

Prepared by:  
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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF WINDRUSH BAY CONDOMINIUM ASSOCIATION, INC.**

**WHEREAS**, the Declaration of Condominium of Windrush Bay Condominium Association, Inc., a Condominium, was recorded on April 25, 1979, in O.R. Book 4844, Page 2038, and subsequently amended on April 3, 1981, in O.R. Book 5171, Page 503, and on December 15, 1983, in O.R. Book 5652, Page 2197, and all of the Public Records of Pinellas County, Florida and as duly amended thereafter, (the "Declaration"); and

**WHEREAS**, Article 15 of the Declaration provides that the Declaration, Articles of Incorporation and Bylaws may be amended in the manner provided in the Condominium Act, Chapter 718 of the Florida Statute as amended from time to time, which provides that no less than two-thirds of the units in the Association must approve the amendment; and

**NOW, THEREFORE**, Judy Sutherland, as President, and Bob Hutchinson, as Treasurer, of Windrush Bay Condominium Association, Inc. do hereby certify that the following amendments to the Declaration were approved by the Board of Directors and by the Owners of not less than the affirmative vote of two-thirds (2/3) of the Condominium Parcel Owners present at a meeting duly called for such purpose held originally held on November 8, 2022, and continued to January 21, 2023, and continued to February 6, 2023.

**I. Article 8 of the Bylaws regarding Parking Spaces is hereby amended as follows:**

8. ~~At the time of the purchase of the member's Unit, no member was specifically assigned a parking space. The Sponsor, however, retains the right to assign one parking space per Unit purchased and such additional spaces, as it deems appropriate, which right shall continue until Sponsor sells the last Condominium Unit or delegates its rights hereunder to the Association. Thereafter~~ The Association shall have the right to assign and control all unassigned parking spaces so long as the Association does not interfere with, alter or change the previously made Sponsor's assignments. Parking spaces may be transferred and swapped only among the various Unit Owners, with the prior written approval of the Association. Parking spaces, if assigned, must be assigned so that every Unit shall at all times have one parking space which is assigned to it exclusively, and the right to which is transferable at the time of the sale or transfer of the Unit. Maintenance of the parking area is declared to be a Common Expense, and the expenses incident to the same shall be divided among all of the Unit Owners as are other common expenses. **PARKING SPACES ARE FOR PASSENGER AUTOMOBILES**

~~VEHICLES ONLY. , AND NO BOATS, TRUCKS, TRAILERS, MOTORHOMES, CAMPERS OR OTHER VEHICLES OR OBJECTS SHALL BE PLACED IN OR AROUND THE PARKING SPACE ASSIGNED.~~

a. **Prohibited Vehicles:** Except as otherwise provided herein, no commercial vehicles (defined for purposes hereof as vehicles over ¾ tons rated capacity, or with commercial lettering, ladder racks or storage of equipment), trailers, taxis, boats, buses, campers, recreational vehicles, limousines, hearses, ambulances, multi-purpose passenger vehicles designed to carry ten (10) or more persons, tractors, junked, unlicensed or inoperable passenger vehicles or any other vehicle, other than currently registered private passenger vehicles, which include pickup trucks, and in regular operation, or take-home vehicles of a Resident who is a publicly employed law enforcement officer or official, shall be parked within any portion of the Condominium. For purposes of clarity, police cruisers shall be permitted to park within any portion of the Community. For purposes hereof, a vehicle shall be deemed inoperable unless it is licensed, contains all parts and equipment, including properly inflated tires, and is in such good condition and repair as may be necessary to drive the vehicle on a public roadway. Notwithstanding the foregoing, a commercial vehicle shall be permitted to remain within the community for so long as is reasonably necessary to perform the business function of the vehicle within the Community. Except in the event of bona fide emergencies, no activity to repair or maintain a vehicle shall occur within any portion of the Condominium.

b. **Designated Pickup Truck Parking Spaces.** Passenger pickup trucks are permitted to park overnight in designated parking space determined and approved by the Board of Directors as depicted in the attached Exhibit A. Pickup trucks are prohibited from parking in the shaded strike-through areas on the attached Exhibit A map.

c. **Towing.** Any vehicle parked in violation of this section, any other provision of these Bylaws or any Condominium Declaration, any rules, regulations, or policies ("Rules") adopted by the Board, or any applicable law ("Law"), may be towed by the Association or its agent at the sole expense of the owner of such vehicle, with notice as required under Florida Statute 715.07. Each Owner by acceptance of title to a Parcel irrevocably grants the Association and its designated towing service the right to enter a Parcel, or any other part of the Community, and tow any vehicles in violation of these Bylaws, any Condominium Declaration, the Rules, or Law. Neither the Association nor its agents or towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal. In the event the Association or its agent, in their sole discretion, opts to give written notice ("Towing Notice") prior to towing or removal, neither the removal nor failure of the owner to receive a Towing Notice for any other reason, shall be grounds for relief of any kind.

d. **Rules and Regulations.** In accordance with this section of this Bylaw, the Board of Directors may adopt reasonable rules, regulations, and policies regarding parking and towing of vehicles consistent with the provisions of this section.

**II. Article 10 of the Declaration is hereby amended to add Section 10.5 as follows:**

10.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance, fear or force to any occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance

**III. Article 10.3 of the Declaration regarding Leasing of Units is hereby amended as follows:**

10.3 Leasing.

a. Units may be rented provided the occupancy is only by the lessee and the members of his family, servants and non-paying social guests approved in writing by the Association's Board of Directors, and further provided that the lease is for a term of at least three (3) months or longer, except that Sponsor reserves the right to lease to qualified renters, as determined in the sole judgment of Sponsor, for shorter time periods. No rooms may be rented and no transient may be accommodated.

b. For purposes of this Declaration, a "lease" is defined as any occupancy by someone other than the owner of a Lot or Unit, where the owner receives payment or other consideration in exchange for such occupancy. Consideration may either be direct or indirect, including the payment of utilities or taxes, or any other charges that would otherwise be the responsibility of the owner. This includes not only formal leases, but any type of license or other permission granted to someone other than the owner to occupy a unit in exchange for some consideration to be given to the unit owner. Included in the definition of leasing are all type of arrangements for occupancy, including those arranged through AirBnb, VRBO, and all other similar types of services. No Lessee shall occupy or possess a Unit without obtaining prior approval in accordance with this Declaration and all applicable rules. Each Owner leasing or attempting to lease his or her Unit or Units must provide the proposed tenant(s) and occupants with copies of the Governing Documents of the Association. All Tenants, guests and occupants (collectively, "Tenants") are required to comply with the Governing Documents of the Association. Owners are responsible for monitoring and ensuring compliance by their Tenants. Owners shall be jointly and severally liable with Tenants for all costs and damages of any kind or nature incurred by the Association arising from or related to a violation of the Governing Documents by Owner's Tenants, including damage to the Common Elements resulting from acts or omissions of Tenants (as determined in the sole discretion of the Association) and to pay any claims for injury or damage to property caused by the negligence or intentional act of the Tenants. 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, any and all Tenants who refuse or fail to comply with the Governing Documents. Each Owner covenants and agrees that any lease shall incorporate the foregoing provisions by existence of this covenant, and the lessee, by occupancy of the Unit, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

(c) In addition to the remedies set forth herein, the Association shall have the power to issue notices and to evict the unauthorized Tenants from a Unit as if the Association were the landlord under Chapter 83, Florida Statutes. Each Unit Owner hereby covenants and agrees that any lease, including but not limited to the renewal of a lease that is in effect at the time of recording of this amendment, shall incorporate the foregoing provision concerning the Association's authority and ability to evict the unauthorized Tenants from the Unit, into the lease or occupancy agreement, and the lessee or occupant, by occupying the Unit, agrees to the applicability of this covenant and the incorporation of same into the lease or occupancy agreement, even if it is not expressly stated therein.

**IV. Article 11.1 (b) of the Declaration regarding Leasing of Units has been deleted in its entirety:**

~~11.1 (b). Lease. No Unit Owner may lease a Unit or any interest therein by lease for a period in excess of one year without approval of the Association.~~

**V. Article 11.2 (a)(2) of the Declaration regarding the process for approval of leased Units is hereby amended as follows:**

11.2 (a)(2). Lease. All leases, including lease renewals, shall be subject to prior approval of the Association. A Unit Owner intending to make a bona fide lease of his Unit or any interest therein for a period in excess of one year shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, at least 30-days prior to the commencement of the lease, and such other information concerning the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. Within a reasonable time, not less than thirty (30) days prior to the commencement of the proposed lease term, a Unit Owner or his or her agent shall apply to the Association for approval of such lease on the application form prescribed by the Association by Rule, and pay such application fee as established by the Board of Directors, but shall not exceed the allowable amount charged under the law. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and Board approval. It shall be the Unit Owner's obligation to furnish the lessee(s) with a copy of the Association's Governing Documents and the current Rules and Regulations, and other disclosures required by the Florida Statutes.

i. Reasons for disapproval of a lease within the Association may include:

- a. Violent Criminal History and Background: If the national criminal background check the Association is hereby authorized to perform on any and all prospective Lessee(s) or Occupant(s) 18 years of age or older, reveals any such Lessee or Occupant has/have been found, within the last ten (10) years, by any court to be a Violent Career Criminal; Habitual Felony Offender; Habitual Violent Felony Offender, or Three-Time Violent Felony Offender, as defined by Florida Statute §775.084; and/or
  - b. The prospective Lessee(s) or Occupant(s) is/are or has/have been a registered sexual predator within the last ten (10) years in any jurisdiction in this nation; and/or
  - c. A Unit Owner or Lessee's non-compliance with any specific requirements set forth in the Association's Governing Documents, including the Rules and Regulations;
  - d. Providing false or incomplete information in connection with an application, particularly if in the discretion of the Board, any such false or incomplete information is believed to be intended what may be perceived to be derogatory information regarding a potential Lessee or Occupant of a Unit;
- ii. As a condition of approval, the Unit Owner(s), Tenant(s) and Occupant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the Tenant(s) and Occupant(s) to comply with this Declaration and all other documents governing or affecting the community; shall contain a provision appointing the Association as agent for the Unit Owner so the Association may act on behalf of the Unit Owner to enforce the lease, including eviction of the Tenant(s) and Occupant(s) as deemed necessary, and to collect rent from the Tenant(s) if the Unit Owner becomes delinquent in the payment of Assessments or Special Assessments and fails to cure such delinquency within a reasonable time following a demand by the Association. If a Lease Addendum is not executed, any lease which is entered shall be deemed to include these terms. The Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a Unit, that all assessments in regard to the Unit be current.

**VI. Article 11.2 (b)(2) of the Declaration regarding notice to owner and tenant on the approval of leased Units is hereby amended as follows:**


~~(2) Lease – If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved the approval shall be stated in a certificate executed by the President and Secretary of the Association in non-recordable form and delivered to the Unit Owner. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within twenty (20) days after receipt of the application on the prescribed form approved by the Board of Directors. Failure for the Association to respond within this time frame shall not automatically act as an approval. The Association shall notify the Unit Owner of its decision in writing (email is sufficient notice if approved by the Unit Owner). Notwithstanding the foregoing, if an incomplete application is submitted, the deadline for the Association to approve or disapprove a prospective lease does not apply.~~

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

EXHIBIT A



TRUCK PARKING ALLOWED IN ALL VILLA AND CONDO  
SPACES NOT DESIGNATED "NO TRUCK PARKING."

 -NO TRUCK PARKING

END OF AMENDMENT

Signed, sealed and delivered  
in the presence of:

WINDRUSH BAY CONDOMINIUM  
ASSOCIATION, INC.

Dennis Schaefer  
Print name: DENNIS SCHAEFER

By: Judy Sutherland, President  
Judy Sutherland, President

Nancy E. Hutchinson  
Print name: Nancy E. Hutchinson

Signed, sealed and delivered in  
the presence of:

ATTEST:

Dennis Schaefer  
Print name: DENNIS SCHAEFER

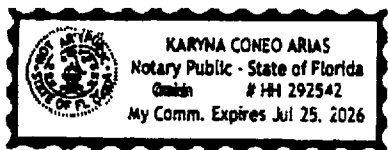
By: Bob Hutchinson  
Bob Hutchinson, Treasurer

Nancy E. Hutchinson  
Print name: Nancy E. Hutchinson

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 13 day of February, 2023, by Judy Sutherland and Bob Hutchinson, as President and Treasurer, respectively, of the Windrush Bay Condominium Association, Inc. who are personally known to me or have produced FL Driver license as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Condominium for Windrush Bay Condominium Association, Inc. 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 13 day of February, 2023.



Karyna Coneo Arias  
NOTARY PUBLIC, State of Florida  
My Commission Expires: Jul 25, 2026