

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATED TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE

We hereby certify that the attached amendments to the Amended and Restated Declaration of Restrictions and Affirmative Covenants Related to the Anchorage of Tarpon Lake Unit One, The Anchorage of Tarpon Lake Unit Two, and The Anchorage of Tarpon Lake Unit Three, (which Amended and Restated Declaration of Restrictions and Affirmative Covenants was recorded at Official Records Book 20213 Page 1530-1571 in the official public records of Pinellas County, Florida) was duly adopted by an affirmative vote of a majority of the Members present, in person or by proxy, having met the threshold minimum of eighty-five (85) affirmative votes of the membership at a Membership Meeting held on April 25, 2024 as required by Article 23 of the Amended and Restated Declaration. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and applicable law.

DATED this 8th of May, 2024

Signed, sealed and delivered

Anchorage Homeowner's Association, Inc.

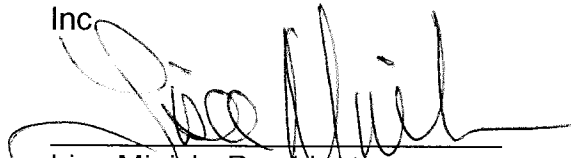
in the presence of:

Witness 1

sign: Marilyn DiNardo

print: Marilyn DiNardo

address: 1208 Mainsail Way Palm Harbor, FL 34685


Lisa Minich, President

Witness 2

sign: GARY W WARE

print: GARY W WARE

address: 2200 PORTSIDE PASSAGE PALM HARBOR, FL 34685

Signed, sealed and delivered

Anchorage Homeowner's Association, Inc.

in the presence of:

Witness 1

sign: Marilyn DiNardo

[Signature]
Gary Walkup, Secretary

print: Marilyn DiNardo

address: 1208 Mainsail Way Palm Harbor, FL 34685

Witness 2

sign: Gary W Ware

print: GARY W WARE

address: 2200 Portside Psg Palm Harbor, FL 34685

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and subscribed before me this 8th day of May, 2024, by Lisa Minich as President of Anchorage Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My Commission expires:

NOTARY PUBLIC



MELISSA J. NUNLEY
Commission # HH 202146
Expires November 30, 2025

Sign [Signature]
Print Melissa J. Nunley
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was sworn to and subscribed before me this 8th day of May, 2024, by Gary Walkup, Secretary of Anchorage Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My Commission expires:

NOTARY PUBLIC



MELISSA J. NUNLEY
Commission # HH 202146
Expires November 30, 2025

Sign [Signature]
Print Melissa J. Nunley
State of Florida at Large (Seal)

Exhibit "A"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE

*[Additions are indicated by underline; deletions by strike-through]
Provisions not explicitly addressed remain unchanged by this amendment.]*

1. Statement of Purpose

The purpose of these Restrictions is to ensure the use of the above described property for single-family residential purposes only, to limit and control the population density, to ensure the attractiveness and safety of the area for ourselves and our children, to prevent nuisances, to prevent the impairment of the attractiveness of the property, to maintain fair and adequate property values, to maintain the desired tone of the community, and thereby to secure to each property owner the full benefit and enjoyment of his or her home, with no greater restriction on the free and undisturbed use of his or her property than is necessary to ensure the same advantage to the other property owners.

Exhibit "B"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE

*[Additions are indicated by underline; deletions by strike-through]
Provisions not explicitly addressed remain unchanged by this amendment.]*

6. Age Limitation on Permanent Residents.

Whereas the Subdivision has been developed and the structures located therein have been designed primarily for the comfort, convenience and accommodation of adult persons, at least one person fifty-five (55) years of age or older must be a permanent occupant of each lot while any person occupies said lot. Persons under the age of fifty-five (55) and more than eighteen (18) years of age may occupy a lot as long as at least one of the occupants is fifty-five (55) years of age or older. No person who has not attained the age of eighteen (18) shall be permitted to occupy said lot therein; provided, however that persons under said age shall be permitted to visit and temporarily reside thereon, but such temporary residence shall not exceed ninety (90) days in any one calendar year or ninety (90) days within any consecutive twelve (12) month period, whichever may provide the shortest period of such temporary residence. Sole exception to this paragraph is provided for family members aged eighteen or older, widows, or widowers whose occupancy of the lot pre-dated the Lot's violation of this section.

Exhibit "C"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE

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Provisions not explicitly addressed remain unchanged by this amendment.]*

7. Leases

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A. Any lot owner intending to make a lease of his or her lot or any interest therein or to renew or extend an existing lease shall give to the Association a written notice of his or her intention to lease or renew, together with the name and address of his or her intended lessee, and such other information as the Association may reasonably require, including, but not limited to any information necessary to run criminal and/or financial background checks should the Board of Directors, in its sole and absolute discretion, decide to run same. This provision shall in no manner obligate the Association to run criminal and/or financial background checks nor to guarantee an absence of criminals or guarantee the safety of the residents of the community, their family members, tenants, guests or invitees. In connection with any application for lease, the Board of Directors may require an application fee in an amount up to but not to exceed the maximum allowed by law. The notice of the intended lease shall constitute a warranty and representation by the lot owner that he or she believes the proposal to be bona fide in all respects.

B. No lease of a lot shall be valid without the written approval of the Association, which approval shall not be unreasonably withheld. Approval shall be signed by an executive officer of the Association and shall be delivered to the lessee and made a part of the lease.

C. Failure of the Association to act within 30 days shall be deemed to constitute approval in which event the Association must on demand prepare and deliver an approval.

D. The provisions of this paragraph 7 shall apply to original and all successive leases, lease renewals, subleases or assignments.

E. No lot owner shall lease his or her property, nor shall approval be given, until and unless all assessments due are paid or their payment provided for to the satisfaction of the Association and unless the proposed lessee can qualify as to the age and use restrictions provided in this Declaration of Restrictions.

F. If a lot owner shall lease his or her property, he or she shall remain liable for the performance of all the agreements and covenants in these Declaration of Restrictions and shall be liable for the violations by his or her lessee of any and all use restrictions contained in this Declaration, the Articles of Incorporation, By-Laws, or any rules and regulations or guidelines of the Association. No lease shall be made for a term of less than one (1) year or more than one (1) year. Any occupancy of a residence in the absence of the record owner shall be deemed a lease for all purposes set forth herein.

G. Every lessee who acquires any interest in a lot shall acquire same subject to this Declaration of Restrictions and the provisions of the Articles of Incorporation, a copy of which is attached hereto as Exhibit "B" and By-Laws of the Association, a copy of which are attached hereto as Exhibit "C".

H. The Association shall have the right to evict a tenant, as an agent for the lot owner, for a failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By-Laws, and Rules and Regulations and guidelines of the Association. The lot owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the lot owner and his or her unit and may be collected in the same manner as an assessment including, but not limited to, recording a Claim of Lien and foreclosing on same.

I. A Lot Owner shall be required to own a lot for twenty-four (24) months prior to being authorized to lease his or her lot. This section shall not apply to the Association when title to a Lot is obtained through Association foreclosure, or to an heir when title to the lot is obtained through probate.

J. No Lot owner shall permit their property to be leased for hotel or transient use, including, but not limited to Air BnB, VRBO, or similar property-sharing services

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Exhibit "D"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE.

*[Additions are indicated by underline; deletions by ~~strike-through~~]
Provisions not explicitly addressed remain unchanged by this amendment.]*

10. (F) Restrictions Concerning Lawns, Clothes Drying, Parking, Antennas and Other Items.

F. Parking. The parking or storage of automobiles, except upon paved areas, is prohibited. No vehicle shall be parked or stopped so as to block or partially block any sidewalk. Passenger cars, vans, sport utility vehicles and pick-up trucks ~~up to one-half ton load-carrying capacity, up to one (1) ton rating or 12,500 pounds GVWR~~ used primarily for carrying passengers and not for commercial purposes, are allowed vehicles. Only vehicles bearing current license and registration tags, as required pursuant to state law, shall be permitted to be parked or stored on any Lot. ~~The parking or storage of trucks in excess of one-half ton, buses, recreational vehicles, commercial vehicles, boats, boat trailers, campers, or other trailers upon any of the Lots is prohibited unless contained within a garage. The overnight parking of vehicles of any kind upon the dedicated public right-of-way is prohibited. The parking or storage of boats, boat trailers, campers or other trailers upon any of the foregoing described lands is prohibited. The Parking or Storage of trucks in excess of 12,500 pounds GVWR, buses, recreational vehicles, commercial vehicles, boats, boat trailers, campers or other trailers upon any of the lots is prohibited unless contained within a garage or stored so as not to be visible from the lot's frontage or adjacent lots in accordance with Pinellas County Ordinance §122-37 and Florida Statute §720.3045.~~ These restrictions shall not include parking or storage in garages. The Association reserves the right to provide an area for short term (no more than two weeks) parking and/or storage of prohibited vehicles.

Exhibit "E"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE.

*[Additions are indicated by underline; deletions by ~~strike-through~~]
Provisions not explicitly addressed remain unchanged by this amendment.]*

10. (G) Restrictions Concerning Lawns, Clothes Drying, Parking, Antennas and Other Items.

H. Hurricane Shutters and Window Coverings. Hurricane shutters are permitted, if permanently installed, but must be left open unless a storm is imminent and shall be re-opened within five (5) days of the storm passing. Temporary coverings such as plywood, etc., are permitted only when a storm is imminent and shall be removed within five (5) days of the storm passing. No other coverings, permanent or temporary, are permitted on the exterior of the windows. Windows may have hurricane or light dimming film on the inside of windows so long as it is of a non-reflective type. ~~Window curtains and drapes or other window coverings that may be seen from the exterior of the home shall be of a neutral color.~~

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Exhibit "F"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE

*[Additions are indicated by underline; deletions by strike-through]
Provisions not explicitly addressed remain unchanged by this amendment.]*

10. Restrictions Concerning Lawns, Clothes Drying, Parking, Antennas and Other Items.

~~E. Antennas. No exterior radio, television or electronic antenna or aerial may be erected or maintained anywhere upon any of the Lots except as otherwise provided in this Declaration~~ *Intentionally Left Blank*

Exhibit "G"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE

*[Additions are indicated by underline; deletions by strike-through]
Provisions not explicitly addressed remain unchanged by this amendment.]*

5. Community Television Antenna

~~In order to ensure continuance of the Subdivision as a community of high standards, quality and beauty and to provide the residences constructed within the Subdivision a high caliber of television reception without the installation of unsightly aerials and/or antennas, the Association hereby reserves unto itself its successors or assigns, the right, but not the obligation, to install such lines, cables or other equipment as may be necessary or required, across the LOTS in the Subdivision for the purpose of creating a community Antenna Television System. Such Installations shall be located within the utility easement as shown on the plats of the Subdivision, or within the area comprising the front, side and rear setback requirements as established by local governmental regulations. No antennas, satellite dishes, radio antennas, or other similar reception devices may be erected or maintained on any Lot, except as may be authorized in writing by the Board of Directors or as may be required to be permitted by Law in which event, they shall be placed in the most inconspicuous position that still allows receipt of a clear signal.~~ *Intentionally Left Blank.*

Exhibit "H"

PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND AFFIRMATIVE COVENANTS RELATING TO THE ANCHORAGE OF TARPON LAKE UNIT ONE, THE ANCHORAGE OF TARPON LAKE UNIT TWO, AND THE ANCHORAGE OF TARPON LAKE UNIT THREE

*[Additions are indicated by underline; deletions by strike-through]
Provisions not explicitly addressed remain unchanged by this amendment.]*

10. Restrictions Concerning Lawns, Clothes Drying, Parking, Antennas and Other Items.

A. Maintenance of Structures and Lawns. Any and all structures located upon a Lot including, but not limited to the exterior of residences, garages, accessory buildings, fences, walls, driveways, planters and roofs are to be maintained in a neat and attractive condition and shall be kept clean, free from dirt and debris, and in good repair. No gravel, blacktop or paved parking areas are permitted except as may be approved, in writing, by the Board of Directors. All lawns and landscaping must be properly maintained. Lawn is hereby defined as the yard area of a Lot from the front or side of the building walls and a line extension thereof to the side Lot lines and to the road pavement line in front of the Lot. ~~Decorative ground cover, rock or shale, or materials other than grass shall not exceed ten percent (10%) of the total area of the lawn.~~ The Lots are to be kept in a clean, neat and attractive condition at all times which shall include, but not be limited to, the lawn being mowed, and edged, ~~properly treated for pests and fertilized~~ as necessary to maintain a healthy appearance and free of all unsightly structures or debris.