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April 6, 2022

VIA E-MAIL ONLY

Board of Directors
Harbor Pointe Condominium Association of Dunedin, Inc.
c/o ProActive Management

Re: Certificate of Amendment – Declaration

Dear Board Members:

Enclosed please find a Certificate of Amendment to the Declaration as recently recorded in the public records for the Association's review and records.

Please distribute a copy of the recorded document to the owners within the Community and place the original in the Association's official records.

If you have any questions, please do not hesitate to call.

Sincerely,

Daniel J. Greenberg

Daniel J. Greenberg, Esq.

DJG:cmg
Enclosures

PREPARED BY AND RETURN TO:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
FOR
HARBOR POINTE, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 22 2022, by not less than two-thirds (2/3) of the Board of Directors and two-thirds (2/3) of the membership, the Declaration of Condominium for Harbor Pointe, a Condominium, as originally recorded in O.R. Book 5505, Page 665 et seq., of the Public Records of Pinellas County, Florida be, and the same is hereby amended as follows:

The Declaration of Condominium for Harbor Pointe, a Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Declaration of Condominium for Harbor Pointe, a Condominium".

IN WITNESS WHEREOF, HARBOR POINTE CONDOMINIUM ASSOCIATION OF DUNEDIN, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 29 day of March, 2022.

HARBOR POINTE CONDOMINIUM
ASSOCIATION OF DUNEDIN, INC.

(Corporate Seal)

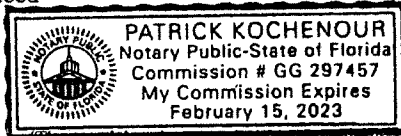
By: David Schmidt
DAVID SCHMIDT, President
Printed Name

ATTEST:

Doreen Bennett
Doreen Bennett, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29 day of March, 2022, by David Schmidt, as President and Doreen Bennett, as Secretary, of Harbor Pointe Condominium Association, Inc., and are personally known to me or have produced _____ as identification.



Patrick Kochenour
NOTARY PUBLIC

(The provision the Association is amending, has been amended in the past and such Certificate of Amendment was recorded in the public records of Pinellas County, Florida at O.R. Book 12783, Page 1509 et seq. on May 30, 2003. This particular Certificate of Amendment contains a scrivener's error and references the original Declaration by the incorrect O.R. Book and Page, where said original Declaration of Condominium for Harbor Point, a Condominium was originally recorded. The recording information contained within THIS Certificate of Amendment references the correct original recording information for said original Declaration of Condominium for Harbor Pointe, a Condominium)

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
FOR
HARBOR POINTE, A CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. Shall Section 20, Sales Rental, Lease or Transfer, of the Declaration of Condominium, be amended to read as follows:

20. Sales, Rental, Lease, ~~or~~ Transfer or Occupancy.

20.06 Renting of any unit shall be allowed only for a minimum of three (3) months and a maximum of five (5) months, not more than once in any twelve-month period. Renting and leasing for greater than five (5) months in any twelve (12) month period shall not be permitted, ~~except under the following circumstances:~~

~~———— (1) — Any unit currently occupied by a lessee subject to a lease on one (1) year or more can continue to lease and renew leases at the option of the owner and the tenant yearly through the year 2012.~~

~~———— (2) — Any owners of units currently have a lessee with a lease agreement of one (1) year or more may continue to rent to subsequent renters until 2012.~~

~~———— After Declaration 31, 2012 only rentals with a minimum of three (3) months and a maximum of five months and one rental in any twelve (12) months period will be permitted with regard to any unit.~~

Only entire units may be leased. Sub-leases and leases of individual rooms are prohibited. Units may not be leased without prior approval of the Association. An owner shall notify the Board of Directors, in writing, of their intent to lease the unit on such forms as the Board may require, and the Association may charge an application fee up to the highest amount allowed by law.

The Board of Directors may disapprove a proposed lease or occupancy 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) Conviction of any violent, theft or drug-related felony or misdemeanor crime, 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 or sexual predator listed in any state or federal sex offender registry or equivalent thereof.

...

20.12 Owners shall be permitted to allow immediate family members (defined as parents, grandparents, children, grandchildren or siblings) to occupy the unit with or without the presence of the unit owner. The Owner must notify the Association of such guest occupancy and provide the names of the individuals, contact information (phone number and e-mail address) and length of stay prior to commencement of same when unit owner is not present. Guest occupancy is limited to no more than six (6) individuals at any given time, and at all times at least one guest in residence must be eighteen (18) years of age. All guest must be provided with a copy of the Association's Rules & Regulations. The Board shall have the authority to promulgate additional guest restrictions not inconsistent with this provision.