

Ninth Amendment - to amend Article VI - USE OF PROPERTY, of the Declaration of Covenants and Restrictions, of Buenaventura Lakes Subdivision, Unit 4, Marbrisa Villas to clarify and adopt certain specific restrictions as to leasing.

Article ~~IV~~<sup>VI</sup> of the Declaration of Covenants and Restrictions is hereby amended to add new Sections 6 & 7 to read as follows:

ARTICLE VI - USE OF PROPERTY

Section 6: Leasing

A. After obtaining the approval of the Association required by this Declaration, entire Living Units may be rented. The lease of a Living Unit shall not discharge the owner thereof from compliance with any of his obligations and duties as an owner. All of the provisions of this Declaration, its Articles of Incorporation, the ByLaws, and the Book of Resolutions of the Association pertaining to use and occupancy shall be applicable and enforceable against any Lessee occupying a Living Unit to the same extent as against a Living Unit Owner. A covenant upon the part of each Lessee to abide by said use and occupancy restrictions and designating the Association as the Living Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of a violation by the Lessee of such covenant, shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. No Living Unit may be used for transient or hotel purposes, nor may any Living Unit be rented for a term of less than six (6) months.

B. "Occupant" for purposes of this Section shall be defined to mean any person who physically resides at a Living

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Unit for more than thirty (30) consecutive days or more than sixty (60) days per year, whether consecutive or nonconsecutive, "lessee" for purposes of this Section shall be defined to mean:

(1) any occupant who is in possession of a Living Unit when the Owner thereof is not present; and or

~~(2) any person giving any consideration for the rental~~  
or use of a Living Unit or any person who exchanges anything of value for the use of a Living Unit.

Section 7: Lease and Conditions.

A. Lease or Sublease. No Owner may dispose of a Living Unit or any interest therein by lease or sublease without the approval of the Association.

B. Approval by Association. The approval of the Association which is required for the lease or sublease of a Living Unit shall be obtained in the following manner:

(1) Notice to Association. A Living Unit Owner intending to make a bona fide lease or sublease of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease or sublease.

(2) Failure to Give Notice. If the Notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring possession of a Living Unit, the Association at its election and without notice may approve or disapprove the lease or sublease. If the Association disapproves the lease or sublease, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(3) Certificate of Approval. Within thirty (30) days after receipt of written notice and information, the Association shall either approve or disapprove the proposed lease or

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sublease. If approved, the approval shall be stated in a certificate executed by the President or Secretary of the Association or the Association's managing agent, in non-recordable form, and delivered to the Living Unit owner.

(4) Disapproval by Association. If the Association shall disapprove a lease or sublease of a Living Unit, the Living Unit Owner shall be advised of the disapproval in writing, by hand delivery, certified mail or registered mail and the lease shall not be made. If the proposed lessee is in possession of the Living Unit at the time the lease is disapproved, the Owner shall take all necessary action to remove the Lessee from the Living Unit within five (5) days from the date the Owner is advised of the disapproval, including, without limitation, instituting all necessary legal action.

(5) If the Association shall fail to approve or disapprove a lease or sublease in the manner provided hereinabove, the proposed lease or sublease shall be deemed to have been approved and the Owner shall be entitled to a Certificate of Approval from the Association.

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