

THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PARK CHARLESTON

(Underlined material is new; no existing text is deleted.)

This THIRD AMENDMENT (the 'Amendment') is made this ___ day of _____, 20__, by PARK CHARLESTON HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the 'Association').

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Park Charleston (the 'Declaration') was recorded October 13, 2005, in Official Records Book 3390, Page 707, Public Records of Leon County, Florida, and has been previously amended; and

WHEREAS, Article XXII, Section 6(b) of the Declaration authorizes amendment by the consent of at least two-thirds (2/3) of all Lot Owners, effective upon recording; and

WHEREAS, the Board of Directors has duly called a meeting of the Members and obtained the required approval for the amendments set forth below;

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Addition of Section 12 to Article III – Assessments

Section 12. Late Fees and Interest.

Any assessment, fine, or other monetary obligation to the Association that is not received within fifteen (15) days after its due date shall incur a late fee of \$25.00.

All sums due and unpaid after their due date shall bear interest at the rate of eighteen percent (18%) per annum (1.5% per month), simple interest, until paid in full. This rate is in accordance with Section 720.3085(3), Florida Statutes, and supersedes any prior interest rate provisions in the Declaration.

The late fee and accrued interest shall be the personal obligation of the Owner and shall be collectible in the same manner as assessments under this Declaration and Section 720.3085(3), Florida Statutes.

The Board of Directors may adopt reasonable administrative procedures to implement this Section but may not increase the late-fee or interest rate without further amendment to this Declaration.

2. Addition of Article XXIII – Rental Restrictions

ARTICLE XXIII – RENTAL RESTRICTIONS

Section 1. Minimum Lease Term. No Lot or Home may be leased or rented for a period of less than six (6) months. Any agreement for a shorter term is a violation of the restrictions in this Declaration.

Section 2. Frequency of Leasing. No Lot or Home shall be leased more than three (3) times in any twelve-month period. Renewals or extensions with the same tenant shall not count as new leases.

Section 3. Background Screening. Each proposed tenant eighteen (18) years of age or older must complete a criminal-background check from a nationally recognized consumer-reporting agency. The Owner shall certify to the Association, before occupancy, that no tenant has been convicted of a felony involving violence, theft, fraud, or any offense listed in Chapter 775, Florida Statutes, or comparable federal law.

Section 4. Lease Documentation and Contact Information. (a) Within five (5) days after execution of each lease, the Owner shall provide to the Association: (i) a copy of the first page of the lease showing tenant name(s), property address, and lease start / end dates; and (ii) current contact information (telephone and e-mail) for both the Owner and the tenant. (b) Failure to provide the above information shall constitute a violation subject to enforcement under Article XXII.

Section 5. Owner Responsibility. Owners are responsible for compliance by tenants and guests with this Declaration, the Bylaws, and all Rules and Regulations. A tenant's violation shall be deemed a violation by the Owner.

Section 6. Authority and Applicability. This Article is adopted pursuant to Section 720.306(1)(h)2, Florida Statutes, and applies to all Lots, including those owned prior to adoption.

Section 7. Conflict. In the event of conflict between this Article and any Board-adopted rule or regulation, this Article shall control.

3. Effect of Amendment

All provisions of the Declaration not specifically amended herein shall remain in full force and effect. This Amendment shall run with the land and be binding upon all Owners and their successors and assigns.

4. Effective Date

This Third Amendment becomes effective upon recording in the Public Records of Leon County, Florida.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

PARK CHARLESTON HOMEOWNERS ASSOCIATION, INC.

By: _____ President

Attest: _____ Secretary

CERTIFICATE OF SECRETARY

The undersigned Secretary of Park Charleston Homeowners Association, Inc., hereby certifies that this Third Amendment was approved by the Owners of at least two-thirds (2/3) of all Lots at a duly noticed meeting (or by written consent) held on _____, 20__, in accordance with Article XXII, Section 6(b) of the Declaration and Section 720.306, Florida Statutes.

Secretary (Printed Name & Signature)

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this __ day of _____, 20__, by _____, as Secretary of Park Charleston Homeowners Association, Inc., who is personally known to me or who has produced _____ as identification.

Notary Public, State of Florida
(Print Name)
My Commission Expires: _____