

CEDARBROOK PROPERTY OWNERS ASSOCIATION, INC.

Mailed: _____

Notice of Adoption

Dear Community Members:

The Board of Directors of CEDARBROOK PROPERTY OWNERS ASSOCIATION, INC. (the "Association") wanted to update the community adopted amendments that were just approved by the members and/or Board at meetings held on July 25, 2024, and reconvened to July 9th, 2024. On that date the Association's applicable voting interests adopted the proposed amendments to: Sections 3.4, 12.4.3, and 12.22 of the Declaration. These adopted amendments were recorded in the Public Records of Hillsborough County, Florida at Instrument #: 2024380664.

These amendments are shown below:

NOTE: Additions indicated by underlining; Deletions indicated by ~~strike throughs~~

Adopted amendment to 3.4 of the Declaration:

3.4 Rentals. From time to time, the Declarant and/or Builders may market and/or sell Homes in CEDARBROOK to investors or to buyers who may not occupy their Homes as their primary residence. In addition, the Declarant and/or Builders may own Homes within CEDARBROOK and may lease such Homes to occupants. Consequently, Homes in CEDARBROOK may be leased to or occupied by persons other than the record title owner of such Home as long as all other covenants are followed within this Declaration. Notwithstanding anything contained herein to the contrary, there are no restrictions in this Declaration that ~~(i) limit the total number of Homes in CEDARBROOK that can be leased; (ii) require the record title owner of a Home to reside in the Home as a primary or secondary residence; or (iii) require the record title owner of a Home to occupy the Home for a specified period of time before such record title owner can rent it to a third party.~~ Notwithstanding anything contained herein to the contrary, to the extent a Builder owns any Home(s) within CEDARBROOK which are then leased to or occupied by persons other than such Builder, then in such event the Builder shall no longer be deemed a "Builder" but shall be deemed an "Owner" hereunder and the "Owner" of such Lot and Home for purposes of this Declaration, commencing with the rental of the Home for occupancy by a Lessee in exchange for the payment of rent. At such time as a Builder is no longer deemed a "Builder" as provided in the foregoing sentence, with respect to Homes owned and rented by it, all rights and exemptions granted to Builders hereunder shall cease with respect to such Lot and Home, the Lot shall not be deemed a "Spec Lot" for purposes of this Declaration, and such former "Builder" shall be treated as any other "Owner" for purposes of payment of Assessments.

Adopted amendment to 12.22 of the Declaration:

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided by the Owner to the Association no later than five (5) days after ~~of~~ the full execution of such Lease Agreement. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship; provided, however, that if a Lessee defaults under its Lease Agreement and the Owner terminates such Lease Agreement on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new Lessee under a new Lease Agreement (for a term of at least one (1) year), and such new tenancy shall not count as an additional lease for the specified period. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. Each Owner is responsible and liable for all violations and losses caused by such Lessees or occupants, notwithstanding the fact that such Lessees are also fully liable for any violation of the Declaration or Rules and Regulations. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the

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Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligation under this Section, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an Individual Assessment. The Owner will be jointly and severally liable with the Lessee to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of CEDARBROOK or to pay any claim for personal injury, death or damage to property caused by the act or omission of such Lessee or its guests, family members or occupants: Individual Assessments may be levied against the Lot for any such amounts. All Lease Agreements shall require the Home to be used solely as a private single-family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. Sub-leasing is strictly prohibited, and the Lessee under any Lease Agreement must be the occupant of the Home. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Lot Owners are prohibited from renting Lots as short-term rentals, or even posting Lots on any peer-to-peer online marketplace or homestay networks, including but not limited to Airbnb or VRBO; any violators of this provision shall be barred for twelve (12) months from the authority to rent any Lots to a third party. Any occupant, who is not the Owner, who resides within in a Lot that is posted to a peer-to-peer online marketplace or homestay network, including but not limited to Airbnb or VRBO, shall automatically be deemed unapproved tenants under this Declaration. The following provisions shall also be applicable with regards to Lots, rentals, and tenancies, and only apply to all new owners acquiring title to property after the recording of this amendment, while all prior owners shall be considered grandfathered into the old language of Declaration:

- A) All new title owners who acquire title after the recording of this amendment shall be prohibited from renting their Lot for one (1) year after acquiring title.
- B) Rentals shall be capped in the community at five (5%) percent of the community, and the Board is authorized to establish a wait list to be administered by the Board for owners wanting to rent after the cap is hit. However, this provision shall not apply to current owners at the time of recording of this amendment, as they shall be grandfathered into the old Declaration and not prohibited from renting even if the rental is hit. However, all new owners shall be barred from renting in the community, after the recording of this amendment, if at least five (5%) percent or more of the community in total is identified as rented in the Association.

OWNER NOTE: The rental cap and 1 year wait period shall only apply to new owners who bought after the recording of the amendment.

Adopted amendment to 12.4.3 of the Declaration:

12.4.3. Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (AN), boats (or other watercraft), trailers, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within CEDARBROOK except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.), or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, ~~however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section.~~ No vehicles displaying commercial advertising shall be parked within the public view. Additionally, "work vehicles" shall be permitted on owner driveways, as long as they are no considered commercial under the Florida Statutes and if they can fit within a driveway completely, in accordance with the new Legislative requirements under the Florida Statutes (2024). However, at no time is it permissible for vehicles to be kept in public view that are not properly maintained, and have severe damage that is visible, including but not limited to missing bumpers, missing doors, broken windows, and extensive visible rusting. The Board may grant a temporary variance to allow time for a vehicle to be removed for repair after an accident, but the vehicle must be removed within a reasonable period of time to be determined by the Board. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within CEDARBROOK. For any Owner who drives an automobile issued by the County or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces within the community or any paved surfaces forming a part of the Common Areas or Public Facilities (if any).

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Additionally, no ATV or mini motorcycle may be parked or stored within CEDARBROOK, including on any Lot, except in the garage of a Home. The Board of Directors may promulgate reasonable rules and regulations relating to golf carts, including but not limited to use, prohibition, storage, and parking. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents.

OWNER NOTE: Owners can now park their work vehicles in the driveways. Please make sure there no oversized vehicles in the community, they should be able to fit within the driveway and not cross over onto the sidewalks. There is no need to park these work vehicles on the street, so please park them on your driveway so the roads are cleared up.

Thank you for your time, and we encourage you to attend the Association's meetings, present your ideas, join our committees, and help improve our community. We appreciate your cooperation to better our community.

Sincerely,

Board of Directors