

PROPOSED AMENDMENTS TO THE  
DECLARATION OF RESTRICTIONS FOR  
SIENA OAKS

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

ARTICLE XII

GENERAL PROVISIONS

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Section 6. Leasing of Units. In the event an Owner leases his Unit, such lease shall contain a covenant that the Lessee acknowledges that the Unit is subject to this Declaration of Restrictions and is familiar with the provisions hereof, and the uses and restrictions contained herein, and agrees to abide by all such provisions. In the event a lease of a Unit does not contain language to the effect of the foregoing, then the Association may declare the lease void and take such further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner. The Owner shall be liable and fully responsible for all acts of his Lessee and responsible for the compliance of the Lessee of all provisions of this Declaration.

A. Other Leasing Restrictions. The following additional leasing restrictions shall apply:

(1) Frequency of Leasing. No lease shall be made more often than ~~two (2) times~~ once in any twelve (12) month period, measured from the commencement date of the most recent prior lease. The minimum lease period is four (4) months. For purpose of calculation hereunder, a Lease shall be considered as made on the first day of the Lease term. Any change in occupancy under a lease shall constitute a new lease for purposes of calculating hereunder.

(2) No Unit may be leased during the first twelve (12) months of ownership, measured from the date of recordation of the most recent instrument conveying any ownership interest in title to the Unit, except:

(i) transfers by devise or inheritance to members of the family, as defined herein below, of a deceased Unit Owner, or

(ii) Units acquired by the Association, or

(iii) transfers to add a member of the Owner's family, as defined herein below, to the title (with the unit owner remaining on the title) for estate planning purposes.

In the event of conveyance of title of a Unit with an approved occupant in possession under lease, said moratorium against leasing during the first twelve (12) months of ownership shall commence upon expiration of the then-current lease, which may not be renewed or extended.

(3) The term "family" as used in this paragraph shall be limited to parents, grandparents, children, grandchildren, siblings, nieces and nephews, and the spouses of all of the foregoing.

~~(2)~~ (4) No Subleasing. Subleasing of Units is absolutely prohibited.

~~(3)~~ (5) No Room Renting. Only entire Units may be rented; the renting of rooms is absolutely prohibited.

(6) The foregoing provisions shall not apply to Units owned by the Association.

B. Every Lease executed as of the Effective Date of this Declaration, shall contain, and if it does not contain, shall automatically be deemed to contain, the following:

(1) That the lease and all occupants shall abide by all provisions of the Governing Documents and reasonable Rules and Regulations, as amended from time to time. Lessor shall have the responsibility of providing Documents and Rules to tenant.

(2) That the parties recognize that the Association, as agent for the landlord/Owner, has the power to evict the tenants and occupants under Chapter 83, Florida Statutes, for violations of the Governing Documents and reasonable Rules and regulations, as amended from time to time.

~~C. The Association must be notified in writing (sent to the management company) and provided a copy of the lease prior to the start of the lease period. No renting is permitted without a written lease. Failure of this, the Association may declare the lease void and take further action as the Association deems applicable, including a "removal action" against the tenant and the Unit Owner. All costs and expenses of the foregoing shall be the cost and expense of such Unit Owner. The Association must be notified in writing of the proposed lease in the manner provided in Article XV, Section 2, of this Declaration.~~

D. Removal proceedings. In addition to any other rights or remedies set forth in this Section 6 or elsewhere in the Governing Documents or Rules and

Regulations of the Association, should an Owner or lessee fail or refuse to comply with the provisions of this Section 6, then the Association may declare the lease void and take further action as the Association deems applicable and appropriate, including a "removal action" against the Owner and lessee pursuant to Chapter 83, Florida Statutes. The Association shall be the agent and attorney in fact of owner in any removal or eviction action for any violation of the Governing Documents by the lessee or the Owner. All costs and expenses of the foregoing incurred by the Association shall be the joint and several responsibility of the Owner and lessee.

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## ARTICLE XV

### CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS

In order to insure the community of congenial residents and thus protect the value of the Units, the leasing or rental, of Units by any Owner shall be subject to the following provisions:

Section 1. Transfers Subject To Approval. The following transfers shall be subject to prior written approval of the Board of Directors and any transfer undertaken without prior written approval of the Board of Directors shall be void:

(a) All transfers by lease or rental agreements.

(b) All transfers of use (allowing someone to use the home without payment of consideration) in the absence of the Owner.

(c) All transfers subject to approval shall require, as a condition of approval, the payment to the Association of a transfer fee not to exceed the maximum amount permitted by the Chapter 720, Florida Statutes, as same may be amended from time to time. If Chapter 720, Florida Statutes, is silent, the Board may determine a preset fee, from time to time, but, unless the Statute allows a greater amount, in no event may such fee exceed \$200.00 per applicant other than spouses or parent/dependent child, which are considered one applicant. However, if the lease or rental agreement is a renewal with the same lessee, no charge shall be made. If the Statute is amended, and the permitted fee becomes greater than the fee permitted in this paragraph (c), the amount of the permissible transfer fee shall automatically increase to the statutory levels without the need for further amendment.

Section 2. Notice to Association. Prior to approving any transfer subject to approval hereunder, the Association shall be entitled to written notice of the transferor's intent to make the transfer with a copy of the documentation evidencing the intended transfer, including, but not limited to, a copy of the lease or rental agreement or any other documents allowing someone to occupy a Unit in the absence of the Owner(s)

which the Association may reasonably require, completed applications on forms prescribed by the Association, a personal interview with the proposed tenants, lessees and any other intended occupants of the Unit, and such other and further information about the intended tenants, lessees, or occupants as the Association may reasonably require. The Board may require, without limitation, credit history, a criminal background investigation, past residency or employment verification, personal references, and a personal interview with all proposed tenants, lessees, and occupants of any Unit.

Section 3. Association's Election. Within thirty (30) days of receipt of the last of the information required pursuant to Section 2 above, the Association must either approve or disapprove the lease, rental agreement and/or occupancy. Failure on the part of the Association to respond within said thirty (30) day period shall constitute automatic approval for the proposed transfer.

(a) Approval. In the event the Association approves a lease, rental agreement and/or occupancy of the Unit, the Association shall notify the transferor and transferee of its approval in writing.

(b) Disapproval. If good cause exists for the Association to disapprove a proposed lease, rental agreement and/or occupancy of the Unit it shall be based strictly on the following criteria:

(i) The applicant fails to qualify because the use and/or occupancy of the Unit and/or the common areas by the applicant, as disclosed in the screening process, will violate the restrictions on use or occupancy set forth in this Declaration or the rules and regulations, or;

(ii) The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of, plead no contest to, or has been released from incarceration, probation or community control for:

(A) a capital, first or second degree felony involving violence to persons within the past ten (10) years; or

(B) a first or second degree felony involving illegal drugs within the past ten (10) years; or

(C) any drug offense involving the manufacture and/or distribution of illegal drugs regardless of when that conviction, plea or release occurred;

(D) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction, plea or release occurred;

(E) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-

governmental agency regardless of when that conviction, plea or release occurred or when that label occurred;

(F) The person seeking approval is currently on probation or community control for a felony involving violence to another or damage to property;

(iii) The applicant takes possession of the Unit prior to approval by the Association as provided for herein; or

(iv) The person seeking approval has a documented history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in this community as a lessee, tenant, guest, owner, or occupant of a Unit; or

(v) The applicant fails to comply with the requirements of Article XV, Section 2 hereof.

(vi) No lease, rental agreement, or non-lease/rental occupancy in the absence of the Unit's owner(s) will be approved if, at the time of the application or at any time prior to the time approval is to be granted, the Owner is delinquent in the payment of any monetary obligation to the Association under this Declaration or under any of the governing documents or the applicable Statute, or if the Unit is in violation of any provision of this Declaration or the rules and regulations which remains uncured at the time the Association is required to make its election hereunder.

Section 4. Exceptions. The foregoing restrictions and provisions of this Article XV will not apply to Units owned by the Association and this will be so regardless of how title is acquired by the Association including but not limited to foreclosure or deed in lieu of foreclosure.