


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

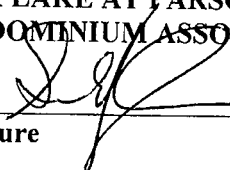
**WE HEREBY CERTIFY** that the attached Amendment of Declaration of Condominium of Park Lake at Parsons Condominium, originally recorded in Official Records Book 16007, Page 1415-1532, of the Public Records of Hillsborough County, Florida, was duly adopted in the manner provided in the Governing Documents at the annual meeting held November 19, 2020.

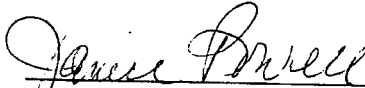
**IN WITNESS WHEREOF**, we have affixed our hands on this 2<sup>nd</sup> day of December, 2020, at Brandon, Hillsborough County, Florida.

**WITNESSES:**

**PARK LAKE AT PARSONS  
CONDOMINIUM ASSOCIATION, INC.**

  
\_\_\_\_\_  
**PRINTED NAME: Denise Yates**

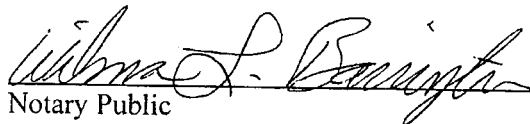
By:   
\_\_\_\_\_  
**Signature**

  
\_\_\_\_\_  
**PRINTED NAME: Janice Powell** \_

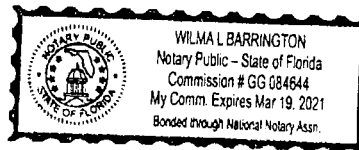
Stephen J. Emerson  
**Printed name and title: Stephen Emerson  
Board President**

**STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH**

The foregoing was acknowledged before me this 2nd day of December, 2020, by Steve Emerson as President, of Park Lake at Parsons Condominium Association, Inc., 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.

  
\_\_\_\_\_  
**Notary Public  
Commission Expires:**

**(SEAL)**



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

**1. 19(f) OF THE DECLARATION OF CONDOMINIUM is added to read as follows:**

(f) Association as Attorney-in-Fact.

The Association shall have the right to appoint the Association to serve as the owner's attorney-in-fact, if the owner becomes delinquent in payment of any assessments, whether monthly or special, or other sums due to the Association in excess of thirty (30) days, which shall include the right of the Association, after written notice to the owner and the tenant, to demand and receive from the tenant the entire amount of rent and other charges due under the lease for the remainder of the lease term and to deduct from such rent and other charges all assessments or other sums due to the Association, including any interest, late fees, attorney's fees and costs of collection, and to remit the balance to the owner.

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased unit are bound by and obligated to comply with the Governing Documents and that the tenant has received a copy of the Governing Documents. The Owner shall be responsible for providing a copy of the Governing Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Governing Documents by the tenant.

Each lease shall set forth the name, address, and telephone number of the Unit Owner and of the tenant and all other persons occupying the unit; the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the unit. The Association shall have the right to require a security deposit from an owner desiring to lease their unit equal to maximum amount permitted by the Florida Condominium Act, as it may be amended from time to time for security deposits. The security deposit shall be held by the Association in an escrow account for the purpose of covering any damage caused to the common elements or association property by the tenant(s) and/or their guests. Payment of interest, claims against the deposit, refunds and disputes regarding this provision shall be governed by and handled in the same fashion as provided in part II of Chapter 83 of the Florida Statutes.

There shall be no subleasing of unit at any time. Owners shall not permit their tenant to sublease at any time during the term of the lease agreement and any subleasing of a unit shall be deemed automatically void. Notwithstanding the Association's ability to take legal action for violations of its governing documents and the requirement of the non-prevailing party to pay the prevailing parties' attorney's fees and costs, the owner of the unit that is being subleased shall be liable for all attorney's fees and costs incurred by the Association in enforcing this restriction.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and

restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third-party beneficiary of all leases of units, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner, including the authority to evict tenants from a unit for continued failure to comply with any of the Association's restrictions contained within the governing documents. The Association shall provide prior notice to the owner of the unit where the Association is seeking to evict the tenant. Such notice shall notify the owner of the violation(s) and provide the owner, an opportunity to cure the violation(s) and a date by when the violation(s) are to be cured. If the violation(s) are not cured to the satisfaction of the Board of Directors by the date set forth in the notice to the owner, then the Association shall have the right to commence eviction proceedings against the tenant(s). The owner of the unit shall be liable for all attorneys' fees and costs incurred by the Association during any eviction proceeding regardless of whether or not the tenant is evicted or another alternative agreement is reached between the Association and the owner(s). Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a unit, hereby covenants and agrees with the Association and all other Owners of unit in the Community, that the Owner shall be responsible for any violation of the Governing Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased unit, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Governing Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

**2. 19(a) OF THE DECLARATION OF CONDOMINIUM is amended to read as follows:**

(a) Conveyances, Sales and Transfers.

There are no restrictions on conveyances, sales or other transfers of Condominium Units in this Condominium, except as provided herein. No unit owner may transfer ownership of his unit or any interest therein by sale without the approval of the Association. A unit owner intending to make a bona fide sale of his unit or any interest therein shall submit to the Association an Application for Sale in the form provided by the Association. The Application

for Sale shall be fully completed and signed by the unit owner and the intended purchaser. The Application shall include the names and addresses of the intended purchaser and all other intended permanent residents of the unit and such other information concerning the intended purchaser and permanent residents as the Association may reasonably require. The Application shall be accompanied by an executed copy of the contract for sale and payment of the application or transfer fee in the amount determined by the Association. The Association shall also have the right to require a personal interview with the intended purchaser. Within in fifteen (15) days after receipt of the completed and signed Application for Sale along with an executed copy of the contract for sale, any other required information by the Association and the application or transfer fee, the Board of Directors of the Association shall either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the President, Vice-President or managing agent of the Association in recordable form, which shall be delivered to the lot owner (seller) and recorded in the Public Records of Hillsborough County, Florida. If the Association shall disapprove a transfer of ownership of a unit for good cause, the proposed transfer shall not occur and any transfer made in contravention of the denial by the Association shall be void as a matter of law.

**3. 4 and 4(f) OF THE BYLAWS are amended to read as follows:**

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act, as it may be amended from time to time, regarding the emergency powers of an association:

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f. At the option of the Association, the Association may, in the interest of the health, safety and welfare of the members of the Association and its vendors, limit the physical presence at any meeting, allow any meeting to be held by remote means, including the use of conference call, internet or video conferencing technology, limit access to certain portions of the condominium property, adopt rules and regulations to protect the health, safety and welfare of residents of the condominium, and require any person to comply with sanitization, health and safety measures to access any portion of the condominium property or attend any meeting of the Association or the membership.