

Prepared by and
when recorded return to:
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INSTRUMENT#: 2020011841, O BK 27247
PG 1780-1784 01/09/2020 at 11:10:49 AM,
DEPUTY CLERK: ADELQUADRO Pat Frank,
Clerk of the Circuit Court Hillsborough County

**RESOLUTION OF HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY
ASSOCIATION, INC.
ADOPTING RULES AND REGULATIONS GOVERNING LEASING**

WHEREAS, Heritage Harbor Golf & Country Club Community Association, Inc. (“Association”) is a not for profit corporation duly organized and existing under the laws of the State of Florida which is responsible for the operation and management of Heritage Harbor Golf & Country Club and governed by the Amended and Restated Declaration for Heritage Harbor, as recorded at OR Book 12817, Page 1770, *et seq.*, of the Public Records of Hillsborough County, Florida, as amended and supplemented from time to time (“Declaration”).

WHEREAS, Article V, Section 7, of the Amended and Restated Articles of Incorporation of Heritage Harbor Golf & Country Club Community Association, Inc. authorizes the Association to adopt, alter, amend, and rescind reasonable Rules and Regulations from time to time, which Rules and Regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of the Articles of Incorporation;

WHEREAS, Section 5.2 of the Declaration authorizes the Association to establish from time to time Rules and Regulations restricting the number of tenants that may reside in a Home, the minimum length of leases and the number of leases that may be entered into each year with respect to each Home; and

WHEREAS, the Association wishes to adopt uniform Rules and Regulations with respect to the leasing of Homes in the community;

NOW, THEREFORE, it is hereby resolved as follows:

1. The foregoing recitals are true and correct;
2. The Board of Directors hereby approves and adopts the Rules and Regulations Governing Leasing in the form attached to this Resolution as **Exhibit A**;
3. The Rules and Regulations Governing Leasing are meant as a supplement to, and not a replacement of, provisions in the Association’s Declaration, Articles of Incorporation, and Bylaws. To the extent any provision of the Rules and Regulations Governing Leasing conflicts with provisions set forth in the Declaration, Articles of Incorporation, and Bylaws, the Declaration, Articles of Incorporation, and Bylaws shall prevail.

IN WITNESS WHEREOF, the Board of Directors of Heritage Harbor Golf & Country Club Community Association, Inc., at a duly noticed meeting of the Board of Directors at which a quorum was present, held on the 26th day of NOVEMBER, 2019, in the manner required by the Association's governing documents, has adopted the foregoing resolution upon motion made by JEFF WITT and seconded by MICHAEL DICKEY and passing with a vote of 3 in favor and 0 opposed.

Witnesses:

Kathy Costello

Print Name: Kathy Costello

Betty Kubick

Print Name: Betty Kubick

Heritage Harbor Golf & Country Club
Community Association, Inc.

By: [Signature]

Print: GERALD KUBICK

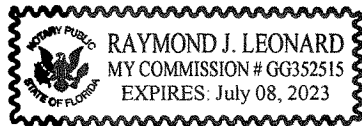
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

20 The foregoing instrument was acknowledged before me this 2ND day of JANUARY, 2019 by GERALD KUBICK as VICE PRESIDENT of the Heritage Harbor Golf & Country Club Community Association, Inc., who is personally known to me or has produced _____ as identification,

[Signature]

NOTARY PUBLIC
Print Name: RAYMOND J. LEONARD
My Commission Expires: JULY 08, 2023



<Remainder Intentionally Left Blank, Exhibit A to Follow>

EXHIBIT A

In the proposed amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by an underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.

Rules and Regulations Governing Leasing of Heritage Harbor Golf & Country Club Community Association, Inc.

The following Rules and Regulations have been promulgated by the Heritage Harbor Golf & Country Club Community Association, Inc. Board of Directors (the "Board") pursuant to the authority granted by Section 5.2 of the Amended and Restated Declaration for Heritage Harbor, as recorded at OR Book 12817, Page 1770, et seq., of the Public Records of Hillsborough County, Florida, as amended and supplemented from time to time ("Declaration").

Leasing of Homes:

1) Definition(s):

- a) "Leasing", for purposes of these Rules and Regulations, is defined as occupancy, whether pursuant to a verbal, electronic or written agreement, of a Home, which includes, but is not limited to, the Lot, house and appurtenant Common Area access, by any person or persons, other than the Owner or the Owner's Immediate Family, for which the Owner receives any consideration or benefit, including, but not limited to, a fee, money, goods, service, gratuity, or emolument. Leasing shall include any sublease or assignment of lease. The term "leasing" and "renting" shall be used interchangeably for the purpose of these Rules and Regulations.
- b) "Immediate Family", for purposes of this Declaration, is defined as the mother, father, husband, wife, domestic partner, children, step-children, grandchildren, brothers and sisters of the Owner.

2) General:

- a) Homes may be rented only in their entirety. No single rooms or other fraction or portion of a Home constituting less than the entire Home may be leased, nor shall any Home, or portion thereof, be used for operation of a boarding house, daily, weekly, or short-term rental or similar accommodation for transient tenants.
- b) All leases shall be in writing and shall be for a term of no less than seven (7) months, except with the prior written consent of the Board of Directors. No Home may be leased or rented more than three (3) separate times in any given calendar year without specific written permission of the Board of Directors.
- c) No more than two (2) persons per bedroom shall be allowed for each lease without specific written permission of the Board of Directors.

- d) The Owner shall provide a copy of the lease to the Association at least ten (10) days before the lease commences along with a lease registration fee of \$25.00. The Owner shall supply the Association with the names and age of each tenant and individual that will be residing in the Home subject to the lease and will advise the Association regarding any changes. The Owner must make available to the lessee copies of the Declaration, the Bylaws, and the Rules and Regulations and all tenants and residents 18 years or older must acknowledge receipt of such documents, in writing. The Board of Directors may adopt additional reasonable rules regulating leasing, subleasing and assignments including, but not limited to, the form of the lease and tenant background requirements.
- e) The Owner shall register each lessee with the Association. The Owner and each lessee shall sign a Clubhouse Release Form wherein the Owner relinquishes his or her rights to use the Clubhouse and the lessee agrees, among other things, to abide by the Association's Declaration, Bylaws, and Rules and Regulations.
- f) These Rules and Regulations shall apply to all leases entered into subsequent to the recording date in the Official Records of Hillsborough County, Florida, so long as the owner properly registers the lease with the Association. Any lease in force at the date of recording of these Rules and Regulations shall continue in force until expiration of its term. Thereafter, these Rules and Regulations shall apply to all renewals, amendments of an existing lease or new leases. To properly register the lease with the Association, the Owner shall provide the Association a copy of the lease and the date the lease was entered along with the names and ages of all individuals residing in the unit under the lease.

3) Lease Provisions:

Any lease of a Home in the community shall be deemed to contain the following provisions, whether or not expressly therein stated, and each Owner, Tenant and resident covenants and agrees that if such language is not expressly contained therein, then such language shall be deemed incorporated into the lease by existence of this covenant and the lessee, by occupancy of the Home, agrees to the applicability of this covenant and incorporation of the following language into the lease:

- i) Compliance with Declaration, Articles of Incorporation, Bylaws and Rules and Regulations (collectively "Governing Documents"). The lessee agrees to abide and comply with all provisions of the Governing Documents. The Owner agrees to cause all occupants of his or her Home to comply with the Governing Documents. The Owner is responsible for all violations of the Governing Documents, as well as all losses or damages caused by such occupants, notwithstanding the fact that such occupants of the Home are fully liable and may be subject to a penalty for any violation of the Governing Documents.
- ii) In the event that the lessee or a person living with the lessee violates the Governing Documents for which a fine is imposed, such fine shall be assessed against the lessee

and the Owner, jointly and severally. Any lessee charged with a violation of the Governing Documents is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other penalty.

- iii) Any violation of the Governing Documents is deemed to be a violation of the terms and conditions of the lease and authorizes the Owner to terminate the lease without liability and to evict the lessee in accordance with Florida law. The Owner hereby delegates and assigns to the Association, acting through the Board of Directors, the power and authority of enforcement against the lessee for breaches resulting from the violation of the Governing Documents, including, but not limited to, the power and authority to evict the lessee on behalf of and for the benefit of the Owner, in accordance with the terms of these Rules and Regulations. Unless exigent circumstances exist, the Association, prior to exercising its rights under this paragraph, shall provide notice to the Owner and an opportunity, within fourteen (14) days from the date of the notice, for the Owner to terminate the lease and evict the lessee. In the event that the Association proceeds to evict the lessee, all reasonable expenses and costs of whatever nature associated with the eviction, including attorney's fees and court costs, shall be considered an expense of the Association in performing its duties and obligations or exercising its rights or powers under the Governing Documents and therefore recoverable from the lessee and the Owner.

- iv) The Owner, on behalf of themselves, their agents, successors and assigns, agrees to indemnify and hold the Association (including its officers, directors, employees and agents), harmless and indemnify the Association (including its officers, directors, employees and agents) from any and all liability, including, but not limited to, reasonable attorneys fees, arising from any claim, demand or action, of whatsoever kind or nature, the lessee or any resident, occupant, guest or invitee of the lease makes or claims against the Association (including its officers, directors, employees and agents).