

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 COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELLERIVE AT FOX HOLLOW**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on February 13, 2019, by a vote by members holding at least two-thirds (2/3) of the total votes in the Association, the Declaration of Covenants, Conditions and Restrictions for Bellerive at Fox Hollow, as recorded in O.R. Book 3246, Page 396, et seq., of the Public Records of Pasco County, Florida, be, and the same are hereby amended as follows:

The Declaration of Covenants, Conditions and Restrictions for Bellerive at Fox Hollow is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions for Bellerive at Fox Hollow."

IN WITNESS WHEREOF, BELLERIVE AT FOX HOLLOW HOMEOWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 5 day of March, 2019.

BELLERIVE AT FOX HOLLOW
HOMEOWNERS ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

Marilyn Lipton-Henzel
MARILYN LIPTON-HENZEL, Treasurer

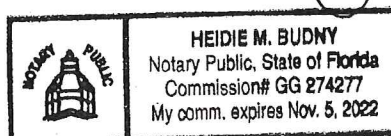
By: Juan
Juan Fernandez, President

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 5th day of March, 2019, personally appeared before me John Fernandez, President, and Marilyn Lipton-Henzel, Treasurer of Bellerive at Fox Hollow Homeowners Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Heidie M. Budny
NOTARY PUBLIC

My Commission Expires:



SCHEDULE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
BELLERIVE AT FOX HOLLOW
(WITH CHANGES TO SECTION 10.11(a) ADDED AS OF 1/18/19)

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

1. ARTICLE X, GENERAL PROVISIONS, Section 10.11, Notice of Sale, Lease or Mortgage, of the Declaration of Covenants, Conditions and Restrictions, is amended to read as follows:

10.11 Notice of Sale, Lease or Mortgage. In the event an Owner sells, leases, mortgages or otherwise disposes of any Lot or Unit, the Owner must promptly furnish to the Neighborhood Association in writing the name and address of such purchaser, lessee, mortgagee or transferee.

(a) No Lot or Unit may be leased during the initial twenty-four (24) months of ownership. All leases shall be for a term of not less than twelve (12) months, and no Lot or Unit may be leased more than once in any given 12-month period except as approved by the Board in instances of documented hardship. Owners shall not advertise or cause to be advertised the leasing of a Lot or Unit within the community that would be for a period of less than twelve (12) consecutive months nor shall Owners advertise or cause to be advertised the leasing of less than an entire Lot or Unit and all improvements thereon or a lease that would otherwise be in violation of this Declaration. This includes, but is not limited to, advertisements on websites such as AirBnB and VRBO. Advertising in violation of this restriction subjects the Owner to fining and the Association shall be entitled to an injunction to prohibit such further advertisement. Any occupancy of a Lot or Unit by a person or persons that is giving consideration for the right to occupy (whether categorized as a lease or a license) OR by any person or persons for more than six (6) days in any calendar year in the absence of a record Owner shall be deemed a lease for purposes of enforcing any and all restrictions contained herein; except that the Board of Directors may grant exceptions where it is shown by the owner, in the sole and absolute discretion of the Board of Directors, that there is no consideration being given to the owner including, but not limited to, where an individual is housesitting for an owner while said owner is away on vacation.

(b) Owners intending to enter into or renew a lease agreement shall not do so without the prior approval of the Association. Owner shall, no less than thirty (30) days in advance of the proposed start date of the lease or renewal of the lease, notify the Board of Directors, in writing, of an intent to lease or an

intent to renew an existing lease on such forms as the Board may require. The Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct criminal and/or financial background check(s), but shall not be obligated to do so. In connection with running criminal and/or financial background check(s), the Association shall be entitled to any information necessary for same. The Board shall have the authority to consider an applicant's credit history, including, but not limited to the applicant's credit score and ability to pay rent without third party assistance, along with any other factors deemed relevant by the Board from time to time. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed leases and occupancies from time to time. 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) Prior criminal convictions which indicate 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.

(c) The Owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, Bylaws, and the rules and regulations against the tenant and the tenant's family members, guests, and invitees. The Association shall have the authority to evict the tenant for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, as an agent of the Owner, pursuant to Chapter 83 of the Florida Statutes. The Owner shall cooperate with the Association in any manner necessary to effectuate the eviction and Owner shall be solely responsible for any and all costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant under the provisions of Chapter 83 of the Florida Statutes.