I#: 2021211834 BK: 21599 PG: 2337, 06/25/2021 at 04:18 PM, RECORDING 3 PAGES \$27.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY

DEPUTY CLERK: CLK100797

PREPARED BY AND RETURN TO: Cianfrone, Nikoloff, Grant & Greenberg, P.A. 1964 Bayshore Boulevard, Suite A Dunedin, FL 34698

## CERTIFICATE OF AMENDMENT

TO

## DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS WOODS LANDING TOWNHOMES UNIT ONE

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members held on June 15, 2021, by the approval of a majority of the total voting members, the Declaration of Covenants and Restrictions for Ease Lake Woodlands Woods Landing Townhomes Unit One, as originally recorded in O.R. Book 5701, Page 2023, et seq. and revitalized by that certain Notice of Revitalization of the Declaration of Covenants and Restrictions for East Lake Woodlands Woods Landing Townhomes Unit One, recorded at O.R. Book 18567, Page 120 et seq., all of the Public Records of Pinellas County, Florida be, and the same is hereby amended as follows:

The Declaration of Covenants and Restrictions for East Lake Woodlands Woods Landing Townhomes Unit One is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants and Restrictions for East Lake Woodlands Woods Landing Townhomes Unit One"

IN WITNESS WHEREOF, EAST LAKE WOODLANDS WOODS LANDING TOWNHOMES UNIT ONE ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 24th day of 2021.

EAST LAKE WOODLANDS WOODS
LANDING TOWNHOMES UNIT ONE
ASSOCIATION, INC.

By: Suc Apple Lead President
Printed Name

(Corporate Seal)

ATTEST:

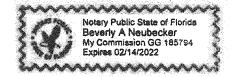
Printed Name

STATE OF FLORIDA

COUNTY OF PINELLAS

ecretary

The foregoing instrument was acknowledged before me by means of [ ] physical presence or online notarization. this A4th day of 2021. Suc Anne Luch as President and Secretary, of EAST LAKE WOODLANDS WOODS LANDING TOWNHOMES UNIT ONE ASSOCIATION. INC., and are personally known as identification.



## SCHEDULE OF AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS WOODS LANDING TOWNHOMES UNIT ONE

## ADDITIONS INDICATED BY <u>UNDERLINE</u> DELETIONS INDICATED BY <u>STRIKE THROUGH</u> OMISSIONS INDICATED BY ELLIPSIS....

1. Article II, Restrictions, Section 2.38, Occupancy Limitations of the Declaration is amended to read as follows:

Section 2.38 - Occupancy Limitations. In the case of a lease or rental of a residence, all such leases or rentals shall be for a minimum of six (6) months plus one (1) day. No residence shall be leased or rented more than two (2) times in any twelve (12) month period. Beginning January 1, 2019, no residence may be leased or rented unless the Owner has owned the Unit for at least one (1) year. The purpose of these restrictions is to encourage stable residency within the community and avoid transient occupancy. In order to ensure the integrity of this provision, where any residence is to be occupied by a person in the absence of the Owner, except for occupancy by the immediate family of the Owner (parents, children, brothers, sisters and their immediate family, proof of which shall be provided to the Association upon request) no residence may be occupied by any person or persons staying overnight within the residence more than thirty (30) days in any twelve (12) month period. In the case of immediate family occupying the residence in the absence of the Owner, no limit shall be imposed upon the occupancy. Where the Owner(s) is in the residence, there shall be no limit on occupancy by guests. In the case of a rental or lease, no occupancy in the absence of the tenant or lessee disclosed to the Association shall be permitted at any time. No more than ten (10%) percent of the homes may be leased at any one time. In the event that ten (10%) percent of the homes are leased at any one time, the Board of Directors shall create a waiting list and additional Owners shall next be entitled to lease their homes based upon a first come-first served basis. Homes foreclosed by the Association shall be exempt from this lease cap and shall not be included in the numerator or denominator in any calculation of the lease cap.

In addition to the above, homes may not be leased without the prior approval of the Association. The Owner shall notify the Board of Directors, in writing, of an intent to lease or an intent to renew an existing lease on such forms as the Board may require; the Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct a criminal background check, but shall not be obligated to do so. In connection with running a criminal background check, the Association shall be entitled to any information necessary for same. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed leases and occupancies from time to time.

The Board of Directors may disapprove a proposed lease or occupancy based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for

failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- (i) Conviction of any violent, theft or drug related crime, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the Community;
- (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iii) Providing false or incomplete information in connection with an application; or
- (iv) Status as a registered sex offender or sexual predator listed in any state or federal sex offender registry or equivalent thereof.

Each Owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Association's governing documents against a tenant and/or occupant and their guests and invitees. The Association shall have the authority to evict any persons from a Lot for violation of any provision of the governing documents as an agent of the Owner, pursuant to Chapter 83 of the Florida Statutes. The Owner shall cooperate with the Association in any manner necessary to effectuate the eviction and Owner shall be solely responsible for any and all costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant under the provisions of Chapter 83 of the Florida Statutes.