

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

TANKEL LAW GROUP
1022 Main Street, Suite D
Dunedin, Florida 34698

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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS FOR SEASIDE SANCTUARY

I HEREBY CERTIFY THAT the attached adopted amendment to the Declaration of Covenants and Restrictions and Grant of Easements for Seaside Sanctuary as described in Official Records Book 7097, Page 1342, et seq., of Pinellas County, Florida, was duly approved in the manner required therein, at a meeting of the membership held on April 18, 2022.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of APRIL, 2022 at Pinellas County, Florida.

SEASIDE SANCTUARY RESIDENTS ASSOCIATION, INC., a Florida not-for-profit corporation.

WITNESSES:

Danielle N. Wertz
Signature of Witness #1

Danielle N. Wertz
Printed Name of Witness #1

By: Lauren Jennifer Good
Lauren Jennifer Good President

James D. Green
James D. GREEN, SEC.

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned personally and physically appeared LAUREN J. GOAD and JAMES D GREEN, to me known to be the President and Secretary, respectively, of Seaside Sanctuary Residents Association, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced N/A and N/A as identification. If no type of identification is indicated, the above named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 20 day of APRIL, 2022.



Leigh Slement
Notary Public
Printed Name: LEIGH SLEMENT

My commission expires: 02/21/2025

**ADOPTED AMENDMENTS TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS AND GRANT OF EASEMENTS FOR
SEASIDE SANCTUARY**

The Declaration of Covenants and Restrictions and Grant of Easements for Seaside Sanctuary, originally recorded at Official Records Book 7087, Page 1342 of the Public Records of Pinellas County, Florida, and as subsequently amended is amended to read as follows:

Article IV, Section 3.E.:

E. Change in the Amount of Annual Assessments. Subject to the previous provisions of this Article, the Association may change the amount of any annual assessments for any future year by a vote of a majority of the Board of Directors at a duly held meeting.

Article IV, Section 8:

Section 8. Lien for Assessment Unpaid. All unpaid assessments will bear interest at the highest lawful rate from the due date until the date of payment. This interest will be in addition to any late charge established by the Association in accordance with the provisions of the preceding paragraph. The Association shall have a continuing lien upon each Lot for all unpaid assessments, late charges and interest that shall relate back to the date the original Declaration was recorded. The lien shall also include a reasonable attorney's fees and all costs incurred in the collection of the delinquent assessment, and the enforcement of such lien, including but not limited, all trial and appellate litigation costs. This lien shall be exercised by recording upon the Public Records of Pinellas County, Florida, a Claim of Lien in the name of the Association, stating the amount due, the date when due, a description of the Lot against which the assessment is made, and the name of the record Owner thereof. Liens for assessments may be foreclosed by suit brought in the name of the Association or its delegate. In addition, the Association may bring an action at law to recover a money judgment for the unpaid assessment amounts, without waiving any Claim of Lien right, hereunder.

Article IV, Section 9 is deleted and substantially reworded as follows:

Section 9. Lien Subordination. The lien of the assessments provided for in this Article shall relate back to the original Declaration upon the filing of a Claim of Lien, and shall only be subordinate to the lien of a first mortgage of an institutional lender which is now or hereafter placed upon any Lot, provided that institutional first mortgage holders must pay such amounts toward delinquent assessments as provided for in Florida Statutes, as amended from time to time, when such mortgage holder takes title to a lot as a result of a foreclosure or deed in lieu of foreclosure. Any other person or entity taking title to property, as a result of foreclosure or otherwise, shall be responsible for all delinquent amounts due to the Association, including costs, interest and attorneys' fees. The Association is not a previous owner as defined by law. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien

against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Article VII, Section 4:

Section 4. Dwelling Size and Location. Each single family dwelling shall be located on no less than a full lot and shall have a minimum living area of 2500 square feet exclusive of screened and open porches, terraces, patios, garages, and the like. Each dwelling shall have a minimum of two bathrooms.

Article VII, Section 15 is newly created as follows:

Section 15. Leases and Rentals. Leases and Rentals of Lots are subject to the restrictions and provisions of this Section.

- (a) The maximum number of Lots that are allowed to be leased/rented at any given time are limited to 10% of the total number of Lots within the Seaside Sanctuary community.
- (b) Existing leases/rentals will be grandfathered and have first priority if existing rental agreement is to be renewed.
- (c) No Lot shall be leased or rented for a period of less than one (1) year. Advertising of an Owner's Lot on Airbnb, VRBO, or similar short term rental websites is forbidden.
- (d) No Lot will be leased or rented without a contract providing for full lawn and, if applicable, pool service paid for by either the Owner or the prospective tenant.
- (e) The Board shall have the power to approve or disapprove any prospective tenant. No Lot will be leased or rented without the Owner and proposed tenant providing the Board or management a fully completed Lease/Rental Application, authorization to conduct background check, and signed agreement to abide by the Governing Documents if so required by the Board of Directors.
- (f) The Board may disapprove any person who is a convicted sexual offender, convicted sexual predator, or person who has been convicted of a felony involving violence. The Board may also disapprove any person who does not complete the Lease/Rental Application, pay the Lease/Rental Application Fee, or comply with these provisions or those found in the Association's Governing Documents.
- (g) A fully completed Lease/Rental Application must include payment of a Lease/Rental Application Fee as determined by the Board from time to time.
- (h) Owners shall indemnify and hold the Association harmless in any event in connection with the lease or rented property.

(i) The Board may promulgate additional rules and regulations to maintain the integrity of this Section.

END OF AMENDMENTS