

PREPARED BY AND RETURN TO:  
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REC'D DEC 03 2018

KEN BURKE, CLERK OF COURT  
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**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 October 16, 2018, by the approval of a majority of the total voting members, the Declaration of Covenants and Restrictions for East 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 13<sup>TH</sup> day of November, 2018.

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

(Corporate Seal)

ATTEST:

[Signature]  
Cari Kearney, Secretary  
Printed Name

By: [Signature]  
James Irwin, President  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2018 by James Irwin, as President, and Cari Kearney, as Secretary, of EAST LAKE WOODLANDS WOODS LANDING TOWNHOMES UNIT ONE ASSOCIATION, INC. They are personally known to me or have produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC



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**SCHEDULE OF AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS LANDING  
TOWNHOMES UNIT ONE**

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~

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1. Article II, Restrictions, Section 2.07, Unit Plates, of the Declaration shall be amended to read as follows:

Section 2.07 – Unit Plates. A plate showing the number of the unit shall be placed on each unit; ~~and, at the option of the Owner, a nameplate showing the name of the Owner may also be placed on such Unit. However, the size, location, design, style, and type of material for each such plate shall be first approved by Developer.~~

2. Article II, Restrictions, Section 2.08, Window Air Conditioners and Fans, of the Declaration shall be amended to read as follows:

Section 2.08 – Window Air Conditioners and Fans. Unless the prior approval of developer has been obtained, no window air conditioning units, window fans, or exhaust fans shall be installed ~~in any side of a Unit which faces an Access Way, or any property owned by Developer which is adjacent to the Land.~~

3. Article II, Restrictions, Section 2.09, Signs, of the Declaration shall be amended to read as follows:

Section 2.09 – Signs.

(a) Except as otherwise permitted herein or permitted under Chapter 720 Florida Statutes, no sign of any character shall be displayed or placed upon any Lot. Developer may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

~~(b) Nothing contained in these Covenants shall prevent Developer, or any person designated by Developer, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as Developer may deem advisable for development purposes, including construction of any improvements or structures thereon, provided such are in compliance with the appropriate governmental requirements or regulations applicable thereto.~~

4. Article II, Restrictions, Section 2.12, Animals, of the Declaration shall be amended to read as follows:

Section 2.12 – Animals. No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, or guineas shall be kept, permitted, raised or maintained on any Lot. No other animals, birds, or fowl shall be kept, permitted, raised, or maintained on any Lot, except as permitted in this section. Not more than two dogs, not more than two cats, and not

Exhibit "A"

more than six birds may be kept on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals or birds shall, in the sole and exclusive opinion of Developer, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Effective January 1, 2019 no bird may be obtained that would increase the total number of birds on a single Lot to more than two. The keeping of a dog or other pet on the Land is not a right of a Unit Owner but is a conditional license. This conditional license is subject to termination at any time by the board of directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Development. This license is subject to the following conditions:

- (a) A dog must be on a leash at all times when outside of the owner's Unit.
- (b) Because of the limited size of the grounds, a dog must not be curbed at any place on the Land.
- (c) Birds shall be kept caged at all times.
- (d) The pet owner shall be responsible for the immediate removal of all pet waste and the pet owner shall be subject to the imposition of fines for violation of this provision.

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5. Article II, Restriction, Section 2.32, Usage of Lake Parcels, of the Declaration shall be amended to read as follows:

Section 2.32 – Usage of Lake Parcels.

(e) No boats, rafts or floating objects of any kind ~~other than small row boats, small sail boats, and canoes, none of which shall be motor driven,~~ shall be brought or operated on any of said lakes, and no swimming shall be allowed in said lakes.

6. Article II, Restrictions, Section 2.33, Insurance, of the Declaration shall be amended to read as follows:

Section 2.33 – Insurance. In order to ensure ~~insure~~ that adequate funds are available ~~to insure so~~ that reconstruction, rebuilding, or repairing of Units is effected promptly and properly in accordance with the Declaration, the Association shall purchase ~~fire and extended coverage~~ property insurance insuring all buildings and improvements located within East Lake Woodlands Woods Landing Townhomes Unit One for the full insurable value, which insurance shall include public liability, and shall be paid by the Association. The Association shall follow the requirements as stated in Chapter 718.111 (11) Florida Statutes. The Association's property insurance shall exclude coverage of all items listed in this Section that are the responsibility of the Owners. All Owners shall be required to maintain property insurance for the interior of their Units up to the point of the inside of the unfinished drywall on the exterior walls, and the unfinished ceiling and floors. ~~and~~

Exhibit "A"

This interior insurance coverage maintained by all Owners shall include floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, window treatments including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Owners shall keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is and remains in full force and effect. This Section does not remove Owner responsibility for the normal maintenance, repair and or replacement of items as required under Section 6.02.

7. Article II, Restrictions, Section 2.38, Occupancy Limitations, of the Declaration shall be 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. ~~In addition,~~ 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 ~~this~~ 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.

8. Article III, Utilities, Section 3.01, Garbage, of the Declaration shall be amended to read as follows:

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Section 3.01 – Garbage. No garbage or trash incinerator shall be placed or permitted to remain on a Lot, or any part thereof. Garbage, trash and rubbish shall be removed from the Lot only by services or agencies previously approved in writing by Developer. The Owner shall keep and maintain on the Lot covered garbage containers in which all garbage shall be kept until removed from the Lot. Garbage and trash shall not be put out for pick-up ~~an excessive time prior to such pick-up~~ no earlier than the evening before the scheduled pick-up day and must be put away by the end of the scheduled pick-up day. Other than the time and place previously specified, garbage cans must be kept in courtyard.

9. Article V, Membership and Voting Rights, Section 5.01, Membership, of the Declaration shall be amended to read as follows:

Section 5.01 – Membership. Every Owner shall be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity, other than an Owner or Developer, may be a member of the Association; and a membership in the Association may not be transferred, except in connection with the transfer of title to a Lot; ~~provided, however, the foregoing shall not be construed to prohibit the assignment or membership and voting rights by an Owner who is a contract seller to his vendee in possession.~~

10. Article VII, Covenant for Assessments, Section 7.03, Maximum Annual Assessment, of the Declaration shall be amended to read as follows:

Section 7.03 – Maximum Annual Assessment. ~~Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall be \$909.00 per Lot, consisting of an annual reserve assessment of \$ 0 per Lot and an annual general assessment of \$909.00 per Lot.~~ **REC'D DEC 18 2018**

- (a) From and after July 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased each year not more than fifteen percent (15%) above the annual assessment for the previous year without vote of the membership of the Association.
- (b) From and after July 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment may be increased above fifteen percent (15%) by a vote of two-thirds of each class of members of the Association who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board may fix the annual assessment at an amount not in excess of the amounts set forth herein.
- (d) The reserve assessment shall be segregated from the general assessment and shall not be used for current operating expenses.