

**ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF PARK
LAKE AT PARSONS CONDOMINIUM**

1. 19(b) AMENDMENT OF DECLARATION is amended to read as follows:

(b) Leasing Restrictions.

(i) Annual Leases. Except as set forth in subsection (ii) below, no Unit shall be leased for a period of less than twelve (12) months nor to more than one family pursuant to any single lease. Leases shall not be assignable except at the end of any one year term. No Unit shall not be rented without prior written approval of the Board, which approval is subject to the board's sole and absolute discretion and which shall be primarily (but not solely) based upon the prospective tenant(s)'s leasing history and criminal history. Prior to any prospective tenant taking occupancy each prospective tenant must complete such informational forms as may be required by the Association, and the unit Owner shall deliver the completed informational forms to the Association prior to the Association's deciding whether to approve a lease, of a Unit, the Unit Owner shall provide to the Board a copy of the proposed lease and the prospective tenant(s)'s personal information, plus a One-Hundred Dollar (\$100.00) review fee for each proposed lease for a Unit. The Board shall provide a written approval or denial to the Unit Owner regarding the proposed lease within ten (10) days. If the Board fails to do so, the proposed lease shall be considered approved. Notwithstanding the requirements set forth in subsection (ii) below, any tenant who has fulfilled at least a 12-month lease may continue his/her/their tenancy in the same Unit on a month-to-month basis should the tenant and the Unit Owner choose to do so.

(ii) Short Term Leases. Unit Owners seeking to lease their Unit to a third party for a period of less than twelve months must apply for and receive a short-term leasing permit ("Leasing Permit") from the Board at a cost of \$200.00 Upon its issuance, a Leasing Permit will allow an Owner to lease his/her/their Unit for a period of time less than 12 months provided that such leasing is in strict accordance with the terms of this Section and all rules, regulations, and conditions prescribed by the Board set forth in Park Lake at Parson's Rules and Regulations. All Leasing Permits shall be valid only as to a specific Unit Owner and Unit and shall not be transferable between either Unit Owners or Units. All Leasing Permits must be renewed on an annual basis at a cost of \$200.00, and current holders of a Leasing Permit shall have the first opportunity to renew his/her/their Leasing Permit each year. A Unit Owner's request

for a Leasing Permit shall be approved if current, outstanding Leasing Permits have not been issued for more than five percent (5%) of the total number of Units in the Condominium. Holders. If the five percent limit has been reached, a waiting list shall be established by the Board. A Leasing Permit shall be automatically revoked upon the happening of any of the following events: (a) the sale or transfer of the Unit to a third party (excluding sales or transfers to an Unit Owner's spouse or to a corporation, partnership, company, or legal entity in which the Owner is a principal); (b) the failure of a Unit Owner to lease his or her Unit within one hundred eighty (180) days of the Leasing Permit having been issued; or (c) the failure of a Unit Owner to have his/her/their Unit leased for any portion of any consecutive one hundred eighty (180) day period thereafter.

(iii) General. The Board's approval of any lease by shall not release the Unit Owner from any obligations under these Declarations. Under no circumstance shall a Unit be used, leased, or sold on a "time share" basis. Sub-leasing Unit is strictly prohibited. No individual rooms may be rented and no transient lessees may be accommodated. The Board may implement and enforce reasonable rules and regulations regarding tenants, rentals, evictions, and processes related to 19 (b) of this Declaration. Each lessee shall comply with all provisions of these Declaration, the Articles, the Bylaws, and any and all Rules and Regulations of the Association as promulgated from time to time, and the lease executed by the lessee(s) shall expressly require such compliance. A Tenant's and/or an Owner's failure to comply with the Declaration, By-Laws, Articles of Incorporation, or rules or regulations may result in the tenant's eviction and said eviction, including attorney's fees and costs, shall be at the Owner's expense. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rent, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of the tenant(s). The Unit Owner will be jointly and severally liable with the tenant(s) to the Association for any amount required to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the ~~negligence~~ negligence of tenant, and any such claim against a Unit Owner shall not be limited by the amount of any deposit held by the Association on behalf of a tenant. All leases shall be legally subordinate to any lien filed by the Association, whether prior or subsequent to the execution of such lease. Any lease not authorized and/or executed pursuant to the requirements of this Section Article shall be void. Neither the Association or the Board (or its agents or employees) shall be liable to any person whomsoever for the approving or disapproving of any person as a tenant pursuant to this Section, or for the method or manner of conducting any pre-approval investigation. When a Unit is leased, a lessee shall have all use rights in the Common Elements otherwise readily available for use generally by the Unit Owner, and the Unit Owner of the leased Unit shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of the Common Elements otherwise readily available for use generally by Unit Owners. The Board shall have the absolute right, to be exercised in the Board's sole and absolute discretion, to require that a Unit Owner not renew any tenant's lease upon its expiration.

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
PARK LAKE AT PARSONS CONDOMINIUM**

NOTICE OS HEREBY CERTIFY that the attached Amendment of Declaration of Condominium of Park Lake at Parsons Condominium, originally recorded in Official Records Book 16007, Page 1415-1532, of the Public Records of Hillsborough County, Florida, is hereby amended pursuant to procedures described in said Declaration of Condominium for amendment thereof, at the Annual Meeting of the members of Park Lake at Parsons Condominium Association, Inc., on November 21, 2019, as set forth herein.

Section 2 paragraphs (g) and (i) of the Declaration; subparagraph (iv) of paragraph (c) of Section 3 of the Declaration; subparagraph (iii) of paragraph (a) of Section 15 of the Declaration and Section 27 of the Declaration, shall be amended as follows:

2. DEFINITIONS. For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(g) Common Elements. Common Elements mean and include in addition to the items listed in Section 718.108, *Florida Statutes*, the following items.

(iv) The property and installations required for the furnishing of utilities, including any submetering fixtures, installations or equipment, and other services to more than one Unit or to the Common Elements and/or the Association Property.

(i) Common Expenses. “Common Expenses” mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a “Common Expense” by the Act, Declaration, the Articles or Bylaws. For all purposes of this Declaration, “Common Expenses” shall also include, without limitation, the following as same may relate to the Common Elements: (a) the costs of maintaining, operating and insuring the Common Elements, (b) all reserves required by the Condominium Act or otherwise established by the Association, regardless of when reserve funds are expended; (c) the cost of a duly franchised cable television service obtained pursuant to a bulk contract; (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (e) if applicable, costs relating to insurance for directors and officers, in-house and/or interactive communications and surveillance systems; (f) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (g) to the extent that Board determines to shutter the Building, or portions thereof, all expense of installation, repair, and maintenance of such hurricane shutters by the Board (provided, however, that a Unit Owner who has already installed hurricane shutters (or other acceptable hurricane protection) shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit but shall not be excused from any portion of expenses related to maintenance, repair, replacement

or operation of same); (h) any lease payments required under leases for mechanical equipment, including without limitation, leases for recycling equipment, as it is intended that any such recycling equipment be leased rather than owned; (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems, and (j) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners. For the purpose of the Declaration, the submetering of individual units for utility services by the Association not be considered a separate obligation of individual Unit Owners but shall be treated and billed as a common expense for which the individual Unit Owner shall be legally obligated to reimburse the Association for the actual cost of the sub-metered utility service.

3. PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP

(v) Excluded from Units.

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Such utility services are part of the Common Elements, and shall be the maintenance responsibility of the Association. The Unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements. Moreover, notwithstanding any provision to the contrary, pipes, wires, conduits, cable wires, or other utility lines, including any submetering fixtures, installations or equipment, or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall not be deemed to be part of any Condominium Unit.

15. MAINTENANCE. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) By the Association. The Association shall be responsible for the maintenance, repair or replacement of the following:

(iii) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, including any submetering fixtures, installations or equipment, which are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained.

~~27. ADDITIONS, IMPROVEMENTS OR ALTERATIONS BY THE ASSOCIATION. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as~~

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(iii) General. The Board's approval of any lease by shall not release the Unit Owner from any obligations under these Declarations. Under no circumstance shall a Unit be used, leased, or sold on a "time share" basis. Sub-leasing Unit is strictly prohibited. No individual rooms may be rented and no transient lessees may be accommodated. The Board may implement and enforce reasonable rules and regulations regarding tenants, rentals, evictions, and processes related to 19 (b) of this Declaration. Each lessee shall comply with all provisions of these Declaration, the Articles, the Bylaws, and any and all Rules and Regulations of the Association as promulgated from time to time, and the lease executed by the lessee(s) shall expressly require such compliance. A Tenant's and/or an Owner's failure to comply with the Declaration, By-Laws, Articles of Incorporation, or rules or regulations may result in the tenant's eviction and said eviction, including attorney's fees and costs, shall be at the Owner's expense. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rent, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of the tenant(s). The Unit Owner will be jointly and severally liable with the tenant(s) to the Association for any amount required to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of tenant, and any such claim against a Unit Owner shall not be limited by the amount of any deposit held by the Association on behalf of a tenant. All leases shall be legally subordinate to any lien filed by the Association, whether prior or subsequent to the execution of such lease. Any lease not authorized and/or executed pursuant to the requirements of this Section Article shall be void. Neither the Association or the Board (or its agents or employees) shall be liable to any person whomsoever for the approving or disapproving of any person as a tenant pursuant to this Section, or for the method or manner of conducting any pre-approval investigation. When a Unit is leased, a lessee shall have all use rights in the Common Elements otherwise readily available for use generally by the Unit Owner, and the Unit Owner of the leased Unit shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of the Common Elements otherwise readily available for use generally by Unit Owners. The Board shall have the absolute right, to be exercised in the Board's sole and absolute discretion, to require that a Unit Owner not renew any tenant's lease upon its expiration.

~~distinguished from repairs and replacements) costing in excess of three percent (3%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate three percent (3%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.~~

IN WITNESS WHEREOF, PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to the Declaration of Condominium to be signed in its name by its Vice-President (title) on this 29th day of November, 2019, at Brandon, Hillsborough County, Florida.

WITNESSES:



PRINTED NAME: Denise Yates



PRINTED NAME: Allan Need

PARK LAKE AT PARSONS
CONDOMINIUM ASSOCIATION

By: 


Signature

Cody Powell, Vice President
Printed name and title

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 29th day of November, 2019, by Cody Powell as Vice-President, of Park Lake at Parsons, LLC/Park Lake at Parsons Condominium Association, and he/she acknowledged before me that he/she freely and voluntarily executed the same as such officer, under authority vested in him/her by Park Lake at Parsons Condominium Association documents, who are XX personally known to me or who produced identification of: _____, and who did/did not take an oath.

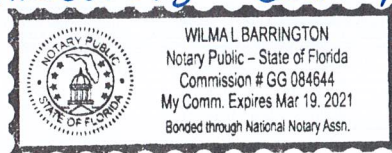
(SEAL)



Notary Public

Commission Expires: 3/19/2021

Hillsborough County, Florida



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