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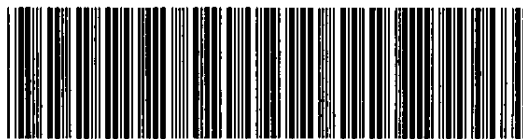
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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Amend

88

COVER LETTER

TO: Amendment Section

Division of Corporations

NAME OF CORPORATION: **SOMERSET PARK CONDOMINIUM ASSOCIATION, INC.**

DOCUMENT NUMBER: **NO5000012750**

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Carole Cosenza, President

Somerset Park Condominium Association

2802 Somerset Park Condominium Association

Tampa, Florida 33613

For further information concerning this matter, please call:

Carole Cosenza at (813) 921-5240

Enclosed is the \$35.00 filing fee

Articles of Amendment

To

The Declaration of Condominium
of Somerset Park, A Condominium

of

SOMERSET PARK CONDOMINIUM ASSOCIATION, INC.

(Name of corporation as currently filed with the Florida Dept. of State)

NO5000012750

(Document number of Corporation)

Amendments Adopted:

The following are amendments deleted in Article 16.1:

16.1 Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing to the Association after such meeting. However, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum. Except as elsewhere provided, approvals must be by the affirmative vote of Unit Owners owning in excess of a majority of the Units. For further information regarding proxy voting, please refer to the Association's By-laws.

The following are amendments added to Article 16:

16.1 Except as elsewhere provided, this Declaration may be amended, changed or added to at any time and from time to time upon either (1) the approval of not less than a majority of the voting interests of the Association appearing in person or by proxy at any special or annual members meeting at which a quorum has been obtained, or (2) by a written instrument signed by not less than a majority of the voting interests of the Association approving the proposed amendment.

The following is an amendment to Article 17.3:

17.3 dogs thirty(30) pounds or less

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TALLAHASSEE, FLORIDA

The following are amendments are deleted in Article 18.2:

18.2 Leases. Leasing of Units is permitted without the consent of the Board of Directors; however each Unit Owner who leases his Unit must provide the Association with a notice of the lease as well as pertinent identification and contact information for the lessee. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. Nothing herein shall interfere with the access rights of the Unit Owner landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Owners.

The following are amendments are added to Article 18.2:

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

A. All leases shall be in writing, on lease forms approved by the Association, and shall be subject to the provisions of the Declaration, the Articles of Incorporation, the By-Laws of the Association, all rules and regulations adopted by the Board of Directors and any other applicable provision of any agreement, document or instrument governing the Condominium or administered by the Association. In addition, all leases of the Units shall be subject to the following conditions:

- (1) Units may be leased or rented in their entirety only. No portion of or individual room of a Residential Unit may be leased or rented under any circumstances.
- (2) All tenants of a Unit, over the age of 18, must sign the lease, unless waived in writing by the Board of Directors.
- (3) The term of all leases and rental agreements shall be for at least six (6) months, but no more than two (2) years. No Unit Owner shall lease or rent his or her Unit more than two (2) times per calendar year.

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 the following:

- (1) an Intent to Lease form completed by the proposed lessee(s) which shall include the name, address and social security number for each proposed lessee, tenant and occupant of the Unit;

- (2) a release signed by each proposed lessee, tenant and occupant over 18 years of age which permits the Association to conduct a criminal and/or credit background check on the proposed lessee, tenant and occupant;
- (3) a correct, complete and executed copy of the proposed lease agreement;
- (4) a list of all vehicles owned, or which will be parked upon the condominium property, by the proposed lessee(s), tenant(s) and occupant(s), including the make, model, year, color, and tag number for all vehicles;
- (5) such other information as is requested by the Association, provided that the Association makes such a request within fifteen (15) days from receipt of the Intent to Lease form from the Unit Owner; and
- (6) a check payable to the Association in the amount of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) for each proposed lessee, tenant and occupant of the Unit (or such greater amounts as may be authorized by Chapter 718, Florida Statutes, as amended from time to time) to defray the cost of processing the application. Only one application fee shall be due for tenants that are husband/wife or parent/dependent child, which are considered one applicant. No application fee shall be due where the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee.

C. Time Period To Approve Leases. The Association must, within thirty (30) days after its receipt of all 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. If the Association fails to approve or disapprove of a proposed lease with thirty (30) days, then the proposed lease shall be deemed approved.

D. Sex Offenders and Sexual Predators. Subsequent to the effective date of this amendment, no Unit Owner shall lease his or her Unit where any lessee(s), tenant(s) and/or occupant(s) of the Unit are designated as a sexual offender or sexual predator. Any lease to an individual designated as a sexual offender or sexual predator is invalid. For purposes of this rule, the terms "sexual offenders or sexual predators" shall have the same meanings as those found in the Florida Statutes, as the same are from time to time amended, supplemented or renumbered. For purposes hereof, the term "effective date" means the date of recording this amendment in the Public Records of Hillsborough County, Florida. Existing leases shall not be impaired or affected by this provision, however, no existing lease shall be renewed without complying with this section. For purposes hereof, the term "existing leases" shall mean those leases in effect on or before the effective date hereof.

E. Lease terms: All leases must provide, and if they do not, shall be deemed to provide the following:

- (1) the lessee(s), the tenant(s), and occupants of the Unit agree to comply with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits thereto), and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and any modification, renewals or extensions of the same). Any violation of the governing documents is a material breach of the lease and is grounds for damages, termination and eviction;

(2) the Unit Owner is jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of the tenants, occupants or their guests (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant, the occupants or guests.

(3) All leases are subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

(4) the lessee(s) shall not sublease to another party.

(5) the lessee(s) and the Unit Owner agree that the Association may proceed directly against such lessee(s) and tenant(s);

(6) In any proceeding to enforce the provisions of this section, the Declaration or the Rules and Regulations, the prevailing party shall be entitled to recover all fees and costs expended to enforce compliance, including reasonable attorney's fees, regardless of when such expenses are incurred, including all fees and costs incurred before trial, at trial or on appeal. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner of the Unit shall pay them and such funds shall bear interest at the highest rate permitted by law. The obligation of the lessee(s) and Unit Owner to pay or reimburse the Association such funds will, if not immediately paid, give rise to a cause of action against the lessee(s) and/or Owner pursuant to this Declaration; and

(7) Each Unit Owner agrees to irrevocably appoint the Association as the Unit Owner's agent authorized to bring actions in Unit Owner's name and at Unit Owner's expense including injunction, damages, termination and eviction.

(8) Each unit owner agrees to have his lessee pay the Association their monthly rent when and if the unit owner is 60 days in arrears in their maintenance fee and/or \$100 behind on their water account and further the unit Owner agrees that the above payments to the Association will continue until the unit Owner's account is current and in good standing with the Association. If no tenant is present in a unit that is delinquent the unit Owner agrees to allow the Association to rent his unit until such time as the Owner's account is current and in good standing with the Association.

F. Delegation of Use: Any Unit Owner who leases or rents his or her Unit shall be deemed to have delegated his or her right to use the Common Elements to the Tenants of the Unit for the term of the lease agreement. The Owner of the Unit shall not be permitted to use any of the Common Elements during the term of the lease.


G. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes.

H. Effective Date: The provisions of this Article shall apply to all proposed leases occurring after the effective date of this amendment. For purposes hereof, the term "effective date" means the date of recording this amendment in the Public Records of the Florida Department of State's Division of Corporations in the State of Florida. Existing leases shall be exempt from compliance with this Article through the original termination date of the lease. For purposes hereof, the term "existing leases" shall mean those leases in effect on or before the effective date

hereof. Any renewal or extension of an existing lease, occurring after the effective date of this amendment, shall comply with the terms of this Article.

The date of the adoption of these amendments was 7/31/2008.

The amendments were adopted by the members and the number of votes cast for the amendment was sufficient for approval.

Signature: 

Carole Cosenza

President of The Somerset Park Condominium Association