

Prepared By and Return To:
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INST# 2019146920 05/09/2019 11:32 AM
OFF REC BK: 20533 PG: 303-305
DocType:RST RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
OF
HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the Association on April 18, 2019, by the approval of two-thirds (2/3) of the total votes of the membership, the Declaration of Covenants, Conditions and Restrictions of Harbor Ridge of Palm Harbor Homeowners Association, Inc., as originally recorded in O.R. Book 18579, Page 355 et seq. of the Public Records of Pinellas County, Florida, and the same is hereby amended as follows:

The Declaration of Covenants, Conditions and Restrictions of Harbor Ridge of Palm Harbor Homeowners Association, Inc. is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions of Harbor Ridge of Palm Harbor Homeowners Association, Inc.."

IN WITNESS WHEREOF, HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 25 day of April, 2019.

HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

By: Ruth Ehrigott
Ruth Ehrigott, President
Printed Name

ATTEST:

Nancy Hawkins
NANCY HAWKINS, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 25th day of April, 2019, by Ruth Ehrigott, as President, and Nancy Hawkins, as Secretary, of HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Ruth Ehrigott
NOTARY PUBLIC



Ruth Dorch
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG199069
Expires 3/21/2022

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
OF
HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC.

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

1. ARTICLE VI, General Covenants and Restrictions, Section 14 Lease and Ownership Restrictions, of the Declaration, shall be amended to read as follows:

Section 14. Lease and Ownership Restrictions.

1. In order to maintain a congenial, residential atmosphere within the community, leasing of Lots or Dwellings within the community shall be limited to no more than ten percent (10%) of the Lots at any one time. In the event that ten percent (10%) of the Lots are leased at any one time and an additional Owner desires to lease his/her Lots, the Board of Directors shall create regulations and procedures for a waiting list to determine which Owner shall be entitled to lease his/her Lot next 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. The Board may, in its sole discretion, allow rentals that exceed the leasing cap in the event of a documented hardship, not to exceed a lease cap of fifteen percent (15%).

2. No Lot or Dwelling may be leased for a term of less than twelve months. An owner shall be required to own a Lot for twelve months (12) prior to being authorized to lease his/her Lot. A copy of all leases shall be provided to the Association prior to occupancy by any tenant.

3. Owners intending to enter into a lease agreement or lease renewal shall not do so without the prior approval of the Association. Owner shall, no less than thirty (30) days in advance of the proposed start date 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 occupancy 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 or occupant 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;
- (iv) Status as a registered sex offender or sexual predator;
- (v) Previous eviction from residential community; or
- (vi) The owner requesting to lease his/her unit is delinquent in any monetary obligation due to the Association unless same is paid in full at time of application.

4. The Owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, Bylaws, and the rules and regulations against the tenant and the tenant's family members, guests, and invitees. The Association shall have the authority to evict the tenant for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, as an agent of the Owner, pursuant to Chapter 83 of the Florida Statutes. The Owner shall cooperate with the Association in any manner necessary to effectuate the eviction and Owner shall be solely responsible for any and all costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant under the provisions of Chapter 83 of the Florida Statutes.

**RESOLUTION
OF THE
BOARD OF DIRECTORS
OF**

HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC.

In furtherance of the Board of Director's enforcement of the Association's Governing Documents, the Board of Directors hereby adopts the following lease approval criteria.

1. The following shall be grounds for denial of any proposed tenant (including lease renewals):
 - (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;
 - (iv) Status as a registered sex offender or sexual predator;
 - (v) Previous eviction from residential community; or
 - (vi) The owner requesting to lease his/her unit is delinquent in any monetary obligation due to the Association unless same is paid in full at time of application.

2. In addition to the above, grounds for denial of any proposed tenant (including lease renewals), the Association will approve a new lease or renewal of a lease to an existing tenant if title to a unit transfers, and so long as the tenant(s) would otherwise be approved and is in compliance with all requirements set forth in the Association's Governing Documents, including any rules and regulations. If the tenant is not approved or tenant moves out after title has been transferred, the new unit owners shall be bound by the restrictions contained in Article VI, Section 14 of the Declaration, including not being able to lease his/her Lot or Dwelling for 12 months and so long as no more than ten (10%) percent of the Lots or Dwellings are not rented.

Date: December 12, 2022

HARBOR RIDGE OF PALM HARBOR
HOMEOWNERS ASSOCIATION, INC.

By:

Barbara Burns
BARBARA BURNS, President

ATTEST:

Daniel C. McNeill
Daniel C. McNeill, Secretary