

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

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
EASTWOOD SHORES CONDOMINIUM NO. 4**

April 9, 2016, NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the Association present at the meeting either in person or by proxy, at which a quorum was established, the Declaration of Condominium for Eastwood Shores Condominium No. 4, as originally recorded in O.R. Book 5093, Page 1 et seq., and as amended, of the Public Records of Pinellas County, Florida, is hereby amended as follows:

The Declaration of Condominium for Eastwood Shores Condominium No. 4, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium for Eastwood Shores Condominium No. 4"

IN WITNESS WHEREOF, Eastwood Shores Condominium No. 4 Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 9th day of April, 2016.

EASTWOOD SHORES CONDOMINIUM
NO. 4 ASSOCIATION, INC.

(Corporate Seal)

By:

Julie A Hayden
President
Printed Name

ATTEST:

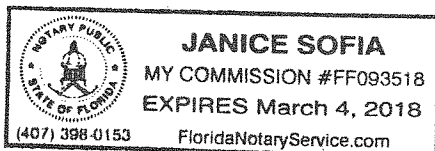
Andrew L. Bemish
Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 9th day of April, 2016, personally appeared before me Julie Hayden, as President, and Andrew Bemish, as Secretary, of Eastwood Shores Condominium No. 4 Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Janice Sofia
NOTARY PUBLIC

My Commission Expires:



**SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
FOR
EASTWOOD SHORES CONDOMINIUM NO. 4**

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

ARTICLE XVI, USE RESTRICTIONS, Section (E), Leasing of the Declaration shall be deleted in its entirety and amended to read as follows:

Leasing.

Units may not be leased or occupied without the approval of the Association. An owner shall not be authorized to lease or rent his or her Unit during the initial twenty-four (24) months of ownership, except that in cases of undue hardship the Board of Directors may grant an exception in its sole and absolute discretion. All leases shall be for a term of not less than ninety (90) days.

Units may be leased for single-family residential use only. For the purpose of this Section, "single-family residential use" shall mean occupancy by a single housekeeping unit. The proposed lessees shall consist of not more than two (2) persons per bedroom in the Unit to be leased. Notwithstanding the lease of his Unit, the liability of the owner under this Declaration shall continue. Nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing laws.

The 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. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy and shall be furnished a current copy of the Restrictions. Applicants will acknowledge receipt of same and agree to abide by said restrictions. 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 record, 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;
- (iii) Providing false or incomplete information in connection with an application; or
- (iv) Status as a registered sex offender.

During the term of any lease, an owner shall not be relieved of any obligations under the terms of the governing documents, and an owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the governing documents, any rules and regulations promulgated by the Association. Tenant(s), and their family members, guests, and invitees shall comply with all restrictions, rules and regulations of the Condominium. 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, By-Laws, 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.