

**AMENDMENTS TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS AND THE BYLAWS FOR TEKA VILLAGE
HOMEOWNERS ASSOCIATION, INC.**

(additions indicated by underlining, deletions by "—",
and unaffected language by "...")

ARTICLE XI - RENTALS, LEASES AND SALES

Section 1 General. ~~"Leasing" for purposes of this Declaration, is defined as regular, exclusive of a Dwelling Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including but not limited to, a fee, service, gratuity, or emolument. Notwithstanding the foregoing, Owners or tenants residing in Units may share homes with roommates (who may or may not pay rent) without violating the foregoing provisions so long as not merely an attempt to circumvent the restrictions of the preceding sentence.~~ Leasing," for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Dwelling Unit by any person other than the Owner in exchange for the payment of rent or other consideration; provided, however, Leasing shall not include the occupancy of the Dwelling Unit by a member of the immediate family of an Owner. However, prior to the commencement of occupancy by such an immediate family member, the Owner shall submit to the Association a notice of family occupancy, which shall contain the name, address and relationship of the family member and of all other intended permanent occupants of the Dwelling Unit and such other information as may be required by notice form promulgated by the Board of Directors. The application shall be fully completed and signed by the Lot Owner and by the family member. "Immediate Family," for the purposes of this Declaration, is defined as the spouse, children, grandchildren, parents, grandparents, and siblings of the Lot Owner, including step-family members, and their immediate family members.

~~(a) Dwelling Units within the Subdivision shall be rented or leased only with the prior written approval of the Board.~~

~~(b) No more than one (1) Dwelling Unit of the same title owner may be rented or leased.~~

~~(c) Except as otherwise provided in any applicable Supplemental Declaration or other applicable covenants, Dwelling Units may be leased in their entirety; however, no single rooms or other fraction or portion of a Dwelling Unit may be leased.~~

~~(d) No Dwelling Unit or portion thereof shall be used for operation of a boarding house, "Bed and Breakfast" establishment, or similar accommodation for transient tenants, or for a half way house, dormitory, flat house or other such use.~~

~~(e) Notwithstanding subsections 10.1(c), (d) herein, Owners or tenants residing in~~

~~Dwelling Units may share homes with roommates (who may or may not pay rent) without violating the foregoing provisions so long as such use is not merely an attempt to circumvent such restrictions.~~

~~(f) The Board shall have the right to terminate a lease upon default by the tenant in observing any of the provisions of the Governing Documents and shall be entitled to evict such tenant(s) pursuant to Chapter 83, Florida Statutes.~~

Section 2 Rentals or Leases. ~~There shall be no leasing of any Dwelling Unit. The lease of any Dwelling Unit is prohibited and any lease of a Dwelling Unit shall be void and the Association shall have all rights and remedies available at law and equity, including injunctive relief, to enforce this provision. Any Dwelling Unit that is leased at the time of adoption of this provision shall be grandfathered and the Owner shall be allowed to continue to lease the Dwelling Unit to the tenant leasing the Dwelling Unit at the time of adoption. Upon the departure of the current tenant, the Owner shall be prohibited from leasing their Dwelling Unit. In order to qualify for the grandfathering of any lease of a Dwelling Unit, the Owner shall submit the lease agreement and all other information required by the Board within two weeks following the adoption of this provision. Failure to timely submit the lease agreement and all other information required by the Board shall prohibit the lease agreement for the Dwelling Unit from being grandfathered from the prohibition on leasing. Specific procedures for rental leases shall be as set forth herein Restated Declaration.~~

~~_____ (a) No rentals or leases shall be for a period of less than six months, and all rentals or leases shall be in writing.~~

~~_____ (b) In no event shall the aggregate number of Dwelling Units made available for rental exceed five percent (5%) of the total number of Dwelling Units on Lots.~~

~~_____ (c) It is the Owner's responsibility to ensure that all requirements of the Governing Documents are complied with by such Owner, and/or such Owner's lessee/tenant and the guests or invitees thereof.~~

~~_____ (d) Prior to the lease or rental of any Dwelling Unit, the Owner thereof ("Lessor") shall give the Board fifteen (15) days prior written notice together with the name and address of the intended renter or lessee ("Lessee"); an executed copy of the proposed rental or lease; and any other information concerning the proposed rental or lease as the Board may reasonably require ("Lease Notice").~~

~~Within fifteen (15) days of the Board's receipt of the Lease Notice, the Board shall have the opportunity to conduct background searches, at the Owner's sole cost and expense, and other such research into the qualifications of the Lessee (Within the limits prescribed by Florida law and Federal law), in its sole discretion, and either approve or disapprove the proposed Lease, in writing, and shall notify the Lessor of its decision. In the event the~~

~~Association shall fail to approve or disapprove a proposed Lease Within fifteen (15) days, the failure to act as aforesaid shall be considered approval of the Lease.~~

~~_____ (e) If the Board approves a Lease, such approval of the Lease shall not release the Lessor Owner from any obligation under the Governing Documents, and either the Lessee or the Lessor Owner shall have the right to use the recreational facilities to the exclusion of the party not using the same.~~

~~_____ (f) There shall be a screening fee, equal to the highest amount permitted by "Chapter 720, Florida Statutes, as amended from time to time, deposited and delivered to the Association simultaneous with the Lease Notice, for the purposes of defraying the Association's expenses.~~

~~_____ (g) Any Lease consummated without authorization pursuant to the terms of this Article XI herein shall be void unless subsequently approved in writing by the Association and the Association shall be entitled to evict all tenant(s) residing on the Lot under the procedure set forth in Chapter 83, Florida Statutes.~~

TEKA VILLAGE BYLAWS

ARTICLE XI - RENTALS, LEASES AND SALES

SECTION 1. RENTALS/LEASES.

- ~~a. The lease/rental agreement is a contract between owner and tenant. Tenancy must be provided in Art IX, sections 1-3 of the Covenants & Restrictions.~~
- ~~b. A copy of the governing documents shall be part of the agreement~~
- ~~c. The owner shall be responsible for all assessments.~~
- ~~d. Management of the property shall be the responsibility of the owner.~~
- ~~e. Management of leased property by an agent is permitted, but responsibility for compliance with the governing documents of the Association remains the fiduciary responsibility and obligation of the owner. The Board shall be immediately provided with a copy of any Owner/Management agreement.~~
- ~~f. The Association shall not be responsible nor obligated to act for either the owner or tenant, nor resolve any disputes between them, concerning the unit property but shall retain all powers and authority to act when such property, or the actions of the~~

~~owner or tenant of such property, shall become detriment to the security and welfare of the community and its residents.~~

SECTION 12. SALES

a. The Board is responsible for the following:

(1) To ensure seller receives a disclosure summary by certified mail or hand delivery outlining the purchasers' obligations.

(2) To ensure the realtor/seller receives a copy of the Covenants & Restrictions by certified mail or hand delivery.

~~SECTION 3. NON RESIDENT OCCUPANCIES INCLUDING VISITATIONS.~~

~~A non resident and/or visitor occupancy of homes in the community is defined as persons who are guests of the homeowner and intend to occupy the home in the absence, but with the permission of the homeowner. The owner of the property shall provide immediate notice to the Board, in writing, with the names of the intended occupants and the expected period of occupancy and confirmation that the occupants have been provided with the governing rules of the Association.~~

THIS INSTRUMENT WAS PREPARED BY:
KAYE BENDER REMBAUM, P.L.
SHAWN G. BROWN, ESQ.
1211 WESTSHORE BOULEVARD, SUITE 409
TAMPA, FLORIDA 33607

**CERTIFICATE OF AMENDMENT
TO
THE DECLARATION OF COVENANTS AND RESTRICTIONS AND THE BYLAWS
OF TEKA VILLAGE HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Restriction and the Bylaws for Teka Village Homeowners Association, as described in Official Records Book 4386 at Page 1398 of the Public Records of Osceola County, Florida was duly adopted in accordance with the governing documents.

IN WITNESS WHEREOF, we have affixed our hands this 24 day of June, 2021 at _____, Osceola County, Florida.

WITNESS

Donna Loveall
(Sign)
Donna Loveall
(Print)

By: Claudia Eckert
Vice President

Print: Claudia Eckert

WITNESS

Shirley Barrett
(Sign)
Shirley Barrett
(Print)

Attest: Norma Mingola
Secretary

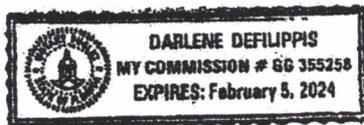
Print: Norma Mingola

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 24 day of June, 2021 by Claudia Eckert as Vice President and Norma Mingola as Secretary of Teka Village Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification and did take an oath.

My Commission Expires:

BY: Darlene DeFilippis
NOTARY PUBLIC,
STATE OF FLORIDA AT LARGE



Printed Name of Notary Public

Darlene DeFilippis