

THIS DOCUMENT PREPARED BY
AND RETURN TO:
Carlos R. Arias, Esq.
ARIAS BOSINGER, PLLC
140 N. Westmonte Dr., Suite 203
Altamonte Springs, FL 32714

.....the space above this line is reserved for recording purposes.....

**CERTIFICATE OF THIRTY-NINTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of THE SPRINGS COMMUNITY ASSOCIATION, INC. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF COVENANTS AND RESTRICTIONS, recorded in Official Records Book 831, Page 096, of the Public Records of Seminole County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the THIRTY-NINTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, which amendment is attached hereto and by reference made a part hereof (hereinafter "Amendment"), was duly adopted at a meeting of the members on the 18th day of January, 2017 (hereinafter the "Meeting").

Said Amendment was approved at the Meeting in accordance with the requirements of Article XI, Section 6 of the Declaration, as amended, by the affirmative vote of two-thirds (2/3) of the Members present at a duly called and constituted meeting, where a quorum of the Members was attained. Proper notice was given for the Meeting pursuant to the By-Laws of the Association and the Florida Statutes. The Notice of the Meeting stated the purpose, time, date and location of the Meeting.

The Association is a /homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 22nd day of June, 2017.

Page 1 of 2

Signed, sealed and delivered
in the presence of:

David Forthuber
(Sign - Witness 1)
DAVID FORTHUBER
(Print - Witness 1)

Lynette Gault
(Sign - Witness 2)
Lynette GAULT
(Print - Witness 2)

David Forthuber
(Sign - Witness 1)
DAVID FORTHUBER
(Print - Witness 1)

Lynette Gault
(Sign - Witness 2)
Lynette GAULT
(Print - Witness 2)

THE SPRINGS COMMUNITY
ASSOCIATION, INC.

By [Signature]
(Sign)
Henry Jerry Alexandrowicz
(Print)

President, The Springs Community
Association, Inc.

Attest: [Signature]
(Sign)
Austin Beagly
(Print)

Secretary, The Springs Community
Association, Inc.

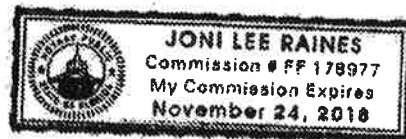
STATE OF FLORIDA
COUNTY OF Seminole

The foregoing was acknowledged before me this 22nd day of June,
20 17, by Henry Alexandrowicz, as President, and Austin Beagly,
as Secretary, of THE SPRINGS COMMUNITY ASSOCIATION, INC., a Florida not for profit
corporation, on behalf of the corporation, who are personally known to me or who have produced
_____ as identification.

NOTARY PUBLIC

[Signature] (Sign)
Joni Lee Raines (Print)

State of Florida, At Large
My Commission Expires:



**THIRTY-NINTH AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

The following amendments are made to Article IX, Section 19 of the DECLARATION OF COVENANTS AND RESTRICTIONS, recorded in Official Records Book 831, Page 096, *et. seq.*, of the Public Records of Seminole County, Florida (additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

ARTICLE IX

GENERAL RESTRICTIONS

...

Section 19. Leasing and Rentals. Any Owner of a Lot or Living Unit shall be entitled to rent or lease such property, subject to the following provisions, which shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement:

...

- (9) All leases or rental agreements must provide and contain (and if they do not, shall be deemed to provide and contain) the terms and provisions set forth in (a) through (f) immediately below, which shall in all respects take precedence over any and all other terms and provisions in the lease or rental agreement:

...

- (f) The Association shall have the right to recover and be entitled to damages, terminate any lease or rental agreement, evict (or require the Owner(s) to evict) any tenant(s) or lessee(s), and obtain injunctive relief for any violation of the Governing Documents and State Law by the tenant(s) and/or lessee(s) of such Owner(s). Should the Association opt to proceed with evicting any tenant or lessee, predicated on any violation or infraction of Governing Documents, as determined in the sole unfettered discretion of the Board, such tenant or lessee shall permanently vacate the Residential Unit within ~~thirty (30)~~ fourteen (14) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), tenant(s) and/or lessee(s). Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to the address of such Residential Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot or Living Unit, and such notice to

the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the Lot Unit. All notices provided for by this item (f) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage;

- (10) The initial guidelines for review, and approval or disapproval, of any and all proposed leases or rental agreements shall be as follows:

...

- (f) If any tenant and/or lessee, or proposed tenant and/or lessee, misrepresents any information on his or her lease or rental agreement and/or in any documentation supplied to the Association in connection with the proposed lease or rental, then the Board, at any subsequent date, may, in its sole unfettered discretion, terminate any such lease or rental agreement as may have been approved or been deemed approved. Upon such event the tenant and/or lessee shall permanently vacate the Lot or Living Unit within ~~thirty~~ ~~(30)~~ fourteen (14) days of delivery of written notice by the Association as provided for hereafter to the Owner(s), tenant(s) and/or lessee(s). Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s), shall be provided to the address of such Lot or Living Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot or Living Unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the Lot or Living Unit. All notices provided for by this item (f) shall be deemed delivered five days after same have been deposited and/or placed in the U.S. Mail with property postage.

- (11) The Owner(s) of a Lot or Living Unit so proposing to lease or rent such Lot or Living Unit hereby delegate and assign to the Association the non-exclusive power, right, and authority to evict their lessee(s) and/or tenant(s), on behalf of the Owner(s). If the lease or rental, or lease or rental agreement related thereto, is made without the approval of the Association or if lessee(s) and/or tenant(s) or Owner(s) violate any provisions of the Governing Documents or law, as determined in the sole unfettered discretion of the Board, then the Association shall have the right to:

- (a) cancel and terminate the lease and any lease agreement or rental agreement applicable thereto;
- (b) recover damages;
- (c) evict (or require Owner to evict) the tenant(s) and/or lessee(s) utilizing the summary procedures under Fla. Stat. §83.56 as if it were the landlord, and
- (d) obtain injunctive relief against the Owner(s), lessee(s) and tenant(s).

Should the Association opt to proceed with evicting tenant(s) and/or lessee(s), predicated on any violation or infraction of the Governing Documents or State Law, as determined in the sole unfettered discretion of the Board, such tenant and/or lessee shall permanently vacate the Residential Unit within ~~thirty (30)~~ fourteen (14) days of delivery of written notice by the Association as provided for hereafter. Such notice to the Owner(s) shall be provided to the address of the Owner as listed in the Association's official records, and such notice to the tenant(s) and/or lessee(s) shall be provided to address of such Residential Unit. Such notice to the Owner(s) shall be fulfilled by a single notice to any of the Owners of the Lot or Living Unit, and such notice to the tenant(s) and/or lessee(s) shall be fulfilled by a single notice to any of the tenant(s) and/or lessee(s) of the Lot or Living Unit. All notices provided for by this item (#12) shall be deemed delivered five (5) days after same have been deposited and/or placed in the U.S. Mail with proper postage.

Further, the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred in any such enforcement, as well as any action commenced with respect to same, whether or not a lawsuit or petition for arbitration or mediation by filed (including without limitation, attorneys' and paralegals' fees and costs upon appeal, and in bankruptcy) from the Owner(s), lessee(s) and/or tenant(s), jointly and severally. If such costs and attorneys' fees are not paid by the lessee(s), tenant(s) and/or Owner(s) within fifteen (15) days of demand therefor, such costs and attorneys' fees shall bear interest at the highest rate permitted by law. The obligation of the lessee(s), tenant(s) and/or Owner(s) to pay or reimburse the Association such costs and attorneys' fees will, if not paid within fifteen (15) days of demand therefor, give rise to a cause of action against the lessee(s), tenant(s) and Owner(s) pursuant to this Declaration, as amended, and the Association shall have the right to assess the owner(s) for such costs and attorneys' fees as provided for in this Declaration, as amended;

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