

Prepared by and return to:

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**CERTIFICATE OF AMENDMENT TO THE REVIVED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR WALDEN LAKE UNIT 17**

**WHEREAS**, the Revived Declaration of Covenants, Conditions and Restrictions for Walden Lake Unit 17 was recorded as Instrument No. 2020147256 of the Public Records of Hillsborough County, Florida (the “**Declaration**”).

**WHEREAS**, Article VIII, Section 3 of the Declaration provides that the Declaration may be amended by not less than two-thirds (2/3) of the votes of the Members entitled cast a vote at a duly noticed meeting of Members, in person or by proxy.

**NOW THEREFORE**, I, Kathy Grant, as President, and Carol Trout, as Secretary, of Homeowners Association of Walden Place, Inc., do hereby certify that in accordance with Article VIII, Section 3 of the Declaration, at a duly noticed meeting of the Members held on November 18, 2022, the following amendment to the Declaration was approved by not less than two-thirds (2/3) of the votes of the Members entitled to cast a vote:

**I. Proposed Amendment to Article VI Section 20 of the Revived Declaration of Covenants, Conditions and Restrictions for Walden Lake Unit 17 is created to read as follows:**

No Dwelling or Lot shall be leased or rented for a period of two (2) years from the date the Owner takes title to the Dwelling or Lot, except when: (i) title is obtained through inheritance (ii) by an Institutional Mortgagee or the Association as a result of a foreclosure or deed in lieu of foreclosure or (iii) the relocation of the Owner for military reasons or employment relocation.

- A. Each lease of a Lot shall be in writing and for a minimum term of six (6) months.
- B. A copy of the lease shall be provided to the Association prior to the tenant taking occupancy of the Lot.
- C. No Lot shall be leased for any use other than for single-family residential occupancy.
- D. For purposes of this section, a Lot is deemed to be leased when it is occupied for residential purposes by persons other than the Owner, while the Owner resides elsewhere or consideration is charged.
- E. At the time of recording of this Section 20, any Lot that is currently leased will be able to continue per the terms of that lease until the transfer of title or the Owner returns to the Owner’s Lot.
- F. No Owner may rent his Lot if, at the beginning of the lease term or renewal, the Owner is not current on all assessments, fees and other monetary obligations owed to the Association.
- G. Owners will be held responsible for their renters and other non-owner occupants and guests in abiding by all Association Rules and Regulations, Covenants and Restrictions, Articles of Incorporation, Bylaws, and any applicable State or local laws. The Owner must provide all

Certificate of Amendment  
Homeowners Association of Walden Place, Inc.

occupants with a copy of the Declaration, Articles, Bylaws, Rules and Regulations and any other governing documents of the Association.

H. Each Owner agrees to remove, at the Owner's exclusive expense, by any legal means available, including but not limited to, eviction or ejection proceedings, his or her tenant(s) should the tenant(s) refuse or fail to abide by and adhere to the Governing Documents. Notwithstanding the foregoing, the Association shall have the power, but not the obligation, to issue notices and evict the tenant from the Property as if the Association were the landlord under Chapter 83, Florida Statutes. Each Owner covenants and agrees that any lease of a Property shall incorporate the foregoing provision concerning the Association's authority to evict a tenant into the lease by existence of this covenant, and the lessee, by occupancy of the Property, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

**CODING: Deleted language is marked with a ~~strike through~~ line and new language is marked with a double underline.**

Witness:

Yolanda S. Cole  
Print Name: Yolanda S Cole

Deanne Beier  
Print Name: DEANNE BEIER

Richard Grant  
Print Name: RICHARD GRANT

Dorothy B. White  
Print Name: DOROTHY B. WHITE

Homeowners Association of Walden Place, Inc.

By: Kathy Grant  
Kathy Grant, President

ATTEST:  
By: Carol Trout  
Carol Trout, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Certificate of Amendment was acknowledged before me by means of  physical presence or  online notarization on this 17 day of DECEMBER, 2022, by Kathy Grant, President, and Carol Trout, Secretary, of Homeowners Association of Walden Place, Inc. who are  personally know to me or  who have produced \_\_\_\_\_ as identification, who executed the foregoing Certificate of Amendment of the Revived Declaration of Covenants, Conditions and Restrictions for Walden Lake Unit 17 and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.



Dorothy B. White  
Notary Public, State of Florida at Large  
Print Name: DOROTHY B. WHITE  
My Commission Expires: 8/1/26