THE WOODS AT ANDERSON PARK CONDONIMIUM ASSOCIATION, INC.

PACKET **CONTAINING:**

The Woods at Anderson Park Cond	1. The Woods at Anderson Park Condominium Rules & Regulations dated 10/16/2017	
2. The Woods at Anderson Park Ame dated 06/29/2017	ended and Restated Mutual Easement Agreement	
3. The Woods at Anderson Park Con	dominium, Amendments to Declaration,	
A. Article 3, Section	B. 2.	
B. Article 12, Section	n C.	
C. Article 12, Section	n N. Dated 12/05/2016	
These documents are to be added to you	r original Condominium Documents.	
I have received the above listed document	ts.	
(Print Name)	(Signature)	
(Unit Number)	(Date)	

THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC. RULES & REGULATIONS

I. <u>INTRODUCTION</u>

The Woods is a quiet, residential community. The majority of the residents are owners. The following is a summary of the existing Association Rules and Regulations, which are intended to keep The Woods a pleasant place to live. For additional information, your Association strongly recommends that you consult the condominium documents. Documents are transferred by the Seller prior to closing, or can be obtained from the property management company.

II. <u>OBLIGATIONS AND RIGHTS OF OWNERS</u>

1. No unit shall be used for any purpose other than as a single-family dwelling. No two-bedroom unit shall be permanently occupied at any time by more than four (4) individuals. No two-bedroom unit with a den shall be permanently occupied at any time by more than five (5) individuals.

No unit may be rented for less than three (3) months. Each unit can be leased or rented twice in a twelve (12) month period. A unit must be owned for two (2) years before it can be rented. If any guest occupies a unit for more than 30 consecutive days where the unit owner or approved tenant is not present, such guest must be approved by the Association. See Article XIII Restriction recorded 12/01/2005.

No owner shall commit or permit any nuisance, immoral or illegal act in his unit or on the !:ommon elements.

Time-share and interval ownership estates in the condominium are expressly forbidden.

- 2. The unit owner is responsible for unit maintenance and all equipment therein, including but not limited to all appliances, the entire air conditioning system, inside and outside platform on the air conditioner unit, the electrical system, water lines, fixtures, windows, all screens (on windows and lanai) and doors. The unit owner is responsible for the repair and/or replacement of the garage door. Any major changes visible from the outside require Board approval.
- 3. No owner or occupant shall permit anything to be done or kept in the unit, which constitutes a safety hazard to the building or other occupants. The use of propane gas, charcoal or electrical barbecue grills, inside units or porch enclosures, or within five (5) feet of any unit is strictly prohibited.
- 4. Soliciting on condominium property is forbidden.
- 5. Only unit owners may be Board of Directors members.

III. <u>RULES - PET OWNERSHIP</u>

- 1. Unit owner or occupant is allowed two pets only.
- 2. Unit owner or occupant may not have a pit bull. No pet shall be allowed to create a nuisance.
- 3. All animals should be kept on a leash when not confined within the owner's unit.
- 4. All persons walking pets <u>MU · T IMMEDIATELY</u> clean up and properly dispose of P,Ct droppings.
- 5. Exotic pets are NOT allowed.

IV. MAINTENANCE AND APPEARANCE OF UNITS AND COMMON ELEMENTS

- 1. Unit owners, occupants, their families, guests or leasees shall in no way deface or mar, or make any alterations, repairs or replacements, or changes in or to the common elements, and shall be liable for damages. Alterations and repairs to the outside of buildings are the responsibility of the Board of Directors.
- 2. Common areas are for the use of unit owners in common and may not be used as storage areas, either on a temporary or permanent basis, by owners or occupants.
- 3. No unit owner may make any change to the exterior of the unit, including but not limited to painting, installation of electric wires, front doors, storm/screen doors (bronze/black/white), shutters, blinds, solar tubes, skylights, driveway expansion, or any other alteration to the exterior of the **unit**, unless approved by the Board of Directors of the condominium Association.
- 4. TV antennas and dishes are not allowed.
- 5. All modifications and any approved changes made by a unit owner, such as solar tubes, skylights, special plantings, and driveway expansion, are the responsibility of the owner and will not be maintained by the Association. Such responsibility must be disclosed to the purchaser at the time of sale of the unit.
- 6. Plants must be confined to areas adjacent to units and/or rear boundary lines of the property. Permission to place trees and shrubs on the common elements must be secured in writing from the Board of Directors. Each condo owner is responsible for the proper care and maintenance of plants and shrubbery that he/she planted on condo property. If this is not properly maintained, the Board may remove without notice.
- 7. No clothing, bedding or similar items shall be dried or aired in any outdoor area.

- 8. Trash and garbage shall be bagged in plastic and tied before placing in the dumpster. All boxes must be flattened. Furniture, mattresses, hot water heaters and any other such large items are forbidden in the dumpsters.
 - Flooring, plumbing fixtures, cabinets, etc. from re-modeling must be disposed of at a city facility, not in the dumpster. Violators may be assessed the cost of removing such items to a city facility.
- 9. No musical instrument, TV, radio or stereo system may be played in any unit between 11:00 pm and 9:00 am in a manner which will disturb occupants in other units. Nor shall such instrument or equipment be played at unreasonable levels of volume during other hours

V. <u>VEHICLES</u>

- 1. No motor vehicle other than regular passenger automobiles, pickups, light van style trucks and sports utility vehicles shall be permitted to park on condominium property, other than for time needed for pickup and delivery. Large recreational vehicles, boats and/or boat trailers may not be parked on the **condominium** property. **Vans** displaying commercial notations and any other vehicle displaying commercial signs are not allowed.
- 2. No major repair of vehicles, other than emergency repairs, shall be permitted on condominium property.
- 3. Vehicles may not be parked on the grass. Viol:ltors are liable for towing and may be assessed the cost of sod, irrigation pipes and sprinkler head replacement, as well as all labor cost required to repair any damages.

VI. PARKING

No street parking as per the amendment to the Declaration of Condominium on Dec. 6, 2012.

There are six (6) allotted parking spaces per Court. Three (3) of those six (6) spaces are designated for visitor only parking and are marked as such. The remaining three (3) spaces are for resident overflow parking.

Illegally parked vehicles will be towed at the owner's expense.

- 1. Any vehicle parked on the street will be towed after one (1) written twenty-four (24) hour notice.
- 2. Residents parked in visitor parking only designated spaces will be towed.
- 3. Absolutely no storage of vehicles permitted. Stored vehicles will be towed.

VII. ROVISIONS RE SELLIN G OR LEASING OF UNITS

- A unit owner intending to sell or lease a unit shall provide written notice to the Board of
 Directors or the property management company. Written notice must include the intent to sell
 or lease, together with the listing agent/real estate company's name, address and phone number.
 No sale, transfer, lease or conveyance of the unit shall be valid without the approval of the Board
 of Directors.
- 2. Tenants must comply with all the requirements of the condominium documents and the community, including the requirement of approval by the Board of Directors.
- 3. No signs, advertisement or notice, such as For Rent or For Sale, may be shown, inside or outside any unit, or affixed to any of the common elements. Index card-sized For Sale or Rent may be posted on the Clubhouse Bulletin Board and Court Bulletin Boards. Open House signs must be removed by sunset of the day shown.
- 4. New owners and/or leasees of the unit shall be interviewed in person as part of the process of written approval. A background check will be performed. Applicant shall pay a processing fee to be determined by the Board of Directors.
- 5. Responsibility for transferring Rear Gate card keys (a minimum of two per Unit) is that of the Owner. Lost card keys may be replaced at a cost to be determined by the Board of Directors.

VIII. <u>CLUBHOUSE RULES</u>

- 1. A complete copy of the Clubhouse Rules can be obtained from the Recreation Board of the Woods.
- 2. The Clubhouse key is the responsibility of the Owner and should be transferred at the same time. Lost keys may be obtained from the Recreation Board at a cost of \$25.00.

Revised: 10/16/2017

I have read and understand the Rules and Regulations of	the Woods at	Anderson	Park Condo
Association and agree to abide by them.			

Accepted:			
Date:			

Ameri Tech Community Management, Inc.

24701 US Hwy 19 N, Suite 102

Clearwater, Fl. 33763

Contact: Brett Newby, LCAM

Phone: 727-726-8000, Ext. 253

Fax: 727-723-1101

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Daniel J. Greenberg, Esq.

Tiffany A. Grant, Esq.

July 20, 2017

Daniel F. Pilka, Esq. Pilka & Associates, P.A. 213 Providence Road Brandon, Florida 33511

Re: The Woods at Anderson Park Homeowners Association, Inc. Amended and Restated Mutual Easement Agreement Your File No. 17-9062

Dear Mr. Pilka:

Enclosed please find a copy of the Amended and Restated Mutual Easement Agreement, which was recorded at O.R. Book 19706, Pages 2504-2510, Public Records of Pinellas County, Florida.

Thank you for your assistance in this matter.

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Tiffany A. G nt, Esq

TAG:dls Enclosure

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2017221572 07/18/2017 at 10:29 AM OFF REC BK: 19706 PG: 25114-2510 DocType:EASEMENT RECORDING: \$61.00

AMENDED AND RESTATED MUfUAL EASEMENT AGREEMENT FOR THE WOODS AT ANDERSON PARK.

WHEREAS, all Condominium Lots have been constructed in Pinellns County, Florida. Thereby am,ounting to ninety (90) Condominium Lots.

WHEREAS, all Homoowners' Association Lots have been constructed in Pinellas County, Florida. Thereby ammmtmg to one hundred eighty two (182) RomooWlll!!s'Association Lots.

WHEREAS, the Declaration of Q)odommfom. for the Woods at .Anderson Perle C"omlomi'nium Association, Inc. was recorded in. Official Record Book 5732 at Page 799 in the Official Records of Pinellas County, Floirlda on March 1, 1984. The Amended and Restated Declaration of Co, ndominium for the Woods at Anderson Parle Go:ll'dominrum Association, Inc. was recorded in Official hord Book 17136 at Page 684 on January 6, 2011 in the Official Records of Pinellas County, Florida.

WBR1.lBAS, the Declaration of CovcoalitS and &estdtti"o.Dil and Grant of Bas.eiueril.s for The Woods at Anderson Park 1:lomeown 'Assotjation, Inc. was recorded in Official Record Book 6277 at Page 2222 in. theOfficialR.ecords of PinellasCoUBty, Florida on.July 18, 1986.

NOW 1'3E:REilOIIB,,,._pl.lISUanL.t.o. JhA wPDS tlO.o \square within tbr. _nfutrtmtmliQimd.-dom,rnc:nts , and in. \square deratiou of the mntualpromiscs, cove:wmts, terms and oo,odilion \square as are herein c \square ed, on the part of each party to the other, the parties to this Agrc-emcot, do hereby covenant and agree as follows:

- 1. <u>.:Ad Hor: Iso@t.d MWlbcr.</u> To encourage open coman.mication and so that each Association is a were of the on goinga of the other, each Association's Board of Directors shall. by a majority vote of its dtrectm:s_. select a representative for the given Association to serve as an Ad Hoc Board mc.inher on the other Association's Board of Directors. The Ad Hoc Board member shall be rotlfied at least three (3) days in advance by tclcphon,e, electronic notice, or hand delivery of all Board mootings and shall be tmfiller to attend any Board meotings and may give input on matters discussed; howe.vcrr; the Ad Hoc Board member shall have no voting rights.
- 2. <u>GranLofAtgs-s&:E.Brrenipnt,s.</u> The Developer and each Association do lic,eb:y give, grant and convey to the other mutual easements for the joint use and benefit of each. and the members of each Association, and the heirs, Personal Represc:n□!l-(:{ves□ successors and assigns of each of the Grantees, and their licensees, invitees, and guests, casements for ingress. egress, regress and ri_gbl:s--of-way, togethw with an rip_and pmlilem:s- inc.ident .tberetl:>. OD,, ovor₁ under and acm□Jl-all streets, si.dewalkx, drivewill)'□, '.8116', Y□ Jftdhs, □d other a v m u.es which m.11v oo\V or hereafter exiBt o n all oornmon areas and cotrunOQ

6/5/2017 Jew properties of each of the two coIJ101unities, as such are particularly defined and described in the respective Declarations and Plats for each, which have been filed among the Public Records of Pinellas County, Florida.

- 4. Billiug/\$.einmurament .Pr:oceduic fpr Shax-M .Expense.□. When either ass®fution has rcs_pon&Ibilfty for a servioo or produo wh.ete tho air.pcnse is to be 11□d with the, other association, the billing procedme shall be to submit a copy of the full bill from the original vendo,r(s) along with a cover sheet to show the agreed portion and calculated amount to be paid and same shall be submitted to the designated agent of the applicable Association (to be the property manager so long as the applloable: Association has a management company), 8.6 promptly ns polls[blo. Tho cover sheet can also include any explanations or additinnnlinfonnation_related to the mpense.

5.	olnt AySociation Action. destgnat&e
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	prepared by the joint cooperation of lhe dc. gnntttl agent of each Associllrion and shall be
	approved by the Boards of DiRcto.ra of the :respeo(ive Associations. The budget shall
	11,tovide for reserves for any Hem which would exceed \$10.,0.0('.).f,)O> such a\$ the l'(Jpavmt
	ofWoodhill <u>Dtiv();'IJV WAV of-e□ple ana M by 'Wiy ofll.miu1ti on.</u> Etwll.AluloQinlion
	shall have n;iserv linc-iteo:ifil in 'lh,eir .rospcqtivc budgets for thmrr□1>eciivcslw'c.ofth
	reserve item(u and shall fully fund this reserve. By way of example, if it will cost
	\$50,000.00 to rq,ave Woodbill Drive in 10 years, then the Hm:neownc.rs Associotio;i
	should fund a Woodbill Drive paving reserve with \$3,333.33 per year fur the next 10
	years and the Condamlniurii Association should fund \$1,666.66 for the next 10 years so
	that at the end of the 10 year period each Associotlon would have the amount necessary
	to cover their portion of the repaving. In the event that the Association's, through their
	Boards of Directors, cannot make a majority decision on a disputed issue, the issue is
	escalated to the Mod.iatton.Process.

6. Medi;ilfiOn Pt'o es.s. If the Association's, through their Boards of D□t{:)"rs, cannot make a majority decision, then both parties agree to g:ngc in mandatory mediation pursuant to the teans and procedures set forth in Florida Statute Section 720.311, as same may be amended from rune to time, and the g≪Veming-documents of both parties. Should there be any dispute as to the use of the provisions of Florida Statute Section 720.31.1 and its

6/5/2017 gen application to both Associations □ then the terms and procedures set forth in Florida Statute Section 718.1255, as same may be omentled from time to time, shall apply. In any event, the costs of any m'oohiticn shall be bomc equally by the Romeowuers Association and the Condominium Association and each would be solely respoilSI'ble for its own legal fees incurred in the □ediation process.

- 7, Alteration, ModifieAtion. -Elrmnsion 01,-Jmprovement of n4Ui6es and Commmily -; ptoie is $\Box f$ either A...sociation intends to make mridfficatio 1111, alterations, experious or improvements to any facilities within the easement properly or Community J.lrojects that impact the other party, such Association must notify ffie other \(\subseteq \text{sociation}, \text{ in writing, of } \) the content SUIIounding the- intcrition to make modifications, alterntions, expansions improvements or Communi.ty P.cojeots. Proper "Written :notice will :include.: -(1) the expense solight to be inowred by the undertaking of the modification, nltemtion c:xpansio:n. \(\subseteq \text{vemmt or Commwtlty Project; (2) the-roasou for sccleing such moclificatio | alteratio | expansion. improvement or G01xu:11uasty Project; and () any additional informsition or facts necessary to properly apprise of the matter. Bach party tbntis notified Willhave o.five (5) day period to request additional information, amount baing requested is bu:ger than \$3,000.00, then a minimallll of 3 bids must be obtained. Within ten (10) business days, the des.ignated, agent of each Association, as authorized by their Boards or Membership> must then issue an approval or if a denial of the intended plan. If one or both Associations do not issue an approval or if a denial of tbc foronded plan is made, the intendtil plan must be voted on by the meml>ersbip of the Association s) in order to approve or deny the intended plan and a majority of the collective owners of both Associations voting on the intended plan will control. Notice and procedural entsmust be complied with before any action may be taken. In the event of an emetgency, the affected party will piomptly notify the other party of the lo:unedi:rte actions taken. This shall not apply to maintenance of DistingJmp ovements and this shall be handled by the Association having \(\subseteq 0DS1'' \text{bility for same proceeding} \) with maintenance and s911 \(\) g the bill to the other Association with an eqllan.t1ttoo.of the expense as set forthia paragraph 4 above.
- .8.. MsimensucttContactDlds. Onan.annualhasis..Gilher.:par.ty..ma,y.wp1esrlbatncwbids be obta.i.ocd for.commo.o. or shared services. This request will be processed and managed by the respoDSI"ble party of the e,d.s1:i'.tJg contract The specifications for the contract will be made available for comment to the designated agent of each Association. prior to solioi.trlion of bids. Bids and any analyms will be made available to the desi_gnatpd agent of each Association for review, prior to award of the service contract. The designatpd agc:ot of each Association will approve bids as authorized by their Boards or Membership. and1hcir decisions will be subject to the Mediation Process.
- 10. <u>Front ntrance BrnsJt Jlin.</u> Homeowners' Association ha!! ppma:iy resp^{*}!Y□'bility for the front cutrance brush bins. While the Co:udom.iniuar Associati<Pl.Ill D.Qt utilizing the



brush billt the Homt)tlwners Association sball bear the entire cost of the maintenance, repair and replacement of the brush bin. To the extent that the Con(joi:pfutum.Association is <u>utilizing</u> the brush bin. the costs of maintenance, repair and 1c;plae®1eni shall be split between the Hom w11etil' Association and the Condominium. Association just as any other shared expense (2/3 and 1/3 respectively).

- 11. Woodhlll Drive-i>ayin g. Ho01eowners' Association has primazy responsibillLy for the paving of Woodhill Drive. tJi>qn the I-Jomeownera' Associ8ti0Jl8' prop noti the Co.ndorniaium Association will ootribute one-tbiro. (1/3) of the expenses to the Homeowners' Association for t}ic purpose of oovering the cost of ma.intai.o:itlgtbe paving or repair of WoodhillDrive.
- Dmto.n &tnne Gate. HomeoWIJerS' Association has primacy Iesponsibi.liiy for the bisston ontnmce gate. Upo.n the Someowucui' Associations' proper notico, the C011doroi'oinm Association will contnlrute ono-third (1/3) of the expenses to the Homoownet8' Associatio:n. for tho purpose of cloveriog the cost of moinlsinmg.:repairing, and replaaing the D.isston Entrance Gate. The Homeowners .Association shall be □onsil>le fur the moatbly fi:c of one celluJar line of digital services, which W expected to be ttpproximAt IY \$50.00 per month and for any .administrati.vc costs clwged by its DIIID3gmneot COIIIjlmy., if any. The Cond!"rofnium Associatiou shall be responsible for the □Otitily fee of one ceD.ular line of digita[SQ:111CC\$, which is expected to be a pprwci.instely \$50.00 per mqnth and for any &wnistrative costs charged by its nlimlfgcmmrt company. if any. Each will work with the otha:- to□ that the system is properly updated and system updates and changes me dawnloack:d.
- 13. <u>Poads neat: 500 Conrt.</u> The Condomimmn .Association will be solely responsible for pilynlcmt of tho \(\sigma\) nnoei_.. repair and rq,laoemant of the pond(s) near the 500 Court. This is the poDd at the front of the Commwtily.
- 14. Pop.d.-:tlear.of rnperfy.nex:tito Dlsm,p.Road_and Mltldle Po. .f. The RomcoW1WB'
 ...Association wilt.be aalmy maponsihl mr.ibc pymmt: aft-hr. roaiatcoancr... J:CPBirr.and. replacement of the pond located in the rear of the property Bild the pond located in the middle of the property across from the clubhouse.
- <u>Jnigation</u> <u>pnd</u> <u>UWN</u> <u>Msfiitanance.</u> Bomoowncrs' Association has primary 15. n:sponsibility for the equipment andmaintenance of the common in-it¢i:on systems. In the event of receiving an invoice for a comnwn irrigation expense, upon the Homeowners' Associations' proper notice, the Condo.minium Association will contr.ibute onc \(\) fhird(1/3) of the expenses of the Homeowners' Association. There shall be only one company to serve the in:igation system 1hroughoul: the entire Woods at Anderson Parle community and this company shall be mutually agreed upon by the Homeowners Association and the Coadomini.umAssociation (at the time of recording this ag,rr.emeat, the company that has been mutually agreed upon is Aqua Pro). Either Association can move to have a new company if they become disst1tis iied with the cUII'Cllt company. Overall monitoring and maintenine shall be shared between the !IomeoWnt::rs' Association and the Con!i□Associatioo as any ofbm- shared expense (2/3 lllld 1/3 respectively). If a portion of the irrigation system that is on the property of the Condominium Association requires repair, replacement, or upgrade, the Condominium Association shall be solely responsible for the costs of such repair or replacement or upgrade. If a portion of the inigation system sits within areas serving th,reesidences



within the Homoowners Association. the Homeow,ne,:s Association shall be solely responsible for the costs of such repair or replacement or upgrade. Expenses for the pump(s) and pump station(s) end irrigation of c_oll'11l)Onareas shall be shared as any other shared expense. Each Association may contract with its own landscaping company-and shall be solely xcsponsfble for landscaping maintenance within the bounds of their own $pIOpe \Box ttHh \Box sg!Hh \Box seqn \Box :fil}B \Box f6 \Box dw \Box -a \Box 4- aHh \Box al_ftf_ae.ep\vWfm \backsqrt{-}\vdotb(:1"-shllre\backsqrt{1}-tti\backsqrt{-}e4J\backsqrt{-}e h\backsqrt{-}hOFe\backsqrt{-}nse.s.$

- 16. <u>Lff't limnll</u>. Homeowners' Association has primary responsibility for the Lift Stations, one being located just outside of the Clubhouse and the other being located at the rear of the cocnmUll1ty: Upon the Rom w.o.crs' Associations' proper notice, the <u>Coadomiainm</u> Association will com.ribute oDo-1hird (1/3) to any expenses related to the maintonaoce. repair, or replacement of the Lift Stations.
- W.ater & Sewer. Homeownera' Association has primary ICSpODJnbility for any shared watez and sewer invoices. Upon the- Homeowners. Associatian proper notice, the Condominiwn Association will contribute one-third (1/3) of the third amount owed. In th□ event of a leak experienced by either party, that party with the leak shall be solely responsible for the repair of the leak and associated costs of sumo. In addition, if the re.mlting bills can o shown to deviate-:fi:omthe prev.i us three (3) periods, tha designated agent of tho plicable Association (to be the property mauager so long as the applicable Association has a management company) shall seek a credit from the City of Taipon Springs or other.prov.ider of water and sewer to the co.lllJllUDiw and if.and only if a credit is not forthcommg- within three mdnths of ibc docwneritm request for same shall the party expeciencing the leak have any obligation to cover elevated costs of water for the period in which the leak caused evated expenses. For example, if it is del.cml..intd that the Condonliniwn Association expt:dcn.ocd a leak and the increased invoices totaled \$1,000 over the normal invoice am.OIDIts and there is no credit given by the City of Tatpon. Sp:ri.ngs or Olher provider of water and sewer to the community, dlen the ConLibration it is contained in the Hoareownen' in the Hoareowne (tbc nc:mcown.cm Associations' sliarc of the extra expeose:incwred)=\$666.67.
- Sba.md'&ash invoices. Homcowntr\$' AsS<oiation has prim.my responsibility for any Upon the Homeownem' Associations' proper notice, the CondominiumAs. □ci&tion.will contnlrute on □'(1/3) of the total nmoont incum:d by theliomoow.ners•. Association. The-Homeowners Association shall be solely responment for any expc:n.ses 8BSOciated with extra pick-Up services for 1 ntsh or recycling fur the residences of 1 he B'omcowncmi' Association.
- 19. Shicet L'Igfrting and Outa o or Electricl' ty Homeowners' Association has primary responsibility fut any .sb.ared street lighting; and electricity invoices. The shared meter account numbera will be dooumeo.W! and maintained between the parties. Upon. tJ:ie Homeowners' Associations' proper notice, the Condominium.Association will cont, ribute one-1lrini (1/3) of the total amount owed to the Hloctric Cem pany.
- 20. <u>Commuiufy P:rpfeds.</u> n is agreed that the dcsignl.lted agent of the tipplicabte Associatioo. (to be the property m.auager so long as lhc applicable Assoltiat.ion has a "ma.aagc;µ1cnt company) must notify the Condominium Association and the Homeowneru' Association of any and all projects or other issues that will involve both Associations.
- 21. <u>Default.</u> Any Association which defaults in the full perfomiaoco of any of its obligations

under this Agreement shall be responsible to pay all the costs, expenses and attorney fees incurred by the other Association in the enforcement of such obligations; such liability shall be in addition to all damages and claims otherwise existing by law, as a consequence of each default

22. <u>Scrnce of Notice to the Association as required herein, may be made</u> either by personal. hand delivery, or by regular mail, to any registered member of the Board of Directors of an Association at its address on file with the Management Company or with the Association.

All provisions of this document are subject to compliance with the laws end statutes of the State of Flotida. *If* any portion of this agreement is vio Jated or found to be invalid for any reason, the remainder of the agre:cment shall continue to function as written.

IN WTINESS Ta:BREOF, THE WOODS AT ANDERSON PARK CONDOMINIOM ASSOCIATION, INC., THE WOODS AT ANDERSON PARK HOMEOWNERS' ASSOCIATION, INC., and TIIE WOODS AT ANDERSON PARK IMCRBATION <u>AS\$OCIATIO</u>. INC. hav carured this inst.l'Wn<ml to be signed by their duly authodzod offior (S on this <u>.5"ol-1"</u>) day <u>ofu.n f:</u>, 2017.

THE WOODS AT ANDERSON PARK CONDOMINIUM A	SSOCIATION, INC.
By Questito Williams	clo Ameri-Tech Realty, IDe. 24701 US Highway 19 North, Suite 102 Clearwater, FL 33765
Such the C. Williams Revident Printed Name and Title As Authorized Representative	
'Du:, Olllg:waa. aok:aowledgedhef.om me. this +/1 Pinellas Cowity, Florida.	day of <u>J c,Lf!<l< u="">2017.in.</l<></u>
(hoispersonally known to me; or) who bas produced as idontification, and who () did () or	lid not take an oath.
, ,JC/-) J)./Q	rl-:0-0•,i00::;;;000D-A_W_N_ <u>w_eRt_N_G</u> _e
Commission Expires: 7 - If 5 -::20::io	☐
THE WOODS AT ANDERSON PARK HOMEOWNERS' A	•
By: 3 th 0: Km	Clo Sentry Management, Inc. 2605 Enterprise Road, Suite 200 Clearwater, FL 33759
Bonnett R Kraw De Presil	J
Printed Name and Title	

As Authorized Rcprc..'lontati\re The foregoing was acknowledged before me this $2(\alpha)$ day of 0 $U \land J1...$ 2017 in Pinellas County. Florida. () who is personally known to me; or ()4' who has produced as identification, and who {) did () did not take an oath. Deveny Dettel NOTARY PUBLIC, State of FL □:t EXPIRES: March 26, 2019
°1 i.□ Bonded Thru BudgeI NolaryServkes My Commission Expires: THE WOODS AT ANDERSON PARK.RECRBATIONASSOCIATION, INC. :3'1□6·<> LI□ □hi.at□ Iti (\}c/4-i IQ-r \square Vl *5fnt* \square p*, R- 34-to8") As Authorized Rep nlso lltative The .foregoing was acknowledged befure me this Agihdayof J 1,11c: : 2017in Pinellas County, Florida. Y,wb.o *ls* personallyknown to me.or W o bas produced as iden!,jfie&ti()D. and who () did () did not take en oath. NmARYPIDIIJ<; SW My Commission Expires:



Cianfrone, Nikoloff, Grant&Greenberg, PA (dis) 1964 Bayshore Boulevard, Suite A Dunedin, Florida 34698



Daniel F. Pilka, Esq. Pilka & Associates, P.A. 213 Providence Road Brandon, Florida 33511

I#: 2016394691 BK: 19465 PG: 2302, 12/29/2016 at 04:17 PM, RECORDING 4 PAGES KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: CLKDUl0

> This instrument prepared by and return to: Michael Mayer, Esq. PeytonBolin, PL 4830 W Kennedy Blvd #600 Tampa, FL 33609 Telephone: (813) 867-3212

Email: michael@peytonbolin.com

CERTIFICATE OF AMENDMENT TO AMENDED AND RE-STATED DECLARATION OF CONDOMINIUM FOR THE WOODS AT ANDERSON PARK A CONDOMINIUM

THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION, INC., a not-forprofit Florida corporation (the "Association"), organized pursuant to Chapter 718, Florida Statutes, et seq., for the purpose of managing and operating the real property referenced in the declaration, as defined in and according to the Amended and Re-Stated Declaration of Condominium as recorded in Official Records Book 17136, at Page 684, of the Public Records of Pinellas County, F, □orida, as amended f □om time to time, (the"Declaration"), hereby certifies that on the LV day of 09:ce.m pe (2016, at a duly and properly noticed and called meeting of members of the Association at which a quorum was present, the members present at a meeting duly called for the purpose of adopting amendments to the Declaration, approved and adopted, in accordance with Chapter 718, Florida Statutes and applicable law, that certain Amendment to the aforesaid Declaration, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Signed, Sealed And Delivered in The Presence Of:

WOODS AT **ANDERSON** PARK THE CONDOMINIUM ASSOCIATION., a not-for-

profit Florida corporation

STATE OF FLORIDA)
COUNTY OF PINELLAS)
The foregoing instrument was acknowledged before me this $\frac{5}{2}$ day of $\frac{GoceroboxC}{Park}$. 2016, by Judith Williams, as President of The Woods at Anderson Park Condominium Association, Inc., a not-for-profit Florida corporation, who is personally known to me or who has produced $\frac{EL - OL}{NOTARY PUBLIC}$ as identification and who has executed same on ehalf of said corporation.
LYNN M fiAFtRISH My COMMISSION II- GG025851 My COMMISSION II- GG025851 EXPIRES August 30, 2020
STATE OF FLORIDA)
COUNTY OF PINELLAS)
The foregoing instrument \underline{w} acknowle_d\$ed before me this $\underline{5}$ day of $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ $
My Commission Expires: 8/30/2020
☐ I/☐ - LYNN M PARRISH I/;'I/f:☐ 1 MY COMMISSION# GG025851 ☐ 'I,'ff.i.' EXPIRES August 30, 2020

EXHIBIT "A"

PROPOSED AMENDMENTS TO DECLARATION

Article 3, Section B. 2.; Article 12, Section C; and Article 12, Section N. of the Amended and Re-Stated Declaration of Condominium (the "Declaration") is hereby amended as follows:

Article 3, Section B. 2. Limited Common Elements. Driveways into unit garages, assigned parking spaces, attics, porches (both screened and unscreened), walkways to unit entrances, heating and air condition units and condensers. cable 1V and other common elements appurtenant to units and intended for use only by the owners of such appurtenant units, if any, shall be reserved to the use of the unit owners occupying the unit adjoining such areas, however, such areas shall, for repair and replacement, be maintained by the Association. The repair and replacement of all modifications and any approved changes made by a unit owner; including but not limited to, solar tubes, special plantings, and driveway expansion, are the responsibility of the owner and will not be maintained by the Association. Negligent or intentional damage to such limited common areas by owners of units adjoining any such limited common elements or to any portion of the common elements, shall be paid for or repaired at the expense of said unit owner. These limited common elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Expenses of maintenance and repair relating to the interior surfaces of such limited common elements, if any, and air conditioning units shall be borne by and assessed against the individual unit owner, unless otherwise expressly set forth herein. Any expenses of maintenance, repair or replacement relating to the exterior surfaces of such limited common elements, if any, or involving structural maintenance, repair or replacement excluding air conditioning units and condensation lines shall be treated and paid for as a part of the common expenses of the Association, unless otherwise set forth herein.

Article 12, Section C. No unit owner shall cause any signs of any nature whatsoever, with the exception of Open House signs. to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements, except for name plates which shall be uniform in size and design, and approved by the Board of Directors. Open House signs must be removed by sunset of the day shown.

Article 12, Section N. Na-:(:)ets shall be kept on any Lot or in anyi-awelling otl'ler than dogs, cats, b-iras such as caflqfies--er-,:>arakcets, aflfi.-fist:I such as golafishane tro13ieal varieties. Hewever, no more than-eRe-ft-}-Ge¬-wt:1-iGA-WeigRS-Ae--more than th ¬ve (35) pounds, or ,.••,hich--wul---weigl=I no more than thirty five (35) | I:ffiG&-VVRefI---fuI ¬f"} □ Upon written approval of the

Board of Directors, a unt owner or occupant may keep in their Lot or dwelling a maximum of two (2) p. ets. Only dogs and cats are allowed. The Board may estabHsh reasonable rules and regulations on breed restrictions. No p1t bulls may be kept as a pet. Such permitted dogs and cats must be on a leash when outside of the Owner's dwelling, and may be walked only in the designated "pet walking area" established by the Board of Directors or on the Owner's Lot only. Birds such as canaries or parakeets, and fish such as goldfish and tropical varieties are permitted to be kept on any Lot or dwelling without written approval. No pets shall be raised for commercial purposes. In no event may any permitted pet be allowed to become a nuisance.

All other provisions of Declaration not otherwise amended hereby, shall remain in full force and effect.

NOTE: Those portions of the Declaration that are being deleted t;>y these amendments are represented hereinabove as stricken (e.g., <u>stricken out)</u> and portions of the Declaration that are being added by these amendments are represented hereinabove as underlined (e.g., <u>underlined</u>).

I#: 2016394691 BK: 19465 PG: 2302, 12/29/2016 at 04:17 PM, RECORDING 4 PAGES \$35.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY

DEPUTY CLERK: CLKDUl0

This ins trument prepared by and return to:
Mjchael Mayer-'Esq.
PeytonBo\ln, PL
4830 W Kennedy Blvd #600
Tampa, FL 33609

TI)I;ephone: (813) 867-3212 Email: michael@peytonbolln.com

CERTIFICATE OF AMENDMENT TO AMENDED AND RE-STATED DECLARATION OF CONDOMINIUM FOR THE WOODS AT ANDERSON PARK A CONDOMINIUM

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Signed, Sealed And Delivered in The Presence Of:

THE WOODS AT ANDERSON PARK CONDOMINIUM ASSOCIATION., a not-for-profit Florida corporation

By Judith C. Wolfams

Witness

By Judith C. Wolfams

First Alle Witness

By Judith C. Wolfams

By Jud

STATE OF FLORIDA)
COUNTY OF PINELLAS)
The foregoing instrument was acknowledged before me this $\underline{5}$ day of $\underline{\square rn boC}$, 2016, by Judith Williams, as President of The Woods at Anderson Park Condominium Association, Inc., a not-for $\underline{\square rot}$ Florida corporation, who is personally known to \underline{me} or v:Jho has produced $\underline{EL - OL}$ as Identification and who has executed same on ehalf of said corporation.
My Commission Expires: Je,o[JOd-0 LYNN M PARRISH MY COMMISSION # GG025851 EXPIRES August 30, 2020
STATE OF FLORIDA) :ss
COUNTY OF PINELLAS)
The foregoing instrument $\underline{w} \square$ \square knowled\$ed before me this $\underline{5}$ day of $\underline{Ss.c\text{-em} \square Q} $. 2016, by $\underline{r6ur} \square \square$
My Commission Expires: 8/35/2020
Wily Continues Start Labor (20 12000)
EXPIRES Aogus 30. 202lii

EXHIBIT "A"

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Article 12, Section C. No unit owner shall cause any signs of any nature whatsoever, with the exception of Open House signs. to be posted or affixed to any of the common elements, limited common elements, or in his rf?1,pective unit if such sign may be seen from any portion of the common elements, except for name plates which shall be uniform in size and design, and approved by the Board of Directors. Open House signs must be removed by sunset of the day show.

Article 12, Section N. No pets sl:lail be kept 011-any Ldt or in any dweUi-A§-QtAef-

Board of Directors. a unit owner or occupant may keep in their Lot or dwelling a ma-x;murn of two (2) pets. Only dogs and cats are allowed. The Board may establish reasonable rules and regulations on breed restrictions. No pit bulls may be kept as a pet. Such permitted dogs and cats must be on a leash when outside of the Owner's dwelling, and may be walked only in the designated "pet walking area" established by the Board of Directors or on the Owner's Lot only. Birds such as canaries or parakeets, and fish such as goldfish and tropical varieties are permitted to be kepton any Lot or dwelling without written approval. No pets shall be raised for commercial purposes. In no event may any permitted pet be allowed to become a nuisance.

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NOTE: Those portions of the Declaration that are being deleted by these amendments are represented hereinabove as stricken (e.g., <u>strisken out)</u> and portions of the Declaration that are being added by these amendments are represented hereinabove as underlined (e.g., <u>underlined</u>).