

Prepared By and Return To:  
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INSTRUMENT #: 2023322458  
07/24/2023 at 11:09:29 AM  
Deputy Clerk: DMAYHEW  
Cindy Stuart, Clerk of the Circuit  
Court Hillsborough County

**CERTIFICATE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
FOR EAGLE GREENS CONDOMINIUM AND TO THE BY-LAWS OF  
EAGLE GREENS CONDOMINIUM ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Declaration of Condominium for Eagle Greens Condominium and the By-Laws of Eagle Greens Condominium Association, Inc., originally recorded in Official Records Book 9718, Pages 616-736, of the Public Records of Hillsborough County, Florida, were duly adopted in the manner provided in the Governing Documents, by owner vote at a meeting held on June 6, 2023.

IN WITNESS WHEREOF, we have affixed our hands this 3 day of July, 2023, in Hillsborough County, Florida.

WITNESSES:

EAGLE GREENS CONDOMINIUM  
ASSOCIATION, INC.

Rosa Spash  
Printed Name: ROSA SPASH

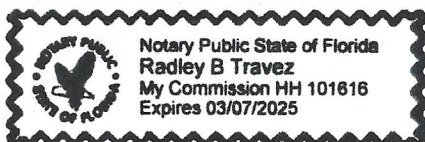
By: Deborah Kordic  
DEBORAH KORDIC, PRESIDENT

Diane Lee  
Printed Name: Diane Lee

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3 day of July, 2023, by DEBORAH KORDIC, as President on behalf of Eagle Greens Condominium Association, Inc., a Florida not-for-profit corporation. She is personally known to me or has produced valid photo identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 3 day of July, 2023.



[Signature]  
Notary Public, State of Florida at Large  
My Commission Expires: 03/07/2025

**ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM  
FOR EAGLE GREENS CONDOMINIUM AND TO THE BY-LAWS OF  
EAGLE GREENS CONDOMINIUM ASSOCIATION, INC.**

**DECLARATION OF CONDOMINIUM**

**1. Adopted amendment to Section 3.5 of the Declaration of Condominium for Eagle Greens Condominium (the "Declaration"), to read as follows:**

Section 3: Description of Condominium, Present and Future Phases

...

3.5 Limited Common Elements To the extent applicable and subject to the provisions of this Declaration, each Unit may have, as Limited Common Elements appurtenant thereto, such provisions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to . . . . The Limited Common Elements shall be maintained, repaired or replaced by the Association as part of the Common Expenses of the Condominium, provided, however, that ~~(a) each respective Unit Owner may utilize that portion of the Limited Common Elements, as detailed on the Condominium Plat, on the boundary of such Unit to plant flowers, and if such area is so utilized by the Unit Owner, such Unit Owner shall be solely responsible for the maintenance, repair, replacement and/or reconstruction of such flowers, (b)~~ each Unit Owner shall be responsible for the maintenance and care of any wiring or electrical outlets. . . .

**2. Adopted amendment to Section 18.1 of the Declaration, to read as follows:**

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1 Occupancy Each Unit and the Dwelling therein shall be used as a single family residence only, except as may be otherwise herein expressly provided. Use of Units/Dwellings for any trade, business, or other non-residential purpose must be approved by the Board in writing. A "single family" for purposes of this Declaration is defined as two (2) of more persons related by blood, marriage, or adoption; or not more than two (2) unrelated persons who share living, kitchen and bathroom space. Unrelated persons living together in exchange for remuneration of any kind is prohibited. ~~The provisions of this subsection 18.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.~~

**3. Adopted amendment to Section 18 of the Declaration, to add a new Section 18.6, to read as follows:**

Section 18: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

...

18.6 Pets. Each Unit shall be permitted to have a maximum of two (2) household pets. The maximum weight at maturity for dogs shall be 35 pounds. Animal owners are required to comply with all local ordinances regarding leashing and litter removal, as well as all rules regarding pets adopted by the Board of Directors from time to time. Pets must be leashed at all times when outside of the Unit. All pet waste must be immediately removed from the Common Elements/Limited Common Elements and disposed of. Pets are prohibited from being a nuisance, including but not limited to excessive barking or crying that interferes with other residents' use of the Condominium Property, and acting aggressively towards residents or other pets. Owners are responsible for any damage to Common Elements or Limited Common Elements caused by their pets. The Board of Directors has the authority to order and enforce removal of a pet that is, in the sole discretion of the Board, a nuisance or violates any of the provisions in this section, or any rules adopted by the Board from time to time.

**4. Adopted amendment to Section 19.2 of the Declaration, to read as follows:**

Section 19: Selling, Leasing and Mortgaging of Units

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 19.

...

19.2 Leases. A Unit may only be leased or rented for a period of not less than 30 consecutive days, and no more than 2 leases shall be entered into per calendar year. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may lease or rent his Unit without further approval. However, the Unit Owner leasing or renting his Unit shall promptly notify the Management Firm of each lessee/renter and the term of such lease or rental. The sub-leasing or sub-renting of a Unit Owner's interest shall be prohibited subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to lease or rent after said notice and to provide such form as a Common Expense of the Condominium. Entire Units only may be leased or rented, provided the occupancy is only by

the lessee, his family and guests, no individual rooms may be leased or rented and no transient tenants may be accommodated. ~~The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.~~

## **BY-LAWS**

5. **Adopted amendment to ARTICLE XVII, Section 3 of the By-Laws of Eagle Greens Condominium Association, Inc. (the "By-Laws"), to read as follows:**

### **ARTICLE XVII: RULES AND REGULATIONS**

...

Section 3. No fences shall be constructed by a Unit Owner within or surrounding said Unit or on the Common Elements, or on the Limited Common Elements adjoining or appurtenant to said Unit.

6. **Adopted amendment to ARTICLE XVII, Section 5 of the By-Laws, to read as follows:**

### **ARTICLE XVII: RULES AND REGULATIONS**

...

Section 5. No garbage cans, supplies, recycling containers or other articles shall be placed on the Common Elements and Limited Common Elements except as authorized by the Association. . . . No clothes line or similar device shall be allowed on the Common Elements or Limited Common Elements ~~any portion of the Condominium Property~~ nor shall clothes be hung anywhere within the Condominium Property except within a Unit.

**PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED LANGUAGE INDICATED BY STRIKE-THROUGHS; UNAFFECTED TEXT INDICATED BY "..."**