

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM NEW HAVEN CONDOMINIUM
ASSOCIATION, INC.**

[Substantial rewording of declaration. See provision for present text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article VI
RULES GOVERNING THE USE OF THE CONDOMINIUM PROPERTY**

Section 4. Leasing The leasing of Units in the Association shall be subject to the following restrictions which shall be enforced prospectively from the effective date of this amendment:

(i) Owners are prohibited from entering into lease holds which have a period of less than three (3) consecutive calendar months in length or a period of greater than twelve (12) consecutive calendar months in length. An Owner shall be prohibited from leasing his Unit more than one (1) time per calendar year, including in the event of a breach of a previously approved lease. Approval is required for renewal, however the board may not charge additional processing and background fees.

(ii) No Unit may be leased or rented by a new Owner, other than the Association itself, or to a husband, wife, son, or daughter of the new Owner, during the first year, (365) days, following acquisition of title to a Unit. If a Unit is currently leased at the time of any sale after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy of such notice provided to the Association. Additionally, the period of time for which the Unit is leased following the acquisition of title by the new owner will not be counted toward the one year waiting period for new leases. Therefore, the one year waiting period during which a Unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the Unit. The Board of Directors may approve exceptions to this restriction in cases where the Owners are unable to occupy their Unit based upon a condition which occurs after the time that they purchased their Unit and during the first year of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the Unit, or other similar hardship situations.

(ii) An owner intending to lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least ten (10) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board shall require.

Exhibit 1



Failure to provide notice shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. Only entire units may be leased. The Board may prescribe an application form and require an application fee and background checks at a reasonable rate and not to exceed the maximum amount allowed by Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy is permitted without further application and approval. The Association's representative(s), may, in their discretion, conduct the interview on the telephone. It shall be owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations and other disclosures required by Florida Statutes. The Association may also require the Owner seeking to lease the Unit to place a security deposit with the Association, in the amount of one (1) month's rent as set forth on the face of the lease. Such security deposit may be used by the Association to repair any damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants. The Association may deny the Owner permission to lease any Unit on grounds the Association may find as further detailed in this section.

(iii) Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Reasons for potential disapproval include:

- A. Prior felony criminal conviction, including any pleas of no contest.
 - B. Non-Compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations.
 - C. Providing false or incomplete information in connection with an application, failure to remit the application fee, or failure to appear or make oneself available to be interviewed.
 - D. The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator.
 - E. The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to
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conduct himself in a manner inconsistent with the Association Documents.

- F. The person 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 or her conduct in other social organizations, communities or association or by conduct in this Association as a Unit Owner, tenant, or Occupant.
- G. Assessments, fines, and other charges against the Unit or due from the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
- H. The person seeking approval is under the age of fifty-five (55).

A decision by the Association on approval or disapproval of a proposed lease will be made as soon as reasonably possible after all information has been submitted and any required interview has taken place. In the event that no decision to disapprove a proposed lease has been made within twenty (20) days from the date of written submission and acceptance of the application to the board of directors, the lease will be deemed approved.

In connection with the approval of a lease, the Association will require the owner(s) and tenant(s) to sign a Lease Addendum agreement in a form prepared by the Association, which requires the tenant(s) to comply with all rules and restrictions and which allows the Association to take action to enforce any violations by the tenant(s) if the owner(s) fails or refuses to do so.

(iv). Violation: In the event of a Unit occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days after the mailing of notice by certified or registered letter to the owner of the Unit with a copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Unit Owner to evict such lessee or occupant and in such event the Unit Owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically be deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules and other Association documents and furthermore grant the Association authority to proceed as a party to the lease in pursuit of eviction for the purposes of this paragraph. The

Unit Owner shall be jointly and severally liable with the tenant to the Association for any and all damages to the Association property caused by the acts or omissions of the lessee (as determined in the discretion of the Board of Directors).

(v.) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Unit for a period of more than twenty-eight days within any twelve (12) month period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists. In addition to being present on the Association property, the use of the Unit address for governmental identification, employment purposes, financial purposes, or similar address records shall initiate the tenancy time frame detailed in this subparagraph (v). Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Unit by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant, provided the Owner remains in occupancy of the Unit or unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Unit by blood, marriage, or legal adoption shall still adhere to the provisions of this regarding interview by the Board of Directors and submission to a background check and be subject to disapproval as set forth in this Article.

(vi) The terms of this leasing Section, as well as the Declaration in its entirety, shall be effective upon any license, agreement, contract or agreement for occupancy, with or without compensation to the Unit Owner, as facilitated by home-sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may be utilized now or in the future.

(vii) Use of a Unit as a Congregate Living Facility, as defined herein is prohibited. A "Congregate Living Facility" shall be defined as transitional living facilities, community residential homes, community transitional residences; rehabilitative home care services, boarding home, assisted living facilities, missionary housing, rehabilitative home care services, boarding homes, or homes for aged or any other residential structure, for profit or not for profit, which undertakes care, housing food service and one or more personal services for persons not related to the owner or administrator by second degree consanguinity, marriage or adoption.

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5. Nuisances. In addition to other obligations and duties set out in this Declaration, every owner, tenant, and occupant shall abide by the following regulations as necessary for maintaining the quiet enjoyment of the members in the Association:

- (i) Each owner or occupant shall maintain his unit in good condition and repair and each owner or occupant shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately with his unit.
- (ii) All parts of the property and Unit shall be kept in a clean and sanitary condition. No rubbish, refuse, or garbage is allowed to accumulate, nor any fire hazard allowed to exist, within the Unit. Furthermore, each Owner, Tenant and Occupant shall maintain the Unit in good condition and repair, including all internal surfaces within or surrounding his dwelling, including limited common elements appurtenant to his dwelling, if any. No Unit Owner shall permit, intentionally or otherwise, anything to fall from or out of a window or door of the Condominium or Association property, nor sweep or throw from the Condominium or Association property any dirt or other substance, chemical or matter onto any of the Common Elements
- (iii) Common areas of the building, such as hallways, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the occupants shall be kept in such areas, temporarily or otherwise. The Association shall have the right to perform necessary maintenance and repairs in the event of exigent circumstances, including, but not limited to, shutting off utilities for units. Unit owners shall provide an emergency key to the Association which may be used for the purposes of access to the unit pursuant to the Association's irrevocable right to access under Florida Statute Section 718.111.
- (iv) No owner or occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done

anything by such other person that would interfere with the rights comforts or other conveniences of other occupants.

- (v) Unit Owners, their occupants or tenants shall not permit the playing of any musical instrument, phonograph, radio, television set or other sound generating device that interferes with the use rights, comforts or other conveniences of the Members of the Association. The determination of such an infringement shall be made in the sole discretion of the board of Directors or such a committee as formed for that purpose.
- (vi) Unit owners, their occupants or tenants shall not permit the use or operation of any device within the Unit during quiet hours which causes perceptible vibration, sound, hums, rhythm or other auditory cues in adjacent Units, such devices include, but are not limited to, clothes washing machines, dryers and sub-woofers. Disturbance of unit owners during quiet hours shall be considered a violation of the Declaration of the Association, and subject to such enforcement as provided for therein. The quiet hours of the Association are designated as 11:00 pm to the following 8:00 am.
- (vii) No unit shall be used in illegal or immoral acts or any use which violates any law, or governmental regulation.
- (viii) No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, its Appurtenances, or on the Common Elements or Limited Common Elements except as otherwise permitted in writing by the Board. Unit owners, their occupants or tenants, shall not permit or suffer anything to be done or kept in the unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members. No hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, smoking, or any other purpose, shall be used or kindled within ten (10) feet of any dwelling or improvement on the Condominium Property or within any Unit and may not be stored within any unit until completely cooled.
- (ix) Patios shall not be utilized for storage, including but not limited to, storage containers. The personal property of all Unit Owners must be stored within their respective Units, and patios. No personal property is to be stored on the sidewalks, landings, entrances, passages, or common elements appurtenant to the unit.

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8. Parking: The Association shall be governed by the following restrictions regarding the parking of vehicles:

- (i) All automobiles shall be parked only in the parking areas so designated for that purpose by the Association. Such designation may be by separate letter, assignment, marking of the parking space or spaces by the owner's last name and/or Unit number. There shall be no street parking. No vehicle may be parked on grass, lot, dirt, or other area of the Condominium property which is not a designated, asphalt or concrete parking area. Authority for designation, assignment and reassignment of parking spaces is retained by the Board of Directors, and such assignments shall not automatically transfer with the unit on sale or lease. The maximum number of vehicles allowed per single family residence is two (2). At least one of the two aforementioned vehicles shall be assigned to the parking space associated with the Unit. No vehicle shall exceed the confines of the assigned space when parked. Vehicles must display current state licensure.
- (ii) Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations and to be responsible for guests which violate such restrictions and to indemnify the Association for any damage to or towing caused by the guests parking of vehicles on the Condominium Property.
- (iii) No person shall park, store, keep or allow to be parked, stored or kept on any portion of the Association property any motor homes, commercial vehicles (for example but without exhaustion of possibility, dump trucks, cement mixer trucks, oil or gas trucks, delivery vehicles of any type, vehicles with commercial advertising or signage for a business, or any vehicle which is registered as a commercial vehicle and/or which exhibits any commercial lettering on the outside of such vehicle including but not limited to magnetic or removable advertisements and vehicle wraps), recreational vehicles, mini-vans without full passenger accommodation and windows on all sides of the vehicle, van campers, boats or other watercrafts, storage containers, moving containers, PODS, trailers, campers, or other motorized vehicles that are not four-wheel passenger automobiles, sports utility vehicles, passenger vans, golf and low speed vehicles that are registered to operate

on Florida Roadways and are registered with the Association, and passenger pick-up trucks at any time. Notwithstanding the foregoing, a commercial vehicle may be brought onto the Property temporarily by a contractor that has been hired by a resident or the Association during the time such contractor shall be performing work for that resident or the Association on a unit or on the common elements; but under no circumstances may such vehicle be parked on the Property overnight. Notwithstanding the foregoing, a single storage container, single moving container, or single PODS may be utilized by an owner or occupant upon receipt of advance approval from the Board of Directors of the Association. In no event may storage containers, moving containers, or PODS take up more than two (2) guest spaces, or be present on the Condominium property for more than forty-eight (48) hours.

- (iv) No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit. The sole exception being replacement of a flat tire, wind shield wipers, and batteries. Vehicle washing may only occur at the designated area in the Common Elements. While on the Association Property, no vehicle, either approved or unapproved pursuant to the terms of this Declaration, may be covered with a tarp, or other type of material or product designed to obscure the view of a vehicle and or protect the vehicle from the elements. The board may adopt approved car covers for vehicles which would otherwise be in violation of the section. No vehicles which are inoperable, including those with expired registrations, may be parked or stored in driveways, carports, or other common areas in the Association. No vehicle may be kept on blocks. No vehicles are permitted on the Association Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil or fluid leaks into the parking areas are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the unit from which the offending motor vehicle originated
- (v) No vehicle shall display signage of any type, including but not limited to, removable signs, for sale signs and political signs, for the purposes of this provision, bumper stickers shall not be considered signage.
- (vi) No vehicle shall create a noxious condition on the Association property, by constituting a nuisance due to its noise level, disrepair, or exhaust levels. Such determinations may be made, but are not solely conditioned upon, body damage, visible garbage, refuse, papers, and work materials in on or otherwise associated with the vehicle.
- (vii) Any vehicle, or item delineated in (iii) above which is parked or placed on Association Property in violation of this Declaration is subject to being towed and all costs and expenses shall be paid by the owner of said vehicle. Parking of any vehicle on the Property contrary to the requirements of this

Section shall constitute parking of such vehicle in an unauthorized location on the Property in violation of Chapter 715.07 Vehicles or Vessels parked on private property; towing, Florida Statutes, as that law now exists or may hereafter be amended from time to time, and the Association shall be permitted to avail itself of the rights provided in such Chapter, including without limitation the right to tow the vehicle from the Property after proper notice. The Board of Directors for the Association may institute guest and owner parking registration, including but not limited to, parking passes, in the future, without further amendment to this Declaration.

- (viii) The Association shall have the ability to adopt reasonable rules and regulations regarding use of common element parking without further amendment to this declaration.