

*Zacur & Graham, P.A.*  
*Attorneys and Counselors at Law*

RICHARD A. ZACUR  
ASHLEY DREW GRAHAM

5200 CENTRAL AVE.  
ST. PETERSBURG, FLORIDA 33707  
TELEPHONE 727-328-1000  
FAX 727-323-7519

PETER D. GRAHAM\*  
\*BOARD CERTIFIED  
REAL ESTATE ATTORNEY

February 13, 2020

Thurston Groves Homeowners Association  
c/o Ameritech Property Management  
Mr. David Fedash  
24701 U.S. Highway 19 North, Suite 102  
Clearwater, Florida 33763

SENT VIA EMAIL

RE: Thurston Groves Homeowners Association

Dear Board of Directors:

Enclosed please find the recorded amendments that were passed at a duly called meeting.

These amendments are now in full force and effect. These amendments apply to every owner regarding the contents of each amendment of each homeowner and each homeowner must follow these recorded documents.

The Board, by law, is in charge of the facility, the enforcement of rules and regulations and has a fiduciary duty to move forward and compel owners to compel.

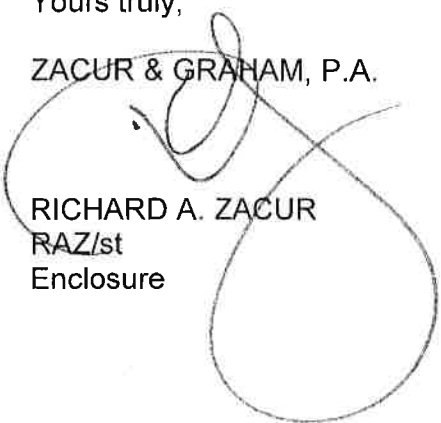
This is a beautiful complex as everyone knows and should not ever be involved in owner violations. However, each owner should be aware and must be aware that the Board will enforce these rules and regulations pursuant to Florida Statute Chapter 720, which is the Florida Homeowner Association Law.

I thank you for allowing me to be involved.

Yours truly,

ZACUR & GRAHAM, P.A.

RICHARD A. ZACUR  
RAZ/st  
Enclosure



PREPARED BY AND SHOULD BE  
RETURNED TO:  
RICHARD A. ZACUR, ESQUIRE  
Zacur & Graham, P.A.  
5200 Central Avenue  
St. Petersburg, Florida 33707

KEN BURKE, CLERK OF COURT  
AND COMPTROLLER PINELLAS COUNTY, FL  
INST# 2020031924 01/30/2020 12:01 PM  
OFF REC BK: 20863 PG: 1843-1847  
DocType:RST RECORDING: \$44.00

Plats pertaining hereto are filed in Plat Book 123, Pages 94-98.

**AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS, AND  
RESTRICTIONS OF  
THURSTON GROVES HOMEOWNERS ASSOCIATION**

WHEREAS, the Board of Directors and Home Owners of THURSTON GROVES HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as Association, desires to amend the Declaration of Covenants, Conditions and Restrictions for said homeowners association, which Declaration of Covenants, Conditions and Restrictions, and Bylaws have been filed and recorded in and for Pinellas County, Florida, within O.R. Book 11719, beginning with Page 416, et seq.

WHEREAS, a meeting of the Board of Directors of the association and said owners/members was duly called in accordance with the Declaration of Covenants, Conditions and Restrictions and Bylaws, after proper notice was given to the owners/members.

WHEREAS, such meeting took place on December 4, 2019 and reconvened on January 10, 2020, there was present a quorum of Directors and a quorum of owners/members as defined and required by the Bylaws, Articles of Incorporation, and the Declaration of Covenants, Conditions and Restrictions for said Association.

WHEREAS, after due consideration, of said proposed amendments, which amendments were proposed by resolution by said Directors, same were presented for a vote, and accepted by the required vote of the Board of Directors, and said

amendments were approved by the vote of the required percentage of owners/members according to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of Covenants, Conditions and Restrictions for said Association.

WHEREAS, that the Board of Directors and the owners/members have approved the Amendments to the Declaration of Covenants, Conditions and Restrictions, said Amendments are hereinafter provided.

NOW THEREFORE, said Declaration of Covenants, Conditions and Restrictions shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendments are to be provided within said Declaration of Covenants, Conditions and Restrictions, and said amendments are as follows:

1.

Article VIII. USE RESTRICTIONS.

Section 1. Residential Use. All of the Property shall be known and described as residential property and no more than one detached, single-family Dwelling may be constructed on any Lot, except that more than one Lot may be used for one Dwelling, in which event, all restrictions shall apply to such Lots as if they were a single Lot, subject to the easements indicated on the Plat and the easement reserved in Section 4 of this Article. Notwithstanding the foregoing, if more than one Lot is used for one Dwelling, each Lot shall be assessed separately and treated as separate and individual Lots for the purpose of assessments for Common Expenses as set forth in Article VI above. No single family dwelling may be subdivided in any form, including fractional ownership, timeshare ownership, AirBnB, VRBO or any other advertised use.

2.

Article VIII. USE RESTRICTIONS.

Section 8. Fences, Walls and Hedges. ~~Except as to fences, walls or hedges originally constructed or plated by Declarant or Builder, if any, no fences, walls or hedges of any nature may be erected, constructed or maintained upon any Lot within any areas of a Lot designated as "areas where fences are prohibited" in Exhibit "E"; provided, however, that no fence, wall or hedge shall be erected or permitted on a Lot in any location thereon where Declarant has erected a privacy fence or monument as provided in Subsection 4(c) of this Article. As to any~~

~~fence, wall or hedge erected or maintained pursuant to this Paragraph, such fence, wall or hedge may be constructed or maintained to a height not to exceed five (5) feet. Any fence, wall or hedge which abuts, runs along, intersects with or joins the boundary or any pond, lake, water body, or common area shall not exceed thirty-six (36) inches in height from the ground, and shall be constructed of green vinyl coated chain link, which may be planted with landscaping materials. Such fences must be kept in good condition and repair. No fence, wall or hedge may be constructed or maintained between a Front Street Line and the Front Dwelling Line. Notwithstanding the foregoing, a decorative wall or entrance forward of the Front Dwelling Line or forward of a Side Dwelling Line fronting a Side Street Line shall be permitted if constructed at the same time as the original Dwelling on the Lot as part of the Dwelling's elevation or design. Construction or planting of any fence, wall or hedge, including materials used, must be approved in accordance with Article IX of this Declaration.~~

No fence, gate, wall, or hedge may be constructed between a Front Street Line and the Front Dwelling Line. As to any fence, gate or wall erected or maintained pursuant to this Paragraph, such fence, gate, or wall may be constructed or maintained to a height not to exceed five (5) feet. Any fence, gate, wall or hedge which abuts, runs along, intersects with or joins the boundary of any pond, lake, water body, or common area shall not exceed five (5) feet. Such fences must be kept in good condition and repair.

3.

#### Article VIII. USE RESTRICTIONS.

Section 9. Vehicles. No motor vehicles shall be parked on the Properties except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties, unless inside a garage and concealed from public view. Boats, boat trailers, campers, commercial trucks, commercial vans, motorcycles and other recreational vehicles shall be parked inside of garages and concealed from public view. Allowances will be made to residents who need to prepare their recreational vehicles for use can do so without penalty for a limited time, not to exceed 48 hours.

4.

#### Article VIII. USE RESTRICTIONS.

##### Section 12. Antenna and Roof Structures

No television, radio or other electronic towers, aerials, antennas, satellite dishes or devices of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements

thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

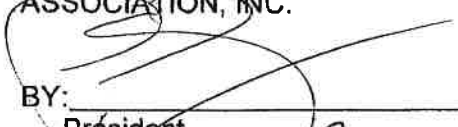
Homeowners should mount a satellite dish in the most visually appealing place possible in a location that is non-visible from the street in front of their home. If this is not possible due to reception difficulties, an application should be sent to the DRB, together with a letter from the satellite company, requesting an exception. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

(a) Permanent Equipment. All permanent equipment shall be placed in a location non-visible from the street in front of their home. When this is not possible, an application should be sent to the DRB requesting an exception. Generators can be placed on side of house covered by a hedge.

(b) Portable Equipment. All portable equipment must be in good working order and removed at dusk to an area that is non-visible from the street in front of their home.

RESOLVED, further, that said Amendments to the Declaration of Covenants, Conditions and Restrictions of the Association are hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

THURSTON GROVES HOMEOWNERS  
ASSOCIATION, INC.

BY:   
\_\_\_\_\_  
President

BY:   
\_\_\_\_\_  
Secretary

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of January, 2020, by Robert Johnke, the President and Mary Putman, the Secretary, who are personally known to me or who have produced FIDC / FIDC as identification and who did take an oath and depose and says that they executed the foregoing Amendments and acknowledge to and before me that they executed said Amendments for the purposes therein expressed.

Witness my hand and official seal this 24<sup>th</sup> day of January, 2020.

Jennifer A. Wilson  
Notary Public

My commission expires:

Jennifer A. Wilson  
Notary Name Typed/Printed



(CODING: Words in underscored type indicate changes from original Declaration of Covenants, Conditions and Restrictions and By-Laws and deletions from the original Declaration of Covenants, Conditions and Restrictions and By-Laws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration of Covenants, Conditions and Restrictions and By-Laws are not affected by these Amendments and shall remain the same.)