

This Instrument Prepared by and Return to: Jessica L. Knox, Esq.
Address: Knox Levine, P.A., 36428 U.S. Hwy 19 N, Palm Harbor, FL 34684

**CERTIFICATE OF AMENDMENT TO THE DECLARATION AND BYLAWS
OF COUNTRY WOODS HOMEOWNERS ASSOCIATION OF DUNEDIN, INC.**

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration and Bylaws of Country Woods Homeowners Association of Dunedin, Inc. as described in Official Records Book 6090, Page 615, et. seq., of the Public Records of Pinellas County, Florida, and as subsequently amended, was duly approved at a meeting of the membership in the manner required therein initially called to order on January 11, 2017, and continued on April 5, 2017.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of May, 2017 at Pinellas County, Florida.

WITNESSES

Signature of Witness #1

Printed Name of Witness #1

Signature of Witness #2

Printed Name of Witness #2

**COUNTRY WOODS HOMEOWNERS ASSOCIATION OF
DUNEDIN, INC., a Florida not-for-profit corporation**

By: James M. Clayton
James M. Clayton, President

Attest: Mary Alicia Peralta
MARY ALICIA PERALTA, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

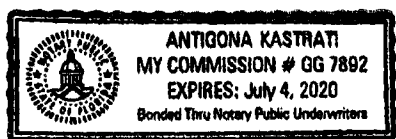
BEFORE ME, the undersigned authority, personally appeared James M. Clayton and Mary Alicia Peralta, to me known to be the President and Secretary, respectively, of Country Woods Homeowners Association of Dunedin, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced FL DL and FL DL (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 22 day of May, 2017.

My commission expires:

Notary Public

Printed Name: _____



**ADOPTED AMENDMENTS TO DECLARATION
COUNTRY WOODS HOMEOWNERS ASSOCIATION OF DUNEDIN, INC.**

The following is an amendment to the Declaration of Country Woods Homeowners Association of Dunedin, Inc., originally recorded at Official Records Book 6090, Page 615, et. seq. of the Public Records of Pinellas County, Florida, as Amended and Restated at Official Records Book 16900, Page 597, et. seq. and as otherwise amended.

New Wording Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

Section 2.01(a) of the Declaration is amended to read as follows:

Section 2.01. . . .

(a) "Architectural Control Committee" hereafter referred to as "the Committee" shall have full power to regulate all exterior changes to the Lots or Units in accordance with the governing documents and all Rules and Regulations established by the Board of Directors.

Section 3.01 of the Declaration is amended to read as follows:

Section 3.01 – Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Units. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these covenants. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, a Resident may maintain a home business office within a Lot or Unit for such Resident's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Residents on Lots or in Units unless the Board provides otherwise in the Rules and Regulations. No Resident or Owner may actively engage in any solicitations for commercial purposes within the Association without the prior written consent of the Association. No day care center or facility may be operate out of a Unit. No building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist or motor court or any other type of transient accommodations.

Section 3.02 of the Declaration is amended to read as follows:

Section 3.02 – Vehicular Parking and Access. No vehicle shall be parked on any part of the land, except on paved streets and paved driveways. No vehicle may park on paved streets overnight. No commercial vehicles, except those present on business, and no trailers, boats, commercial trucks, mobile homes, or motorcycles may be parked in the Development unless parked inside garages or concealed from public view. The presence of any tools, construction materials, or commercial language, signage or markings, shall be construed to make that vehicle a commercial vehicle. Law enforcement vehicles are exempt from the commercial vehicle classification. Motorized recreational vehicles cannot be parked in the Development for more than five (5) consecutive days, unless parked inside garages and concealed from public view. No Driveways shall be constructed so as to provide vehicular access to Hermosa Drive, Curlew Road, or County Road #1.

Section 3.03 of the Declaration is amended to read as follows:

Section 3.03 – Signs. Except as otherwise permitted herein, no signs of any character shall be displayed or placed upon any Lot, except “For Sale” or “For Rent” signs, which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches (36”) by twenty-four inches (24”).

Political signs may be erected 45 days before the Election Date and must be removed three (3) days after the Election is concluded. Election signs shall not exceed thirty-six inches (36”) by twenty-four inches (24”).

During any period of construction, remodel, improvements or other work on a Dwelling or Lot, one sign may be erected in connection with each Committee-approved application for such project(s), either from the general contractor, or a single tradesman providing work to the project. Any project-related sign shall be removed within three (3) days after the project is completed.

If a resident desires to use a P.O.D. or similar storage unit, such resident must receive Board approval prior to delivery of the storage unit. The Board approval may be issued for a certain timeframe only.

Section 3.14 of the Declaration is amended to read as follows:

Section 3.14 – Windows, Doors and Screens. All windows of a said Unit that are covered on the interior shall be by blinds, shades, drapes or other appropriate window coverings, and shall not be covered with sheets, bedspreads, newspaper,

~~or foil, paper, or other similar material.~~

Section 6.02 of the Declaration is amended to read as follows:

Section 6.02 – Committee and Architectural Rule Authority. No exterior additions or alterations, including exterior coloring, to any building in the Development, additional fences or changes in existing fences, walls, walkways and other structures shall be commenced, erected or maintained until the same is approved by the Architectural Control Committee. The committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community, or both. The ~~Committee~~ Board shall have the authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; ~~and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect.~~ Violations of the ~~Committee's~~ architectural rules and regulations shall be enforced by the Board, ~~unless such enforcement authority is delegated to the Committee by resolution of the Board.~~

Section 6.04 of the Declaration is amended to read as follows:

Section 6.04 – Procedure. ~~As is set forth in Section 7.02, supra, the committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction.~~ In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to the Committee and report such applications to the Committee with such person's recommendations for committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or Committee deems advisable.

Section 6.05, subsection 6.k. of the Declaration is amended to read as follows:

Section 6.05 – Standards.

...

6. Structures.

...

k. Roofs – All roof shall be covered with ~~tile or shingles having a dimensional appearance (architectural grade)~~ tile shingles, asphalt shingles, or metal shingles having the appearance of asphalt shingles and shall be of architectural grade with a dimensional appearance.

Section 6.05, subsection 6.l. of the Declaration is amended to read as follows:

Section 6.05 – Standards.

...

6. Structures.

...

l. Finish – All Dwellings shall have either wood, wood-like materials, brick or stone or a stucco finish. No Dwelling shall have an exposed structural block, imitation brick, or imitation stone face.

Section 6.05, subsection 6.n. of the Declaration is amended to read as follows:

Section 6.05 – Standards.

...

6. Structures.

...

n. Landscape – All Structures shall have neatly landscaped shrubbery plantings and grass lawns. “Neat” shall require regular pruning, shaping, and trimming, and lawns must be regularly cut. Plantings and lawns must have an appearance in harmony with the others in the community. Placement of any Florida-friendly landscaping must be in accordance with all applicable standards and requires pre-approval by the Board or Committee.

Section 6.05, subsection 9 of the Declaration is amended to read as follows:

9. Maximum Construction Period. ~~Under no circumstance shall~~ The construction, reconstruction, or modification of any Lot, Dwelling, structure or fence shall not continue for more than one year six (6) months from the date

work commenced on said construction project without written Board approval. No structure or Dwelling shall be occupied until a certificate of occupancy has been issued.

Section 8.02 of the Declaration is amended to read as follows:

Section 8.02 – Creation of Lien. In order to carryout the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot or Unit. The Owner of a Tract, Lot or Unit owned within the Development, hereby covenants, and each Owner of any Lot, Tract or Unit by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, (2) special assessment for capital improvements; (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot or Unit which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien upon the property against which each such assessment is levied and shall run with the land, and shall ~~take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Pinellas County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due~~ be recorded and take priority as stated in Florida Statutes Chapter 720, as the same is amended from time to time. The lien shall be prior to and superior in dignity to the creation of any homestead status but subordinate to any first mortgage as hereinafter set forth. Every Owner of a Lot or Unit hereby consents to the imposition of such lien prior to any homestead status until paid in full.

Section 8.04 of the Declaration is amended to read as follows:

Section 8.04 – Annual Assessments. Annual assessments shall be determined for each Lot or Unit by the Board of Directors of the Association prior to January 1st of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether assessments on a specified Lot or Unit have been paid. The

annual assessment provided for herein shall commence at the time or closing of the purchase of each Lot, Tract or Unit with respect to each Lot, Tract or Unit, ~~and the first annual assessment shall be adjusted according to the number of months then remaining in that calendar year and may be required to be paid in advance at closing.~~

Section 8.09 of the Declaration is amended to read as follows:

Section 8.09 – Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the time of recording a notice of lien to extent provided in Florida Statutes Chapter 720, as amended from time to time. The sale or transfer of any Lot shall not affect the assessment lien. Any mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall ~~not~~ be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee as provided in Florida Statutes Chapter 720, as amended from time to time. ~~Any s~~Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its success or assigns. Any such transfer to or by a mortgagee shall not relieve the transferee of responsibility nor the Unit from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

Section 9.01(b) of the Declaration is amended to read as follows:

Section 9.01 – Maintenance Responsibility. The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

...

(b) Lots. The provisions in this subparagraph shall apply only to the Single Family Tract. Each Lot Owner shall be responsible for the maintenance of his Lot, including, but not limited to, the responsibility to replace and care for trees, shrubs, grass, walks and other exterior improvements located within a Lot. In the event an Owner fails to maintain the exterior of his Lot or Unit in a good, clean, attractive and sanitary condition, or in the event the Board of Directors of the Association deems it in the best interest of the Development, then the Association may provide said maintenance after delivery of thirty (30) days written notice to the Lot Owner and the cost of said maintenance shall be assessed by the Association to the Owner of said Lot. The Association shall have a reasonable right

of access and entry upon any Lot to do work reasonably necessary for the proper operation and maintenance of the Development. Denial of access to the Lot to identify and possibly correct such violation(s) as defined in the governing documents may result in additional fines and court costs, if applicable, in addition to other fees or penalties already assessed.

Section 10.03 of the Declaration is amended to read as follows:

Section 10.03 – Negligence. Any Owner shall be liable for the expense or any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy of abandonment of a Unit interest or its appurtenances. Any and all such expense may be charged to the Owner and his Lot as an assessment, and shall be collectible as the same pursuant to Article VIII.

Section 10.04(d) of the Declaration is amended to read as follows:

(d) The Association may levy reasonable fines up to One Hundred Dollars (\$100.00) per violation against any member or any tenant, guest, or invitee for violation of the Declaration, By-Laws, or Association Rules. A fine may be levied for each day of a continuing violation with a single notice and opportunity for a hearing, except that a fine may not exceed ~~One~~Two Thousand Dollars (~~\$1~~\$2,000.00) in the aggregate. The Association may file a Claim of Lien against the Lot for any fine of at least \$1,000.00 that remains unpaid for at least 30 days. Such lien is collectible as a lien for assessments pursuant to Article VIII. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The fine may not be imposed without at least fourteen (14) days notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. If the Association imposes a fine, the Association must provide written notice of such fine by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

END OF AMENDMENT

**ADOPTED AMENDMENTS TO BYLAWS
COUNTRY WOODS HOMEOWNERS ASSOCIATION OF DUNEDIN, INC.**

The following is an amendment to the Bylaws of Country Woods Homeowners Association of Dunedin, Inc.

At the time of incorporation of Country Woods Homeowners Association of Dunedin, Inc., the Bylaws of a homeowner's association were not required to be recorded.

New Wording Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

Article III, Section 10 of the Bylaws is amended to read as follows:

~~Section 10 – Proxies. A member may appoint any other member, any owner of any Lot, the Developer, or the member as a proxy. Any proxy must be filed with the secretary before the appointed time of each meeting. All proxies shall comply with the provisions of Florida Statute Section 720.306, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.~~

Article IV, Section 1.b. of the Bylaws is amended to read as follows:

b. Removal. ~~Directors, except for the Developer's representatives, may be removed pursuant to the procedure in Florida Statute Section 720.303, as amended from time to time, for cause by an affirmative vote of a majority of the owners. The vacancy so created shall be filled by the members of the Association. No Director, other than the initial Directors named in the Articles of Incorporation, or their duly elected replacements, shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.~~

Article IV, Section 2.i. of the Bylaws is deleted and re-stated to read as follows:

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by the Declaration, the Articles of Incorporation of the Association, or these Bylaws directors to be exercised and done by the members or officers. The powers and duties of the Board shall

include, but not be limited to, the following:

...

i. Prepare all financial reports required by Florida Statute Section 720.303, as amended from time to time.

~~Within sixty (60) days following the end of the fiscal year or calendar year of the Association, the Board of Directors shall mail or furnish by personal delivery to each owner of a Lot a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:~~

- ~~(1) Cost for security;~~
- ~~(2) Professional and management fees and expenses;~~
- ~~(3) Taxes;~~
- ~~(4) Cost for recreation facilities;~~
- ~~(5) Expenses for refuse collection and utility services;~~
- ~~(6) Expenses for lawn care;~~
- ~~(7) Cost for building maintenance and repair;~~
- ~~(8) Insurance costs;~~
- ~~(9) Administrative and salary expenses; and~~
- ~~(10) General reserves, maintenance reserves and depreciation reserves.~~

~~The report, upon written request, shall be sent to holders, insurers or guarantors of any first mortgage on a Unit Lot and, if required, the report shall be in the form of an audited financial statement.~~

Article IV, Section 3.a. of the Bylaws is deleted and re-stated to read as follows:

a. Nomination of Directors. A member may nominate himself or herself as a candidate for the Board. If the Association desires to require nominations to be submitted prior the meeting (prohibiting nominations from the floor at the meeting), the Board may enact such an election procedure. Such election procedure must be enacted at least 60 days prior to the first election at which it is to be used. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies

~~that are to be filled. Such nominations may be made from among members or non-members.~~

Article IV, Section 3.b. of the Bylaws is amended to read as follows:

b. Election of Directors. Election to the Board of Directors shall be at the annual meeting by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. At any time at least 20, but no more than 60, days prior to an election, a member may submit a written request for the election to be by secret ballot. Upon that request, the Board shall include in its notice of the annual meeting, a statement that the election will be by secret ballot. At the meeting, the Board shall appoint three (3) inspectors of elections to collect and tally ballots. Such inspectors of election shall not be Board candidates, nor residing a candidate's household.

Article VII of the Bylaws is amended to read as follows:

ARTICLE VII – AMENDMENT OF BYLAWS

The Bylaws of the Association may be modified, amended or revoked, unless specifically prohibited elsewhere herein, at any regular or special meeting of the members of the Association by a majority of the Members present, in person or by proxy, and voting at a duly called meeting of the members, at which a quorum is present not less than seventy five per cent of the votes of the entire membership of the Association, provided that not less than fourteen (14) days' notice of said meeting has been given to the members of the Association, which notice contained a full statement of the proposed modification, change or revocation.

END OF AMENDMENT