

Prepared By and Return To:  
Greenberg Nikoloff, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, Florida 34698

**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF PARKWOOD SQUARE APARTMENTS,  
BUILDING B, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on March 20, 2024, by the approval of seventy-five (75%) percent of the owners, the Declaration of Condominium of Parkwood Square Apartments, Building B, A Condominium, as recorded in O.R. Book 3648, Page 313, et seq., as amended from time to time and all in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium of Parkwood Square Apartments, Building B, a Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of Parkwood Square Apartments, Building B, a Condominium".

IN WITNESS WHEREOF, PARKWOOD SQUARE APARTMENTS B, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 25 day of March, 2024.

PARKWOOD SQUARE APARTMENTS B, INC.

(Corporate Seal)

By: Matthew M Doucette  
Matthew Doucette, President  
Printed Name

ATTEST:

Debra L. Arthur  
Debra L. Arthur, Secretary Vice President  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 25 day of March, 2024, by Matthew Doucette, as President and Debra Arthur, as Secretary, of PARKWOOD SQUARE APARTMENTS B, INC., and are personally known to me or have produced as identification. VP



Corey Palmer  
NOTARY PUBLIC

**SCHEDULE OF AMENDMENTS TO  
DECLARATION OF CONDOMINIUM OF PARKWOOD SQUARE APARTMENTS,  
BUILDING B, A CONDOMINIUM**

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

1. Article 13, Maintenance of Community Interest, of the Declaration shall be deleted in its entirety and amended to read as follows: **(substantial rewording; see existing Section 18 of the Declaration for current wording.)**

13. Maintenance of Community Interest: In order to ensure a community of congenial residents and thus protect the value of the Apartments, the sale, leasing, transfer and occupancy of the Apartments shall be subject to the following provisions, and the Board of Directors shall have the power to adopt and amend additional guidelines in furtherance of the restrictions set forth herein:

Section 1. SALES. Prior to the sale or transfer of an Apartment, any Apartment Owner desiring to sell or transfer his Apartment, including by gift, inheritance or devise, shall first submit the name of the proposed purchaser, and the contract of sale to the Board of Directors for their approval or disapproval. 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 a criminal background check, but shall not be obligated to do so. In connection with running a criminal background check, the Association shall be entitled to any information necessary for same.

The Board of Directors may disapprove a proposed sale, transfer, lease or occupancy based upon considerations for the health, safety, and general welfare of the Condominium; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Condominium 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 buyer, transferee, tenant or occupant based upon the contents of any background report received.

If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If neither approved nor disapproved within thirty (30) days, the transfer shall be deemed to have been disapproved by the Board of Directors. Any sale, transfer, lease or occupancy made in violation of this Article 13 shall be deemed void.

Title to an Apartment may not be held by a fictional entity such as a corporation, limited liability company, or partnership; ownership shall be required to be held by a natural person or natural persons either in their

individual capacity or as trustee of a trust. In the event title is held by a trustee of a trust, the Owner shall disclose to the Association the beneficiaries of the trust.

Section 2. LEASING AND OCCUPANCY. All Apartments must be permanently occupied by an individual who is at least fifty (55) years of age or older and no one under the age of eighteen (18) years of age may permanently reside in any Apartment at any time and in accordance with Article 6 of this Declaration. Apartments may not be leased (including renewals) or occupied without the approval of the Association. This section shall also apply to all occupants, including, but not limited to, prospective owner(s), lessee(s), any person residing in an Apartment overnight, with or without the presence of the Apartment Owner, and any family members of a prospective owner(s) or lessee(s), with the intent being to provide the Board with authority to regulate occupancy within the Association, regardless of whether a formal lease is executed. No Unit may be leased during the initial twelve (12) months of ownership, except that this restriction shall not apply to those units for which the Association holds title. All proposed buyers, transferees, lessees or occupants may be required to be interviewed by a committee appointed by the Board of Directors prior to occupancy. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures in furtherance of these restrictions from time to time.

All leases shall be for a term of not less than twelve (12) months. No rooms may be leased except as part of the leasing of an entire Apartment. No Apartment shall be advertised for rent as a vacation rental on sites such as Airbnb, VRBO or the like. Apartments may be leased for single-family residential use only. For the purpose of this Section, "single-family residential use" shall mean occupancy by a single housekeeping unit composed of (1) person; two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption, or acting as guardian, legal custodian, or legal designee, of a parent of a minor child residing within the unit, it being the intention of this provision to prohibit occupancy of a unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied to construe to permit discrimination based upon familial status, handicap, or other protected classification under Fair Housing laws.

The Apartment shall, no less than thirty (30) days in advance of the proposed start date 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 a criminal background check, but shall not be obligated to do so. In connection with running a criminal background check, the Association shall be entitled to any information necessary for same. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy. 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.

Section 3. ENFORCEMENT. The Apartment 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 a tenant and/or occupant and the tenant's/occupant's family members, guests, and invitees. The Association shall have the authority to evict any unapproved buyer, transferee, tenant, or occupant for violation of any of these restrictions, rules, or regulations contained herein, 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. The Apartment Owner shall be responsible for the Association's attorney's fees and costs incurred in enforcing this provision, and such amounts shall become an assessment upon the Apartment, collectible in the same manner of Assessments as provided in this Declaration. 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.