

Windsor Neighborhood Leasing Policy

All leases must comply with the provisions of the Declaration and any additional rules and regulations that are adopted by the Board of Directors, provided that such rules and regulations are reasonable and consistent with the terms of the Declaration.

- (a) Provisions in the Association Lease Application will include:
- 1) Prior to any tenant's moving in, and *at least* fourteen (14) days prior to the commencement of any lease, an application for approval shall be submitted to the Association.
 - 2) An application fee as established by the Board of Directors and up to the maximum amount allowed by law must also be submitted for any applicant over the age of 18. The application fee will be used towards conducting a national background check on each application.
 - 3) Reporting of all occupants, pets and vehicles shall be reported and updated as needed, no later than thirty days from the change. All vehicles to be parked on the property must be identified in the application and updated when changes are made. The number of vehicles cannot exceed the combined capacity of the garage and the driveway. Vehicles may not be parked in the street and may not block the sidewalks.
 - 4) The application approval process will be administered by the Board of Directors, its agent or designee(s), and is currently assigned to the Association Property Manager. Prior to any lease approval, the Board must also receive documentation that the tenant-applicant has received a copy of the rule and regulations for this community and has agreed to abide by such rules and restrictions.
 - 5) A final lease approval will require the owner and the tenant to sign off on an agreement by the tenant(s) to comply with the Declaration and all other documents governing or affecting the community; and shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease against the tenant. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, lease addendum or any of the foregoing provisions. False or incomplete information provided in the lease application approval process will result in legal action to invalidate the lease and commence an eviction process, which will be pursued with all costs paid by the Lessor. Lessor/Lessees agree to comply with all City of Tampa Fire Marshall rules and regulations governing residential property occupancy
- (b) Renewals of leases must also be approved. An application fee may be waived with a lease renewal. Approval of any lease renewal will be based upon the conduct of the tenant(s) during the initial term of the lease.
- (c) Reasons for potential disapproval of any lease include, but are not limited to:
- (1) the conviction of a felony at any time involving theft, violence, sex or drug manufacturing or distribution; or
 - (2) prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community; or
 - (3) non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or
 - (4) providing false or incomplete information in connection with an application.
- This policy shall be applied in a uniform manner and shall not be used to discriminate because of race, national origin or other protected characteristics.

Prepared By and Return To:
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146 2nd St. N., Ste. 100
St. Petersburg, FL 33701

INSTRUMENT#: 2013061121, O BK 21678
PG 109-111 02/13/2013 at 02:29:47 PM,
DEPUTY CLERK: LPERTUIS Pat Frank, Clerk
of the Circuit Court Hillsborough County

CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS, RESTRICTIONS & EASEMENTS FOR
WINDSOR NEIGHBORHOOD ASSOCIATION, INC.

The undersigned officers of Windsor Neighborhood Association, Inc., the corporation in charge of the operation and control of Windsor Neighborhood, according to the Declaration of Covenants, Restrictions and Easements thereof as recorded in Official Records Book 10047, Page 1828 et seq., of the Public Records of Hillsborough County, Florida, hereby certify that the following attached amendment to the Declaration of Covenants, Restrictions and Easements was proposed and approved by an affirmative vote of not less than eighty percent of the total voting interests in the Association at a properly noticed meeting held on December 4, 2012. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

IN WITNESS WHEREOF, Windsor Neighborhood Association, Inc. has caused this Certificate to be executed in its name on 11/22/13, 2013

Witness

Windsor Neighborhood Association, Inc.

By: Maureen Meyering
(name, typed or printed)

By: Michael Kahn
Signature

Witness
Signature: Maureen Meyering

MICHAEL KAHN
(name, typed or printed)
President

Witness

By: MICHELLE LUKER
(name, typed or printed)

ATTEST:
By: Susan Nelson
Signature

Witness
Signature: MICHELLE LUKER

Susan Nelson
(name, typed or printed)
Secretary

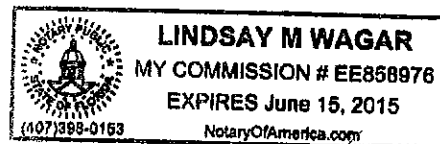
STATE OF FLORIDA
COUNTY OF Hillsborough

Sworn to or affirmed and signed before me on January 22, 2013 by Michael Kahn (president, name of person making statement).

Lindsay M Wagar
(Signature of Notary Public- State of Florida)

Lindsay M Wagar
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known
 Produced Identification
Type of Identification Produced _____



**PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS,
RESTRICTIONS & EASEMENTS FOR
WINDSOR NEIGHBORHOOD ASSOCIATION, INC.**

**ARTICLE XII
USE RESTRICTIONS**

12.25 Leases. No portion of a Home (other than an entire Home) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon material default by the tenant in observing any of the provisions of this Declaration, the Articles, the By-Laws, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Neighborhood or administered by the Association. Leasing of Homes shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Home on any ground the Association elects, including any debt to the Association. No lease shall be approved for a term of less than 90 days. Only 2 leases shall be permitted within a 365 day period, which 365 day period shall be deemed to commence on the date of the lease. This Section shall remain in force and effect for a period of 5 years from the date Owners other than Declarant elect a majority of the members of the Board. Thereafter, this Section shall remain in effect until Owners owning not less than 80% percent of the total voting interests in the Association vote to change this Section in whole or in part. As a condition to the approval by the Association of a proposed lease of a Home, the Association has the authority to require that a security deposit from the tenant in an amount not to exceed the equivalent of one month's rent be deposited into an escrow account maintained by the Association in the name of the tenant. The security deposit shall protect against damages to the Common Areas or Association Property. Within 15 days after the tenant vacates the Home the Association shall refund the full security deposit or give written notice to the tenant of any claim made against the security. Disputes under this Section shall be handled in the same fashion as disputes concerning security deposits under Section 83.49, Florida Statutes. The Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury to persons or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 12.26 hereof. Notwithstanding the foregoing, no Owner shall lease their Home until one year after the date of taking record ownership of said Home.

*** All other sections of Article XII remain in full force and effect.***