



**PROPOSED AMENDMENT TO THE  
ARTICLES OF INCORPORATION  
OF S.V. CONDOMINIUM ASSOCIATION, INC.**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

**ARTICLE 3**

Powers

The powers of the Association shall include and shall be governed by the following provisions:

\* \* \*

3.2 Enumeration. The Association shall have all of the powers and duties set forth in Chapter 718, Florida Statutes (the Condominium Act) and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may be amended from time to time or any other declarations of condominiums for which the Association is to be the entity to operate the Condominiums, including those set forth in these Articles and those set forth in the Declaration of Condominium, if not inconsistent with the Condominium Act, including but not limited to the following:

\* \* \*

(g) To make and amend reasonable regulations respecting the use and appearance of the property in the condominium, which regulations shall, in the first instance, be approved by the Board of Directors and shall be effective upon approval and notice to the members; provided, however, that at the first membership meeting following Board approval, all those regulations and amendments thereto approved by the Board since the last membership meeting shall be placed on the agenda for membership consideration and may be vetoed shall be approved by not less than 51% of the votes of a majority of the entire membership of the Association before they shall become effective. In which event the effectiveness of such regulation, or such amendment thereto, shall cease.

\* \* \*

**ARTICLE 5**

Directors

5.1 Number and qualification. The affairs of the Association shall be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of that determination shall consist of three directors. Directors ~~need~~ **not shall** be members of the Association. If there is more than one condominium administered by the Association, each condominium shall be entitled to be represented by not less than one director.

Prepared by: attorney Paul L. Wean

Dated: June 19, 2009

**PROPOSED AMENDMENTS TO THE  
DECLARATIONS OF CONDOMINIUM OF  
SUMMIT VILLAGE UNIT I, A CONDOMINIUM  
SUMMIT VILLAGE UNIT II, A CONDOMINIUM  
SUMMIT VILLAGE UNIT III, A CONDOMINIUM  
SUMMIT VILLAGE UNIT IV, A CONDOMINIUM**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

20. Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the lease of Units by any Unit Owner or ownership of Units by Corporations, other than the Developer, shall be subject to the following provisions so long as the Condominium exists, which provisions each Unit Owner covenants to observe:

(A) ~~Mortgage.~~ A Unit Owner may not mortgage a Unit nor any interest therein without the approval of the Association except to an Approved Mortgagee.

(B) ~~Term of Lease.~~ The lease of a Unit by any Unit Owner (other than a lease from one Unit Owner to another Unit Owner or other than a lease to or by the Developer or a lease by an Approved Mortgagee which obtains title to a Unit), shall be for a period of not less than six months and shall be in writing. Any time a Unit Owner leases a Unit, the Unit Owner shall register the name of the tenant with the secretary or other designated agent of the Association, and if requested by the Association, furnish a copy of the lease to the Association.

**(C) Screening and Approval of Tenants.** ~~No Unit Owner may lease a Unit without obtaining the prior written approval of the Association, which shall not be unreasonably withheld. An Owner intending to seek such approval from the Association shall give at least thirty (30) days advance written notice of such intention to the Association, together with the name and address of all of the intended occupants, a copy of the lease terms, and any other information the Association may reasonably require. Any agreement for the rental or lease of a Unit executed prior to obtaining Association approval, or after the Association has denied approval, shall be deemed void and unenforceable. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. Subleasing and lease assignments by the occupant shall not be allowed.~~

**1. In the event the Board of Directors approves a rental or lease, such approval of a lease or rental shall not release the member from any obligation under this Declaration, and the occupant shall have the right to use the recreational facilities to the exclusion of the owner.**

**2. The Board of Directors must either approve or disapprove a lease within thirty (30) days after its receipt of a written request for such approval, which request shall be accompanied by such information as the Board may reasonably require, including but not limited to a personal interview. The thirty (30) day approval shall commence when all requested materials have been received, fully and truthfully completed, and if the Association is in**

doubt, it may deny the request without prejudice to re-submission until such time as it has received all required material and information. If the Board fails to give the Owner written notice of its approval or disapproval of the proposed lease within the foregoing thirty (30) day period, approval will not be required and this section will be deemed to have been fully complied with. The Board may deny approval if the Owner is delinquent in any financial obligation to the Association. The Board may condition the granting of approval and whether stated or not, the granting of approval shall operate as an assignment by the Owner to the Association of the right to receive the rental income should the Owner thereafter become delinquent.

3. Failure to Give Notice. If the Notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of such disapproval.

4. Denial. If the proposed transaction is rejected, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made. If the Association disapproves a proposed lease it shall have no duty or obligation to provide an alternate occupant or to lease the Unit in its own name.

5. Without limiting the bases for rejection, the Association shall consider the following factors for disapproving a lease or other transfer of a unit, though such list shall not be exclusive:

A. it shall be a basis for disapproving a proposed lease if the proposed occupant has entered into occupancy of the Unit prior to receiving approval of the Association, and no approval may be given until and unless the Unit shall have first been completely vacated.

B. The person(s) seeking approval (which shall include all proposed occupants) has been convicted of a felony involving controlled substances as defined by Chapter 89B, Florida Statutes, as may be amended from time to time; a felony involving violence to persons or property; a felony demonstrating dishonesty or moral turpitude; or multiple misdemeanors.

C. The application for approval on its face indicates that the person(s) seeking approval (which shall include all proposed occupants) intends to conduct himself/herself in a manner inconsistent with the covenants and restrictions applicable to the Summit Village Community.

D. The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his/her conduct in other social organizations or associations.

E. The person(s) seeking approval (which shall include all proposed occupants) fails to provide complete and accurate information on the forms provided to the Association, to pay any of the fees (transfer fees or security deposit) charged in connection with the

lease of a Unit, to personally appear for an interview with the Association if same is required, or to timely submit all information requested by the Association.

**F. The Unit Owner requesting approval of a lease has failed to pay all assessments, charges or fines levied against his/her Unit.**

20.1. Unauthorized Transactions. Any lease or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

**20.2. Enforcement. Violations of this provision may be subject to enforcement actions, including actions for injunctive relief and for money damages. The prevailing party shall be entitled to recover its attorney's fees and costs, including those incurred prior to an enforcement action, during any pre-suit proceedings, during the enforcement proceeding and any appellate proceedings arising thereafter.**

**20.3. Rental Cap. To provide for a ready source of conventional mortgage financing and notwithstanding any other provision in this Declaration to the contrary, not more than forty percent (40%) of all Units in the any of the four (4) condominium communities operated by the Association (i.e. Summit Village Unit I, a Condominium through and including Summit Village Unit IV, a Condominium) may be rented or leased at any time. This amendment will apply prospectively to all new leases of Units and all renewals of existing Unit leases, commencing after the recording of this amendment. The Board of Directors is authorized to establish by rule a system for registering bona fide proposed leases and bona fide proposed renewals for the purpose of ensuring that the number of rental Units does not exceed the foregoing limit. Leases and renewals of leases shall be permitted on a first-come-first-served basis, based upon the date that a bona fide proposed lease or renewal is registered with the Association. Any person leasing a Unit in violation of this provision shall be placed at the end of the registration list and may be denied the right to lease or rent the Unit until the occupants have completely vacated the Unit.**

**20.4. Exceptions. The foregoing provisions of this Article 20 shall not apply to a transfer to or purchase by the Association when it acquires title to an Unit via the foreclosure of a lien for unpaid assessments or via a deed in lieu of such foreclosure on the apartment concerned, nor shall it apply to a bank, life insurance company or savings and loan association which acquired its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor or his successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by the Association, a bank, life insurance company, savings and loan association which so acquires its title.**

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Dated: June 19, 2009