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December 13, 2021

Board of Directors  
Autumn Woods Homeowners' Association, Inc.  
P.O. Box 1712  
Palm Harbor, FL 34682

**Re: Certificates of Amendment**

Dear Board Members:

Enclosed please find the original amendment to the Declaration of Covenants, Conditions and Restrictions, which was recorded at O.R. Book 21846, Pages 1418-1423 as well as the original amendment to the Bylaws, which was recorded at O.R. Book 21846, Pages 1424-1425, both of the Public Records of Pinellas County, Florida. Please be advised that since these Certificates were recorded online, the attached are considered to be the "original" documents.

A copy of the recorded documents must be provided to all owners within Autumn Woods Homeowners' Association, Inc. within 30 days of recording (i.e., on or before January 13, 2022) and the original documents placed with the Association's official records. Alternatively, if a copy of the proposed amendments were provided to the members prior to the vote and the amendments were not changed before the vote, the Association may simply provide notice to the owners that the amendments were adopted, identify the book and page of recording, and indicate that a copy of the amendments are available at no charge to a member upon written request to the Association.

As always, it is a pleasure serving the Association. If you should have any questions, please feel free to contact the undersigned.

Sincerely,

*Daniel J. Greenberg*

Daniel J. Greenberg, Esq.  
(Signed Electronically to Avoid Delay)

DJG:dls  
Enclosures

Prepared by and Return To:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, Florida 34698

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
AUTUMN WOODS**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on December 6, 2021, by the affirmative vote of at least two-thirds of those Lot Owners participating in the voting, with at least a majority of all Lots being required to participate, the Declaration of Covenants, Conditions and Restrictions of Autumn Woods, as originally recorded in O.R. Book 4757, Page 1544, et seq., and revitalized in O.R. Book 18976, Page 2484, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows.

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Covenants, Conditions and Restrictions of Autumn Woods."

IN WITNESS WHEREOF, AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 10 day of December, 2021.

AUTUMN WOODS HOMEOWNERS'  
ASSOCIATION, INC.

(Corporate Seal)

By: Theresa Ronayne  
Theresa Ronayne, as President  
Printed Name

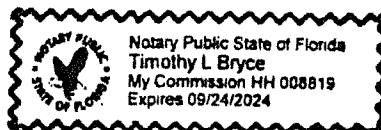
ATTEST:

Jill Laurenz  
Jill Laurenz, as Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10 day of DECEMBER, 2021, by THERESA RONAYNE, as President and JILL LAURENZ, as Secretary, of AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC., and are personally known to me or have produced \_\_\_\_\_ as identification.

Timothy L Bryce  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



**SCHEDULE OF AMENDMENTS TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF AUTUMN WOODS**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS...**

1. ARTICLE IV, Covenant for Maintenance Assessments, SECTION 3, Budget, Subsection B, and SECTION 4, Special Assessments, of the Declaration shall be amended to read as follows:

B. In the event that the budget requires an increase in maintenance fees of more than fifteen percent (15%) over the prior year's budget, such increase must be approved by the affirmative vote of at least two-thirds (2/3) of the members voting in person or by proxy at a duly noticed meeting called for such purpose, at which at least fifty-one (51%) of the members participate in the vote. ~~the membership of the Association will have the authority to reduce the increase to a fifteen percent (15%) increase if such action is approved by fifty one percent (51%) of the membership at a special meeting called for this purpose.~~

AND

SECTION 4. Special Assessments. In addition to the annual assessments authorized above, the Board of Directors may levy, in any calendar year, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any unanticipated expenditures that have arisen after the adoption of the annual budget, or any construction, reconstruction, repaving, repair or replacement of a capital improvement upon the Common Area including any fixtures and/or personal property relating thereto. In connection with an assessment to finance any addition or alteration to the Common Area, ~~any such assessment shall have the assent of any such increase must be approved by the affirmative vote of at least two-thirds (2/3) of the members voting in person or by proxy at a duly noticed meeting called for such purpose, at which at least fifty-one (51%) of the members participate in the vote.~~ fifty one percent (51%) of the votes of all of the lot owners who are voting in person or by proxy at a special meeting duly called for this purpose.

2. ARTICLE VI, Use Restrictions, SECTION 1, Subsection A, of the Declaration shall be amended to read as follows:

A. Each unit shall be used as a residence for a single family ~~and for no other purposes;~~

3. Article VI, Use Restrictions, SECTION 1, Subsection B, of the Declaration shall be amended to read as follows:

~~B. Business use of a residence which shows signs of commercial activity is prohibited. Business use shall mean and be defined as any use which shows or tends to show commercial activity of a unit, including but not limited to, pick up or delivery of supplies, materials, partially or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever, and including signage. Businesses not requiring visitation of customers, clients, vendors or suppliers shall be allowed provided that they meet the requirements herein. Such businesses include home offices for professionals such as accountants, real estate agents, attorneys or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which is conducted primarily through telephonic and electronic media.~~

In-home businesses are allowed provided that such businesses are in compliance with the Pinellas County Ordinance under Division 2, Residential Uses, Section 138-3218 Home Occupation.

4. ARTICLE VI, Use Restrictions, SECTION 1, Subsection D, of the Declaration shall be amended to read as follows:

D. No sign of any kind other than name, address and for sale signs as provided herein shall be erected upon, displayed, or otherwise exposed to view on any Lot or improvement thereon or in the Common Area, without the prior written consent of the Association, which consent may be withheld for any reason, except that (i) customary name and address signs do not require prior approval; and (ii) "For Sale" and "For Rent" signs which have been approved as to size, shape, content and location thereof by the Association, and are purchased from the Association, may be displayed on any Lot in accordance with the regulations established by the Association, from time-to-time, for signs of this type. No political signs or flags are allowed to be displayed in any manner visible on the Lot or dwelling. No vendor or commercial signs or flags are allowed with the exception of one (1) sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the home, as provided in Section 720.304 of the Florida Statutes, as same may be amended from time to time. Lot Owners may display an American Flag or Military Service Flag in accordance with Section 720.304 of the Florida Statutes, as same may be amended from time to time, but no other flags may be flown or displayed on a Lot or dwelling with the exception of those decorative flags expressly permitted in the Association's architectural standards.

5. ARTICLE VI, Use Restrictions, SECTION 1, Subsection H, of the Declaration shall be amended to read as follows:

H. No outbuilding, basement, tent shack, garage, shed, enclosed trailer, RV or other similar or temporary structure of any kind shall be allowed permitted upon any Lot or upon any of the Common Areas within the subdivision either temporarily or permanently without prior written consent of the Association and appropriately permitted per Pinellas County. Any storage shed must be concealed in a manner so as not to be visible from the street. The Association, through its Board of Directors or Architectural Committee, shall be permitted to adopt rules, regulations, standards and guidelines regarding material, type, shape, height, location, size and color as it relates to sheds in its sole discretion.

6. ARTICLE VI, Use Restrictions, SECTION 1, Subsection P, of the Declaration shall be amended to read as follows:

P. All cans and containers of any sort used for collection and disposal of refuse, garbage, rubbish or other discarded matter upon the premises must be placed in the rear and/or side lot of the lot and not displayed in any manner whatsoever, except on regular days for the collection of trash, garbage and rubbish, as be provided by any sanitary service unit, and then only when such sanitary service unit requires the container or containers to be placed in the front of any dwelling. ~~Each unit owner shall be required to contract for garbage pick-up.~~

7. ARTICLE VI, Use Restrictions, SECTION 1, Subsection Q, of the Declaration shall be amended to read as follows:

Q. All dwellings that are built upon any currently vacant lots, or which are rebuilt other lots in the future shall have at least a two-car garage and a square foot area of at least 2000 square feet, exclusive of screened areas, open porches, terraces, patios, private

attached garages ~~and servants quarters or rooms~~. As to Unit Four, a minimum square footage of 4000 square feet shall apply to Lots 140-143, and a minimum of 3000 square feet applies to Lot 139.

8. ARTICLE VI, Use Restrictions, SECTION 1, of the Declaration shall be amended to add an entirely new Subsection Z, Leasing, to read as follows:

Z. No Lot shall be rented for less than six (6) consecutive months, and no daily, weekly or monthly rentals are allowed. No individual rooms shall be rented or leased at any time. Owners shall not advertise or cause to be advertised the leasing of a Lot within the community that would be for a period of less than six (6) consecutive months, nor shall Owners advertise or cause to be advertised the leasing of less than an entire Lot. This includes, but is not limited to, advertisements on websites such as AirBnB and VRBO. Members shall also provide a copy of any current lease to the Association for informational purposes only.

9. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, Introductory Language, of the Declaration shall be amended to read as follows:

A. As to the lakes in the subdivision known as Autumn Lake, Meadow Lake East, ~~and~~ Meadow Lake West and Meadow Lake South:

10. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, Paragraph 1 of the Declaration shall be amended to read as follows:

1. No pier, dock, boathouse, bulkhead or other structure of any kind shall be erected, placed or permitted to remain on, in, adjacent to, bordering on, or over any portion on such lakes unless approved in writing by the Board prior to construction. Members will be required to have a County Environmental Permit and utilize a licensed contractor and must provide proof of both with the ARC application.

11. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, Paragraph 2 of the Declaration shall be amended to read as follows:

2. Each Lot Owner whose lot adjoins or abuts such lakes ("Lake Lot Owners") shall keep his lot and the portion of the adjoining or abutting parcel between his lot down to and the water's edge at the lake bank, grassed, trimmed and cut and property maintained so as to present a pleasing appearance, maintain the proper contour of the lake bank, and prevent erosion. All grass clippings and debris must be disposed of properly and in accordance with Pinellas County Ordinances. However, except with the prior written approval of the Association, the Shoreline contour of the lakes may not be changed and no lot may be increased in size by filling in the lakes and no lot may be dug out or dredged so as to cause the water of the lakes to protrude into the lot without the prior written approval of Pinellas County.

12. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, Paragraph 4 of the Declaration shall be amended to read as follows:

4. No boats, rafts or floating objects of any kind other than small row boats, small sail boats, ~~and~~ canoes and kayaks, none of which shall be motor-driven, shall be brought or operated on such lakes and no swimming shall be allowed in such lakes. Any inoperable watercraft shall be required to be removed from the shore or lake area at the expense of the lot owner.

13. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, Paragraph 5 of the Declaration shall be amended to read as follows:

5. Except with the prior written consent of the Association, no lot Owner or resident or third party shall place rocks, stones, trash, garbage, sewage, ~~pet waste, fertilizer, grass clippings, yard waste, leaves,~~ water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage or run-off), rubbish, debris, ashes or other refuse in such lakes. Pinellas County law prohibits the dumping of any waste, chemicals, oil, sewage, trash, and yard waste, into such lakes. Fines may be assessed for non-compliance.

14. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, of the Declaration shall be amended to add an entirely new Paragraph 7 to read as follows:

7. Lake Bank Stabilization. Pinellas County ordinance dictates that no permanent structures may be placed within a drainage easement, including seawalls. A retaining wall/seawall may be installed adjacent to the easement boundaries, with appropriate County permit approvals, and written approval from the Association. A resident may apply for a variance from the County regarding Lake Lot stabilization options.

15. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, of the Declaration shall be amended to add an entirely new Paragraph 8 to read as follows:

8. Any permits required by County, State or Federal agencies to perform lake bank stabilization, are the responsibility of the Lot owner, and must be obtained from the appropriate agency and the Association prior to commencing work.

16. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, of the Declaration shall be amended to add an entirely new Paragraph 9 to read as follows:

9. Property owners residing on Autumn Lake, Meadow Lake East, Meadow Lake West and Meadow Lake South (Lake Lot Owners) have the obligation to follow Pinellas County Code of Ordinances pertaining to Stormwater and Surface Water Pollution, including but not limited to prohibited connections into the lake, dumping of any waste, identification and removal of any invasive and contaminating vegetation from the lake shoreline.

17. ARTICLE VI, Use Restrictions, SECTION 2, Subsection A, of the Declaration shall be amended to add an entirely new Paragraph 10 to read as follows:

10. All Lot owners have the obligation to follow Pinellas County Code of Ordinances It is prohibited for any member or lot owner to wash or blow yard waste, grass clippings, chemical or pool water into the street, or deposit into the Lakes or storm drains. Lot owners with storm drain outlets should maintain the drain openings by keeping it clean and clear of waste buildup at all times.

18. ARTICLE X, Parking and Vehicle Restrictions, of the Declaration shall be amended to read as follows:

A. No Owner or occupant shall park, store or keep any ~~truck,~~ commercial vehicle, camper, RV, boat, jet-ski, enclosed trailer or aircraft, or any other vehicle other than a private passenger vehicle, on any Lot unless such vehicle is parked within a garage and concealed from view at all times. More specifically, no commercial vehicle, truck, camper, RV, boat, jet-ski, enclosed trailer, aircraft, or any vehicle other than a private passenger vehicle, may be parked overnight on a driveway without prior Board approval.

B. ~~A pickup truck with more than a three quarter (3/4) ton carrying capacity will not be considered to be a private passenger vehicle; and must be parked in the garage. The same requirement shall apply to Commercial~~ vehicles, which include all vehicles designed or modified for commercial use, including trucks and vans and also including vehicles with commercial lettering must be parked within an enclosed garage. No Owner or occupant shall park or store any inoperable vehicle on any lot unless parked within a garage. Any vehicle parked on a driveway must have a valid license plate and current registration. Temporary overnight parking is permissible only to the extent that proper egress is maintained for emergency vehicles. Vehicles must not park directly across from one another. Should an obstruction in the roadway occur the Pinellas County Sheriff's office will be contacted to clear the roadway.

C. No Owner of a ~~unit lot shall repair or restore any motor vehicle, boat, jet-ski, RV, trailer, aircraft or other vehicle on any portion of any lot, unless such work is done within a garage, or on the Common Area, except for Emergency and routine repairs, are permitted but are restricted to the driveway or in the garage, and then only to the extent necessary to enable movement thereof to a proper repair facility.~~

**THE REMAINING PORTION OF THIS ARTICLE REMAINS UNCHANGED**

Prepared by and Return To:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, Florida 34698

**CERTIFICATE OF AMENDMENT  
TO THE  
BY-LAWS  
OF  
AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on December 6, 2021, by the affirmative vote of 66-2/3% of the votes of those voting members participating in the voting, in person or by proxy, the By-Laws of Autumn Woods Homeowners' Association, Inc., recorded as Exhibit "B" to the Notice of Filing of Revived Documents for Autumn Woods Homeowners' Association, Inc. as originally recorded in O.R. Book 18976, Page 2484, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The By-Laws are hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to By-Laws of Autumn Woods Homeowners Association, Inc."

IN WITNESS WHEREOF, AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 10<sup>th</sup> day of December, 2021.

AUTUMN WOODS HOMEOWNERS'  
ASSOCIATION, INC.

(Corporate Seal)

By: *Theresa Rowayne*  
Theresa Rowayne, as President  
Printed Name

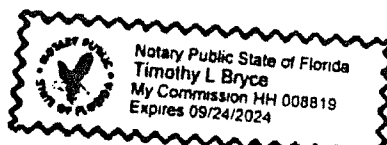
ATTEST:

*Jill Lafrenze*  
Jill Lafrenze, as Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10 day of DECEMBER, 2021, by TERESA ROWAYNE, as President and JILL LAFRENZE, as Secretary, of AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC., and are personally known to me or have produced \_\_\_\_\_ as identification.

*Timothy L Bryce*  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:





**SCHEDULE OF AMENDMENTS  
TO THE  
BY-LAWS  
OF  
AUTUMN WOODS HOMEOWNERS' ASSOCIATION, INC.**

**ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS....**

1. Article V, Section 1, Nomination of the By-Laws shall be amended to read as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. ~~Nominations may also be made from the floor at the annual meeting.~~ The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve until the closed of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Additionally, members may nominate themselves for the Board by completing and returning a Notice of Intent for which is to be sent to all members at least 45 days prior to the annual meeting. This form must be returned to the Association at least 30 days prior to the meeting in order for any such nominees to be listed on the ballot.