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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 19, 2018. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 21<sup>st</sup> day of December 2018.

Signed, sealed and delivered

Golfside Estates Homeowners  
Association, Inc.

in the presence of:

sign: Charlene Kujawa  
print: CHARLENE KUJAWA

By: Mary Pulaski  
Mary Pulaski, President

sign: Linda D Smayda  
print: Linda D Smayda

Signed, sealed and delivered  
in the presence of:

sign: Mary Pulaski  
print: MARY A PULASKI

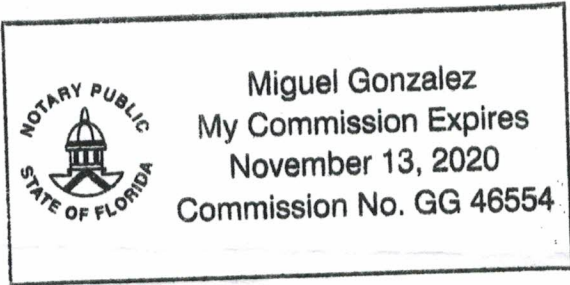
By: Charlene Kujawa  
Charlene Kujawa, Secretary

sign: Linda D Smayda  
print: Linda D Smayda

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December 2018, by Mary Pulaski as President of Golfside Estates Homeowners Association, Inc., a Florida not for profit, on behalf of the corporation. She is personally known to me or has produced FL Drivers License Exp 8/6/25 as identification.



NOTARY PUBLIC

sign

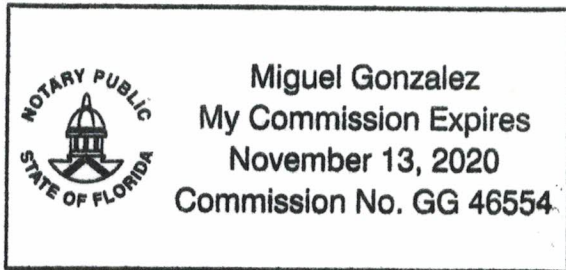


print

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

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of December 2018 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 FL Drivers License Exp 5/4/19 as identification.



NOTARY PUBLIC

sign



print

Miguel Gonzalez  
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 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. The Board may prescribe an application form and require an application fee 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 ofn 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 conviction, including any pleas of no contest.
- (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 Association 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 Association as a Unit Owner, tenant, or Occupant.
- (viii) Assessments, fines and other charges against the Unit or due from the uUnit 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 oOwner to evict such lessee or occupant and in such event the Unit oOwner shall pay to the Association all costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a uUnit 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~~-Association 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. In addition to being present on the Association property, the use of the Unit address for governmental identification, employment purposes, financial purposes, or similar address records shall initiate the tenancy time frame detailed in this sub-paragraph f. Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Unit by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Unit by blood, marriage, or legal adoption shall still adhere to the provisions of Article 17 Section (d) above regarding interview by the Board of Directors and submission to a background check and disapproval under Article 17 Section (d)1 and shall not be considered when calculating the maximum lease percentage in the Association.

(g) The terms of this leasing Section 17, as well as the Declaration in its entirety, shall be effective upon any license, agreement, contract or agreement for occupancy, with or without compensation to the Unit Owner, as facilitated by home-sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may be utilized now or in the future.