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PREPARED BY AND SHOULD BE
RETURNED TO:
RICHARD A. ZACUR, ESQUIRE
Zacur & Graham, P.A.
5200 Central Avenue
St. Petersburg, Florida 33707

Plats pertaining hereto are filed in Plat Book 3, Page 48.

AMENDMENTS TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, A CONDOMINIUM

WHEREAS, the Board of Directors and members of MAINLANDS OF TAMARAC BY THE GULF, UNIT NO. TWO, ASSOCIATION, INC., hereinafter referred to as "Association," desires to amend the Amended and Restated Declaration and Amended and Restated By-Laws for said association, which Amended and Restated Declaration of Condominium and Amended and Restated By-Laws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 17287, beginning with Page 2129, et seq.

WHEREAS, meetings of the Board of Directors of the Association and said unit owners/members were duly called in accordance with the Amended and Restated Declaration of Condominium and Amended and Restated By-Laws, after proper notice was given to the unit owners/members.

WHEREAS, such meeting took place on November 15, 2022, there was present a quorum of Directors and a quorum of unit owners/members as defined and required by the Amended and Restated Declaration of Condominium for said Association.

WHEREAS, after due consideration, of said proposed amendments, which amendments were proposed by resolution by said Directors, same were presented for a

vote, and accepted by the required vote of the Board of Directors, and said amendments were approved by the vote of the required percentage of unit owners/members according to the provisions of the Amended and Restated Declaration of Condominium.

WHEREAS, that the Board of Directors and the owners/members have approved the Amendments to the Amended and Restated Declaration, said Amendments are hereinafter provided.

NOW THEREFORE, said Amended and Restated Declaration shall be hereby amended pursuant to the heretofore stated authority and requirements, which Amendments are to be provided within said Amended and Restated Declaration, and said Amendments are as follows:

1. 5. Maintenance, Alteration and Improvement. The responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

B. Common Elements.

(2) Alteration and Improvement. After the completion of the improvements included in the common elements which are contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners ~~of not less than seventy-five percent (75%) of the common elements as provided by the Bylaws~~ at a duly called meeting of not less than seventy-five percent (75%) of the unit owners present. Failure of an owner or owners to approve an alteration or improvement approved by owners of seventy-five (75) percent of the common elements at a duly called meeting, shall not relieve such owner or Owners of their respective shares of the cost thereof.

2. 12. Maintenance of Community Interest. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of a unit by any shall be subject to the following

provisions so long as the Condominium exists, which provisions each unit owner covenants to observe.

B. Approval by Association. The approval of the Association which is required for the transfer of ownership of units shall be obtained in the following manner:

(4) The Association shall have the right to perform background checks on any new owner who is purchasing a unit within the Association any person that has resided within a unit as a tenant or guest for a period over 45 days.

3. The Amended and Restated Declaration shall be amended as follows:

12. Maintenance of Community Interest. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of a unit by any shall be subject to the following provisions so long as the Condominium exists, which provisions each unit owner covenants to observe.

C. Disapproval by Association. If the Association shall disapprove a transfer of ownership or rental of a unit, the matter shall be disposed of in the following manner:

f. Notwithstanding anything to the contrary herein, the requirement to purchase a unit in the event of a purchase or lease denial shall not apply in the event the following reasons and facts have been provided to the Association and the Association has denied the potential buyer or renter. The Association shall notify the potential buyer or renter of such denial. The Association shall have no responsibility to comply with any provision of this paragraph in the event that the reason for denial is based upon the reasons set forth herein.

Legal Reasons for Association to Deny Potential Buyers or Renters.

1. There is a violation of a rule outlined in the governing documents;
2. A propensity to violate rules and regulations in the past where the applicant who has lived in an association as a tenant or owner and now wants to buy within this Association has violated the previous Association's rules;
3. Damaged the previous Association or apartment;
4. Harmed or threatened to harm members of the Board of Directors or Officers of the previous Association;
5. Misrepresentations on the potential buyer's or renter's application.

6. The potential buyer or renter has been convicted of a felony for violent crimes involving property and their civil rights have not been restored.
7. The potential buyer or renter is a pedophile, sexual deviant, has been convicted of a sex crime.
8. The potential buyer or tenant has been convicted of burglary, theft, robbery, felony drug offense, including intent to sell within the previous Association or apartment in which the individual has resided.

4. The purpose of this Amendment is to prohibit single room or partial unit rentals.

12. Maintenance of Community Interest. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of a unit by any shall be subject to the following provisions so long as the Condominium exists, which provisions each unit owner covenants to observe.

A. Transfers Subject to Approval.

(2) Lease. No unit owner may dispose of a unit or any interest therein by lease without approval of the Association, except to a unit owner. Units can only be rented in their entirety, and no individual room, room, or partial portions of the unit shall be rented. A rental, for purposes of this Declaration, shall be defined as a unit being occupied by anyone other than the record title owner(s). Disapproval of a lease or renewal lease shall include the reasons set forth within Paragraph 12(c)(f), 1-8.

5. 12. Maintenance of Community Interest. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of a unit by any shall be subject to the following provisions so long as the Condominium exists, which provisions each unit owner covenants to observe.

(6) Approval of Occupants. Persons residing in units who are neither approved owners or tenants, and who remain in units for longer than Forty-Five (45) total days in a calendar year, will be considered "residents," and are therefore must be approved by the Board of Directors, pursuant to the procedures set forth elsewhere in this Declaration.

RESOLVED, further, that said Amendments to the Amended and Restated Declaration of Condominium of the Association are hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

MAINLANDS OF TAMARC BY THE GULF
UNIT NO. TWO, ASSOCIATION, INC.

BY: _____
President

By: _____
Secretary

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged via ☑ physical presence OR ☐ online notarizations, before me this 9 day of December, 2022, by James Schimpf, the President and Faith Borgeson, the Secretary, who are personally known to me or who have produced Personally Known / Personally Known as identification and who did take an oath and depose and say that he/she executed the foregoing Amendments for the purposes therein expressed.

My commission expires: 7/5/2025

JOSEPH POLKOWSKI
Notary Public
State of Florida
Comm# HH144552
Expires 7/5/2025

_____
Notary Public

Joseph Polkowski
Notary Name Typed/Printed

(Coding: Words in underscored type indicate additions and/or amendment from the Amended and Restated Declaration, Amended and Restated By-Laws or Amended and Restated Articles of Incorporation. Unless amended herein, all paragraphs not amended or altered shall remain in full force and effect including all sub-paragraphs.)