

**SIXTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS,  
AND RESTRICTIONS FOR BAHIA LAKES**

Amendment adding Section 25 to Article X of the Declaration of Covenants, Conditions, and Restrictions for Bahia Lakes, originally recorded at Official Records Book 16846, Page 1401, et. seq., of the Public Records of Hillsborough County, Florida, and as may have been subsequently amended from time to time thereafter:

Additions indicated by underlining  
Deletions indicated by ~~striking through~~  
Unaffected text by “. . .”

. . .

**ARTICLE X – USE RESTRICTIONS**

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**Section 25. Leases.**

Lot Owners may lease their Lots, subject to the following restrictions:

(a) All leases or other occupancy agreements must be in writing and shall be subject to the prior written approval of the Association.

(b) An Owner may not enter into a lease of the Lot until the Owner has held an ownership interest in the Lot for at least twenty-four (24) months.

(c) No Owner shall enter into a lease or other occupancy agreement for a period of less than twelve (12) months or more than twice in any calendar year.

(d) No Owner shall enter into a lease or other occupancy agreement for less than the entire Lot, and subleasing is not permitted.

(e) All leases shall incorporate the Declaration of Covenants, Bylaws Articles of Incorporation, and Rules and Regulations, whether or not so stated, and all lessees, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such documents.

(f) All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant, their guests, occupants, family members or invitees of the Declaration, Bylaws, Rules and Regulations, or other Governing Documents is deemed to be a default under the terms of the lease and authorizes the Owner to terminate the lease without liability and to evict the tenant in accordance with Florida law. The Owner shall remove, at Owner's sole expense, by legal means, including eviction, his tenant, and their guests, occupants, family members or invitees, should any of them refuse or fail to abide by and adhere to the Declaration of Covenants, Conditions and Restrictions, Bylaws, Rules and Regulations and other Governing Documents of the Association.

(g) All leases shall provide, and if they do not so state, they shall be deemed to provide, that the Association shall have the authority, but not the obligation, to take legal action against the tenant for breaches to the lease resulting from the violation of the Declaration, Bylaws, Rules and Regulations, and other Governing Documents, including the power and authority to declare the lease in default because of the violations and to evict the tenant as attorney-in-fact on behalf and for the benefit of the Owner after the Board gives notice to the Owner at the last address provided by Owner to the Association. Prior to eviction of a tenant, the Association shall give the Owner at least five (5) days' notice to allow the Owner to secure compliance from the tenant. If the tenant does not cure the violation within such period, the Board may commence eviction proceedings. Additionally, the association shall be entitled to injunctive or other equitable relief as a remedy for the tenant's violation of the Declaration, Bylaws, or Rules & Regulations of the Association. The cost of all legal action taken by the Association, including reasonable attorneys' fees incurred and court costs, associated with the eviction shall be the personal obligation of the Owner, and shall be a continuing lien on the Lot to be foreclosed in the same manner as a lien for past due assessments. The Owner/ Lessor shall indemnify and hold the Association harmless against all liabilities imposed or sought to be imposed against the Association as a result of the Association's actions or failure to act pursuant to this provision.

(h) The Association may, at the sole cost and expense of the leasing Lot Owner, conduct a background check on each prospective tenant and all occupants of a Lot. The Association may use the results of the background check to investigate the criminal history of any proposed tenant or occupant.

(i) No later than fourteen (14) calendar days prior to the beginning of a lease or occupancy agreement, the Owner shall apply to the Association for approval of the same and provide to the Association the following:

1. An executed copy of the proposed written lease.
2. Application form provided by the Association containing a list of the names of the tenants and other occupants of the Lot, and their current addresses, and such other information requested by the Association reasonably related to the lease or occupancy of the Lot.
3. Application fee in the amount of One Hundred Dollars (\$100.00).
4. A standard lease addendum signed by the tenant on his or her own behalf and on the behalf of any other occupants that they agree to abide by and adhere to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions and all rules, regulations and policies of the Association; and that in the event of any violation of the Declaration or the

Rules and Regulations the Association shall have standing to evict the occupants under Chapter 83, Florida Statutes. The Board of Directors may adopt the form of the addendum.

5. A background check report on the tenants and any occupants that are (18) eighteen years old or older as described below.
6. Such other reasonable information concerning the occupants that the Association may require, including but not limited to, the make, model, and license plate number of all permissible vehicles of the occupants.

(j) Prior to the consideration of the lease, a thorough background check of the tenants and any occupants that are (18) eighteen years old or older must be completed by an investigation company chosen by or otherwise acceptable to the Association or its management company. The information disclosed on the Application Form will be used by the investigation company, plus any other information as the Board or its management company may deem necessary to complete the background check. Upon receipt of the copy of the written lease and the Application form, the management company shall engage the investigation company and receive the results of the investigation. The investigation shall be at the sole expense of the owner and the tenant, who shall pay the expense in advance. If the tenant is to pay for the investigation, advance payment shall be made by money order or certified check.

(k) Within fourteen (14) days after receipt of all application materials and the Application Fee, the Association shall give the Lot Owner notice of approval or disapproval of the lease.

(l) Reasons for potential disapproval may include:

1. The Association may deny a lease on the ground that the proposed tenant or occupant has previously resided or occupied a Lot in the Association and has been cited for a violation of the Association's governing documents, including any of its rules and regulations;
2. The Association may deny a lease on the ground that false, misleading or incomplete information has been provided on the Tenant Application form;
3. The Association may deny a lease on the ground that the Lot is in violation of the Declaration or the rules and regulations of the Association, or that the owner is delinquent in the payment of any monetary obligation to the Association; or
4. The Association may deny a lease on the ground that the proposed tenant or occupant poses a danger or undue risk to the health, safety or general welfare of the community including but not limited to:
  - A. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has not been completed, or
  - B. the tenant or occupant has a felony conviction for a crime for which the sanction imposed has been completed, but:
    - i. The felony conviction has occurred within the last fifteen (15) years; or
    - ii. The felony conviction disqualifying a tenant or occupant would be a crime which designates the tenant or occupant a sexual predator or sexual offender; or
    - iii. The felony conviction is related to illegal drugs, or

C. The tenant or occupant has a misdemeanor conviction within the last ten (10) years that is related to illegal drugs, or other offenses within the judgment of the Board poses a safety concern to the community.

(m) All Tenants and other occupants shall comply with, and are subject to Article IX, Sections 15, 16, and 17 of the Declaration, and any other Article or Section of the Declaration that relates to the operation, storage, parking and towing of vehicles. The Owner's application for approval may require the disclosure of the make, model and year of the tenant's or other occupants' vehicles; the tag number of the vehicles; the vehicle identification number of the vehicles; vehicle registration information; and automobile insurance information. A lack of any or all of this information shall be grounds for the Association to deny the lease.

(n) Tenants shall be permitted to move their furnishings into the leased dwelling between 9 AM and 9 PM Monday through Saturday. Furnishings shall not be moved into the leased dwelling on Sundays or nationally recognized holidays.

The rights of the Association herein shall be in addition to, and not in lieu of any other enforcement rights the Association may have under the Declaration. Failure of the Association to draw upon an escrow fund at any time shall in no event be deemed a waiver or estoppel of the right to draw upon said fund thereafter.

(o) Limit on Number of Leases. No more than twenty percent (20%) of the total number of Lots may be leased at any one time ("Rental Ceiling"). If the number of currently leased Lots exceeds twenty percent (20%) at the time this Amendment is passed, no Owner shall be required to remove a current tenant or lessee. An Owner may not lease a Lot without the prior written approval of the Association as provided herein. Once approved, the Owner will have ninety (90) days to enter into a lease agreement. If the maximum number of leased Lots has been reached, then the Owner will be placed on a waiting list until the number of leased Lots has come below the Rental Ceiling. The Board shall have the power to adopt rules and regulations regarding the waiting list and other procedures which shall apply in the event that the Rental Ceiling is reached. Once an Owner loses a tenant, the Owner will need to request the prior approval of the Association before entering into a lease agreement with a new tenant. For the purposes of this section, "lease" includes any lease, rental, license or other agreement for the regular, exclusive occupancy of a non-Owner occupied Lot.