

This Instrument Prepared by and Return to:

Scott B. Tankel, Esquire
Address:
Tankel Law Group
1022 Main Street, Suite D
Dunedin, Florida 34698

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BALINTORE
HOMEOWNERS ASSOCIATION, INC.**

I HEREBY CERTIFY THAT the attached adopted amendments to the Declaration of Covenants, Conditions and Restrictions, originally recorded at Official Records Book 8785, Page 940, of the Public Records of Pinellas County, Florida, was duly approved in the manner required therein, at a meeting of the membership held on April 4, 2024.

IN WITNESS WHEREOF, we have affixed our hands this 9th day of April 2024 at Pinellas County, Florida.

WITNESSES

Irene M. Paddenburg
Signature of Witness #1

IRENE M. PADDENBURG
Printed Name of Witness #1
Address: 4387 Sawgrass Drive
Palm Harbor, FL 34685

Jennifer Arate
Signature of Witness #2

Jennifer Arate
Printed Name of Witness #2
Address: 4352 Sawgrass Dr
Palm Harbor, FL 34685

BALINTORE HOMEOWNERS
ASSOCIATION, INC.

By: *John Arata*
President
JOHN ARATA

Printed
Address: 4352 Sawgrass Dr
Palm Harbor, FL 34685

By: *Carolyn K McElveen*
Secretary
CAROLYN K McELVEEN

Printed
Address: 3704 Doral St
Palm Harbor, FL
34685

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned personally appeared JOHN ARATA & Cardyn McElvee and _____ to me known to be the President and Secretary, respectively, of BALINTORE HOMEOWNERS ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced FL AL and FL AL as identification. If no type of identification is indicated, the above named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 9th day of April 2024.



[Signature]
Notary Public
Printed Name: LORA KLIUCINSKAITE

My commission expires: 4/24/2027

**AMENDMENTS TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
BALINTORE HOMEOWNERS ASSOCIATION, INC.**

The following are amendments to the Declaration of Covenants, Conditions and Restrictions of Balintore, originally recorded at Official Records Book 8785, Page 940 Public Records of Pinellas County, Florida, and as subsequently amended.

New Wording Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

Article III, Section 34 is newly created as follows:

Section 34 - Leases and Rentals. Leases and Rentals of Lots are subject to the restrictions and provisions of this Section.

(a) The maximum number of Lots that are allowed to be leased/rented at any given time are limited to not more than 10% of the total number of Lots within the Balintore community.

(b) Existing leases/rentals will be grandfathered and have first priority if existing rental agreement is to be renewed.

(c) No dwelling shall be leased or rented for a period of less than one (1) year.

(d) Advertising of an Owner's Lot on Airbnb, VRBO, or similar short term rental website is forbidden.

(e) No dwelling may be leased or rented without a contract providing for pool service, if applicable, paid for by either the Owner or the prospective tenant.

(f) The Board shall have the authority to require completion of a Lease/Rental Application, and require payment of an application fee.

(g) The Board may disapprove any person who does not complete the Lease/Rental Application, pay the Lease/Rental Application Fee, or comply with these provisions or those found in the Association Governing Documents.

(h) A fully completed Lease/Rental Application must include payment of a Lease/Rental Application Fee as determined by the Board from time to time.

(i) Owners shall indemnify and hold the Association harmless in any event in connection with the lease or rented property.

(j) Owners found to be in violation of the Association's Governing Documents, or who owe a financial obligation to the Association, shall not qualify to lease their Lot and shall be denied irrespective of their prospective tenant.

(k) The Board may promulgate rules to maintain the integrity of this provision.

[END OF AMENDMENTS]