

**PROPOSED AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR THE FIDDLERS MARSH SUBDIVISION**

*Rationale: Current language in our covenants may not provide sufficient deterrent to Short Term Rentals. Passage of this new covenant would give Fiddlers Marsh HOA strong standing against any new owner, purchasing after this covenant is recorded, who wishes to put a dwelling into short term rental status. The addition of substantial fines also improves the ability of the HOA to enforce the covenant.*

**It is proposed to amend the Declaration by adding Section 46, as follows:**

**46. LEASING**

Leasing of Lots shall be governed by the following provisions:

(A) For the purposes of this Declaration, the following terms shall have the following meanings:

“Leasing” shall mean the exclusive occupancy of a Lot by any person or persons other than the Owner for which the Owner (or the Sub-landlord in the case of a sublease,) receives any consideration or benefit, including, but not limited to, a fee, service or gratuity. The occupancy of a Lot by any person or persons other than the Owner shall not be considered a lease as long as the Owner is also residing on such Lot, at all times, with such person or persons.

“Lot” shall mean any residential building lot as shown on the plat of Fiddlers Marsh Subdivision and shall also include any dwelling located thereon.

(B) No Lot may be leased or subleased for a term of less than six (6) months. The advertising of a Lot for lease for a term of less than six (6) months through any print, video or digital media (including, but not limited to, VRBO, Airbnb or similar, online short term rental service) is strictly prohibited.

(C) Lots may be leased only in their entirety. No fraction or portion of any Lot may be leased.

(D) No lease may allow for more than three (3) legally unrelated individual Lessees or occupants per Lot. The maximum overnight capacity of each leased Lot shall not exceed two (2) persons per bedroom, plus two (2) additional persons. The hosting of overnight events such as weddings, parties or similar gatherings consisting of more than the maximum overnight capacity of each leased Lot is prohibited.

(E) Any Owner leasing his or her Lot shall provide to the Board of Directors, in writing, the following information prior to the commencement date of the lease:

- (i) the commencement date and term of the lease;
- (ii) the names of all individuals who will reside at the Lot;
- (iii) the make, model, color and license plate number of all vehicles owned or used by the occupants of the Lot.

(F) Each Owner leasing his or her Lot shall give a copy of the Declaration of Covenants, Conditions, Easements and Restrictions for the Fiddlers Marsh Subdivision (the “Declaration”), and all recorded amendments, as well as any and all Policies, Rules and Regulations adopted by the Board of Directors of the Association to each tenant.

(G) All leases of Lots shall be deemed to contain the following provision, whether or not expressly therein stated: All tenants and occupants of a Lot shall comply with all provisions of the Declaration, all recorded amendments thereto, and any and all Policies, Rules and Regulations adopted by the Board of Directors of the Association.

(H) Notwithstanding anything contained in the Declaration or in the Bylaws of the Association to the contrary, the Board of Directors shall have the authority to impose monetary fines of up to \$500 per day for violations of this Section 46. No fines may be imposed unless and until the Board provides written notice to the Owner of the violation and the violation has not been cured within forty-eight (48) hours after the date of such notice (or within such longer period of time that the Board, in its sole discretion, agrees to allow). However, notice of a particular violation must be sent only once to the violating Owner before the Board may impose daily fines for a recurring violation.

VOTE:

\_\_\_\_\_ YES, I vote for the amendment

\_\_\_\_\_ NO, I do not vote for the amendment

Lot Number (or address): \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_