



Pat Frank
 Clerk of the Circuit Court
 Brandon Regional Service
 Center
 311 Pauls Drive
 Brandon, FL 33511
 (813) 276-8100



Print Date:
 3/3/2015 8:43:16 AM

Hillsborough County Transaction
 #: 2196514
 Receipt #: 2137128
 Cashier Date: 3/3/2015 8:43:16 AM
 (CLEWIS)

Customer Information	Transaction Information	Payment Summary
0 DANIEL DRAKE PA	Date Received: 03/03/2015 Source Code: Brandon Q Code: Walk In Return Code: Over The Counter Trans Type: Recording Agent Ref Num:	Total Fees \$35.50 Total Payments \$35.50

1 Payments
CHECK 61368 \$35.50

1 Recorded Items
(MOD) MODIFICATION BK/PG: 23118/1066 CFN:2015080130 Date: 3/3/2015 8:43:08 AM From: PARK LAKE AT PARSON CONDO ASSOC To:
Recording @ 1st=\$10Add'l=\$8.50 ea. 4 \$35.50
Indexing @ 1st 4 Names Free Add'l=\$1 ea. 2 \$0.00
Mortgage Doc Stamps @ \$0.35 per \$100 0 \$0.00
Intangible Tax @ \$2 per \$1000 0 \$0.00

0 Search Items

0 Miscellaneous Items

**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 a meeting held December 11, 2014.

IN WITNESS WHEREOF, we have affixed our hands on this 24th day of February, 2015, at Brandon, Hillsborough County, Florida.

WITNESSES:

Tara Fowke
PRINTED NAME: TARA FOWKE

Janice Powell
PRINTED NAME: JANICE POWELL

**PARK LAKE AT PARSONS
CONDOMINIUM ASSOCIATION**

BY: Gerald R. Westbrook
Signature

GERALD R. WESTBROCK
Printed name and title

**STATE OF FLORIDA
COUNTY OF HILLSBOROUGH**

The foregoing was acknowledged before me this 24th day of February, 2015, by Gerald R. Westbrook, as 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 personally known to me or who produced identification of: FL drivers license, and who did/did not take an oath.

[Signature]

(SEAL)



**Notary Public
Commission Expires:**

INSTRUMENT#: 2015080130, O BK 23118
PG 1066-1069 03/03/2015 at 08:43:08 AM,
DEPUTY CLERK: CLEWIS Pat Frank, Clerk of
the Circuit Court Hillsborough County

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

1. 12.(a) AMENDMENT OF DECLARATION is amended to read as follows:

(a) These Declarations may be amended by affirmative vote of fifty-one percent (51%) of the Unit Owners of the Association present or represented by written proxy at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels, or any other recorded lien upon a Unit Owner. However, if such amendment is only for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the condominium form of Unit Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty one percent (51%) of the Unit Owners of the Association present or represented by written proxy in accordance with the Bylaws; provided, however, that the property rights of the Unit Owners are not materially and/or adversely affected by such amendment. Any amendments to the Declarations made pursuant to this Section shall be promptly recorded in the Public Records of Hillsborough County, Florida. The foregoing fifty-one percent (51%) voting requirement shall not apply to any provision of the Declarations that specifically sets forth a higher or lower vote of the Unit Owners to affect an amendment of such Declaration.

2. 14(f) ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION is amended to read as follows:

(f) Regarding any assessment, regular or special, that is not paid within ten (10) days of the due date thereof, the Association shall be entitled to collect (i) interest at a rate determined by the Association, which shall not exceed the highest rate allowed by law and shall accrue from the due date until the date of payment, plus (ii) an administrative late fee of \$25.00 for each such delinquent payment. These charges are in addition to any lien rights the Association may have under subsection (e) above.

3. 19(b) MAINTENANCE OF COMMUNITY INTEREST is amended to read as follows:

- (b) Leasing Restrictions.

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(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 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. 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. 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. 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 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.