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EARWATER

December 16, 2014

Louis Desantis Ameri-Tech Realty, Inc. 24701 U.S. Highway 19 North, Suite 102 Clearwater, Florida 33763

Re: RECORDED CERTIFICATE OF AMENDMENT

Eastwood Pines Association, Inc.

File No.: 10049-002

Dear Louis:

Please find the enclosed original Certificate of Amendment to the Declaration of Condominium of Eastwood Pines Phase I Condominium, which was recorded on December 10, 2014, in Official Records Book 18614, Pages 980-982, of the Public Records of Pinellas County, Florida. Please make this part of the official documents on file for the Association and disseminate to the members of the Association accordingly.

Thank you for the opportunity to assist the Association in this matter, and please do not hesitate to contact our office if you have any questions.

Sincerely,

Monique E. Parker

MEP/tg

Enclosures

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2014338973 12/10/2014 at 11:53 AM OFF REC BK: 18614 PG: 980-982 DocType:CONDO RECORDING: \$27.00

Certificate prepared by and return to: Rabin Parker, P.A. 28163 U.S. 19 North, Suite 207 Clearwater, Florida 33761 Amendment text prepared by: Eastwood Pines Association. Inc.

## CERTIFICATE OF AMENDMENT TO

# DECLARATION OF CONDOMINIUM OF EASTWOOD PINES PHASE I CONDOMINIUM F/K/A PINELLAS PINES PHASE I

I hereby certify that at a duly called meeting of the members of Eastwood Pines Association, Inc., (the "Association") held on November 10, 2014, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the amendments to Section 10, of the Declaration of Condominium of Eastwood Pines Phase I Condominium F/K/A Pinellas Pines Phase I attached hereto as **EXHIBIT A**, were prepared by the Eastwood Pines Association, Inc., and duly adopted by the membership. The Declaration of Condominium of Eastwood Pines Phase I Condominium F/K/A Pinellas Pines Phase I was originally recorded in Official Records Book 4095, Pages 565 et seq., Public Records of Pinellas County, Florida, and as subsequently amended.

IN WITNESS WHEREOF, the Eastwood Pines Association, Inc., has caused this instrument to be signed by its duly authorized officer on this & day of November, 2014. EASTWOOD PINES ASSOCIATION, INC. Signature of Witness #1 Printed Name of Witness #1 Signature of Witness #2 Lovis DeSants Printed Name of Witness #2 Printed Name and Title STATE OF FLORIDA **COUNTY OF PINELLAS** The foregoing instrument was acknowledged before me this day of Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced as identification. ADRIENNE HAYNES NOTARY PUBLIC

My commission expires: 9.18.15

STATE OF FLORIDA

Comm# EE120763 Expires 9/18/2015

### **EXHIBIT A**

## SCHEDULE OF ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF EASTWOOD PINES PHASE I CONDOMINIUM F/K/A PINELLAS PINES PHASE I

The following are proposed amendments to the Declaration of Condominium of Eastwood Pines Phase I Condominium F/K/A Pinellas Pines Phase I, originally recorded in Official Records Book 409, Pages 565 et seq., within the Public Records of Pinellas County, Florida, and as subsequently amended.

NOTE: New wording is underlined, deleted wording is stricken through, and \*\*\* indicates omitted text.

#### 10.6 Pets

- (a) Occupants shall have the right to maintain no more than two domesticated dogs or cats, (hereafter "pets") or combination thereof, in any Unit on the Condominium Property. All pets maintained on the Condominium Property shall weigh less than thirty (30) pounds at maturity. All pets are subject to the rules and regulations regarding pets as adopted by the Board of Directors from time to time.
- (b) All pets currently maintained in any Unit on the Condominium Property at the time of adoption of this Amendment shall be "grandfathered," and may remain in the Unit, regardless of size, type, or number of pets in a Unit. All grandfathered pets must be registered with the Association within thirty (30) days from the date of the adoption of this Amendment on a form available from the Association. Once a grandfathered pet dies or vacates the Unit on a permanent basis (this would include a lease of the Unit to another Occupant), the grandfathered pet will not be allowed to return.
- (c) All <u>pets</u> dogs, when not inside the <u>Unit</u> apartments, shall be on leashes <u>or in a pet</u> <u>carrier</u> and shall be attended by a responsible party. <u>Pets are not permitted in the pool, on the pool decks, or in any of the recreational facilities within the Condominium Property. No dogs or domestic <u>Pets animals</u> shall <u>not at any time</u> be tied up and left unattended <u>at any time</u> on any of the <u>eCommon eElements</u>. Any excrement deposited by a <u>pet dog</u> on the <u>eCommon eElements</u> shall be <u>immediately</u> removed by the attendant of that <u>pet dog</u> and disposed of in rubbish units provided by the Association. <u>Failure to pick up and promptly dispose of such excrement shall be prima fascia evidence that such pet is <u>causing a nuisance hereunder.</u></u></u>
- (d) In the event that the Board of Directors determines that any pet has become a nuisance due to barking, aggressive behavior, offensive odor, or other disturbances of the peaceful enjoyment of the Condominium Property by other residents, the Board may require that such pet be removed from the Condominium Property. Prior to a final decision regarding removal, the Board will provide the pet owner with notice and an opportunity for a hearing before the Board of Directors. The Board of Directors shall have the right to adopt additional rules and regulations relating to pets, and if If any ΘΩccupant shall violate any of these provisions, or and rules and regulations that may be adopted by

<u>the Board from time to time</u>, then the Association shall have the right to require that  $\Theta$  ccupant to remove the <u>pet dog or other domestic animal</u> permanently from the  $\Theta$  condominium  $\Theta$  roperty.

#### 10.9 Leasing

Only entire townhome <u>uU</u>nit may be leased. In the event of <u>uU</u>nit leasing, occupancy may only be by the lessee, family of lessee and guests. Any lease shall be subject to all covenants, conditions, restrictions, limitations, rules and regulations contained in the Declaration of Condominium and the By-Laws of the Association and separate rules and regulations of the Association. All leases must have a term of not less than one (1) year, and no transient tenants maybe accommodated.

Units shall be used and occupied only for single family residential purposes. The term "single family" shall be deemed to mean two (2) or more persons related by marriage or consanguinity, or nor more than two (2) persons who are unrelated subject to the following maximum occupants per  $\underline{\underline{u}}$  nits:

Type of unit Maximum Occupants
Two Bedroom Units four (4) persons
Three Bedroom Units six (6) persons

In the event that twenty percent (20%) of all the  $\underline{\underline{u}}$ \_nits located within are being a part of the Eastwood Pines Townhomes shall be released at any time, then there shall be no further leasing of the  $\underline{\underline{c}}$ \_ondominium  $\underline{\underline{u}}$ \_Nits by any  $\underline{\underline{u}}$ \_nit  $\underline{\underline{o}}$ \_wner which shall cause or result in the total number of  $\underline{\underline{u}}$ \_nits leased to exceed twenty percent (20%) of the total number.

After the effective date of this amendment, no Unit may be leased or rented by a new Owner who acquires title to any Unit during the first year (365) days following transfer of the title to a Unit. Any occupancy of a Unit during this period shall be by a bona-fide Owner only. For the purpose of this restriction, a "bona-fide Owner" is defined as an individual that owns at least two-thirds (2/3) of the total interest in the Unit as shown in the Public Records of Pinellas County, Florida. Transactions and contracts such as agreements for deed, fractional ownership interest in an LLC or other corporate entity, and other such arrangements used for the purpose of avoiding this restriction are prohibited. If an Owner violates this restriction, any period of time during which the Unit is leased (or occupied by a person other than a bona-fide Owner) in violation of this restriction will be added to the one-year time period which starts when title to the Unit is acquired.

10.10 Supervision of Children. Children under the age of twelve (12) shall be supervised by a responsible adult at all times when occupying or using Common Elements.