

Prepared By and Return To:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR EAST LAKE WOODLANDS CLUSTER HOMES UNIT TWO

NOTICE IS HEREBY GIVEN that by at a duly called meeting of the members on December 7, 2017, by the affirmative vote of two-thirds of the members present, in person or by proxy, the Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Two, as originally recorded in O.R. Book 4609, Page 580 et seq. of the Public Records of Pinellas County, Florida, and the same is hereby amended as follows:

The Declaration of Covenants and Restrictions for East Lake Woodlands Cluster Homes Unit Two 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 Cluster Homes Unit Two."

IN WITNESS WHEREOF, EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT TWO, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 15th day of December, 2017.

(Corporate Seal)

ATTEST:

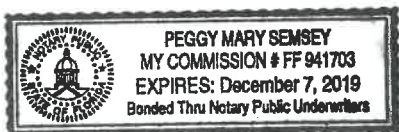
Judy Estes
JUDY ESTES Secretary
Printed Name

EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT TWO, INC.

By: Sharon Hinsley
Sharon Hinsley, President
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of December, 2017, by Sharon Hinsley, as President, and Judy Estes, as Secretary, of EAST LAKE WOODLANDS CLUSTER HOMES IMPROVEMENT ASSOCIATION UNIT TWO, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced IDA as identification.



Peggy Mary Semsey
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
EAST LAKE WOODLANDS CLUSTER HOMES UNIT TWO

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

1. ARTICLE II - RESTRICTIONS, Section 2.01 - Lots, of the Declaration of Covenants and Restrictions is hereby amended by adding an entirely new Subsection (a), Leasing Restrictions, Paragraph (i) to read as follows:

(a) – Leasing Restrictions. In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Land, the leasing of a Lot by any Owner shall be subject to the following provisions:

(i) Lease Term: A Lot shall not be leased for less than a six (6) month term except as authorized herein, and no more than two (2) leases shall be permitted within any given 12-month period of time, unless permission is granted in writing by the Board of Directors due to hardship as may be determined in the sole and absolute discretion of the Board of Directors. A Lot shall not be leased to more than one family and shall be used for single-family residential use only. “Single-family residential use” shall mean occupancy by a single housekeeping unit composed of one (1) person; two people no matter how related; or three (3) or more persons, all of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of the minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws. Maximum occupancy is two persons for each bedroom in the dwelling. Leases shall not be assignable; subletting shall not be allowed. A Lot shall not be leased, nor a lease renewed, without prior written approval by the Association, which approval shall not be unreasonably withheld. The Board of Directors shall have the sole discretion to deny a proposed lease or to deny renewal of an existing lease. The Association at the discretion of the Board of Directors may advise a Lot Owner that a lease is to be terminated during the lease term in the event the Association receives not less than three (3) written complaints regarding the lessee(s)' activities in violation of the Declaration or the Association's Rules and Regulations. The Association shall have the right to bring legal action to cause an Owner to terminate such lease and to force the lessee(s) to vacate the premises. The Owner shall be responsible for all costs and attorney's fees in the event the Association files suit related to such enforcement. The Owner shall submit a copy of the proposed lease agreement along with an

application with any and all information that the Board of Directors deems pertinent to the review, including but not limited to financial and criminal history of the proposed lessee and occupants, and the Association may require an application fee up to the maximum permitted by law. The application to renew an existing lease shall be forwarded to the Board of Directors not less than sixty (60) days prior to expiration of the lease term. The Association shall have the right to require that a uniform form of lease be used by all Owners. The approval of any lease shall not release the Owner from any obligations under this Declaration or other governing documents. All lessees shall provide that lessee(s) are fully bound by and subject to all of the terms and conditions of this Declaration and other governing documents of the Association, including, but not limited to any Regulations of the Association and to the extent the lease does not provide as such, it shall be deemed to incorporate this provision. The Owner shall be responsible for providing his or her lessee with a copy of the Declaration and other governing documents of the Association, including, but not limited to, any Regulations of the Association at his or her sole expense and the lessee shall sign an acknowledgement that he or she has received and reviewed a copy of these documents.

2. ARTICLE II - RESTRICTIONS, Section 2.01 - Lots, of the Declaration of Covenants and Restrictions is hereby amended by adding an entirely new Subsection (a), Leasing Restrictions, Paragraph (ii) to read as follows:

(a) – Leasing Restrictions. In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Land, the leasing of a Lot by any Owner shall be subject to the following provisions:

(ii) In order to maintain property values and assist proposed purchasers with the acquisition of mortgages and to maintain a congenial residential atmosphere within the community, leasing of Lots within the Community shall be limited to not more than ten (10) of the Lots at any one time. In the event that ten (10) of the Lots are leased at any one time and an additional Owner desires to lease his or her Lot, the Board of Directors shall create regulations and procedures for a waiting list to determine which Owner shall next be entitled to lease his or her Lot based upon a first come-first served basis. Association owned Lots shall be exempt from this lease cap and shall not be included in the numerator or denominator in any calculation of the lease cap.

3. ARTICLE II - RESTRICTIONS, Section 2.01 - Lots, of the Declaration of Covenants and Restrictions is hereby amended by adding an entirely new Subsection (a), Leasing Restrictions, Paragraph (iii) to read as follows:

(a) – Leasing Restrictions. In order to insure a community of congenial residents and occupants of the Lots and to protect the value of the Lots and further continuous harmonious development of the Land, the leasing of a Lot by any Owner shall be subject to the following provisions:

(iii) An Owner may not lease his or her Lot until the Owner has been in title for a period of at least twelve (12) months. No Owner may lease his or her Lot if any assessments or other monetary obligations (for purposed hereof, "monetary obligation" shall include but not be limited to fines and administrative costs) are due the Association, except that an Owner may be allowed to lease his or her Lot even where the Owner is delinquent in a monetary obligation due the Association on the condition that any and all rent payments be paid directly to the Association rather than the Owner until such time as all delinquent monetary obligations are brought current and the Association notifies the lessee in writing that the lessee may begin making payments of rent directly to the Owner. In the event an Owner becomes delinquent in a monetary obligation due the Association during the term of a lease, the Association may make written demand upon the lessee to pay all rent payments directly to the Association until such time as the delinquency is brought current and the Association notifies the lessee in writing that he or she may resume making payments directly to the Owner. In the event an Owner violates this provision or a lessee fails to make rental payments to the Association upon demand or continuously violates the Declaration or Regulations, the Association shall be entitled to act as the agent for the landlord and evict the lessee under Chapter 83, Fla. Stat., and/or bring an action for an injunction against the Owner. The Owner is responsible for the Association's costs and attorney's fees, including those incurred in appellate proceedings, in the event of violations or other legal action involving a lessee, if the Association is the prevailing party in such litigation or enforcement action and these amounts may be collected in the same manner as any other assessment pursuant to the provisions of Article VII of this Declaration.

Association owned Lots shall be exempt from the restrictions on leasing so as to allow the Board of Directors to exercise its business judgment when attempting to mitigate losses when an Association takes title to a Lot through foreclosure or by deed in lieu of foreclosure.

For purposes of maintaining the integrity of this leasing restriction, any Lot owned by a corporation, limited liability company, or any other fictitious entity or trust or in any other manner other than in the name of a natural person or persons shall be deemed to be leased unless documentation is provided to the Association to evidence an ownership interest in the entity by the individual occupying the unit or that the individual occupying the Lot is a beneficiary of the trust. Further, occupancy of a Lot in the absence of the record Owner for a period in excess of thirty (30) overnight stays within a six month period shall be deemed to be a lease unless the relationship between the Owner and the occupant is established and sufficient assurance, in the Board's sole and absolute discretion, is provided to the Association that there is no consideration being paid in exchange for occupancy of the Lot.

4. ARTICLE II - RESTRICTIONS, Section 2.19 – Corporate Ownership, of the Declaration of Covenants and Restrictions is hereby amended to read as follows:

Section 2.19 – Corporate Ownership. ~~Corporate owners, other than Developer, shall only permit the use of their Unit in accordance with Section 2.01(a) hereinabove. by its principal officers or directors or other guests; provided, however, that such corporate Owner shall sign and deliver to the Association a written statement designating the name of the party or parties entitled to use such Unit, and including provisions in favor of the Association, whereby such party or parties agree to comply with the terms and provisions of the Declaration and of the Regulations, and acknowledge that the party's or parties' right to use such Unit shall exist only so long as the corporation shall continue to be a member of the Association. Upon demand by the Association to any corporate Owner to remove any party given permission to use a Unit owned by such corporate Owner for failure of such user to comply with the terms and provisions of the Declaration and/or of the Regulations, or for any other reason, the corporate Owner shall forthwith cause such user to be removed, failing which, the Association, as agent of the Owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the Association shall be at the cost and expense of the owner who shall reimburse the Association therefor upon demand, together with such attorneys' fees as the Association may have incurred incident thereto.~~