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CERTIFICATE OF AMENDMENT
DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS AND
EASEMENTS OF GOLFSIDE ESTATES, A SUBDIVISION OF PINELLAS COUNTY
FLORIDA

We hereby certify that the attached amendments to the Declaration of Covenants Conditions and Restrictions of **Golfside Estates Homeowners Association, Inc.** (which Declaration was originally recorded at Official Records Book 10479, Page 2576, et seq. of the Public Records of Pinellas County, Florida) was duly adopted by an affirmative vote of the membership at the Annual Membership Meeting held on November 16 2015. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 3 day of December, 2015.

Signed, sealed and delivered

Golfside Estates Homeowners
Association, Inc.

in the presence of:

sign: Charlene Kujawa
print: CHARLENE KUJAWA

By: Al Young
Al Young, President

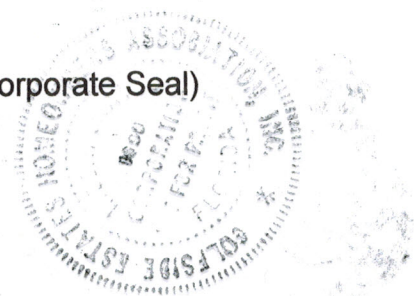
sign: [Signature]
print: A. J. HORVATH.

Signed, sealed and delivered
in the presence of :

sign: Al Young
print: Al Young
sign: Rita Young
print: RITA YOUNG

By: Charlene Kujawa
Charlene Kujawa, Secretary

(Corporate Seal)



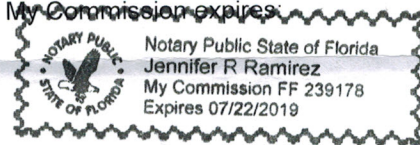
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3 day of December, 2015, by Al Young as President of Golfside Estates Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Jennifer Ramirez
print Jennifer Ramirez

State of Florida at Large (Seal)
My Commission expires:



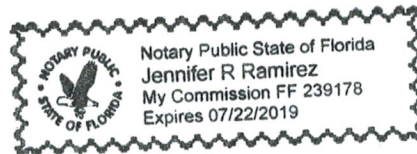
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3 day of December, 2015 by Charlene Kujawa as Golfside Estates Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign Jennifer Ramirez
print Jennifer Ramirez

State of Florida at Large (Seal)
My Commission expires:



**AMENDMENT TO
DECLARATION OF
GOLFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.**

[Additions are indicated by underline; deletions by ~~strike-through~~]

**ARTICLE IV
Property Rights**

Section 5. Right of Entry: The Association, through its authorized employees and contractors, shall have the irrevocable right, when necessary for the maintenance, repair or replacement of any common elements or any portion of a Lot to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to other property owners in the Association, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein. ~~after reasonable~~ Prior to the intended entry, sufficient notice shall be deemed provided to the to-owner thereof two (2) calendar days after hand delivery to the property or four (4) calendar days upon mailing of notice via regular U.S. Mail. Exigent circumstances requiring access to the Lot shall nullify the notice requirement set forth herein. ~~, or in case of any emergency situation.~~

**AMENDMENT TO
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[Additions are indicated by underline; deletions by ~~strike-through~~]

**ARTICLE V
USE RESTRICTIONS**

Section 17. Leases

(d) An owner intending to lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board shall require. Failure to provide notice shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease. The Board may prescribe on the application an application form prescribed by the Association, and pay and require such an application fee as established by the Board from time to time, not to exceed the maximum amount allowed by Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy is permitted without further application and approval. The Association's representative(s), may, in their discretion, conduct the interview of the telephone. It shall be owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations and other disclosures required by Florida Statutes. The Association may deny the Owner permission to lease any unit on grounds the Association may find as further detailed in this section.

(1) Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Reasons for potential disapproval include:

- (i) Prior criminal record conviction, 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; or

- (iii) Providing false or incomplete information in connection with an application, failure to remit the application fee, or failure to appear or make oneself available to be interviewed.-
- (iv) The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator
- (v) The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents.
- (vi) The person seeking approval has a record of financial irresponsibility, including, without limitation, bankruptcies, foreclosures, or bad debts.
- (vii) The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or association or by conduct in this Condominium as a Unit Owner, tenant, or Occupant.
- (iii)(viii) Assessments, fines and other charges against the Unit or due from the unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

A decision by the Association on approval or disapproval of a proposed lease will be made as soon as reasonably possible after all information has been submitted and any required interview has taken place. In the event that no decision to disapprove a proposed lease has been made within twenty(20) days from the date that these conditions have been met the lease will be deemed approved.

In connection with the approval of a lease, the Association will require the owner(s) and tenant(s) to sign a Lease Addendum agreement in a form prepared by the Association, which requires the tenant(s) to comply with all rules and restrictions and which allows the Association to take action to enforce any violations by the tenant(s) if the owner(s) fails or refuses to do so.

(e) Violation: In the event of a unit occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days after the mailing of notice by certified or registered letter to the owner of the unit with a

copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the unit owner to evict such lessee or occupant and in such event the unit owner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules and other Association documents. The unit owner shall be jointly and severally liable with the tenant to the Association for any and all damages to the condominium property caused by the acts or omissions of the lessee (as determined in the discretion of the Board of Directors).

(f) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Unit for a period of 20 days within any 30 day period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists.

**AMENDMENT TO
DECLARATION OF
GOLFSIDE ESTATES HOMEOWNERS ASSOCIATION, INC.**

[Additions are indicated by underline; deletions by ~~strike-through~~]

**ARTICLE V
USE RESTRICTIONS**

Section 3. Noxious Activity. No noxious or offensive activity shall be carried on or in any lot, or on the common elements nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish refuse or garbage allowed to accumulate nor any fire hazard allowed to exist within the dwelling. Furthermore, each Owner, Tenant and Occupant shall maintain the lot in good condition and repair, including all internal surfaces within or surrounding his dwelling, including limited common elements appurtenant to his dwelling, if any, and each occupant shall maintain and repair the fixtures therein and shall promptly pay for all utilities which are metered separately to his Unit. Unit Owners, their occupants or tenants shall not permit or suffer to be played any musical instrument, phonograph, radio, television set or other sound generating device that interferes with the rights, comforts or other conveniences of the Members of the Association. The quiet hours of the Association are designated as 11:00 pm to the following 8:00 am. The determination of such an infringement shall be made in the sole discretion of the board of Directors or such a committee as formed for that purpose.

An Owner or tenant may display one portable, removable United States flag in a respectful way, and certain armed forces service flags on designated holidays as designated under the Condominium Act. No other flags, including but not limited to sports teams and countries may be displayed.

Acceptable window coverings include drapery, blinds and curtains. Unconventional window coverings, including but not limited to, tin foil, newspaper and clothing shall not be permitted.

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[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE VII
Obligation to Repair and Maintain Lots and Townhomes

Section 1

(b) Each Lot Owner shall also be responsible for termite treatment and pest control within the Townhome. If tenting of a building is required to treat drywood termite infestation, as determined by the Board, all owners and occupants in an affected building must cooperate with such treatment, and vacate the building at their own expense, as required, to coordinate effective treatment. In the event of non-cooperation in the coordination and vacature of the building, the Association shall have the ability, along with the other remedies for enforcement provided by these governing documents, to levy fines consistent with Florida Statute Section 720.305 of \$100.00 per day up to \$1000.00 dollars for continuing non-cooperation. Due to the exigent nature of such an infestation and potential damage delay may create, the Association may file an emergency injunctive action in a Court of competent jurisdiction to order the owner to comply with prompt treatment of the infestation. The Owner shall bear the cost of such fees and costs incurred in the event such action is necessary. The Association shall have the authority to enter contracts for the tenting of any such buildings, and this will be a common expense of the Association to be shared by the lot owners. If any owners do not pay their share of termite treatment costs under this section, the Association may file a lien and will have all remedies available for collection as unpaid assessments.

**AMENDMENT TO
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[Additions are indicated by underline; deletions by ~~strike-through~~]

**ARTICLE IX
General Provisions**

Section 6. Fining. Fines shall exist in addition to all rights and remedies to which the Association is legally entitled. Upon failure of an Owner to comply with the provisions of this Declaration the Association may, in the sole discretion of the board, assess an amount (a "fine") against the Owner pursuant to the following criteria:

(a) Notice: The Association shall afford an opportunity for a hearing to the Owner, after notice of not less than 14 days. Said notice shall include a statement of the date, time and place of the hearing and a statement of the matters allegedly constituting a violation of the Declaration.

(b) Hearing: The hearing shall be conducted by such panel as may be required by law. A fine or suspension may not be imposed unless the Association first provides at least 14 days' written notice and opportunity for said hearing. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. At the hearing, the Owner shall have the opportunity to review, challenge, and respond to any material considered by the hearing panel, to present evidence, and to provide written and oral arguments on all issues involved. The role of the hearing panel is to confirm or reject the fine levied by the board.

(c) Amount: The Association may impose a fine not to exceed \$100.00 per day, per violation (or such greater amount as allowed by controlling law) from the date of owners violation until such violation ceases, up to a total of \$1,000.00 per violation.

(d) Lien for Fine: Any Fine levied by the Association which reached \$1,000.00 may become a lien against the unit pursuant to Florida Statute Section 720 as amended from time to time.

(e) Application of Fines: All proceeds received by the Association from Fines shall be applied to the payment of Common Expenses.