

PREPARED BY AND RETURN TO:
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**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM OF
EAST LAKE WOODLANDS CONDOMINIUM UNIT FOUR ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on October 20, 2016, by an affirmative vote of not less than 51% of the entire membership of the board of directors of the Association and by not less than 51% of the votes of the entire membership of the Association, the Declaration of Condominium of East Lake Woodlands Condominium Unit Four, as originally recorded in O.R. Book 4931, Page 1614, et seq., of the Public Records of Pinellas County, Florida be, and the same is hereby amended as follows:

The Declaration of Condominium of East Lake Woodlands Condominium Unit Four is hereby amended and entitled "Schedule of Amendments to Declaration of Condominium of East Lake Woodlands Condominium Unit Four."

IN WITNESS WHEREOF, EAST LAKE WOODLANDS CONDOMINIUM UNIT FOUR ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 10 day of November, 2016.

(Corporate Seal)

EAST LAKE WOODLANDS CONDOMINIUM
UNIT FOUR ASSOCIATION, INC.

ATTEST:

By: Leo Spooner
LEO SPOONER, President

Rosemarie Buscarello
ROSEMARIE BUSCARELLO Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 10 day of November 2016, personally appeared before me Leo Spooner, as President, and Rosemarie Buscarello, as Secretary, of East Lake Woodlands Condominium Unit Four Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

My Commission Expires:

Nichole R. Allard
NOTARY PUBLIC



**NICHOLE R. ALLARD
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF192447
Expires 1/25/2019**

**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
OF
EAST LAKE WOODLANDS CONDOMINIUM UNIT FOUR**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....**

1. Section 6, Assessments, Subsection 6.2, Interest; Application of Payments, of the Declaration shall be amended to read as follows:

6.2 Interest; Application of Payments. The portion of Assessments and installments of Association that are paid when due shall bear interest at the rate of ten percent per annum from the date when due, until paid. All payments upon account shall be applied first to late charges, if any, then to interest and then to the Assessment payment first due, and each and every Assessment payment due thereafter in chronological order. Assessments shall be due on the 1st of each month, and shall be deemed late if not paid by the 10th of the month in which the assessment is due. If payment is not received by the 10th of the month in which it is due, an administrative late fee in the amount of \$25.00 shall be assessed.

2. Section 11, Use Restrictions, Subsection 11.7, Children, of the Declaration shall be deleted in its entirety as follows:

~~11.7 Children. No Unit shall be occupied by any permanent resident less than 16 years of age, with the exception of any children of management personnel. It is not intended by this provision to restrict children visiting Unit but any visitation for a period of longer than 90 days in any one calendar year shall require the prior approval of the Association.~~

3. Section 11, Use Restrictions, Subsection 11.15, Leasing, of the Declaration shall be amended to read as follows:

11.15 Leasing. An Owner must be the record title holder for a period in excess of twelve (12) months prior to the Association authorizing any lease of the Owner's Unit. ~~After approval by the Association, as provided for herein, entire Units may be leased, provided the occupancy is by only one family. No transient tenants may be accommodated in any Unit. Transient tenants shall be deemed to be those occupying a Unit for 90 days or less.~~

Units may not be leased or occupied without the approval of the Association. All leases shall be for a term of twelve (12) months. Units may be leased for single-family residential use only. The proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws.

In order to maintain the residential, non-transient nature of the Community, not more than twenty (20%) percent of the Units shall be rented at any one time. In the event twenty (20%) percent of the Units are rented and an additional Owner desires to rent a Unit, the Association shall create a waiting list and establish reasonable policies and procedures relative to implementing the waiting list. The foregoing rental restriction shall not apply to the Association in the event the Association takes title to a Unit as a result of a foreclosure or by deed-in-lieu of foreclosure or similar method, and Units leased by the Association shall not count towards the cap.

An Owner shall, no less than thirty (30) days in advance of the proposed start date of the lease, 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 criminal and/or financial background check(s), but shall not be obligated to do so. In connection with running criminal and/or financial background check(s), the Association shall be entitled to any information necessary for same. The Board shall have the authority to consider an applicant's credit history, including, but not limited to the applicant's credit score and ability to pay rent without third party assistance, along with any other factors deemed relevant by the Board from time to time. 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) Prior criminal record, 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.

During the term of any lease, an Owner shall not be relieved of any obligations under the terms of the governing documents, and an owner shall be liable for the

actions of his tenants which may be in violation of the terms and conditions of the governing documents, any rules and regulations promulgated by the Association. Tenant(s), and their family members, guests, and invitees shall comply with all restrictions, rules and regulations of the Condominium. The Owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, By-Laws, and the rules and regulations against the tenant and the tenant's family members, guests, and invitees. The Association shall have the authority to evict the tenant for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, 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.

This section shall also apply to all Occupants of a Unit, which shall be defined as any person staying overnight in a Unit, with or without the presence of the Owner, more than thirty (30) days in a calendar year. Proposed Occupants must be approved by the Board, and may be required to complete an application in the same manner as a proposed tenant, including the charging of a fee in connection with a criminal and/or financial background check(s). This provision shall apply to Owners' family members or guests, with the intent being to provide the Board with authority to regulate Occupancy within the Association, regardless of whether a formal lease is executed.