in Official Records Book 24718, Page 1368, of the Public Records of Hillsborough County, Florida (the "**Declaration**");

WHEREAS, Article XVI, Section 16.2 of the Declaration provides that the Declaration may be amended by an affirmative vote of not less than two-thirds (2/3rds) of a majority of the total voting interest in the Association, in person or by proxy, at a duly called meeting of the members; and

WHEREAS, Kenneth Moen, as President, and Helen Thompson, as Treasurer, of Bridgehaven at Citrus Park Homeowners Association, Inc., do hereby certify that in accordance with Article XVI, Section 16.2 of the Declaration, at a duly noticed meeting of the Members, the following amendments to the Declaration were approved by an affirmative vote of not less than two-thirds (2/3rds) of a majority of the total voting interest in the Association present, in person or by proxy at a duly called meeting of the members.

NOW THEREFORE, Article III, Sections 3.11 and 3.19 of the Declaration of Covenants, Conditions and Restrictions for Citrus Park is hereby amended to read as follows:

I. Article III, Section 3.11 of the Declaration of Covenants, Conditions and Restrictions for Bridgehaven at Citrus Park is amended to read as follows:

3.11 Leases. All leases or other occupancy agreements must be in writing and shall be subject to the prior written approval of the Association. At least fifteen (15) days prior to leasing ~~entering into a lease or other occupancy agreement of a Home~~, a Lot Owner shall notify the Association in writing that the Lot Owner intends to lease a Home and shall provide the Association with a copy of the lease or occupancy agreement prior to execution, along with an application fee in an amount to be determined by the Board but not to exceed \$200.00, and such other information as the Association may reasonably require. The Association may require an interview ~~and~~ All lease applications must also include a thorough background and credit check of the tenants and any occupants that are (18)

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eighteen years of age or older by an investigation company chosen by or otherwise acceptable to the Association and at the sole expense of the Lot Owner and tenant, paid in advance. If the background check reveals that the proposed occupant has been adjudicated guilty of a felony in the United States in the last 25 years, the Association may deny the lease or require the removal of anyone who moved into the Property in violation of this section. Additionally, the Association, through its Board, may establish and amend rules and regulations concerning the criteria for approval and denial of proposed leases, including that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community. Upon execution of such a lease, the Lot Owner shall provide the Association with an executed copy of the lease. In the event that a Lot Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event a Lot Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Lot Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Lot Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All lease or occupancy agreements shall state, or if they do not, shall be deemed to state, that all tenants, occupants and any guests agree to abide by and adhere to the terms and conditions of this Declaration and all rules, regulations and policies of the Association; and that in the event of any violation of this Declaration or the rules and regulations, the Association shall have standing to evict the occupants under Chapter 83, Florida Statutes. In addition to any notice to a tenant of a Lot permitted to be given by law, a Lot Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Lot Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Lot Owner hereby agrees and acknowledges that the disclosure of any of Lot Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act. ("FDCPA") 15 U.S.C. Section 1692 et. seq. or Florida Fair Debt Collection Practice Act, Fla. Stat. §§559.55-559.785. The Association shall have

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the right to require upon notice to all Lot Owners that a substantially uniform form of lease or sub-lease be used by all Lot Owners (including Declarant) intending to rent or lease after said notice and provide such form as a c Common Expense. No lease shall be for a period of less than seven (7) consecutive months in duration and no more than two (2) leases shall be permitted in any twelve (12) month period. Declarant shall be exempt from the provisions of this Section, and this Section shall not be amended without the express prior written consent of the Declarant for so long as Declarant owns any portion of the Property. No Home shall be leased for a period of one (1) year from the date the Owner takes title to the Lot, except in the event title is acquired through inheritance, or by the Association or First Mortgagee by foreclosure or deed in lieu of foreclosure.

Not more than 10% of the Homes shall be leased at any time. The Board of Directors may establish rules and regulations providing for a wait list, if necessary, to ensure that no more than 10% of the Homes are leased at any time. Any lease existing as of the date of the recording of this amendment shall be grandfathered provided the Owner registers the lease with the Association within thirty (30) days following the adoption of this amendment and following notice of the need for registration of a lease.

For the purposes of this section "lease" or "leasing" shall be defined as occupancy of a Home by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere, or occupancy of the Home by a person who is residing in the Home in exchange for consideration.

II. Article III, Section 3.19 is added to the Declaration of Covenants, Conditions and Restrictions for Bridgehaven at Citrus Park as follows:

Effective on the date of recording of this Certificate of Amendment to this Declaration, no Home shall at any time be temporarily or permanently occupied by a "sexual offender" or "sexual predator" (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered by the State of Florida from time to time). Any sexual offender or sexual predator properly residing on any portion of the Property at the time of the adoption of this amendment shall be allowed to continue to reside in the home despite the foregoing limitation, provided the individual is registered with the Association within thirty (30) days following the adoption of this amendment and following notice to all owners of the need for registration of any occupants who are subject to this provision. Any such occupants may retain their exempt status only for so long as they continuously reside in the Home on a permanent basis.

CODING: New Language is marked with a double underline. Deleted language is marked with a ~~strike through~~.

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Bridgehaven at Citrus Park
Homeowners Association, Inc.

Signed, sealed and delivered in
the presence of:

BRIDGEHAVEN AT CITRUS PARK
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Witness Number 1
Print Name: JARROD Cruz

[Signature]
By: Kenneth Moen
Kenneth Moen, President

[Signature]
Witness Number 2
Print Name: Karl Bogolub

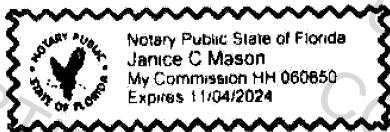
[Signature]
Witness Number 1
Print Name: JARROD Cruz

ATTEST:
[Signature]
By: Helen Thompson
Helen Thompson, Treasurer

[Signature]
Witness Number 2
Print Name: Karl Bogolub

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Certificate of Amendment was acknowledged before me in person or by remote notarization, this 24 day of June, 2021, Kenneth Moen, as President and Helen Thompson, as Treasurer of Bridgehaven at Citrus Park Homeowners Association, Inc., who are personally know to me or who have produced _____ as identification, who executed the foregoing Certificate of Amendment and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.



[Signature]
Notary Public, State of Florida at Large
Print Name: Janice C. Mason
My Commission Expires: 11-4-2024