



March 15, 2024

**Re: Willow Wood Village Homeowners Association, Inc.
Amendment to Declaration – Leasing Cap**

Dear Owners,

DeSantis Community Management is pleased to have the opportunity to serve as your Community Management company effective April 1, 2024.

As you may be aware, in October 2020, amendments to the Declaration of Covenants, Conditions and Restrictions for Willow Wood Village became effective pertaining to the leasing of homes within the community. Please carefully review the attached letter from the Association attorney for details pertaining to the legal implications of these amendments for homeowners.

In addition to being able to consult the recorded amendment in the Public Records as outlined in the attorney's letter, you may also access this document by contacting DeSantis Community Management directly.

In order to successfully implement and enforce the leasing restrictions for Willow Wood Village, it is essential to fully understand the meaning of "grandfathered owners" in the context of the leasing amendment.

Definition of Grandfathered Owners:

Grandfathered owners are those owners who had a current lease as of October 15, 2020, and have not transferred their Lot to a third party since that date.

DESANTIS COMMUNITY MANAGEMENT, LLC

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To summarize the leasing amendment, all owners, with limited exception, are now bound by the following leasing restrictions:

Grandfathered Owners	Non-Grandfathered Owners
Had a current lease as of October 15, 2020	Did not have a current lease as of October 15, 2020
Are grandfathered into the 25% leasing cap	Are not grandfathered into the 25% leasing cap
Shall retain their leasing cap space until such time as they transfer their Lot to a third party	May lose their leasing cap space if all leasing restrictions are not complied with
Subject to all other leasing restrictions contained in the Declaration	Subject to all leasing restrictions contained in the Declaration
Lot may not be leased without prior approval of the Association	Lot may not be leased without prior approval of the Association
All leases shall be for a term of not less than one (1) year	All leases shall be for a term of not less than one (1) year
Owner shall, no less than thirty (30) days in advance of the proposed start date of the lease or renewal of a lease, notify the Board of Directors (DeSantis Community Management), in writing, of an intent to lease or renewal of lease on such forms as the Board may require and provide a copy of any proposed lease.	Owner shall, no less than thirty (30) days in advance of the proposed start date of the lease or renewal of a lease, notify the Board of Directors (DeSantis Community Management), in writing, of an intent to lease or renewal of lease on such forms as the Board may require and provide a copy of any proposed lease.
Must comply with the <i>Resolution Regarding Lease Approval and Leasing Cap Waitlist Criteria</i> adopted by the Board of Directors on October 25, 2023. (attached)	Must comply with the <i>Resolution Regarding Lease Approval and Leasing Cap Waitlist Criteria</i> adopted by the Board of Directors on October 25, 2023. (attached)

As of this date, twenty-six (26) of the 106 units are currently under rental agreements, therefore the 25 % cap has been reached. No other Lots may be leased out.

If you are currently leasing out your unit, you must provide DeSantis Community Management with the following information in accordance with the timelines outlined below.

Our office will then make a determination on your status based on the information you are able to provide.

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For Grandfathered Owners:

- You must demonstrate that you had an active lease in effect on October 15, 2020, to be considered “grandfathered in”. Please provide a valid lease covering the period of October 15, 2020, thereby demonstrating that your unit was in leased status on that date. The deadline to provide this to our office is **April 30, 2024**.
- If you are unable to locate a valid lease covering the period of October 15, 2020, you must submit a written request to our office prior to April 30, 2024, demonstrating in another way that you have good cause for your unit to have this status.
- You must also supply our office with a current lease, no later than April 30, 2024.

For Non-Grandfathered Owners:

- You must supply our office with a current lease, no later than **April 30, 2024**.

For all owners, failure to comply with the above-mentioned requirements will result in violation notices being sent out as soon as May 2, 2024.

In the case of potential Grandfathered Owners, failure to comply with the above-mentioned requirements and deadlines will result in the loss of their ability to maintain their leasing cap space until such time as the title is transferred to a third party. Should this occur, the Lot shall be subject to the leasing cap as applied to all other non-grandfathered Owners.

Given that the 25% cap has been reached for all Lots, any Owner other than those being grandfathered desiring to lease his or her Lot shall inform DeSantis Community Management in writing and shall be placed on a waiting list which shall be applied on a first-come, first-served basis.

The Willow Wood Village Homeowners Association, Inc. is committed to upholding the community’s Governing Documents as well as striking a balance between the individual interests of homeowners and the overall harmony and value of the neighborhood.

If you have any questions regarding the above, please contact us at Info@DeSantisMgmt.com or (727) 440-5225.

Thank you in advance for your cooperation with this matter.

Sincerely,
DESANTIS COMMUNITY MANAGEMENT, LLC
As Agent for the Association

Louis DeSantis, LCAM
Property Manager

cc: Board of Directors

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Ariana E. Zarrella, Esq.



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February 23, 2024

Owners within the Willow Wood Village Homeowners Association

Re: Amendment to Declaration – Leasing Cap

Dear Owners:

Please be advised that this firm serves as legal counsel to Willow Wood Village Homeowners Association, Inc.

As you may be aware, in October of 2020, the membership approved an amendment to the Declaration of Covenants, Conditions and Restrictions for Willow Wood Village regarding the leasing of homes within the community. The amendment was recorded on October 15, 2020, and can be found in the Public Records of Pinellas County, in Official Record Book 21210, Page 280, and is available to you upon written request to the property management company, DeSantis.

To summarize the leasing amendment, all owners, with limited exception, are now bound to the following leasing restrictions:

- No more than 25% of the Lots may be leased at any one time;
- No Lot shall be leased for a term of less than one (1) year;
- All proposed leases and lease renewals must be submitted to the Board of Directors for approval along with an application fee which shall cover the expense of performing a background check on the proposed tenant.

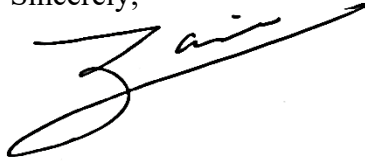
When the amendment was voted on, those owners who had a current lease as of October 15, 2020 were grandfathered into the 25% leasing cap, and shall retain their leasing cap space until such time as they transfer the Lot to a third party. Those owners, however, are still subject to all other leasing restrictions contained in the Declaration. It is possible that the grandfathered owners may comprise all or most of the cap space, given that only 26 Lots may be rented at any one time. The Board has adopted the enclosed Resolution which sets forth the Association's policy for implementing the remaining leasing cap space for the non-grandfathered owners and which contains lease approval criteria that will be applied to all lease and lease renewal applications.

Given that grandfathered owners retain their leasing cap space until they transfer their Lot to a third party, it is essential to formally establish the list of grandfathered owners. The enclosed letter from DeSantis provides information as to how grandfathered owners can demonstrate that they had an active lease in effect on October 15, 2020. The letter also provides dates by which

both grandfathered and non-grandfathered owners must provide leases to DeSantis in order to avoid Violations.

We thank you in advance for your anticipated cooperation with the new restrictions and procedures. If you should have any questions, please feel free to contact the property management company, DeSantis.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ariana E. Zarrella', written in a cursive style with a long horizontal flourish extending to the right.

Ariana E. Zarrella, Esq.

AEZ:hs

**WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.
BOARD RESOLUTION REGARDING
LEASE APPROVAL AND LEASING CAP WAITLIST CRITERIA**

Upon motion duly made by Lois Marotta, and duly seconded by Randy Wiles, the following Resolution regarding the policy of the Board of Directors was adopted by a majority of the Directors present and voting at a duly called meeting of the Board of Directors held on 10/25/2023, 20 .

WHEREAS, WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as "Association"), is the entity charged with the enforcement of the Declaration of Covenants, Conditions and Restrictions for Willow Wood Village, as recorded at O.R. Book 5149, Page 1332, et seq., as same has been amended from time to time, of the Public Records of Pinellas County, Florida; and

WHEREAS, Pursuant to Article VIII, Subparagraph H, of the Declaration, as amended on October 15, 2020, a leasing cap of 25% of the total units is now in effect, and the following procedures shall govern the application of such cap:

- 1) All record Owners who have demonstrated that they had an active lease in effect on October 15, 2020, shall be grandfathered and shall retain their leasing cap space until such time that they transfer title to the Lot to a third party, at which point the Lot shall be subject to the leasing cap as applied to all other non-grandfathered Owners.
- 2) When the 25% cap is reached for all Lots, any Owner other than those currently being grandfathered as referenced above desiring to lease his or her Lot shall inform the Board of Directors in writing and shall be placed on a waiting list, which shall be applied on a first-come, first-served basis.
- 3) Once the total number of leased Lots drops below the 25% cap, the Board of Directors will inform the first person on the waiting list, who will then have thirty (30) days within which to submit an approved lease. Upon expiration of the thirty (30) day period, or if

the Owner informs the Board in writing that he or she does not wish to lease the Lot, the next Owner on the waiting list shall be contacted and afforded the opportunity to submit an approved lease within thirty (30) days of notification. This process shall continue until either the waiting list is exhausted, or the space is filled and the cap number is met.

- 4) Occupation of a cap space shall run with the lessee. Once the lessee vacates the Lot, the Owner shall have sixty (60) days to lease the property again before being deemed to have relinquished the cap space. The Board of Directors may, at their discretion, approve an extension to the 60 days, upon written request by the owner. Such request must be received no later than 7 days prior to the expiration of the 60 days, and must include a justification for the need of the extension.
- 5) The Board shall, in its sole and absolute discretion, reserve the right to approve a lease that would exceed the leasing cap in the event of documented hardship.
- 6) A copy of this Resolution shall become a part of the corporate records of the Association, and shall be kept with the other policy resolutions.

WHEREAS, in furtherance of the Board of Director's enforcement of Article VIII, Subparagraph H, of the Declaration, the Board of Directors hereby adopts the following leasing application criteria:

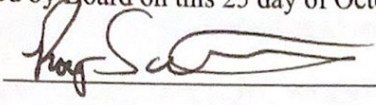
- 1) The following shall be grounds for denial of any proposed tenant (including lease renewals):
 - (i) Prior criminal conviction(s) or guilty pleas within the last ten (10) years which indicate a potential threat to the health, safety, or welfare of the Community, specifically violent, theft, drug-manufacturing or sex-related crimes;
 - (ii) Status as a registered sex offender or sexual predator in any state or federal database;
 - (iii) Prior non-compliance with the Association's Governing Documents, including any rules and regulations;
 - (iv) Providing false or incomplete information in connection with an application; or

- (v) Two or more previous evictions within the last ten (10) years from a residential community for non-monetary reasons.

A copy of this Resolution shall become a part of the corporate records of the Association, and shall be kept with the other policy resolutions and the rules and regulations provided for herein shall have the same force and effect as if set forth in the Association's rules and regulations.

WILLOW WOOD VILLAGE HOMEOWNERS ASSOCIATION, INC.

Approved by Board on this 25 day of October, 2023.

Signed:  Title: Acting President

Print Name: Roy Santangelo - Acting President