

S/H

PREPARED BY AND RETURN TO:  
JOSEPH R. CIANFRONE, ESQUIRE  
JOSEPH R. CIANFRONE, P.A.  
1964 BAYSHORE BOULEVARD, SUITE A  
DUNEDIN, FL 34698

2014090505

Rcpt: 1607965 Rec: 27.00  
DS: 0.00 IT: 0.00  
06/05/14 S. Shultz, Dpty Clerk

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RUXTON VILLAGE UNIT 21 – TALL PINES AT RIVER RIDGE  
AND  
RUXTON VILLAGE UNIT 22 – TALL PINES AT RIVER RIDGE**

PAULA S. O'NEIL, Ph. D. PASCO CLERK & COMPTROLLER  
06/05/14 04:06pm 1 of 3  
OR BK 9042 PG 1298

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on JUNE 3, 2014, by the approval of not less than seventy-five (75%) percent of the Owners, the Declaration of Covenants, Conditions and Restrictions for Ruxton Village Unit 21 – Tall Pines and River Ridge and Ruxton Village Unit 22 – Tall Pines at River Ridge, as recorded in O.R. Book 3256, Page 0215, et seq. in the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

The Declaration of Covenants, Conditions and Restrictions for Ruxton Village Unit 21 – Tall Pines and River Ridge and Ruxton Village Unit 22 – Tall Pines at River Ridge is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions for Ruxton Village Unit 21 – Tall Pines and River Ridge and Ruxton Village Unit 22 – Tall Pines at River Ridge."

IN WITNESS WHEREOF, RUXTON VILLAGE II HOMEOWNERS ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 4th day of June, 2014.


RUXTON VILLAGE II HOMEOWNERS ASSOCIATION, INC.

By: Donna M. Hoey  
DONNA M. HOEY, President  
Printed Name

Beverly Dierking  
Beverly S. Dierking, Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4th day of June, 2014, by Dona Hoey and Beverly Dierking, President and Secretary, respectively, of Ruxton Village II Homeowners Association, Inc.. They are personally known to me or have provided \_\_\_\_\_ and \_\_\_\_\_ as identification, and did not take an oath.

 **JANICE SOFIA**  
MY COMMISSION #FF093518  
EXPIRES March 4, 2018  
(407) 388-0183 FloridaNotaryService.com

Janice Sofia  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RUXTON VILLAGE UNIT 21 – TALL PINES AT RIVER RIDGE  
AND  
RUXTON VILLAGE UNIT 22 – TALL PINES AT RIVER RIDGE

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

ARTICLE IX, USE RESTRICTIONS, of the Declaration of Condominium shall be amended to add a new Section 8, Leasing, which read as follows:

Section 8. Leasing. An Owner shall be required to own an Unit for twenty-four (24) months prior to being authorized to lease the Unit. This provision shall in no way limit the Association's ability to lease an Unit owned by the Association. Units may be leased for single-family residential use only, as defined by the Board. Any occupancy of an Unit for more than fourteen (14) 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. There shall be no occupancy of an Unit without compliance with the requirements set forth herein. All leases shall be for a term of not less than twelve (12) months.

Prior to leasing any Unit, the Owner shall provide the Association with notice of his or her intention to lease the Unit and the following enumerated items: (1) a copy of the proposed lease agreement; (2) a completed application, in the form adopted by the Board of Directors as same may be amended from time to time; and (3) an application fee in an amount determined by the Board of Directors from time to time so long as said fee does not exceed the maximum amount permitted by any law.

The Board of Directors may disapprove a proposed lease 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 record, including any pleas of no contest, which indicates 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.

In the event an Owner is delinquent in any monetary obligation to the Association, the Association shall have the right to require that all rent be paid directly to the Association until such time as the delinquent monetary obligations, including but not limited to fines, have been paid in full.

The Association shall have the right to evict a tenant, as an agent for the Owner, for either the tenant's or Owner's failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations of the Association. The Owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the Owner and may be collected in the same manner as an assessment.