

Steven H. Mezer  
Shareholder  
Board Certified in Real Estate and  
Condominium/Planned Development Law  
Phone: 813.527.3906 Fax: 813.286.7683  
smezer@beckerlawyers.com

**Becker**

Becker & Poliakoff  
1511 N. Westshore Blvd.  
Suite 1000  
Tampa, FL 33607

August 23, 2023

**VIA E-MAIL: jaykordic@gmail.com**

Homeowners Association of Emerald Forest, Inc.  
Attn: James Kordic, President

**Re: Recorded Certificate of Amendment**

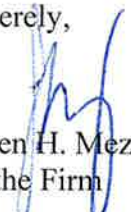
Dear Mr. Kordic:

Enclosed please find a copy of the recorded Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Emerald Forest and Notice of Preservation Pursuant to Section 712.05(2)(b), Florida Statutes, which was e-recorded with the Clerk of Court on August 22, 2023. Please treat the Certificate as part of the governing documents of Homeowners Association of Emerald Forest, Inc. ("Association") and note that the certificate should be saved as part of the official records of the Association.

Please note that Section 720.306(1)(b) of the Florida Homeowners' Association Act provides that within 30 days after recording an amendment to the governing documents (i.e., no later than **September 21, 2023**), the Association shall provide copies of the amendment to the members. However, if a copy of the proposed amendment was provided to the members before they voted on the amendment and the proposed amendment was not changed before the vote, the association, in lieu of providing a copy of the amendment, may provide notice to the members that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the member upon written request to the association. The copies and notice described in this paragraph may be provided electronically to those owners who previously consented to receive notice electronically.

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

  
Steven H. Mezer  
For the Firm

SHM/am  
Enclosure

**Prepared by and return to:**

Becker & Poliakoff, P.A.  
Steven H. Mezer, Esq.  
1511 N. Westshore Blvd., Suite 1000  
Tampa, FL 33607

**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
EMERALD FOREST  
AND  
NOTICE OF PRESERVATION PURSUANT TO SECTION 712.05(2)(b), FLORIDA STATUTES**

THIS CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF EMERALD FOREST (the “Amendment”) is made this 18<sup>th</sup> day of August, 2023 by Homeowners Association of Emerald Forest, Inc., a Florida not for profit corporation (“Association”).

**This Certificate of Amendment is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions and Restrictions, and is intended to preserve and protect the Declaration of Covenants, Conditions and Restrictions from extinguishment by operation of Chapter 712, Florida Statutes.**

**RECITALS**

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions of Emerald Forest (the “Declaration”) was recorded September 29, 1993, in Official Records Book 7132, Page 1331, *et seq.*, of the Public Records of Hillsborough County, Florida; and

**WHEREAS**, Section 712.05(2)(b), Florida Statutes, provides for preservation of a covenant or restriction by filing a notice of preservation with an amendment to a community covenant or restriction that references the covenant or restriction to be preserved. The covenants or restrictions to be preserved are:

i. Declaration of Covenants, Conditions and Restrictions of Emerald Forest, recorded in Official Records Book 7132, Page 1331, et seq., of the Public Records of Hillsborough County, Florida; and

ii. First Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions of Amendment Forest recorded, in Official Records Book 7620, Page 1973, et seq., of the Public Records of Hillsborough County, Florida; and

iii. Second Amendment and Supplement to Declaration of Covenants Conditions and Restrictions of Emerald Forest, recorded in Official Records Book 8074, Page 0227, et seq., of the Public Records of Hillsborough County, Florida; and

iv. Third Amendment to Declaration of Covenants, Conditions and Restrictions of Emerald Forest, recorded in Official Records Book 11001, Page 1970, et seq., of the Public Records of Hillsborough County, Florida; and

*Certificate of Amendment to the Declaration of Covenants, Conditions  
and Restrictions of Emerald Forest*

**WHEREAS**, Article VII, Section 4(b) of the Declaration provides that the Declaration may be amended by a vote of two-thirds (2/3rds) of the Voting Members of each class of membership, at a meeting called for such purpose; and

**WHEREAS**, James Kordic, as President and Terry Sobzak, as Secretary of Homeowners Association of Emerald Forest, Inc., do hereby certify that at the at the August 10, 2023 members meeting, in continuation of the annual meeting that took place June 14, 2023, two-thirds (2/3rds) of the Voting Members approved the amendments to the Declaration of Covenants, Conditions and Restrictions of Emerald Forest, as attached hereto as Exhibit A; and


**WHEREAS**, Association wishes to place this Amendment in the Public Records of Hillsborough County, Florida;

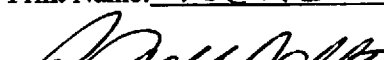
**NOW THEREFORE**, Association declares that every portion of the real property subject to the Restrictions shall be subject to the provisions of this Amendment:


**IN WITNESS WHEREOF**, the undersigned has executed this Amendment on behalf of the Association this 18 day of August, 2023.

Signed, sealed and delivered  
in the presence of WITNESSES  
(two per person):

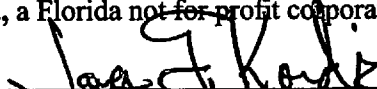
  
Print Name: R. Scott Collins

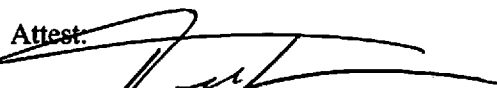

  
Print Name: Bette L. Guarino

  
Print Name: R. Scott Collins

  
Print Name: Bette L. Guarino


**Homeowners Association of Emerald Forest,  
Inc.**, a Florida not for profit corporation

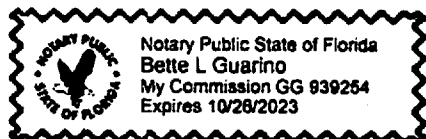
By:   
James Kordic, President

Attest:   
By:   
Terry Sobzak, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 18<sup>th</sup> day of August, 2023 by James Kordic, as President and Terry Sobzak, as Secretary of Homeowners Association of Emerald Forest, Inc., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced \_\_\_\_\_ as identification.

  
Notary Public, State of Florida  
My Commission Expires:



**EXHIBIT A**

**AMENDMENTS TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF EMERALD FOREST**

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

**I. Article I, Section 26 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is deleted as follows and Article V Section 8 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is amended to read as follows:**

~~Section 26: "Homeowner Review/Arbitration Committee" shall mean and refer to persons designated from time to time to perform the duties of the Committee as set forth herein, and their successors and assigns. In accordance with the Florida Statutes 720.305, (1)(d) "comprised of three (3) non-adjacent homeowners selected by the Board/Appellant Committee.~~

~~Section 8. Levy of Fines: The Association shall have the authority to impose fines against any Owner member or any member's tenant, guest, or invitee found to be in violation of any applicable provision of this Declaration, the Association Bylaws, or reasonable rules of the Association pursuant to Section 720.305 Florida Statutes (2022), found in Article VIII, Use Restrictions, or Article IX, Architectural Control, subject to procedural requirements as stated below, and fine amounts established by law. Board Procedures to address Covenants/Restrictions Infractions and Appeal/Redress Process for Homeowners:~~

~~\_\_\_\_\_ (a) Initial contact will be an informal telephone call made by a Board member to the Homeowner explaining the nature of the non-compliance issue(s).~~

~~\_\_\_\_\_ (b) An initial Board letter ("Notice of Covenants/Restrictions Infraction," Exhibit F) will be sent to the Homeowner for notification of infraction. Homeowner will be provided with a "Homeowner Response Form" (Exhibit G) at this time for the purpose(s) of:~~

~~\_\_\_\_\_ (1) Responding to the Board letter;~~

~~\_\_\_\_\_ (2) Notifying the Board of intent/manner in which compliance with Covenants/Restrictions will be undertaken;~~

~~\_\_\_\_\_ (3) Requesting to appear before the Board, all within ten (10) days of receipt of letter.~~

~~\_\_\_\_\_ (c) If the issue(s) is still unresolved or if there is no response from Homeowner after this initial step a 2nd Board letter ("Notice of Covenants/Restrictions Infraction,") will be sent via Certified Mail. Homeowner will again be provided with a "Homeowner Response Form" at this time for the purpose(s) of:~~

~~\_\_\_\_\_ (1) Responding to the Board letter;~~

~~\_\_\_\_\_ (2) Notifying the Board of intent/manner in which compliance with Covenants/Restrictions will be undertaken;~~

~~\_\_\_\_\_ (3) Requesting to appear before the Board, all within ten (10) days of receipt of certified letter.~~

~~\_\_\_\_\_ (d) If the issue(s) is still unresolved or if there is no response from Homeowner after this step, then a fine of \$100 (one hundred) per occurrence will be levied by the Board with 2/3 Board approval. A notification of intent to levy a fine will be sent to Homeowner via Certified Mail. The Homeowner will have the right to appeal the Board's decision to levy a fine before a "Homeowner Review/Arbitration Committee" (as defined in Article I, section 26)\*~~

~~\_\_\_\_\_ (e) The Board may place a Lien upon the Homeowner's property to recover the cost incurred by the Association of bringing the property under compliance. Failure by the Association or by any Owner to enforce this covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.~~

**H. Article VIII, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is amended to read as follows:**

~~Section 5. Use of Accessory Structures: Other than the dwelling and its attached garage, no tent (except for backyard, overnight, recreational sleeping purposes and not in public view), shack, barn, utility shed, building, storage units (ie. Except for portable storage units such as Patio/pool storage containers can be used if not in public view and cannot be reasonably seen by adjoining properties), or animal enclosures of any kind (including but not limited to doghouses, cages, pens, or runs) shall, at any time, be erected or placed and used on any Lot temporarily or permanently, whether as a residence or for any other purpose; provided, however, a modular field construction office may be placed and used on a Lot in conjunction with and during reconstruction of the dwelling on that Lot.~~

**II. Article VIII, Section 8 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is amended to read as follows:**

Section 8. Fences, Walls and Hedges. Except as to fences, walls or hedges originally constructed or planted by Declarant, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot abutting West Timberlane Drive or within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "C"; provided, however, that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in this Declaration. No fence, wall or hedge shall be erected or permitted on a Lot without the prior written consent of the Association. As to any fence, wall or hedge erected or maintained pursuant to this Section, such fence, wall or hedge may be constructed or maintained to a height not to exceed six (6) feet. Such fences shall only be made of such materials as may be approved by the Architectural Control Committee and must be kept in good condition and repair. Fences and walls must be maintained and kept free of mold or mildew visible from the nearest street. Homeowners are to remove and replace any board or panel that has rotted, partial fence, meaning less than the entire length of a fence as originally installed shall not be permitted to remain in place except with the written approval of the Architectural Control Committee, or has been removed, or is in need of replacement when needed. A fence or any portion of a fence which has not been cleaned

or repaired when needed shall be removed by the Owner not later than thirty (30) days after written notice from the Association. Hedges shall be maintained and trimmed to present a groomed appearance. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original dwelling on the Lot as part of the dwelling's elevation or design.

**III. Article VIII, Section 14 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is amended to read as follows:**

Section 14. Lot Upkeep. All Owners of Lots with completed houses thereon shall, as a minimum, maintain a grassed and/or landscaped front, side and rear yards, have the grass regularly cut, edged and string trimmed, have trees and shrubs trimmed and maintained so as to minimize hazards from falling or blowing limbs and visibility obstructions at street corners, and have all trash and debris removed. For purposes of this section, a Lot is deemed to be "grassed" when it is sodded with Zoysia Grass or St. Augustine Grass and free of weeds which are visible from the nearest street. If an Owner of a Lot fails to maintain their Lot as required herein, the Association, after giving such Owner at least ten (10) days written notice, is hereby authorized, but shall not be hereby obligated, to maintain that Lot and said Owners shall reimburse the Association for actual costs incurred therewith, as stated in the WLCA master agreement.

**IV. Article VIII, Section 16 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is deleted as follows:**

~~Section 16. Amendments and Modifications by Declarant. Notwithstanding any provisions of these restrictions to the contrary, Declarant, its successors and designated assigns, reserves the right and authority, subject to FHA/VA approval (which approval need not be evidenced of public record), for so long as Declarant owns a Lot within the Properties, to amend, modify or grant exceptions or variances from any of the Use Restrictions set forth in this Article VIII without notice to or approval by other Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development set forth herein. All amendment, modifications, exceptions or variances increasing or reducing the minimum square foot area of dwellings, pertaining to fence size, location or composition, or pertaining to the location of structures on a Lot shall be conclusively deemed to be within the authority and right of Declarant.~~

Reserved for future use.

**V. Article VIII, Section 17 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is created to read as follows:**

Section 17. Leasing Restriction. No Lot or any part thereof shall be rented or leased during the first two (2) years of ownership of that Lot by the Owner. For purposes of this section, a Lot is deemed to be leased when it is occupied for residential purposes by any person other than the Owner of that Lot while the Owner resides elsewhere.

**VI. Article IX, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is amended to read as follows:**

Section 5. Exterior Appearances and ~~Landscaping~~Maintenance. The paint, coating, stain and other exterior finishing colors or surface finishes on all Homes ~~may be maintained as that originally installed without prior approval of~~ must be approved prior to application by the Architectural Control Committee, except that the exterior finishing colors or surface finishes on all homes shall require the prior approval from the Architectural Control Committee to comply with the current color standards. ~~Landscaping of each~~Each portion of the Property, including without limitations, the trees, shrubs, lawns, flowerbeds, walkways, trellises, gazebos, decks, tree houses, swimming pools, tennis courts, playhouses, walls, fences, permanent barbeques, porches, screen enclosures, outdoor kitchens, fountains, ponds, waterfalls, permanent hoops, mailboxes, raised planters and ground elevations, ~~may~~shall be maintained as originally installed, free of dirt, mold, or deterioration which may be visible from the nearest street~~without the prior approval from the Architectural Control Committee~~. Landscaping shall meet the minimum requirements as set forth herein.

**VII. Article IX, Section 6 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is amended to read as follows:**

Section 6. Addition of Exterior Structures. No exterior structure will be erected on the Properties without the prior approval of the Board of Directors or the Architectural Committee when designated. Refer to Article IX, Section 9 for submission requirements. External structures include, but are not limited to, trellises, gazebos, decks, tree houses, swimming pools, tennis courts, playhouses, walls, permanent barbecues, porches, screen enclosures, outside kitchens, fountains, ponds, waterfalls, permanent basketball hoops, mailboxes, and raised planters. Solar collectors may be installed on the roof within orientation to the south or within forty-five degrees east or west of due south if that does not impair the effective operation of the solar collectors.

**VIII. Article IX, Section 7 of the Declaration of Covenants, Conditions and Restrictions of Emerald Forest is amended to read as follows:**

Section 7. Care and Appearance of Homes; Lien Rights: Each Home shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, glass and screened areas, by and at the expense of the Owner of the Lot upon which the Home is situated. The Home shall be free of paint which is chipping, peeling or fading which can be observed from the nearest street. Similarly, building surfaces, roofs, gutters, downspouts, glass and screened areas shall be maintained in like new condition and shall be kept free of mold or mildew which is visible from the nearest street. Upon the Owner's failure to do so, the Architectural Control Committee may, at its option, after giving Owner thirty (30) days' written notice sent to his last known address, and an opportunity to make the necessary repairs or maintenance, may, but is not obligated to, make repair and improve the appearance maintain the Home in a reasonable and workmanlike manner, with funds provided by the Association, and with the approval by two-thirds (2/3) vote of the Board of directors. The Owner of such Home shall reimburse the Association for any work above required, and to secure such reimbursement, if not paid within thirty (30) days after written demand, the Association ~~can~~ may place a lien upon the Lot enforceable as herein provided. ~~Upon performing the work herein provided, the Association shall be entitled to file in the Public Records of Hillsborough County, Florida, a notice of its claim of lien by virtue of this contract with the Owner. Said notice shall state the cost of said work and shall contain a description of the Lot against~~

~~which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors until said notice is recorded. Each Lot shall stand as security for any expense incurred by the Association pursuant to this paragraph and in connection with such Lot and his or her successors, and this provision shall also be binding on the Owner of such Lot at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage lien pursuant to Section 720.3085 of the Florida statutes as amended from time to time. The amount due and secured by said lien shall bear interest at the highest contract rate of interest permitted by Florida law from time to time, from the date of recording of said notice of lien, and in any action to enforce payment the Association shall be entitled to recover costs and attorney's fees. The lien herein provided shall be subordinate to the lien of any mortgage encumbering any Lot in favor of any institutional lender or mortgage company provided, however, that any such mortgagee when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or under any of the same, shall hold title subject to the obligations and lien herein provided.~~