

PINELLAS COUNTY FLA.
INST # 89-316619

CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
THE OAKS OF SEMINOLE, A CONDOMINIUM

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WE, THE UNDERSIGNED, being the Officers of THE OAKS OF SEMINOLE CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, do hereby certify that the Resolution and Amendment which is attached hereto, marked Exhibit "A", and expressly made a part hereof, is a true and exact copy of a Resolution adopted by more than two-thirds of the votes of the Board of Directors and by more than two-thirds of the votes of the Units represented at a duly called meeting, pursuant to Paragraph 29.01 of the Declaration of Condominium of THE OAKS OF SEMINOLE, A CONDOMINIUM.

BY THIS CERTIFICATE, the Declaration of Condominium and other condominium documents recorded in Official Record Book 6525, Page 1719, as Clerk's Instrument No. 87161526, and according to the plat thereof as recorded in Condominium Plat Book 96, Pages 44 through 46, inclusive, Public Records of Pinellas County, Florida, are hereby amended as contained in said Exhibit "A".

IN WITNESS WHEREOF, we have hereunto set our hands and the corporate seal this 17th day of December, A.D. 1989.

THE OAKS OF SEMINOLE CONDOMINIUM
ASSOCIATION, INC., A Florida
Corporation Not For Profit

Witnesses:

Jean K. White
Mary W. Stock

By: Clarence Tubergen
President
Attest: Ellen Horst
Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF PINELLAS) ss.

I HEREBY CERTIFY, that on this day personally appeared before me CLARENCE TUBERGEN and ELLEN HORST, as President and Secretary, respectively, of THE OAKS OF SEMINOLE CONDOMINIUM ASSOCIATION, INC., A Florida Corporation Not For Profit, to me known to be the persons described in and who executed the foregoing instrument and who acknowledged the execution thereof as such officers on behalf of said corporation.

17th IN WITNESS WHEREOF, I have set my hand and seal this day of December, A.D. 1989.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 15, 1992
BONDED THRU GENERAL INS. UND.

Notary Public

KARLEEN F. DEBLAKER, CLERK
DEC 20, 1989 2:39PM

✓ RETURN TO: LAW OFFICES OF
ALLISON AND HEISTAND, P.A.
221 - 2nd AVE. N., P.O. BOX 120, ST. PETERSBURG, FLORIDA 33731
(813) 822-4745

The Condominium Plats pertaining thereto are recorded in
Condominium Plat Book 96, Pages 44 through 46, inclusive.

RESOLUTIONS AND AMENDMENTS

AMENDMENT NUMBER 1:

RESOLVED, that Subsection 18.04 of the Declaration of Condominium of THE OAKS OF SEMINOLE, A CONDOMINIUM, shall be amended as follows:

18.04 All Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the maximum contract rate of interest permitted by Florida law. In addition, for any Assessments and installments not paid on or before ten (10) days from the date when due, the Association shall ~~have-the-right-and-power-to~~ levy late-charges a late charge in the sum of \$15.00. against-the-Unit-Owner-in-such-amounts-as ~~determined-by-the-Association-from-time-to-time.~~ Notwithstanding the above, the Association may waive payment of interest, or late charges, or acceleration or any of these on determination that said waiver is in its best interest. Any late charges assessed shall not exceed the sum of \$50.00 and shall not become a lien against the Unit. In addition, the provisions of Article XVI of the Bylaws regarding notice and hearing shall apply to the assessment of late charges.

AMENDMENT NUMBER 2:

RESOLVED, that Subsection 20.06 of the Declaration of Condominium of THE OAKS OF SEMINOLE, A CONDOMINIUM, shall be amended as follows:

20.06 The Association shall have the right to require that a substantially uniform form of lease, or sub-lease, be used or, in the alternative, Board approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, an entire Unit may be rented provided the occupancy is only by the lessee, his family, servants and guests. A single "family" shall be defined herein as that collective body of persons living together including a father, mother, children, and immediate blood relatives dependent upon the head of the household for support. Any person occupying a Unit over thirty (30) days, with or without a lease, either as a guest or for any other reason, must be approved. No individual rooms may be rented. If any Unit Owner violates this Section, the Association shall be permitted to take every legal remedy available to prevent such violation and the Unit Owner in violation of this Section shall pay all costs and attorney's fees that the Association may incur as a result of this litigation, including services rendered in any appellate action. All tenants will be required to abide by this Declaration, the bylaws of the Association, and the Rules and Regulations of the Association.

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EXHIBIT "A"
PAGE ONE

TOTAL: \$15.00
CHECK AMT. TENDERED: \$15.00
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AMENDMENT NUMBER 3:

RESOLVED, that Subsection 20.11 shall be added to the Declaration of Condominium of THE OAKS OF SEMINOLE, A CONDOMINIUM, and shall read as follows:

20.11 Notwithstanding any provisions to the contrary in this Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws of the Association, or any Rule or Regulation promulgated hereunder, as of January 1, 1991, the owner of a Unit shall occupy and use such Unit as a private dwelling for himself or herself and his or her family, and for no other purpose. Therefore, the leasing of any Unit to others for business, speculative, investment, or for any other purpose shall not be permitted as of such date. No tenancy shall be permitted to extend beyond December 31, 1990, unless a lease ending beyond such date is in existence and has been approved by the Board of Directors prior to the adoption of this Amendment. In order to avoid undue hardship or practical difficulties to Unit Owners and to meet special situations, the Board of Directors may grant permission to a Unit Owner to lease such Unit to a specified lessee for a period of not less than six (6) consecutive months nor more than twelve (12) consecutive months, provided only one such exception and exemption shall be granted with respect to any one Unit.

AMENDMENT NUMBER 4:

RESOLVED, that Subsection 20.02 of the Declaration of Condominium of THE OAKS OF SEMINOLE, A CONDOMINIUM, shall be amended as follows:

20.02 Should a Unit Owner wish to sell, transfer, lease or rent his Unit, he shall, before accepting any such offer, deliver to the Board a written notice containing the name and address of the person to whom the proposed sale, lease or transfer is to be made and such other reasonable information requested within five (5) days from receipt of such notice by the Board. Notwithstanding any provisions to the contrary in this Declaration of Condominium, the Articles of the Association, the By-Laws of the Association, or any rule or regulation promulgated hereunder, no Unit may be leased for a term of less than one (1) year, and no Unit may be leased more than one (1) time in any calendar year.

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