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**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF  
PINE RUSH VILLAS CONDOMINIUM,  
A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that the Declaration of Condominium of PINE RUSH VILLAS CONDOMINIUM, a Condominium, originally recorded in O.R. Book 5605, pages 344 through 473, of the Public Records of Pinellas County, Florida, was amended by the Board of Directors, the members, and eligible holders of mortgages on units of PINE RUSH VILLAS CONDOMINIUM ASSOCIATION, INC. by approval of more than two-thirds (2/3rds) of the entire membership of the Board of Directors at the Special Meeting of the Board on May 21, 2016, by approval of more than two-thirds (2/3rds) of the eligible votes of the entire membership of the Association at the Special Meeting of the members on August 4, 2016, and by approval of eligible holders of mortgages on units which have more than fifty-one percent (51%) of the votes of units subject to eligible holder mortgages, as required for amendment of said Declaration, as set forth herein:

**I. Article 18 of the Declaration of Condominium is amended to read as follows:**

18. Rental or Lease

No Condominium Unit shall be leased or rented for a period of less than six (6) months and one (1) day nor shall any transient accommodations be provided. A lease or rental shall not release a unit owner from any obligation under this Declaration.

**II. The Declaration of Condominium is amended by the addition of the following new Article 34:**

34. Sales, Leases, Other Transfers and Permanent Occupancy of Units

Each transfer of legal, equitable or beneficial ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, and each permanent occupancy of a Unit separate from the sale, lease, gift, devise, inheritance, or other transfer of the Unit shall be subject to and shall comply with the following provisions:

A. Notice to Association. The unit owner shall provide notice to the Association for prior approval of the sale, lease, gift, devise, inheritance, other transfer, or separate permanent occupancy of the Unit, as follows:

1. Sale. Prior to the sale of any Unit, the unit owner shall submit to the Association an application for such approval, which shall contain the names and addresses of the intended purchaser and all other intended permanent occupants of the Unit and such other information as may be required by application forms adopted by the Board of Directors. If the intended purchaser is a corporation, limited liability company, partnership, or other legal entity, the entity shall designate one person who shall be the primary intended permanent occupant of the Unit and shall also identify all other intended permanent occupants. The application shall be fully completed and signed by the unit owner and by the intended purchaser. In the event a corporation, limited liability company, partnership, or other legal entity owns a Unit, the sale or transfer of a majority of the legal, equitable or beneficial ownership of such entity shall be considered a sale or transfer of the Unit.

The requirement of this Article 34 for Association approval of sales of Units shall not apply to the sale or transfer of a Unit from an owner to the owner as trustee or to a corporation, limited liability company, partnership, or other legal entity in which the owner has a majority or more of the legal, equitable or beneficial ownership. The requirement of this Article 34 for Association approval of sales of Units shall not apply to a transfer to or other acquisition of a Unit by an Institutional Mortgagee as defined in Article 2, Section O that acquires title as a result of its mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Article 34 require Association approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial sale or a tax sale. Further, this Article 34 shall not require Association approval of the acquisition of a Unit through gift, devise or inheritance by any person who is the surviving spouse of the deceased owner of the Unit.

2. Lease. Prior to the lease of any Unit, the unit owner shall submit to the Association an application for such approval, which shall contain the names and addresses of the intended tenant and all other intended permanent occupants of the Unit and such other information as may be required by application forms adopted by the Board of Directors. In addition, prior to the renewal of an existing lease by the unit owner with the tenant and prior to the yearly anniversary of a lease for more than one (1) year, the unit owner shall submit to the Association an application for such approval of the renewal or for such approval at the anniversary, as provided above for a lease of any Unit. The application shall be fully completed and signed by the unit owner and by the intended tenant. A tenant shall not assign his or her lease without the prior written approval of the Board or its duly authorized representative.

a. No portion of a Unit (other than an entire Unit) may be leased. 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 or her tenant which constitute a violation of, or noncompliance with, the provisions of this Declaration, the Articles, the Bylaws or the Rules.

b. The unit owner and the tenant shall execute and deliver to the Association an agreement with the Association

in a form adopted by the Board of Directors to be attached as an addendum to the lease between the unit owner and the tenant, providing for certain obligations of the owner and the tenant and for certain rights of the Association relating to the lease, including but not limited to the following, as specified in more detail in the agreement:

(1) the obligation of the tenant to comply with all terms, covenants and conditions of this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations of the Association, as amended from time to time (the "Condominium documents"), and all current, applicable laws and ordinances;

(2) the obligation of the unit owner to enforce compliance by the tenant with all terms, covenants and conditions of the Condominium documents and all current, applicable laws and ordinances and the liability of the owner for any damages or expenses incurred by the Association or others as a result of the acts or omissions of the tenant which constitute a violation of or noncompliance with the Condominium documents;

(3) the appointment of an officer of the Association by the unit owner to serve as the owner's attorney-in-fact, if the tenant fails to comply with any term, covenant or condition of the Condominium documents or any applicable law or ordinance, which shall include the right of said officer of the Association to terminate the lease and to evict the tenant, at the sole expense of the unit owner, after written notice to the owner and the tenant and a hearing before the Board of Directors; and

If the unit owner and the tenant fail to execute and deliver to the Association such an agreement with the Association in the form adopted by the Board of Directors to be attached as an addendum to the lease between the owner and the tenant, the lease shall automatically be deemed to include the provisions of said addendum providing for certain obligations of the owner and the tenant and for certain rights of the Association relating to the lease.

3. Gift; Devise or Inheritance; or Other Transfer. Prior to the transfer of any Unit by gift or other transfer, and within thirty (30) days after the transfer of any Unit by devise or inheritance, the unit owner or the intended transferee (for transfers by devise or inheritance) shall submit to the Association an application for such approval, which shall

contain the names and addresses of the intended transferee and all other intended permanent occupants of the Unit and such other information as may be required by application forms adopted by the Board. The application shall be fully completed and signed by the unit owner (except for transfers by devise or inheritance) and by the intended transferee.

4. Permanent Occupancy Separate From Sale, Lease, Gift, Devise, Inheritance, or Other Transfer. Prior to the occupancy of any Unit by any person as a permanent occupant separate from the sale, lease, gift, devise, inheritance, or other transfer of the Unit, the unit owner shall submit to the Association an application for such approval, which shall contain the names and addresses of the intended permanent occupant and all other permanent occupants of the Unit who have not been previously approved by the Association and such other information as may be required by application forms adopted by the Board. The application shall be fully completed and signed by the unit owner and by the intended permanent occupant.

5. Failure to Provide Notice. Failure of the unit owner or the intended transferee (for transfers by devise or inheritance) to provide to the Association a fully completed and signed application, the application fee, and the contract, lease or other transfer instrument shall be deemed a breach hereof, and any sale, lease, renewal of an existing lease, continued lease after the yearly anniversary of a lease for more than one (1) year, gift, devise, inheritance, other transfer, or separate permanent occupancy of the Unit in contravention of this Article 34 shall be null and void and confer no right, title or interest to the intended purchaser, lessee, transferee, or permanent occupant. However, at any time after receiving knowledge of the transfer of ownership or possession of a Unit or the separate permanent occupancy of a Unit, the Association at its election and without notice may approve or disapprove the transfer or separate permanent occupancy. If the Association disapproves the transfer or separate permanent occupancy, the Association shall proceed as if it had received the required notice on the date of such disapproval.

#### B. Application Requirements.

1. Application Fee. The application shall be accompanied by an application fee in an amount as determined from time to time by the Board not to exceed the maximum amount permitted by law. One application fee shall be paid for each applicant for the sale, lease, gift, devise, inheritance, or

other transfer of a Unit, and for each applicant for the permanent occupancy of a Unit separate from the sale, lease, gift, devise, inheritance, or other transfer of the Unit, other than husband/wife or parent/dependent child, who shall be considered one applicant. No application fee shall be required for an application for renewal of an existing lease by the unit owner with the same tenant or for an application at the yearly anniversary of a lease for more than one (1) year.

2. Contract, Lease or Other Transfer Instrument. The application shall be accompanied by a signed copy of the contract to sell, the lease agreement, the contract to transfer title, or a certified copy of the instrument evidencing the transferee's title by gift, devise or inheritance. The Board shall have the right to require that a substantially uniform form of lease be used.

3. In Person Interview. The intended purchaser, tenant, transferee, or separate permanent occupant shall attend an in person interview, within the approval period specified in Article 34, Section C,1 below, with the Board or its duly authorized representative, at such time as is convenient for the Board or its authorized representative as a condition to approval by the Association. This requirement may be waived by the Board or its authorized representative to allow an interview by telephone, only in the event of hardship as defined by the Board or its authorized representative. If the interview is not conducted within the approval period, then the approval period shall be extended for an extension period of five (5) days after the actual date of the interview.

C. Approval by Association. Approval by the Association of the proposed transfer of ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, or approval of the proposed separate permanent occupancy of a Unit shall be accomplished by the Board of Directors or its duly authorized representative (Association officer, committee, or managing agent), as follows:

1. Approval Period. Within twenty (20) days after receipt of the fully completed and signed application, the application fee, and a signed copy of the contract, lease or other transfer instrument, the Board or its duly authorized representative shall either approve or disapprove the proposed transfer of ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, or the proposed separate permanent occupancy of a Unit.

2. Disapproval Considerations. In connection with the review of each application by the Board or its duly authorized representative and possible disapproval of the proposed transfer of ownership or possession or separate permanent occupancy for good cause, the Association shall obtain any combination of reports relating to the credit history, criminal history, residence occupancy history (lease or ownership), and court records of the intended purchaser, the intended tenant, the intended donee, the acquiring unit owner or other transferee and all other intended permanent occupants of the Unit, as applicable. The Board shall specify guidelines for disapproval of proposed transfers and permanent occupancy for good cause in the Rules and Regulations. The grounds for disapproval may also include delinquency by the owner in payment of an assessment on the Unit at the time approval is sought.

3. Failure to Act. If the Association fails to act within said twenty (20) day period, the proposed transfer of ownership or possession or the proposed separate permanent occupancy shall be deemed to have been approved and the Association shall provide its certificate of approval.

4. Certificate of Approval. Approval of the transfer of ownership or possession or separate permanent occupancy shall be stated in a certificate executed by an officer or managing agent of the Association and shall be delivered to the unit owner or transferee (for transfers by devise or inheritance).

D. Disapproval by Association. The Board of Directors or its duly authorized representative (Association officer, committee, or managing agent) may disapprove the proposed transfer of ownership or possession of a Unit by sale, lease, gift, devise, inheritance, or other transfer, or disapprove the proposed separate permanent occupancy of a Unit only for good cause, which shall be accomplished as follows:

1. Sale. If the proposed transfer of ownership is a sale, but the Association disapproves the same for good cause, then within twenty (20) days after receipt of the fully completed and signed application, the application fee, and a signed copy of the contract, the Association shall deliver or mail by certified or registered mail to the unit owner a notice stating that the sale of the Unit was disapproved for good cause, in which case the cause for disapproval shall be specified and the sale of the Unit shall not be closed or completed.

2. Lease or Separate Permanent Occupancy. If the proposed transfer is a lease, renewal of an existing lease, continued lease after the yearly anniversary of a lease for more than one (1) year, or permanent occupancy of a Unit separate from the sale, lease, gift, devise or inheritance, or other transfer of the Unit, but the Association disapproves the same for good cause, then within twenty (20) days after receipt of the fully completed and signed application, the application fee, if required, and a signed copy of the lease agreement, if applicable, the Association shall deliver or mail by certified or registered mail to the unit owner a notice stating that the lease or separate permanent occupancy of the Unit was disapproved for good cause, in which case the cause for disapproval shall be specified and the Unit shall not be so leased to the intended tenant or permanently occupied by the intended separate permanent occupant.

3. Gift; Devise or Inheritance; or Other Transfer. If the proposed transfer of ownership is a gift, devise, inheritance, or other transfer, but the Association disapproves the same for good cause, then within twenty (20) days after receipt of the fully completed and signed application, the application fee, and a signed copy of the contract or other transfer instrument, the Association shall deliver or mail by certified or registered mail to the unit owner or transferee (for transfers by devise or inheritance) a notice stating that the gift, devise, inheritance, or other transfer of the Unit was disapproved for good cause, in which case the cause for disapproval shall be specified and the Unit shall not be so transferred by gift, devise, inheritance, or other transfer, or, if the transfer has already occurred, the donee, devisee, heir or other transferee of a completed transfer shall promptly sell the Unit to a purchaser approved by the Board or its duly authorized representative.

E. Definitions. For purposes of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association, the following definitions shall control:

1. Lease. The term "lease" shall be defined as any arrangement, whether identified as a lease, rental or otherwise, under which a person, whether identified as a lessee, tenant, guest or otherwise, other than the owner of a Unit, occupies the Unit and the owner receives any benefit or compensation either directly to the owner or indirectly for the owner or the Unit, including assessments, real estate taxes, utilities or other charges to the Unit.



2. Permanent Occupant and Temporary Occupant. The term "permanent occupant" shall be defined as any person who occupies or will occupy a Unit for more than sixty (60) cumulative days during any twelve (12) month period. The term "temporary occupant" or "guest" shall be defined as any person who occupies or will occupy a Unit for sixty (60) cumulative days or less during any twelve (12) month period. The term "resident" (permanent or temporary) shall have the same meaning as the term "occupant" (permanent or temporary).