

**PROPOSED AMENDMENT  
TO  
THE DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS FOR TOWNHOMES OF SUMMERFIELD**

It is proposed that Section 21 of Article IX of the Declaration shall be amended to read as follows:

Section 21. Leasing. An Owner shall have the right to lease or rent his Lot and Dwelling, subject to the prior approval of the Association and as provided herein.

Anyone acquiring title to a Lot may not rent said Lot or any structure located therein until after the owner has owned the Lot for a period of not less than two (2) years from the date of acquiring said Lot, this restriction on renting shall not apply to the Association taking title through foreclosure or a Deed in Lieu of Foreclosure.

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Only a maximum of 30% of the units may be leased. If the total number of units rented has exceeded the maximum, owners may request to be added to a first come, first serve waiting list to lease the unit. Owners will be informed when the unit is eligible for lease. A change in leasee requires that a unit be added to the waiting list. Owners of units prior to the date of passage of this amendment are exempt from this maximum cap until the unit is sold.

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No Lot or Dwelling may be leased within the Townhomes of Summerfield community, until such time as a Rental Application, in a form approved by the Association, has been provided to the Association at (10) business days prior to the commencement of said lease. The Association shall be provided with a copy of each lease made as to any Dwelling, prior to the occupancy of such Dwelling by the tenant.

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There shall be a non-refundable \$150.00 Rental Application fee per named applicant paid to the Association for each Rental Application received by the Association. This fee covers the cost of conducting a background investigation and processing the application. There shall be a refundable security deposit, less damages, in the amount of \$250.00, payable to the Association at the time the Notice of Lease Application fee is paid.

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No leased may be renewed, until such time as a Rental Renewal Application, in a form approved by the Association, has been provided to the Association at ten (10) business days prior to the commencement of lease renewal date. The Association shall be provided with a copy of each Renewal lease made as to any Dwelling. Renewal documents must also be provided to the Association.

Owners must provide proof of property insurance for the unit during application and maintain insurance on the unit continuously. Renters must provide proof of renter's insurance during application and maintain insurance continuously.

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Only the entire Dwelling may be leased, and only the lessee, and his family, servants, and guests may occupy the Dwelling under authority of any lease. No Dwelling shall be occupied by more than two (2) persons for each bedroom in the Dwelling. No lease shall have a term of less than one (1) year and no Dwelling shall be leased more than two (2) times within any one (1) year period.

Renters must disclose the animals that will reside in the property by submitting a pet application. Additional/new pets cannot be housed without written approval from the Homeowners Association Board of Directors. Dogs require animal liability insurance during application and maintain insurance continuously.

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Such lease shall provide an undertaking on the part of the lessee to be familiar with and abide by this Declaration and any Rules and Regulations concerning the use of the Properties. The Association shall be provided with a copy of each lease made as to any Dwelling, prior to occupancy of such Dwelling by the tenant. No Dwelling may be leased until such lot is in good standing. Good standing shall mean that all assessments are current and that there are no outstanding or pending covenant violations.

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Owners leasing their Dwellings shall be fully responsible for any damage to the Common Area caused by the lessee and for such lessees' compliance with the terms of this Declaration and all rules and regulations promulgated by the Association. Any and all legal fees and expenses, including those incurred upon appeal, incurred by the Association in the enforcement of this restriction on leasing shall be paid by the Owner against whom these restrictions are enforced. There shall be a fine in the amount of \$100 per day for each continuing violation of this section, pursuant to and in compliance with Article VI, Section 7 of this Declaration. Said fine may be reduced or waived by the Board upon a showing of good cause. The Association has the right to initiate eviction for violations that have not been cured.

## REVISION HISTORY

Revision	Date	Description
1	?	Initial Draft
2	11/15/2023	Rewrite of Amendment
3	11/17/2023	Changes based on Legal Review
4	11/29/2023	Added right to evict; 10 days to perform application reviews; Lowered Rental to 20%
5	12/19/2023	Added language to Grandfather existing owners from Rental Cap; Raised Rental Cap to 30%