

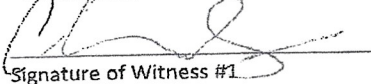
This Instrument Prepared by and Return to:
Knox Levine, P.A.
36354 U.S. Hwy 19 N
Palm Harbor, FL 34684

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR WELLINGTON NORTH AT BAY PARK**

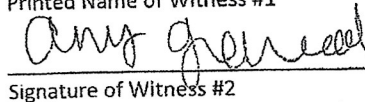
WE HEREBY CERTIFY the attached Amendment to the Declaration of Covenants, Conditions and Restrictions for Wellington North at Bay Park for Wellington North at Bay Park Homeowners Association, Inc. (the "Declaration"). The Declaration was originally described in Official Records Book 0747, Page 800, et. seq., of the Public Records of Hillsborough County, Florida, as amended from time to time. This amendment was duly approved at the Membership Meeting, in the manner required, on July 10, 2024, after notice was provided in accordance with Article XI of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 20 day of July 2024 at Hillsborough County, Florida.

WITNESSES:

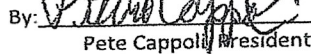

Signature of Witness #1

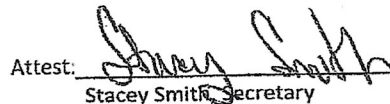
Christopher Colon LaTone
Printed Name of Witness #1


Signature of Witness #2

Amy Greenwald
Printed Name of Witness #2

**WELLINGTON NORTH AT BAY PARK HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: 
Pete Cappoli, President

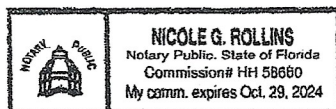
Attest: 
Stacey Smith, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared Pete Cappoli and Stacey Smith, to me known to be the President and Secretary, respectively, WELLINGTON NORTH AT BAY PARK HOMEOWNERS 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 FL DRIVER'S LIC'S and _____ (type of identification) 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 July 2024.

(Affix Stamp Below)




Notary Public
My commission expires:
Printed Name: Nicole G. Rollins

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WELLINGTON NORTH AT BAY PARK

The following is an amendment to the Declaration of Covenants, Conditions and Restrictions for Wellington North at Bay Park for Wellington North at Bay Park Homeowners Association, Inc., originally recorded at Official Records Book 0747, Page 800, et. seq. Public Records of Hillsborough County, Florida, and as may subsequently amended from time to time.

New Wording Double-Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording).

Declaration Article IX, Section 18 is **replaced** to read as follows (Substantial rewording. See governing documents for current text):

18. **Use, Rentals.** All leases or occupancy agreements of Lots (collectively, "Lease Agreements") are subject to the provisions of this Section. For purposes of this Declaration, "leasing" is the exclusive occupancy of a Lot by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service or gratuity. Lots shall be used for single family residential purposes only.

(a) Term of Ownership Prior to Renting/Leasing. No Owner may rent or lease their Lot during the first two (2) years of Ownership.

(b) All Lease Agreements and Lease Agreement renewals shall be in writing and shall be provided to the Association at least 15 days before the start of the lease term. This is in addition to the application requirements in subsection (i), below.

(c) No Lease Agreement may be for a term of less than six (6) months or for more than one (1) year.

(d) No Lot may be leased more than three (3) times per calendar year.

(e) Leases must be for the entire home and individual rooms within a home shall not be leased separately.

(f) Lots may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. Individual rooms of a residence may not be leased on any basis. No transient tenants may be accommodated in a Lot or residence.

(g) No subleasing or subletting permitted.

(h) Advertising (e.g. on AirBNB, VRBO, Craigslist, Booking.com or any other online or print venue) a rental which would violate this Section is a violation.

(i) The Lot and home must be in compliance with all maintenance requirements before it is leased or rented. This includes lease renewals. The Board has the authority to deny a lease renewal if the Lot and/or home are not in compliance with all maintenance requirements.

(i) Approval of All Tenants.

- i. A completed application for a tenant and all prospective residents age 18 and over must be submitted to the Board at least fifteen (15) days prior to the proposed occupancy date to allow for the Association to process a background check as described below. An application fee of \$50 per tenant over the age of 18 must be included with the submission of any application (such fee is subject to change by the Board of Directors). The information disclosed on the application form, plus any other information as the Board or its management company may deem necessary, will be used by an investigation company to complete the checks. The Association shall also have the authority to approve or disapprove all tenants based on the criminal background check. The Board may require a background check at any time, and may deny occupancy based on that background check.

Reasons for potential disapproval of any tenant may include:

- a. The individual has previously resided or occupied a Lot in the Association and has been cited for a violation of the Association's governing documents, including any of its rules and regulations;
- b. False, misleading or incomplete information has been provided on the application form;
- c. The individual poses a danger or undue risk to the safety or general welfare of the community including but not limited to:
 - (i) the individual has a felony conviction for a crime for which the sanction imposed has not been completed, or
 - (ii) the individual has a felony conviction for a crime for which the sanction imposed has been completed, but:
 - The felony conviction has occurred within the last fifteen (15) years; or

- The felony conviction would be a crime which designates the individual as a sexual predator or sexual offender; or
 - The felony conviction is related to illegal drugs or domestic violence, or
 - (iii) the individual has a misdemeanor conviction within the last ten (10) years which within the judgment of the Board poses a safety concern to the community, which may include offenses related to illegal drugs.
- ii. The Board has the authority to promulgate and modify rules to implement the provisions hereof, including but not limited to rules regarding the application form, documentation required to be submitted with the application, additional background check standards, and the application fee.

(k) The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. All Lease Agreements shall incorporate the Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations (the "Governing Documents"), whether or not so stated, and all lessees, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such documents. The Owner shall provide a copy of the Association's Governing Documents to the tenant prior to execution of the Lease Agreement. The tenant must sign an acknowledgement of receipt of the Governing Documents and this acknowledgement must be provided to the Association prior to occupancy.

(l) All Lease Agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant, their guests, occupants, family members or invitees of the Declaration, Bylaws, Rules and Regulations, or other policies duly adopted by the Association is deemed to be a default under the terms of the Lease Agreement and authorizes the Owner to terminate the Lease Agreement without liability and to evict the tenant in accordance with Florida law. This includes the failure of the tenant to maintain the home and Lot as required by the Governing Documents. By acceptance of a deed to a Lot, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant, and their guests, occupants, family members or invitees, should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant as attorney-in-fact on behalf of the Owner, and the costs of the same shall be the responsibility of Owner. Prior to eviction of a tenant, the Association shall give the Owner at least five (5) days' written notice to allow the Owner to secure

compliance from the tenant. Notice shall be sent to the last known address provided by Owner to the Association. If the tenant does not cure the violation within such time-period, the Board may commence eviction proceedings. Additionally, the Association shall be entitled to injunctive or other equitable relief as a remedy for the tenant's violation of the Declaration, Bylaws, or Rules & Regulations of the Association. The cost of all legal action taken by the Association, including reasonable attorneys' fees incurred and court costs, associated with the eviction shall be the personal obligation of the Owner, and shall be a continuing lien on the Lot to be collected in the same manner as a lien for past due assessments, as prescribed by the governing documents and Florida Statutes, as amended from time to time. The Owner/ Lessor shall indemnify and hold the Association harmless against all liabilities imposed or sought to be imposed against the Association as a result of the Association's actions or failure to act pursuant to this provision.

(m) In the event the Board determines that a tenant is responsible for damage to the Common Area, the Association shall provide the necessary maintenance, repair, or replacement and all costs incurred shall be assessed against the Owner's Lot as a specific assessment.

(n) No Owner may rent his Lot if, at the time he desires to enter into a Lease Agreement or renewal, the Owner is not current on all assessments and other amounts owed to the Association. This includes lease renewals. The Board has the authority to deny a lease renewal if the Owner is not current on all amounts owed to the Association. The Board also has the authority to deny a lease agreement or renewal if the Owner or Tenant are in violation of the governing documents or promulgated rules and regulations.

(o) The restrictions in this Section shall not apply to the Association in the event it takes title to a Lot by foreclosure or deed in lieu of foreclosure.

END OF AMENDMENT