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11/20/2018 L. G., Dpty Clerk

PAULA S O'NEIL, PH.D PASCO CLERK & COMPTROLLER
11/20/2018 11:27am 1 of 5
OR BK 9820 PG 996

Re

PREPARED BY AND RETURN TO:
Joseph R. Cianfrone, Esquire
Cianfrone, Nikoloff, Grant, Greenberg & Sinclair, P.A.
1964 Bayshore Blvd., Suite A
Dunedin, FL 34698

CERTIFICATE OF AMENDMENT
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VALLEY WOOD

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 19, 2016, by an affirmative vote of not less than fifty-one (51%) of the Lot or Unit Owners, the Declaration of Covenants, Conditions and Restrictions for Valley Wood, as originally recorded in O.R. Book 1423, Page 416 et seq. and as amended, of the Public Records of Pasco County, Florida, is hereby amended as follows:

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

IN WITNESS WHEREOF, VALLEY WOOD HOMEOWNERS ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 14 day of November, 2018.

VALLEY WOOD HOMEOWNERS
ASSOCIATION, INC.

(Corporate Seal)

By:

James M. DeChambeau
JAMES M. DE CHAMBEAU, President
Printed Name

ATTEST:

Carmel Greer
CARMEL GREER, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

On this 14 day of November, 2018, personally appeared before me James DeChambeau as President, and Carmel Greer, as Secretary, of Valley Wood Homeowners Association, Inc., and acknowledged the execution of this instrument for the purposes herein expressed.

Gina Samelwich
NOTARY PUBLIC

My Commission Expires:
Gina Samelwich
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG181563
Expires 4/22/2019



**SCHEDULE OF AMENDMENTS
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VALLEY WOOD**

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

1. ARTICLE V, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 11. Subordination of the Lien to Mortgage, of the Declaration shall be amended to read as follows:

The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage of records, but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time. Sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding or deed in lieu thereof, shall serve to limit liability for assessments ~~extinguish the lien of such assessment as to payments~~ which became due prior to such sale or transfer, but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time. ~~and such delinquent amount shall be reallocated and assessed to all the Lots of Units as a common expense.~~ No sale or transfer shall relieve such Lot or Unit from liability for any past due assessments, interest and late fees as provided by Florida Statute Section 720.3085, any attorney's fees and costs incurred in pursuing collection of past due assessments and any assessments thereafter becoming due or from the lien thereof.

2. ARTICLE IX, USE RESTRICTIONS, Section 2, Pets, of the Declaration shall be amended to read as follows:

No pets shall be kept on any Lot or Unit or in any dwelling other than ~~eats~~, birds, such as canaries or parakeets, ~~and~~ fish, such as goldfish and tropical varieties, and a maximum of one (1) dog, which shall not exceed thirty (30 lbs.) pounds at maturity or up to two (2) indoor cats. ~~no more than two (2) dogs owned by an original Owner at time of original purchase of the Lot or Unit from the Declarant may be kept as pets, but may not be replaced when they die.~~ Such permitted dogs and cats must be on a hand-held leash when outside of the Owner's dwelling at all times, and may be walked only in the designated "pet walking area" established by the Board of Directors. In the event of deposit of animal waste on any portion of the property, the Owner of the animal shall remove same immediately. Each Owner must pick up and properly dispose of all solid waste matter deposited by

their pet. No pets shall be raised for commercial purposes. In no event may any pet permitted to be kept be allowed to become a nuisance. All pets shall be kept quiet at all times. Pets are not permitted to be kept or maintained for commercial purposes or for breeding. Any such pet causing or creating a nuisance or disturbance or excessive noise may be permanently removed from the property. The Owner assumes sole responsibility for their pet and shall be liable for any damage their pet does to persons or property within the Community.

The Owner must provide the following to the Association within thirty (30) days of acquiring a pet:

- (a) Proof of animal added to Homeowners Insurance disclosure;
- (b) Proof of vaccinations and veterinarian records provided to Association annually; including registration information with Pasco County;
- (c) Picture(s) of the pet(s) and other reasonable information requested by the Association

Aggressive breeds of dogs or exotic animals, as determined at the discretion of the Board of Directors, are prohibited. No cold blooded pets, such as snakes and reptiles are permitted. Dog cages, dog runs or any pet dwelling outside of any Unit is strictly prohibited.

Any current Owner that owns more than one (1) dog or two (2) cats as of the date of the recording of this amendment shall be grandfathered, but such Owner may not acquire additional pets until after the animal(s) passes. Further, all permitted pets shall be registered with the Association on or before January 31, 2016.

3. ARTICLE IX, USE RESTRICTIONS, of the Declaration shall be amended by adding an entirely new Section 8, entitled Sale or Lease of Lot or Unit, to read as follows:

Section 8. Sale or Lease of Lot or Unit. In order to ensure a community of congenial residents and thus protect the value of the Lots or Units, the sale or leasing of Lots or Units shall be subject to the following provisions.

(A) Lots or Units may not be leased or occupied without the approval of the Association. An Owner shall not be authorized to lease or rent his Unit during the initial twenty-four (24) months of ownership, except that in cases of undue hardship the Board of Directors may grant an exception in its sole and absolute discretion. This provision shall not apply to the Association in cases where the Association takes title to a property pursuant to foreclosure or a deed in lieu thereof.

(B) All leases shall be for a term of not less than ninety (90) days.

(C) The Owner shall, no less than fourteen (14) 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 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. Applicants may be interviewed by a committee appointed by the Board of Directors prior to occupancy and shall be furnished a current copy of the Restrictions. Applicants will acknowledge receipt of same and agree to abide by said restrictions. 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 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.
- (v) Failure to meet the Association's financial credit check standards, as defined by the Board of Directors.

(D) During the term of any lease, Owner shall not be relieved of any obligations under the terms of the governing documents, and an Owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the governing documents, any rules and regulations

promulgated by the Association. Tenant(s), Occupants and their family members, guests, and invitees shall comply with all restrictions, rules and regulations of the Association. 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, By-Laws, 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 or Occupant 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.

(E) Sale/Occupancy. No entity shall be allowed to own more than two Lots or Units within the Association. Any Owner owning more than one (1) Unit at the time of the recording of this amendment shall be grandfathered until such time as he only owns one (1) Unit. Thereafter, this restriction shall apply. The Board of Directors shall have approval rights over any Occupant, which shall be defined as any person staying overnight in a Unit, with or without the presence of the Owner, more than thirty (30) days in any given twelve (12) month period, and may require the Occupant to complete an application in the same manner as a proposed tenant, including the charging of a fee and conducting criminal and/or financial background check(s). This provision shall apply to Owners' family members or guests, with the intent being to provide the Board with authority to regulate Occupancy within the Association, regardless of whether a formal lease is executed. Further, this provision shall specifically apply to Owners who were approved to purchase a Unit, but who do not meet the standards promulgated by the Association with respect to residency within the Association. Approved Owners and their approved tenant(s) and/or Occupants shall be entitled to have guests stay in the Unit for up to thirty (30) days in a calendar year when in residence. Unapproved Occupants shall be subject to the eviction authority contained in Paragraph (D) above.

(F) Lease or Transactions Void. Any sale or lease not authorized pursuant to the terms of this Declaration shall be voidable by the Association unless subsequently approved in writing by the Association.