I#: 2025033090 BK: 23050 PG: 2671, 02/03/2025 at 02:47 PM, RECORDING 2 PAGES \$18.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY

DEPUTY CLERK: clk106369

This instrument prepared by And return to: Kalei McElroy Blair, Esq. Wetherington Hamilton, P.A. 812 W. Dr. MLK Jr. Blvd, Suite 101 Tampa, FL 33603

# CERTIFICATE OF RECORDING OF AMENDMENT TO THE DECLARATION OF COVENANTS AND CONDITIONS AND THE SUBDIVISION RESTRICTIONS COVERING GEORGETOWN EAST

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants and Conditions for Georgetown East and the Subdivision Restrictions Covering Georgetown East, as originally recorded in Official Records Book 6085 Page 1029 et seq., of the Public Records of Pinellas County, Florida, was duly adopted by the Association membership, in the manner provided in the Governing Documents at a meeting held December 10, 2024.

IN WITNESS WHEREOF, we have affixed our hands this 29th day of January 2025.

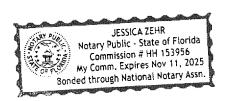
WITNESSES:	GEORGETOWN EAST ASSOCIATION, INC.
Sign Print name: John Maley Sign Print name: Benjavia J. Kaski	BY: Kalei McLiroy Blair) as Association Attorney and Agent
STATE OF FLORIDA COUNTY OF HILLSBOROUGH	)

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January 2025, by Kalei McElroy Blair, as Association Attorney and Agent for Georgetown East Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me.

NOTARY PUBLIC:
SIGN:
PRINT:

State of Florida at Large

My commission expires:



## ADOPTED AMENDMENT TO THE DECLARATION OF COVENANTS AND CONDITIONS AND THE SUBDIVISION RESTRICTIONS COVERING GEORGETOWN EAST

[Underlined text indicates new inserted text. Stricken text indicates deleted text.]

### DECLARATION OF COVENANTS AND CONDITIONS

# ARTICLE II PROPERTY RIGHTS AND DUTIES

Section 3. Ingress and Egress. A non-exclusive easement for access, ingress, and egress is hereby created and reserved for pedestrian traffic over through and across sidewalks, walks, bikeways paved spaces and lanes, as the same, from time to time, may exist upon the lots as shown on the Plat of Georgetown East for each Owner his family, tenants, guests, invitees, employees and agents and for the Association employees and agents and for public officials and employees and all other persons who make use of travel on the same for lawful purposes.

Further, a non-exclusive easement for access, ingress, and egress exists over and across all fences and gates which span the space between residences on adjacent lots and which provide access to the backyard of one or more lots ("Access Fences"), regardless of whether the Access Fence was constructed entirely or partially on either adjoining lot, for the benefit of the owner requiring access to said backyard. The extent of this easement is limited to only so much as it is reasonably necessary to provide the access necessary for the use and maintenance of the Access Fences. Maintenance of Access Fences is governed by Section 4 of the Subdivision Restrictions Covering Georgetown East.

### SUBDIVISION RESTRICTIONS COVERING GEORGETOWN EAST

### 4. Easements:

Declarant, for itself and its grantees...

It shall be the sole obligation of the dominant estate (the benefiting lot) to maintain an Access Fence as defined in Article II Section 3 of the Declaration of Covenants and Conditions. Should an Access Fence be damaged or destroyed by any cause other than the act or omission of either estate holder (either owner of the adjoining lots), the Access Fence shall be repaired or rebuilt at the expense of the dominant estate (the benefiting lot). Should an Access Fence fail to be adequately maintained after written demand, the Association shall have the right to make such necessary repairs and assess the dominant estate the cost of said repairs.