

This instrument was prepared by,
or under the supervision of
(and after recording return to):

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CERTIFICATE OF AMENDMENT
TO THE MASTER DECLARATION OF CONDITIONS,
COVENANTS AND RESTRICTIONS FOR PIPERS
MEADOW AND PIPERS MEADOW SOUTH FOR PIPERS
MEADOW HOMEOWNERS' ASSOCIATION, INC. AND
NOTICE OF SCRIVENORS ERROR

Instructions to recorder: Please index the legal name of the association.

THESE AMENDMENTS are made this 8th day of September, 2021 by PIPERS MEADOW HOMEOWNERS' ASSOCIATION, INC., a Florida limited liability corporation (the "Association").

The Association has placed on record the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South Homeowners' Association, Inc., recorded on December 8, 1988, in the Official Records Book 6892, Page 1207, Public Records of Pinellas County, Florida, (the "Declaration"), as the same has been re-recorded and restated and amended, from time to time.

RECITALS

WHEREAS, the Association has met the necessary vote requirements to amend the Declaration under Article VIII, Section Four, of the Master Declaration of Conditions, Covenant and Restrictions for Pipers Meadow and Pipers Meadow South; and

WHEREAS, meeting(s) held on June 10, 2021 were duly called for the purpose of voting on the proposed amendments to the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South, the proposed amendments were approved;

WHEREAS, Association desires to amend the Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South, and intends to record these amendments as evidence such amendment on terms set forth herein; and

WHEREAS, a prior version of these amendments were recorded with scrivener's errors, to which this recording shall correct, and this amendment shall control and supersede the prior version recorded at BK 21696 and PG 1388 of the County's public record.

NOW, THEREFORE, the Association amends its Master Declaration of Conditions, Covenants and Restrictions for Pipers Meadow and Pipers Meadow South as follows:

(Deleted language marked with a ~~strike through~~ line, new language marked with double underline.)

I. Proposed Amendment to add subsection 10 to Section 5 of Article VI of the Declaration:

SECTION 10. LEASE AND RENTAL RESTRICTIONS.

- (a) Leasing Term Restrictions. No Lot owner obtaining title to a Lot after June 10, 2021, shall lease or rent that Lot, for or without consideration, within the first twelve (12) months of obtaining title. A Lot Owner may rent or lease his Lot provided that the term of the lease or rental is a minimum of six (6) months. Lot Owners are prohibited from two (2) or more leases in any twelve (12) month period, regardless of lease term, unless otherwise approved by the Association in the case of hardship. Lots and homes may be leased or occupied only in their entirety, and at no time may individual rooms be rented out. No bed and breakfast facility shall be operated on any Lot. No transient tenants may be accommodated in a Lot.
- (b) Application Process. The Board shall have the right to approve or deny a lease or rental agreement, and no lease is valid without written approval of the Board. Any attempt to rent or lease said Lot without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void; provided, however, any lease may be validated by subsequent approval of the Association at its discretion. The Lot Owner, and/or the tenant, must deliver to the Association ten (10) days prior to tenancy, the following: (i) a copy of the rental or lease agreement; (ii) a completed tenant application form provided by the Association, and any other information form(s) as may be required by the Association; (iii) a copy of the national background check(s) referenced in this provision; and (iv) a \$50 non-refundable application fee. The Lot Owner must complete a national background check (including: criminal, credit, etc., and other items that the Board shall from time to time require) on all tenant(s) and occupant(s) of the Lot. The Board of Directors has the authority to require an interview of all proposed lessees/tenants prior to tenancy.
- (c) Covenant Compliance. The Association shall have the right but not the obligation to enforce its Declaration, Bylaws, Articles of Incorporation, and Rules and Regulations against such tenant(s) and the Lot Owner, but such enforcement is the sole responsibility of the Lot Owner. All Lease Agreements shall require the Lot to be used solely as a private single-family residence. 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 the Association. The Board also may implement reasonable rules and regulations regarding tenants and rentals. A tenant's failure to comply with the Declaration, Bylaws, Articles of Incorporation, or Rules and Regulations may result in the tenant's eviction as deemed necessary by the Board and shall be at the Lot Owner's expense. The Association shall be permitted to take every legal remedy available to prevent violations of compliance issues, including, levying individual assessments as articulated by the Board of Directors for a specific violation, issuing fines under the statutory fining process, seeking private or statutory mediation or arbitration, seeking injunctions or lawsuits for damages, as well as any other remedy at law. The Owner shall pay all costs and attorney's fees that the Association may incur as a result of enforcement at the time the expense is incurred.
- (d) Short Term Rental Sites. Lot Owners are prohibited from renting Lots as short-term rentals, or even posting Lots on any peer-to-peer online marketplace or homestay networks, including but not limited to Airbnb or VRBO; any violators of this provision shall be barred for twelve (12) months from the authority to rent any Lots to a third party. Any non-owner occupant residing within in a

Lot that is posted to a peer-to-peer online marketplace or homestay network, including but not limited to Airbnb or VRBO, shall automatically be deemed unapproved tenants under this Declaration.

- (e) Deposits. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Three Hundred and No/100 (\$300.00), or such other amount as determined by the Board of Directors from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an individual assessment.
- (f) Hardship Exception. The Board may grant hardship exceptions to these restrictions on a case by case basis, based on exigent circumstances.

II. Proposed Amendment to subsection 8 to Section 5 of Article VI of the Declaration:

The roofs on all dwellings shall be covered with concrete tile, cedar shakes, or a minimum 300 lb. asphalt dimensional shingle or other materials to be determined by the Board of Directors from time to time.

III. Proposed Amendment to subsection 9 to Section 5 of Article VI of the Declaration:

In addition to the minimum landscaping plan acceptable to the Committee, at least ~~one~~ one ~~hardwood~~ tree shall be added to each Lot to further enhance the subdivision street scene. This ~~hardwood tree~~ tree shall be a minimum 2 1/2" 3" caliper, and 12' 18' 4' - 6' in height. The tree should be planted on the house side of the sidewalk ~~within six (6) feet of the sidewalk.~~ The tree shall be maintained by the owner and shall be replaced in a timely fashion if it dies or becomes diseased. In the event any owner fails to maintain or replace said tree, the Association may, at its option, enter the Lot and repair or replace the tree. The owner shall be personally liable to the Association for the costs of such repair or replacements, which shall constitute a special assessment against and lien upon the Lot.

IV. Proposed Amendment to subsection 3 to Section 13 of Article VI of the Declaration:

No owner shall install or permit any exterior antenna or satellite dish of any nature upon any Lot, building on a Lot, or Common area, unless it is equal to or less than one (1) meter in diameter, as specified by the FCC Rules that apply to Florida as amended from time to time, and the location is approved in writing by the Board of Directors or an appointed architectural committee of the

Association. At no time can the Board limit a location if the signal or reception is shown to not be reasonably satisfactory.

V. Proposed Amendment to subsection 3 to Section 16 of Article VI of the Declaration:

No exposed above ground tanks will be permitted for the storage of fuel, water or any other substance, except for water tanks that may be constructed by the Declarant for the storage of portable water for the community and fuel tanks for use during construction operations unless concealed from the public view of the neighboring Lots, streets, waterfront and open areas. Above ground tanks must be firmly anchored to the ground. Enclosures for concealment may consist of landscaping, block, wood, or other materials that is compatible with the main structure.

VI. Proposed Amendment to add subsection 8 to Section 7 to Article VI of the Declaration.

SECTION SEVEN, SCREENING OR OTHER USES. 8. Temporary basketball equipment, hoops, and rims are permitted on an owner's Lot, and are not required to be put away. Furthermore, said temporary basketball equipment, hoops, and rims do not require prior approval from any part of the Association. However, all temporary basketball equipment, hoops, and rims must be kept clean and in good condition at all times. Permanent basketball equipment of any kind, including but not limited to being attached to the home or cemented into the ground, are prohibited. For the purposes of this provision any poles incorporated into a temporary basketball equipment, hoop, and/or rim are permitted, and exempt from the restriction described in Section 13.1 of this Article, as long as they are not permanently attached to the Lot or home in any way. Furthermore, for the purposes of this provision, use of this temporary basketball equipment, hoop, or rim, is not considered a recreational court requiring prior ACC approval, as described under Article VI, Section 1.2, unless in addition to the temporary basketball equipment, hoop, or rim, an entire permanent basketball court is installed into the Lot.

VII. Except as specifically modified herein, the Declaration shall remain in full force and effect without modification.

[REST OF THE PAGE IS BLANK; JUMP TO NEXT PAGE FOR SIGNATURES]

IN WITNESS WHEREOF, Pipers Meadow Homeowners' Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 8th day of September 2021, at Pinellas County, Florida.

Pipers Meadow Homeowners'
Association, Inc.

By: Mary Waterbury, Pres
President

Print Name: Mary Waterbury, Pres

[Signature]
Witness Signature

Print Name: James Renallo

[Signature]
Witness Signature

Print Name: Terry McLaughlin

STATE OF FLORIDA
COUNTY OF Pinellas

THE FOREGOING INSTRUMENT was acknowledged before me this 8 day of September, 2021, by Mary Waterbury, as President of the Association, who ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
Notary Public

Eileen Pratt
Print Name

My Commission Expires: 5/20/2024

(Notary Seal)

