

Prepared by and Return to:
Karen E. Maller, Esq.
Johnson Pope Bokor Ruppel & Burns, LLP
490 1st Avenue South, Suite 700
St. Petersburg, Florida 33701

CERTIFICATE OF FIRST AMENDMENT TO THE AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS AND RESTRICTIONS FOR CROSS POINTE

This is to certify that at a duly called meeting of the members of Cross Pointe Homeowners Association of Pinellas, Inc. (the "Association") held on November 30, 2021, in accordance with the requirements of the applicable Florida Statutes and Governing Documents, the First Amendment to the Amended and Restated Master Declaration of Covenants and Restrictions of Cross Pointe, attached hereto as **Exhibit A** was duly adopted by the membership. The Amended and Restated Master Declaration of Covenants and Restrictions for Cross Pointe was recorded in the Public Records of Pinellas County, Florida, appearing at Instrument No. 2013173118, O.R. Book 18021, beginning at page 873, on May 28, 2013.

IN WITNESS WHEREOF, Cross Pointe Homeowners Association of Pinellas, Inc. has caused this instrument to be signed by its duly authorized officer on this 30th day of November, 2021.

CROSS POINTE HOMEOWNERS
ASSOCIATION OF PINELLAS, INC.

Emily Sikes
Signature of Witness #1

Emily Sikes
Printed Name of Witness #1

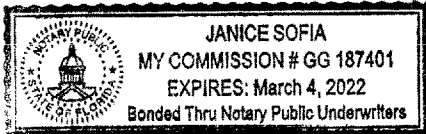
By: Charles Bachteler
Printed Name: CHARLES BACHTELER
Title: President

AM Macdonald
Signature of Witness #2

AM MACDONALD
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

This instrument was acknowledged before me by means of physical presence or online notarization on this 30 day of November 2021, by Charles Bachteler as President of Cross Pointe Homeowners Association of Pinellas, Inc. He/She is personally known to me or has produced _____ as identification.



Janice Sofia
Notary Public Signature
Printed Name: JANICE SOFIA
My Commission Expires: MARCH 4, 2022

PROXY INSERT

I understand that the following vote is being requested to be taken for purposes of removing the reference to oak trees being required to be planted as stated in the Declaration. The following is necessary to amend the Amended and Restated Master Declaration of Covenants and Restrictions for Cross Pointe to remove the requirement for oak trees with the underlining and strike through documenting the changes.

Section 2.34 - Street Trees. Each Lot shall have the appropriate quantity of street trees. The street tree shall be at least one inch caliper, and six feet in height at planting time in the case of replacement. The tree shall be approximately forty feet on center, as previously approved by Developer, or as approved by the ~~Association~~Board of Directors. The trees shall be placed between the road curb and the sidewalk, and are to be watered and fertilized by the Lot Owner. The tree specie ~~shall be Quercus Virginians (live Oak)~~ and must be approved by the Board of Directors prior to installation. Any tree that has been planted in violation of this provision is subject to removal by the Lot Owner. If the Lot Owner fails to remove the tree at the request of the Board of Directors provided in writing within ten (10) days from the date of the written notice, the Board of Directors shall have authority to remove the objectionable tree and plant an acceptable tree. The cost of removal of the tree and replanting of a new tree will be an individual assessment which the Lot Owner shall be responsible for paying, and if the Lot Owner does not make such payment to the Association, the Association shall have the authority to proceed with the collection of the assessment and all other rights granted to the Association as set forth in Article 4 of the Declaration. The Association is responsible for pruning all street trees, which are the trees planted in the strip of grass between the street and the sidewalk. Any cost to rehabilitate or replace damaged street trees where such damage was caused by the intentional action or inaction or the negligence of the owner, or his or her tenant, guest, or invitee, shall be the responsibility of the owner. If the Lot Owner does not rehabilitate or replace the damaged street trees when such damage was caused by the intentional action or inaction or the negligence of the Owner, or his or her tenant, guest, or invitee, within ten (10) days from the date of the written notice of the Board of Directors, the Board of Directors shall have the authority to rehabilitate or replace the damaged street trees. The cost of rehabilitation or replacing the damaged street trees will be an individual assessment which the Lot Owner shall be responsible for paying, and if the Lot Owner does not make such payment to the Association, the Association shall have the authority to proceed with the collection of the assessment and all other rights granted to the Association as set forth in Article 4 of the Declaration.

_____ YES, I vote to approve this Amendment to the Declaration.

_____ NO, I do not approve of this Amendment to the Declaration.