

ASSOCIATION ASSESSMENT ATTORNEYS

A PROFESSIONAL ASSOCIATION

February 1, 2019

Via Regular Mail

The Racquet Club Northeast Condominiums, Inc.
c/o MC Homes Realty
2100 4th St. N.
St. Petersburg, FL 33704

Re: The Racquet Club Northeast Condominiums
Recorded Originals - Certificate of Amendment and Amendment

Dear Racquet Club Northeast:

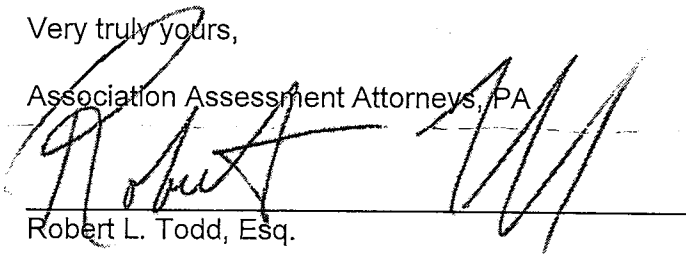
Enclosed please find the returned original documents which were recorded on December 27, 2018 and can be found at Pinellas County Official Records Book 20378, Pages 1998-2010:

- Certificate of Amendment dated November 15, 2018 (2 pages)
- Amendment to Article 10 (1 page)
- Amendment to Article 6 Assessments (2 pages)
- Amendment to Article 10 Parking Restrictions (3 pages)
- Amendment to Article 10 Leases (5 pages)

Thank you for allowing this firm to be of assistance in this matter.

Very truly yours,

Association Assessment Attorneys, PA


Robert L. Todd, Esq.

Enclosures: as stated

LAW OFFICES:
111 SECOND AVE NE #539
ST. PETERSBURG, FLORIDA, 33701
OFFICE: 727-748-2435
FAX: 727-362-1285
RTODD@ASSOCIATIONAA.COM

Prepared by and Return to:
Robert L. Todd, Esquire
Association Assessment Attorneys, P.A.
111 2nd Ave. NE 539
St. Petersburg FL 33701
(727) 748-2435 (Telephone)
Rtodd@AssociationAA.com (Email)

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2018407988 12/27/2018 09:41 AM
OFF REC BK: 20378 PG: 1998-2010
DocType: CONDO RECORDING: \$112.00

JAN 11 2019

**CERTIFICATE OF AMENDMENT
THE DECLARATION OF CONDOMINIUM OF
THE RACQUET CLUB NORTHEAST CONDOMINIUMS A CONDOMINIUM,
PINELLAS COUNTY, FLORIDA**

We hereby certify that the attached amendment to the Declaration **THE RACQUET CLUB NORTHEAST CONDOMINIUMS, A CONDOMINIUM** (which Declaration was originally recorded at Pinellas County Official Records Book 4354, Page 2039 et seq. of the Public Records of Pinellas County, Florida) was duly adopted by an affirmative vote of seventy five percent (75%) of the board of directors and sixty six and two thirds percentage (66 2/3%) of the members of the Association present in person or by proxy at the Annual Membership Meeting held on November 14, 2018, as required by the Declaration of Condominium. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 15th day of November 2018.

Signed, sealed and delivered

The Racquet Club Northeast
Condominiums Association, Inc.

in the presence of:

sign: B Briand

print: Bianca Briand

sign: Daniel Finn

print: Daniel Finn

By: Revonda Cornell
Revonda Cornell, President

Signed, sealed and delivered
in the presence of:

sign: Kimberly Caceres

print: Kimberly Caceres

sign: Shasmel Santiago

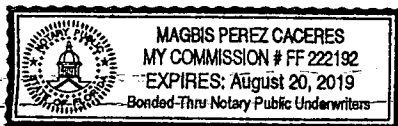
print: Shasmel Santiago

By: Sally Thomas
Sally Thomas, Treasurer

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of November 2018, by Revonda Cornell as President of The Racquet Club Northeast Condominiums Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

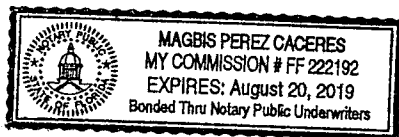
print

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of November 2018 by Sally Thomas as Treasurer of The Racquet Club Northeast Condominiums Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

print

State of Florida at Large (Seal)

My Commission expires:

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
THE RACQUET CLUB NORTHEAST CONDOMINIUMS A CONDOMINIUM,
PINELLAS COUNTY, FLORIDA**

[Additions are indicated by underline; deletions by ~~strike-through~~; Provisions not explicitly addressed remain unchanged by this amendment.]

**ARTICLE 10
RESTRICTIONS**

.10 Future Legislative Enactments: This Association shall be governed by the Condominium Association Act, Chapter 718 Florida Statutes, as of the date of this amendment, as amended from time-to-time. By this amendment, the Association incorporates future legislative enactments applicable to Condominium Associations in the State as they may be levied from time to time.

**PROPOSED
AMENDMENT TO
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PINELLAS COUNTY, FLORIDA**

[Substantial rewording of declaration. See provision for present Text. Provisions not explicitly addressed remain unchanged by this amendment.]

**Article 6
Assessments**

6.2 Payments. In addition to the lien rights set forth herein, the Association shall be entitled to assess a late charge of twenty-five dollars (\$25.00) together with interest at the rate of eighteen percent (18%) per annum from the due date until the date of payment for any assessment regular or special, made hereunder which is not paid within five (5) days of the due date of any such assessment. All payments on the account shall be applied in the priority prescribed by Florida Statute 718.116, first to interest, then to late fees, then to costs, then to any attorney fees and then to the oldest delinquent assessment.

6.3 Lien for Assessment. Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel. Except as otherwise set forth in this Declaration, the Association's claim of lien is effective from and shall relate back to the date on which the original Declaration was recorded. However, as to first mortgages of record, the lien is effective from and after recording a claim of lien in the Public Records of Pinellas County, Florida. The claim of lien shall secure all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, delinquency charges and reasonable costs and attorney's fees incurred by the Association incident to the collection process. The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association may accelerate the assessments due for the current year through the date of the filing of the foreclosure upon approval at a dually noticed board meeting.

6.4 Priority. Except as otherwise provided by the Condominium Association Act as amended from time to time (Chapter 718, Florida Statutes), the liability of a first mortgagee, its successor, or assignee as a subsequent holder of the first mortgage, who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the first mortgagee's acquisition of title, shall be the lesser of: (a) the Unit's unpaid common expenses and regular, periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (b) one percent (1%) of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the Unit Owner and initially joined the Association as a defendant in the mortgagee foreclosure action, and the first mortgage is recorded in the public records prior to the Association's claim of lien being recorded. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location known to or reasonably discoverable by the first mortgagee.

Purchasers of the property through foreclosure sale who are not the first mortgagee, its successor, or assignee which is the subsequent holder of the first mortgage, shall be jointly and severally liable with the previous owner for all unpaid assessments, interest, costs, late fees and attorney's fees that came due up to the time of transfer of title. The Association assessments are superior in priority to second, third, or additional mortgages regardless of whether the Association recorded a lien prior to the second, third or additional mortgage on the property.

6.5 Tenant Rent Demand If the parcel is occupied by a tenant and the parcel owner is delinquent in paying any monetary obligation due to the association, the Association may demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all the monetary obligations of the parcel owner related to the parcel have been paid in full to the association and the association releases the tenant or until the tenant discontinues tenancy in the parcel.

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[Additions are indicated by underline; deletions by ~~strike-through~~; Provisions not explicitly addressed remain unchanged by this amendment.]

**ARTICLE 10
RESTRICTIONS**

.11 Parking Restrictions: The Association shall be governed by the following restrictions regarding the parking of vehicles and use of the parking lot within the Association:

- a) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. No vehicle may exceed the confines of the parking spaces. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name, apartment number, or assigned parking decal. The assigned space for each unit will be used prior to using the common area parking. No repairs of any kind will be permitted on motor vehicles and that includes oil changes. The maximum number of vehicles allowed per single family residence is two (2). Only the owner and his guests shall be permitted to utilize such assigned space. No vehicle shall exceed the confines of the Association parking spaces when parked. Guests shall obtain parking passes in advance of using the guest parking spaces on the condominium property.
- b) Owner agrees to notify all guest of the regulations regarding parking, to require guests to abide by such parking regulations, and to be jointly and severally responsible with Owner's guests for any violations, fines, fees or damages incurred by the Owner's Guests.
- c) No person shall park, store, keep or allow to be parked, stored or kept on any portion of the Condominium property any motor homes, commercial vehicles (for example but without exhaustion of possibility, dump trucks, motor homes, cement mixer trucks, oil or gas trucks, delivery vehicles of any type, vehicles with commercial advertising or signage for a business, or any vehicle which is registered as a commercial vehicle and/or which exhibits any commercial lettering on the outside of such vehicle including but not limited to magnetic or removable advertisements and vehicle wraps), recreational vehicles, mini-vans without full passenger accommodation and windows on all sides of the vehicle, dumpsters, storage containers, moving containers, van campers, boats or other watercrafts, trailers, campers, or other motorized vehicles that are not four-wheel passenger automobiles,

sports utility vehicles, passenger vans and passenger pick-up trucks at any time. Notwithstanding the foregoing, a commercial vehicle may be brought onto the Property temporarily by a contractor that has been hired by a resident or the Association during the time such contractor shall be performing work for that resident or the Association on a unit or on the common elements; but under no circumstances may such vehicle be parked on the Property overnight.

- d) No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit. While on the Association Property, no vehicle, either approved or unapproved pursuant to the terms of this Declaration, may be covered with a tarp, car cover, or other type of material or product designed to obscure the view of a vehicle and or protect the vehicle from the elements. No vehicles which are inoperable, including those with expired registrations, may be parked or stored in driveways or any other common areas in the Association. No vehicle may be kept on blocks. No vehicles are permitted on the Property, which leak oil, brake fluid, transmission fluid or other fluid. Oil or fluid leaks into the parking areas are the responsibility of the owner of the vehicle. Any Damage from oil leaks will be repaired at the expense of the Owner of the unit from which the offending motor vehicle originated. The sole exceptions to the repair restrictions of this Article shall be replacement of wiper fluid, replacement of wiper blades, and emergency repair limited to replacing a flat tire and replacing the battery.
- e) No vehicle shall display signage of any type, including but not limited to, removable signs, for sale signs and political signs, for the purposes of this provision, bumper stickers shall not be considered signage.
- f) No Vehicle shall create a noxious condition on the Condominium property, by constituting a nuisance due to its noise level, disrepair or exhaust levels. Such determinations, may be made, but are not solely conditioned upon, body damage, visible garbage, refuse, papers and work materials in on or otherwise associated with the vehicle.
- g) No vehicle shall remain parked and immobile in any single guest parking space for a period in excess of twenty-four (24) hours.
- h) Any vehicle parked in violation of this Declaration is subject to being towed and all costs and expense shall be paid by the owner of said vehicle. Parking of any vehicle on the Property contrary to the requirements of this Section shall constitute parking of such vehicle in an unauthorized location on the Property in violation of Chapter 715.07 Vehicles or Vessels parked on private property; towing, Florida Statutes, as that law now exists or may hereafter be amended from

time to time, and the Association shall be permitted to avail itself of the rights provided in such Chapter, including without limitation the right to tow the vehicle from the Property after proper notice. The Board of Directors for the Association may institute guest and owner parking registration, including but not limited to, parking passes, in the future, without further amendment to this Declaration. The Association shall have the ability to adopt reasonable rules and regulations regarding the use of parking, parking spaces, and assignments of parking spaces in the Association. Such rules and regulations may include but not be limited to further vehicle descriptions that shall be limited in their ability to be parked at the Association as well as changes to the manner in which vehicle assignments are made and enforcement of guest, owner, and assigned parking occurs. All rules and regulations adopted by the Association which are not wholly inconsistent with this Declaration shall be authorized by this provision.

**PROPOSED
AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OF
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PINELLAS COUNTY, FLORIDA**

[Substantial rewording of declaration. See provision for present Text Provisions not explicitly addressed remain unchanged by this amendment.]

**ARTICLE 10
RESTRICTIONS**

.7 – Leases The leasing of Units in the Association shall be subject to the following restrictions which shall be enforced prospectively from the effective date of this amendment:

(a). No Unit may be leased or rented by a new owner, other than the Association itself, who acquires title to any Unit in the subdivision after the effective date of this amendment during the first two years (730) days following transfer of title to a Unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the Unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their Unit and during the first two years of ownership. Examples of potential hardship exceptions include job transfers, accidents, or medical situations which prevent the owner from occupying the Unit, or other similar hardship situations

(b). If a Unit is currently leased at the time of any sale which takes place after the adoption of this amendment, such lease is not to be renewed by the new owner, and the tenant(s) are to be notified in writing of such non-renewal, with a copy of such notice provided to the Association. Additionally, the period of time for which the Unit is leased following the acquisition of title by the new owner will not be counted toward the two-year waiting period for new leases. Therefore, the two-year waiting period during which a Unit is not to be leased by a new owner will not begin until the end of any lease that is in effect at the time that such new owner takes title to the Unit. The number of Units which may be rented concurrently in the Association is fifteen percent (15%) of the total number of Units owned by members of the Association. Association owned Units are exempt from the rental percentage restrictions set forth herein. The board of directors shall maintain a waiting list for Owners seeking to lease their Unit. Upon notice to the Board that fifteen percent (15%) or fewer rentals are active, the Board will provide written notice to the Owner with the oldest outstanding waiting list application. The Owner will have thirty (30) days from the date of the notice from the Board to provide the Association with a proposed lease and proposed tenant. In the event the Owner fails or refuses to provide the Association with the proposed lease and proposed tenant within the timeframe provided by this subparagraph, the Owner shall forfeit their right to lease their Unit until such time as they reapply to the waiting list. Lease renewals immediately following the expiration of a previously approve lease with identical occupants as the original leasehold shall not trigger a notice to the Owner with the oldest outstanding waiting list application. The

Owner's position on the wait list shall not transfer upon sale of the property. In the event of a sale of the Unit during a leasehold, the current leasehold shall not be renewable for additional terms, regardless of any provision set forth in the lease to the contrary. Owners are prohibited from entering into lease holds which have a period of less than seven (7) consecutive calendar months in length.

(c). If any Owners lease a Unit in violation of this restriction during the first two years of their ownership, in addition to any other remedies which the Association may have for the violation, the two-year waiting period will be suspended during the term of the unauthorized lease and will not begin to run again until that lease has been terminated and the tenant(s) have vacated the Unit.

(d) An owner intending to lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board shall require. Failure to provide notice shall cause the leasehold to be treated as a nullity and the Board shall have the power to evict the lessee by summary proceeding as set forth in this section. The Board may prescribe an application form and require an application fee not to exceed the maximum amount allowed by Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the designated agent(s), or committee of the Association prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy is permitted without further application and approval. The Association's representative(s), may, in their discretion, conduct the interview on the telephone. It shall be owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations and other disclosures required by Florida Statutes. The Association may also require the Owner seeking to lease the Unit to place a security deposit with the Association, the maximum amount provided by law, which may be used by the Association to repair and damage to the Common Area or any other property maintained by the Association, resulting from acts or omissions of the tenants, or any family members, guests, or invitees of the tenants. The Association may deny the Owner permission to lease any Unit on grounds the Association may find as further detailed in this section.

(1) Disapproval: In the event approval is withheld, the Association shall consider the following factors and may confer with counsel in reaching its decision. Reasons for potential disapproval include:

- (i) Prior felony criminal conviction, including any pleas of no contest.
- (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, failure to remit the application fee, or failure to appear or make oneself available to be interviewed.
- (iv) The person seeking approval (which shall include all proposed occupants) has been designated by a Court as a sexual offender or sexual predator.
- (v) The application for approval on its face, or subsequent investigation thereof, indicates the person seeking approval (which shall include all proposed occupants) intends to conduct himself in a manner inconsistent with the Association Documents.
- (vi) The person seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or association or by conduct in this Association as a Unit Owner, tenant, or Occupant.
- (vii) Assessments, fines and other charges against the Unit or due from the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

A decision by the Association on approval or disapproval of a proposed lease will be made as soon as reasonably possible after all information has been submitted and any required interview has taken place. In the event that no decision to disapprove a proposed lease has been made within twenty (20) days from the date of submission and acceptance of the application to the board of directors, the lease will be deemed approved.

In connection with the approval of a lease, the Association will require the owner(s) and tenant(s) to sign a Lease Addendum agreement in a form prepared by the Association, which requires the tenant(s) to comply with all rules and restrictions and which allows the Association to take action to enforce any violations by the tenant(s) if the owner(s) fails or refuses to do so.

(e). Violation: In the event of a Unit occupancy contrary to the provisions of this section, the Declaration, or the violation by a tenant or occupant of any provision of this Declaration or the Bylaws or Rules of the Association, the Association's Board of Directors, after not less than ten (10) days after the mailing of notice by certified or registered letter to the owner of the Unit with a copy to the tenant or occupant, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Unit Owner to evict such lessee or occupant and in such event the Unit Owner shall pay to the Association all

costs and attorney's fees incurred by the Association incident to the eviction. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the terms of this Declaration, Articles of Incorporation, Bylaws, Rules and other Association documents. The Unit Owner shall be jointly and severally liable with the tenant to the Association for any and all damages to the Association property caused by the acts or omissions of the lessee (as determined in the discretion of the Board of Directors).

(f) De Facto Tenancy: Owner agrees and understands that the continued presence of a Guest or Invitee that is present in a Unit for a period of 20 days within any 30-day period will, for the purposes of this Declaration, be considered a Tenant and subject to all lease requirements of this Declaration regardless of whether a written lease exists. In addition to being present on the Association property, the use of the Unit address for governmental identification, employment purposes, financial purposes, or similar address records shall initiate the tenancy time frame detailed in this sub-paragraph f. Individuals which are defined under this provision as a tenant, and, are related to the record Owner of the Unit by first or second degree consanguinity, marriage to the record Owner, or legal adoption by the record Owner shall not be required to submit a lease agreement for the purposes of approval by the Board of Directors, shall not be required to pay rent, and shall not be required to submit for approval notices of a proposed leasehold in the same fashion as a tenant, provided the Owner remains in occupancy of the Unit or unless such a lease agreement exists. Individuals which become defined under this provision as a tenant, and, are related to the Record Owner of the Unit by blood, marriage, or legal adoption shall still adhere to the provisions of Article 2.30 Section (d) above regarding interview by the Board of Directors and submission to a background check and disapproval under Article 2.30 Section (d)1 and shall not be considered when calculating the maximum lease percentage in the Association.

(g) The terms of this leasing Section .7, as well as the Declaration in its entirety, shall be effective upon any license, agreement, contract or agreement for occupancy, with or without compensation to the Unit Owner, as facilitated by home-sharing, short-term rental, vacation rental or similar type and style agreements facilitated by, but not solely restricted to, AirBnB.com, Homeaway.com and such similar services as may be utilized now or in the future.

(h) Use of a Unit as a Congregate Living Facility, as defined herein is prohibited. A "Congregate Living Facility" shall be defined as transitional living facilities, community residential comes, community transitional residences; rehabilitative home care services, boarding home, assisted living facilities, missionary housing, rehabilitative home care services, boarding homes, or homes for aged

of any other residential structure, for profit or not for profit, which undertakes care, housing food service and one or more personal services for persons not related to the owner or administrator by second degree consanguinity, marriage or adoption.

(i) Occupancy of a Unit is limited to a single Family – no more than one family may occupy a Unit. A "Family" for the purposes of occupancy is defined as:

(i) One person or a group of two or more persons, each of whom is related to each of the others by blood, marriage or adoption who reside together as a single household, or,

(ii) One unmarried couple and the children of either or both of them who reside together as a single household

Occupancy of a Unit by two or more couples (married or unmarried) is prohibited. In addition, an Owner or tenant is permitted to have live-in housekeepers, nannies, or care givers who reside in the home together with the Owner or Association approved tenants. If a Unit is owned by an entity, the entity must designate all occupants for the Association, and all occupants must have the relationship to each other as required above for single family occupancy. If a Unit is owned by an entity, occupancy is subject to Association Approval in the manner set forth herein for leases.