PREPARED BY AND RETURN TO: JOSEPH R. CIANFRONE, ESQUIRE JOSEPH R. CIANFRONE, P.A. 1964 BAYSHORE BOULEVARD, SUITE A DUNEDIN, FL 34698 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2014168523 06/13/2014 at 08:18 AM OFF REC BK: 18432 PG: 1121-1123 DocType:CTF RECORDING: \$27.00

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF HEATHER HILL APARTMENTS NO 1.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on , 2014, by the approval of not less than seventy-five (75%) percent of the Owners, the Declaration of Condominium of Heather Hill Apartments No. 1, as recorded in O.R. Book 3317, Page 499, et seq. in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:
The Declaration of Condominium of Heather Hill Apartments No. 1 is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of Heather Hill Apartments No. 1."
IN WITNESS WHEREOF, HEATHER HILL APARTMENTS NO. 1 ASSOCIATION,
INC., has caused this Certificate of Amendment to be executed in accordance with the authority
hereinabove expressed this hard day of Alle , 2014.
day of the state o
HEATHER HILL APARTMENTS NO. 1 ASSOCIATION, INC.
By: Julie Williams President Printed Name Printed Name
I Inited Name
STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me this 1 th day of 2014, by and Nahan Daugherty President and
Secretary, respectively, of Heather Hill Apartments No. 1 Association, Inc. They are personally
known to me or have provided and as
identification, and did not take an oath.

JANICE SOFIA
MY COMMISSION #FF093518
EXPIRES March 4, 2018
FloridaNotaryService.com

NOTARY PUBLIC State of Florida at Large

My Commission Expires:

3-4-2018

SCHEDULE OF AMENDMENTS TO DECLARATION OF CONDOMINIUM OF HEATHER HILL APARTMENTS NO. 1

ADDITIONS INDICATED BY <u>UNDERLINE</u>
DELETIONS INDICATED BY <u>STRIKE THROUGH</u>
OMISSIONS INDICATED BY ELLIPSIS....

ARTICLE 12, USE RESTRICTIONS, of the Declaration of Condominium shall be amended to add a new subparagraph C, Leasing, which read as follows:

C. Leasing. An Owner shall be required to own an Apartment for twenty-four (24) months prior to being authorized to lease the Apartment. This provision shall in no way limit the Association's ability to lease an Apartment owned by the Association. Apartments may be leased for single-family residential use only, as defined by the Board. Any occupancy of an Apartment for more than fourteen (14) days in any calendar year in the absence of a record Owner shall be deemed a lease for purposes of enforcing any and all restrictions contained herein. There shall be no occupancy of an Apartment without compliance with the requirements set forth herein. All leases shall be for a term of not less than twelve (12) months.

Prior to leasing any Apartment, the Owner shall provide the Association with notice of his or her intention to lease the Apartment and the following enumerated items: (1) a copy of the proposed lease agreement; (2) a completed application, in the form adopted by the Board of Directors as same may be amended from time to time; and (3) an application fee in an amount determined by the Board of Directors from time to time so long as said fee does not exceed the maximum amount permitted by any law.

The Board of Directors may disapprove a proposed lease 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.

In the event an Owner is delinquent in any monetary obligation to the Association, the Association shall have the right to require that all rent be paid directly to the Association until such time as the delinquent monetary obligations, including but not limited to fines, have been paid in full.

The Association shall have the right to evict a tenant, as an agent for the Owner, for either the tenant's or Owner's failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association. The Owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the Owner and may be collected in the same manner as an assessment.