Stephan C. Nikoloff, Esq.\* Tiffany A. Grant, Esq. Daniel J. Greenberg, Esq.

\*also admitted in PA

Joseph R. Cianfrone, Esq. Of Counsel

#### CIANFRONE, NIKOLOFF, GRANT & GREENBERG, P.A.

ATTORNEYS AT LAW

1964 Bayshore Blvd., Suite A Dunedin, Florida 34698 (727) 738-1100 Fax (727) 733-0042 www.attorneyjoe.com law@attorneyjoe.com Dan@attorneyjoe.com

July 24, 2019

#### VIA REGULAR MAIL

JUL 2 6 2019 Board of Directors

Woodlands Estates Association, Inc. c/o Management & Associates 720 Brooker Creek Blvd. #206 Oldsmar, Florida 34677

Re: Certificate of Amendment to Declaration

Dear Board Members:

Enclosed please find an original Certificate of Amendment to the Declaration recently recorded in the public records for the Association's review and records.

Please distribute a copy of the recorded document to the owners within East Lake Woodlands Unit One and place the original in the Association's official records.

If you have any questions, please do not hesitate to call.

Fon Daniel J. Greenberg, Esq.
70 AVOID OEURY

DJG:cmg Enclosures

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2019228801 07/19/2019 12:10 PM OFF REC BK: 20620 PG: 1889-1891 DocType:RST RECORDING: \$27.00

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

# CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS UNIT ONE

mist sittle woodshirts sittle sittle
NOTICE IS HEREBY GIVEN that pursuant to a vote at a duly called meeting of the members on, 2019 by the affirmative vote of a majority of the total number of voting interests, the Declaration of Covenants and Restrictions for East Lake Woodlands Unit One, as recorded in O.R. Book 4330, Page 984, et seq., and preserved by that certain Notice of Preservation regarding at O.R. Book 14027, Page 1868 et seq., all of the Public Records of Pinellas County, Florida, is hereby amended as follows:
The Declaration of Covenants and Restrictions for East Lake Woodlands 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 Unit One."
IN WITNESS WHEREOF, WOOLANDS ESTATES ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this
(Corporate Seal) WOODLANDS ESTATES ASSOCIATION INC.
Seff Fosbrook, Secretary  By: CHRISTOPHER WALD, President
STATE OF FLORIDA COUNTY OF PINELLAS
On this 9 day of July, 2019, personally appeared before me was to ever was, as President, and Jeff For Brook, as Secretary, of Woodlands Estates Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.
My Commission Expires:  DIANA K. SAVASTA  Notary Public - State of Florida  Commission # FF 225765  My Comm. Expires Aug 19, 2019

Bonded through National Notary Assn.

# SCHEDULE OF AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR EAST LAKE WOODLANDS UNIT ONE

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

- 1. ARTICLE II RESTRICTIONS, Section 2.11 Building Restriction Lines, of the Declaration, shall be amended to read as follows:
  - (d) No building, Detached Outbuilding, utility yard, hedge, fence, wall or any type or kind of permanent structure, or any part of any of same, shall be erected, placed or allowed in the area of any Building Plot abutting any Golf Course Parcel or Lake Parcel on the Land lying between the Rear Building Restriction Line and the rear or back of the Building Plot, except that an open-picket fence which extends not more than forty-two inches (42") above the surface of the ground and which conforms with and does not violate any provisions hereof may be erected, placed, or allowed in the area between the Rear Building Restriction Line and the rear or back line of the Building Plot.
- 2. ARTICLE II RESTRICTIONS, shall be amended by adding an entirely new Section 2.32 Leasing, to read as follows:
  - 2.32 Leasing. No dwelling may be leased during the initial twelve months of ownership. All leases shall be for a term of not less than twelve (12) months and no dwelling may be leased more than once in any given 12-month period, except as approved by the Board in instances of documented hardships. Owners intending to enter into or renew a lease agreement shall not do so without the prior approval of the Association.

Owners shall, no less than thirty (30) days in advance of the proposed start date of the lease or renewal 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. 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 lease renewal 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 based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- (i) Prior criminal convictions which indicate 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.

The Association shall have the authority pursuant to Chapter 83 of the Florida Statutes to evict as an agent for the owner any lessee for their failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association. This shall include the ability to evict any unapproved lessee. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the owner and/or the owner's lot and may be collected in the same manner as an assessment pursuant to Article IV of this Declaration.