

Prepared by and Return to:
Mankin Law Group
2535 Landmark Drive, Suite 212, Clearwater, FL 38761

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR AVALON VILLAGE, INC.**

This Amendment to the Declaration of Covenants and Restrictions Avalon Village, Inc., ("Amendment") is made by Landbuilder, LLC, whose address is 6522 Gunn Highway, Tampa, FL 33625 ("Developer").

WITNESSETH:

WHEREAS, Avalon Development, LLC, a Florida Limited Liability Company, recorded the Declaration of Covenants and Restrictions for Avalon Village on August 18, 2005 in Official Records Book 2084, Page 1236, et. seq., of the Public Records of Hernando County, Florida ("Declaration") with the Articles of Incorporation included as Exhibit B ("Articles"); and

WHEREAS, Avalon Development, LLC's Developer's rights were assigned to Eagle FL V SPE, LLC, a North Carolina limited liability company, by that certain Amended Certificate of Title recorded on January 27, 2012, in Official Records Book 2877, Page 261, et. seq., of the Public Records of Hernando County, Florida; and

WHEREAS, Eagle FL V SPE, LLC, assigned its Developer's rights to Hunters Lake, LLC, a Florida limited liability company, by that certain Assignment of Developer's Rights signed on July 24, 2013 and recorded on June 19, 2014, in Official Records Book 3104, Page 783, et. seq., of the Public Records of Hernando County, Florida; and

WHEREAS, Hunters Lake, LLC, changed its name to Landbuilder LLC, a Florida limited liability company, by that certain Articles of Amendment to Articles of Organization of Hunters Lake, LLC, filed at the Florida Department of State on October 7, 2013; and

WHEREAS, as of the date of this Amendment, Developer is a Class B member; and

WHEREAS, Declaration Section 12.5(b) states that the Developer shall have right to amend the Articles without the approval or joinder of the Association or other Owners so long as the Developer is a Class B member; and

WHEREAS, Landbuilder, LLC, as Developer, desires to amend the Declaration as hereinafter provided.

NOW THEREFORE, the Declaration is amended as follows [New Wording Underlined;
Deleted Wording ~~Stricken Through~~]:

Declaration Section 10.26 is created to read as follows:

10.26. Leases and Rentals.

- (a) All leases of a Lot must be in writing and state that the Lot and tenant(s) are specifically be subject to this Declaration, the Articles, the By-laws, and all Rules and Regulations. A copy of the lease must be delivered to the Association within ten (10) days of signing the lease and prior to the occupancy by the tenant. All tenants of a Lot must be on the lease.
- (b) Term of Ownership Prior to Renting/Leasing. No owner of a Lot purchased or otherwise obtained after the effective date of this amendment may rent or lease that Lot during the first two (2) years of Ownership. The effective date of ownership shall be determined by the deed transaction recorded in the public records of Hernando County, Florida. This restriction shall not apply to the Association in the event it takes title to a Lot by foreclosure or deed in lieu of foreclosure. No owner may rent his Lot if, at the time of the application of a lease or any proposed lease renewal, the Owner is not current on all assessments and all other amounts owing to the Association.
- (c) Lots may only be rented for use as a single-family residence. Individual rooms of a home and/or Lot may not be leased on any basis, and subleasing is not permitted.
- (d) Advertising (e.g. on AirBNB, VRBO, Craigslist, or any other online or print venue) a rental which would violate this Section is a violation.
- (e) Owners will be held responsible for their tenants and other non-Owner occupants and guests in abiding by all Association Rules and Regulations, Declaration provisions, Articles of Incorporation and By-Laws, and any applicable State and Local Laws. 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, any other policies duly adopted by the Association, or any applicable State and Local Laws 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 hereby agrees to remove, at the owner's sole expense, by legal means including eviction, his or her tenant, and their guests, occupants, family members or invitees, should the tenant refuse or fail to abide by and adhere to the Declaration, Bylaws, the Rules and Regulations and any

other policies adopted by Association. Notwithstanding the foregoing, should an owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant as attorney-in-fact on behalf of the owner, and the costs of the same shall be the responsibility of owner. 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 Apartment to be foreclosed in the same manner as a lien for past due assessments. The owner 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.

IN WITNESS WHEREOF, the Developer has set his hand and seal this 29 day of January, 2020.

Witnesses:

Mark Ch...
Print Name: Mark Ch...
Garrett Hunt
Print Name: Garrett Hunt

Landbuilder LLC, a Florida Limited Liability Company

By: [Signature]
Print Name: Deann Rushnell
Title: President

STATE OF FLORIDA
COUNTY OF Hillsborough

BEFORE ME, the undersigned authority, personally appeared Deann Rushnell as the President (title), of Landbuilder LLC, a Florida Limited Liability Company, on behalf of the company. He/She is ☒ personally known to me or ☐ has produced the following as identification: _____

WITNESS my hand and official seal in the County and State last aforesaid, this 29 day of January, 2020.



Mark Ch...
Notary Public
Printed Name: _____

My commission expires: _____