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MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

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Lazy Oaks Condominium Assoc., Inc.
Attn.: Ali Marefat, Vice President
Post Office Box 76
Goldenrod, FL 32733

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THE FOLLOWING ARE THE AMENDMENTS TO
THE DECLARATION OF CONDOMINIUM,
ARTICLES OF INCORPORATION AND
BYLAWS OF

LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

These amandments were approved by the
Unit Owners on March 4, 1997.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION AND BYLAWS OF
LAZY OAKS CONDOMINIUM

(WORDS UNDERLINED ARE BEING ADDED AND WORDS STRUCKTHROUGH ARE BEING DELETED)

NOTE: These amendments are in addition to any others that are now or will be recorded for Lazy Oaks Condominium's declaration of condominium, Articles of Incorporation and Bylaws as originally recorded in Book # 1350 and Page # 849 in the Public Records in Seminole County, Florida. These amendments are not intended and in no way should be construed to rerecord or resubmit the effected property to condominium ownership. The amendments are merely intended to revise the present language. Text that is neither underlined or struckthrough is the present language and is in force and will remain as is.

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1. Amendment to Section 5.6 of the Declaration of Condominium to read as follows:

5.6 Limited Common Elements. The covered carports, and patios and ~~grass areas~~ as shown on Exhibit B, are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Day to day upkeep of each covered carport, patio and grass area shall be the exclusive responsibility of the unit owner or owners to which that covered carport, patio or grass area shall be appurtenant. The maintenance and repair of the same shall be as with all other common elements.

2. Amendment to Section 7.1 of the Declaration of Condominium to read as follows:

7.1 Easements for the benefit of Unit owners. Owners and lessees of Units in the Condominium and the members of their families and servants residing in said Units and the guests and invitees of the foregoing shall be entitled:

- (A) to use all driveways on the common elements for vehicular traffic and parking;
- (B) to use all walkways on the common elements for pedestrian ingress to and egress from the Units from and to the public way and from and to other portions of the condominium property; and
- (C) to use the balance of the common elements for the purposes for which the same were designed and intended;

provided, however, that the use thereof shall be non-exclusive and shall be subject to reasonable rules and regulations of the Association, including the right to limit or prohibit the use thereof for failure to comply with the Act, Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and all terms hereof, and further

provided, however, that the limited common elements shall be appurtenant to individual units as described herein. In addition each Unit shall, upon paying charges for utility services imposed by those companies and entities providing such services be entitled to utility services from time to time provided over utility easements serving such Unit.

3. Amendment to Section 9.2 of the Declaration of Condominium to read as follows:

9.2 Common Surplus. Each Unit owner shall own the common surplus of the condominium in the share as shown on Exhibit C attached hereto. The term "common surplus" shall mean the excess of all receipts of the Association (including but not limited to, assessments, rents, profits and revenues) received on account of the common elements or received with respect to the condominium property of the Condominium (including assessments which include the share of the Association's operating expenses apportioned to said property), over the common expenses of the Condominium. At the Board of Director's discretion, surplus funds shall either be applied as a credit toward future assessments or may be returned to the unit owners.

4. Amendment to Section 10.5 of the Declaration of Condominium to read as follows:

10.5 Voting Rights. Each owner of a condominium unit shall be a member of the Association and each Unit in the Condominium shall carry with it a single voting membership in the Association which membership shall carry with it the right to vote on matters upon which the member-unit owners shall be entitled to vote. If a single Unit shall be owned of record by more than one person, a proxy or other voting instrument may be signed by any of the owners. For a Unit that is owned by a corporation, partnership or other entity, the officers or partners of such an entity a majority in interest of such record owners shall sign and deliver to the Association a written designation setting forth the name and address of the one of them who shall be designated as their proxy for purposes of casting the vote appurtenant to such Unit. The rights of members to vote and control the Association are subject to the limitations set forth in the provisions hereof and of the Articles of Incorporation and By-Laws ~~relating to control of the Association by the Developer.~~ The Association shall not be entitled to vote with respect to any unit it may own, but may count such unit(s) in order to establish a quorum.

Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

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5. Amendment to Section 11.2 of the Declaration of Condominium to read as follows:

11.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any regular or special meeting of the unit owners at which a proposed amendment is to be considered. Such notice, along with a copy of the proposed amendment(s) must be mailed or delivered to every unit owner not less than fourteen (14) days prior to the meeting at which such amendment(s) will be considered. ~~Notice shall be given in the form and manner as provided for in the By-Laws for such meetings.~~

6. Amendment to Section 11.4 of the Declaration of Condominium to read as follows:

11.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group or Units, unless Unit owners so affected shall consent; and no amendment shall change the configuration or size of any Unit nor the share in the common elements appurtenant to it, nor change the owner's share of the common expenses or common surplus unless the record owners of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment and unless the record owners of all other units and all other holders of first mortgages approve the amendment. ~~No amendment shall make any change in Article XIII entitled "Insurance" nor in Article XIV entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment which impairs the rights of the Developer shall be permitted unless the Developer consents thereto in writing. Further, no amendment which impairs the rights of a Mortgage holder shall be permitted unless the Mortgage holder consents thereto in writing.~~

7. Amendment to Section 11.5 of the Declaration of Condominium to read as follows:

11.5 Execution and recording. Except as otherwise provided for in the Declaration, or the Act, a copy of each approved amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall include the recording data identifying the declaration, which shall include the book and page number of the original declaration, and shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective only when such certificate and copy of the amendment are recorded in the Public Records of Seminole County, Florida.

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8. Amendment to Section 11.7 of the Declaration of Condominium to read as follows:

11.7 Voting Secret ballot. Any vote to amend the declaration of condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by limited proxy secret ballot.

9. Amendment to Section 12.2 of the Declaration of Condominium to read as follows:

12.2 Maintenance and Repair of Units. The owner of each Unit must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Unit which, if omitted, would adversely affect the condominium, the other Unit owners or the Association and its members. In the interest of protecting every unit and the common areas, the Association, at its sole discretion, may perform any maintenance or repair work that is the owner's responsibility where said owner has failed, upon written notification from the Association, to perform such maintenance or repair. The Association may charge the costs associated with such repair or maintenance against the unit as a special assessment and may collect such special assessment as permitted by the Condominium Act or this declaration. The owner of each Unit shall be responsible for any damages caused by a failure to so maintain such Unit. Notwithstanding anything contained in this Declaration, the owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, and all air conditioning and heating equipment, stoves, refrigerators, fans, and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his Unit and which may now or hereafter be situated in his Unit. The owner of each Unit shall further be responsible and liable for maintenance, repair and replacement of any and all finished interior surfaces of wall, ceilings and floors in such Unit, the first layer of sheet rock or other substitute wall surface, decorations, furnishings, and all other fixtures and accessories within such Unit. The Association shall be responsible for insect and pest control within each unit and the common areas. Each unit owner hereby grants to the Association and the Associations' designee the right to enter into each unit during normal business hours for this purpose. Wherever the maintenance, repair and replacement of any item, for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association, or Insurance Trustee, hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. There is, or may be, appurtenant to a Unit air

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conditioning equipment serving such Unit which may be located upon the common elements. The owner of such Unit shall keep such air conditioning equipment in good repair and working order and an easement is hereby granted in favor of each such unit for the purpose of maintenance, repair or replacement of the said air conditioning equipment. Each owner shall also be responsible to maintain and repair at his own expense exterior lights and fixtures for which the operation of is billed directly to the unit owner, and the same shall apply to any items relating to the providing of water, power and sewer services to an individual unit.

10. Amendment to Section 12.5 of the Declaration of Condominium to read as follows:

12.5 Owners Alterations. In order to preserve the architectural appearance of the condominium as the same was originally designed and constructed, no Unit owner shall change, modify or alter the common elements or limited common elements in any way or manner whatsoever. Without intending to limit the generality of the foregoing, no Unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any Unit owner change the design or color of any exterior lights; nor shall he install, erect or attach to any part of the exterior or roof of any Unit any sort of radio or television aerial (whether for sending or receiving); nor shall any owner erect or constitute any original construction; provided, however, that if the Board of Directors of the Association finds that it is not detrimental to the interest of the Association and its members, it may authorize a Unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; (d) the contract provides for a performance and payment bond in the full amount thereof. In accordance with Rule 207 of the Telecommunications Act, as amended in 1996, the Association will permit the installation of some satellite dishes and antennas. Such installation must be done in accordance with the rules and regulations adopted by the Board of Directors.

11. Amendment to Section 12.6 of the Declaration of Condominium to read as follows:

12.6 Maintenance and Management Agreement. The Association may at any time enter into such management or maintenance agreements as may be necessary or desirable for the administration, operation, and maintenance of the condominium. Any agreement for such management and/or maintenance shall be entered into pursuant to a resolution duly adopted by the Association's Board of Directors, which resolution shall call for the contract to contain as a minimum, all provisions as are from time to time called for by the Act and further a provision that any management agreement shall be for a term not to exceed one year, renewable by agreement of the parties for successive one year periods with the right of the Association to terminate

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the same for cause upon 30 days' written notice thereof. Notwithstanding any assignment of the Association's right to enforce payment of assessments, the Association shall at all times retain the right to enforce the payment of assessments as it may be necessary from time to time to collect the same. In the event said Association shall enter into a management agreement, said agreement may provide that the manager and its designees may exercise any or all the powers and be responsible for the performance of any or all the duties of the officers of the Association unless prohibited by the Act, the Articles of Incorporation, the By-laws, or this Declaration. The manager shall be bonded in such an amount as the Board of Directors of the Association shall reasonably require. While, not being an absolute requirement, the intent of this document is that, due to the complexity of operating condominium, a professional manager or managing team be hired to assist the Association in the operation of the condominium. ~~As long as the Developer has control of the Association, the VA and/or the FHA must approve any management agreement entered into by the Association.~~

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12. Amendment to Section 13.1 of the Declaration of Condominium to read as follows:

13.1 Insurance, Generally. The insurance, other than title insurance, that shall be carried upon the condominium and association property and the property of the Unit owners shall be governed by the provisions set forth in the following sections.

13. Amendment to Section 13.2 of the Declaration of Condominium to read as follows:

13.2 Authority to Purchase; Named Insured. All insurance policies upon the condominium and association property (except as provided below) shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below or its successor trustee, when and as provided below and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners shall obtain coverage at their own expense upon their personal property, unit and for their personal liability and living expense.

14. Amendment to Section 13.3 of the Declaration of Condominium to read as follows:

13.3 Coverage

(A) Hazard and Flood. All buildings and improvements upon the condominium property (including the portion thereof included within the Units other than Unit

owner's personal items) and the improvements included in the common elements shall be insured against hazard casualty (other than flood) in an amount equal to the maximum insurable replacement value thereof (including the value of excavations and foundations) and all personal property owned by the Association located upon the common elements shall be insured against casualty for the fair market value or replacement value thereof, all as determined annually by the Board of Directors of the Association. Hazard coverage shall afford protection against:

(1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

(2) such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the building and improvements to be insured, including, but not limited to, vandalism and malicious mischief; and

(3) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as they existed at the time the unit was initially conveyed if the original plans and specifications are not available. For all policies the word "building" does not include unit floor coverings, wall coverings, or ceiling coverings and does not include those items that are within a unit or items that are to be maintained by the unit owner. Specifically excluded from the association's policy are electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets. With respect to the coverage provided for by this paragraph, the unit owner shall be considered additional insureds under the policy.

In addition to the aforesaid hazard insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable through the federal flood pool, if required, and may purchase said insurance if the Board of Directors shall determine such insurance is in the best interest of the Association. The said hazard insurance and flood insurance, if any, shall meet the following requirements:

(a) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or better by Best's Insurance Reports;

(b) All policies shall provide that the amount which the Association, individually and as agent for the Unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any Unit owner at his own expense to provide coverage for improvements and betterments, personal property and living expenses.

(c) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of said Association, the unit owners and their mortgagees, as their interest may appear;

(d) Each policy must include a schedule of the units, the names of the Unit

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owners, and their mortgagees, if any (provided, however, that it shall be the duty of each Unit owner and mortgagee to advise the Association of his or its interest in such unit in order that such Unit owner or mortgagee may derive the protection intended to be afforded by this requirement); and

(e) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees (named in mortgagee endorsements) thirty (30) days prior written notice thereof.

(B) Liability. Including but not limited to owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner, in such amounts and with such coverage as shall be determined annually by the Board of Directors of the Association, provided that said liability insurance shall always be maintained in the minimum amount of One Million (\$1,000,000) Dollars.

(C) Worker's compensation. Policy to meet the requirements of law.

(D) Fidelity Bonds. The Association shall obtain, maintain and bear all costs for adequate fidelity bonding of all persons (which at a minimum shall include persons authorized to sign checks and the president, secretary and treasurer) who control or disburse funds of the association. If the association's annual gross receipts do not exceed \$100,000, the bond shall be in the principal sum of not less than \$10,000 for each such person. If the association's annual gross receipts exceed \$100,000 but are less than \$300,000, the bond shall be in the principle sum of not less than \$30,000 for each such person. If the association's annual gross receipts exceed \$300,000, the bond shall in the principle sum of not less than \$50,000 for each such person.

(E) The association may obtain Directors and Officers liability insurance and the association shall bear the cost for such policy.

(F) Other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

15. Amendment to Section 16.4 of the Declaration of Condominium to read as follows:

16.4 Lien. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the common elements and common surplus which lien shall secure and does secure the monies due for assessments and installments thereof now or hereafter levied against the owner of each Unit; such lien shall also secure (i) interest, if any, which may be due on the amount of any delinquent assessments owing to Association, (ii) all administrative late fees, costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Unit and its appurtenant undivided interest in the common elements and limited common elements; and (iii) such advances and

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interest thereon at ten percent (10%) for taxes, and payments on account of mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Except as otherwise hereinafter provided, all persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon are hereby placed on notice of the lien granted to the Association, and shall acquire such interest in any Unit expressly subject to such lien. Said lien shall be perfected, enforced and released, as follows:

(A) Perfecting. In the event an assessment or installment thereof shall not have been paid in full together with all accrued interest thereon and administrative late fees within thirty (30) days following the date on which it became due and payable, said may be perfected and shall be effective from and after the time of recording, in the Public Records of Seminole County, Florida, of a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the name and address of the association, the amount payable and the date when the same became payable. ~~The lien shall continue in effect until all sums are secured by said claim of lien have been paid in full.~~ No such lien shall be effective longer than 1 year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced. The 1 year period shall automatically be extended for any length of time during which the association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the unit owner or any other person claiming an interest in the unit. The claim of lien shall secure all unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, include only assessments which have become due when the claim of lien is recorded, plus interest, administrative late fees, costs and attorney's fees incurred for the collection process, and advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Nothing contained herein shall prohibit the association from accelerating the assessments due on a unit and including such assessments in the lien amount. Such claim of lien shall be signed and verified by an officer or authorized agent of the Association.

(B) Enforcement. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. In the event any legal proceedings are instituted to foreclose such a lien, the Association upon bringing such suit shall be entitled as a matter of right to the appointment of a receiver, who shall be entitled to immediately take possession of said Unit under the supervision of the Court conducting the foreclosure proceeding, and if the defaulting owner continues to occupy said Unit, said owner shall pay a reasonable rental for the Unit for the benefit of the Association. The Association may bid on the Unit at foreclosure sale and acquire, lease, mortgage or convey the same, ~~subject to the limitations respecting capital expenditures contained in the By-laws.~~ The Association may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien.

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(C) Release. Upon full payment of all sums secured by such claim of lien, the Association shall deliver a recordable satisfaction of lien to the party making such payment.

(D) Priority. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

16. Amendment to Section 16.5 of the Declaration of Condominium to read as follows:

16.5 Title Acquired by Foreclosure. In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in common elements by virtue of any foreclosure, judicial sale or by conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall have been made and become accrued against said Unit and its appurtenant undivided interest in common elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were made and accrued prior to the time it acquired such title, except as provided in subsection (1). In the event of the acquisition of title to a Unit by foreclosure, judicial sale or by conveyance in lieu thereof, any assessment or assessments that were delinquent and uncollected for a unit so conveyed as to which the party so acquiring title shall not be liable shall be deemed to be a common expense thereafter and shall be assessed assessments against owners of all Units including the said acquired Unit. Nothing herein contained shall be construed as releasing the party initially liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than lien and foreclosure.

(1) (a) The liability of a first mortgagee or its successors or assigns who acquire title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that become due prior to the mortgagee's acquisition of title is limited to the lesser of:

1. The unit's unpaid common expenses and regular periodic assessments which accrued or came due during the 6 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or

2. One percent of the original mortgage debt. The provisions of this paragraph shall not apply to unless the first mortgagee joined the association as a defendant in the foreclosure action. Joinder of the association is not required if, on the date the complaint is filed, the association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discovered by the mortgagee.

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(b) Notwithstanding the provisions of paragraph (a), a first mortgagee or its successor or assignees who acquire title to a condominium unit as a result of the foreclosure of the mortgage or by deed in lieu of foreclosure of the mortgage shall be exempt from liability for all unpaid assessments attributable to the parcel or chargeable to the previous owner which came due prior to acquisition of title if the first mortgage was recorded prior to April 1, 1992.

17. Amendment to Section 16.6 of the Declaration of Condominium to read as follows:

16.6 Title Acquired by Voluntary Conveyance. In a conveyance other than a conveyance obtained through foreclosure or a conveyance in lieu of foreclosure, the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid assessments applicable to the unit theretofore made and accrued, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by the Board of Directors of the Association regarding assessments against such Unit which theretofore have been made and have accrued and the amount thereof which remains unpaid; the Association and the Unit owners shall be bound thereby. Upon ~~ten (10)~~ fifteen 15 days written request, by the a Unit owner, purchaser or mortgagee, the Board of Directors of the Association shall issue such a written statement, signed by an officer or agent of the association, setting forth the current status of assessments and any other moneys owed to the association pertaining to such owner's Unit. The person acquiring title shall pay the amount owed to the association within 30 days after transfer of title. Failure to pay the full amount when due shall entitle the association to record a claim of lien against the parcel and proceed in the same manner as provided for the collection of unpaid assessments.

18. Amendment to delete in its entirety Section 16.7 of the Declaration of Condominium as follows:

~~16.7 While the Developer owns any units in this Condominium, the following conditions shall apply:~~

~~— (a) The Developer will pay its proportionate share of the regular or special assessments which are levied by the Association for each unit he owns at the time of such assessment, but at no time will such amount due from the Developer represent less than twenty-five percent (25%) of the assessment for each unit regardless of when the unit is sold.~~

~~— (b) The Developer will pay all regular and special assessments, whether on a yearly or monthly basis, at the date such assessments, whether on a yearly or monthly basis, at the date such assessments are due.~~

~~— (c) The Developer will guarantee the budget and will furnish the VA with an~~

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~~escrow letter from an escrow agent acceptable to the amount equal to the anticipated costs of two months assessments for each unit.~~

19. Amendment to Section 17.7 of the Declaration of Condominium to read as follows:

17.7 Leasing. No unit owners shall be permitted to lease his unit for transient or hotel purposes. No rooms may be rented separately from the Unit, except that an owner occupying the Unit may rent a bedroom or portion thereof to a related or unrelated roommate for periods of not less than three (3) months ~~thirty consecutive days~~. Entire Units may be leased for periods of not less than three (3) months ~~thirty consecutive days~~. Units which are leased may be occupied by the lessee subject to the occupying restrictions set forth in Section 17.2. ~~All leases for a term or over one (1) year must be approved by the Association pursuant to Article XVII hereof.~~ All leases must be in writing and must provide that the leasehold interest is subject in all respects to the provisions of the Act, Declaration, Articles of Incorporation and By-Laws and that failure by the Lessee to comply with the terms of such documents shall be a default under the Lease. ~~This section shall not apply to those parties and those circumstances defined in Section 18.1 (G).~~

(a) All leases shall be deemed to include a covenant by the intended lessee(s) to abide by all the terms and conditions of this Declaration, the Articles, Bylaws and rules and regulations of the association, as same may be amended. If a lessee fails to abide by all the covenants and rules contained in the governing documents, the Unit Owner must promptly act to terminate the lease and evict the lessee. If the Unit Owner fails to do so, the Association is and shall be empowered to act as agent and attorney-in-fact for the Unit Owner to terminate the lease and evict the lessee. The Unit Owner shall be liable for all costs and reasonable attorney's fees incurred in connection with the lease termination and eviction of the lessee.

20. Amendment to delete in its entirety Section 17.9 of the Declaration of Condominium as follows:

~~17.9 Developer Exception. Anything contained in the foregoing sections of this Article notwithstanding, until Developer has closed the sales of all of the Units of the condominium property shall interfere with Developer's completions of improvements and the sale of Units. The Developer may make such use of the unsold Units and the common elements (other than limited common elements appurtenant to sold Units) as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the displaying of signs.~~

21. Amendment to Section 18 of the Declaration of Condominium to read as follows.

A unit owner may lease his or her unit to a third party or parties, subject to the occupancy restrictions set forth in Article XVII.

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Such leases must have term of at least three (3) months thirty (30) days. The Lessee shall take possession subject to the applicable provisions of the Declaration and the by-laws, and, any lease of a unit must incorporate such restrictions.

22. Amendment to substantially reword Section 21.1 of the Declaration of Condominium to read as follows. See provision 21.1 for present text.

21.1 Developer or Subsequent Developer. Any person meeting the definition of developer or subsequent developer as defined by the Condominium Act, as same may be amended from time to time, shall have the same rights and responsibilities as any other unit owner. No developer shall be exempt from or be given rights or obligations that do not apply to all unit owners. Any amendment to grant such right or obligations must be approved by 100% of all the unit owners in the association. No developer, whether creating or subsequent, its parent and subsidiary corporations, successors or assignees shall be released from his present or future obligations or responsibilities as required by the Condominium Act, this declaration, articles of incorporation, bylaws or governing laws.

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23. Amendment to Section 22.1 of the Declaration of Condominium to read as follows:

22.1 Notice. Whenever notice is required under the terms of this Declaration, such shall be given in writing to the Association, to the Unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by depositing with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

- ASSOCIATION As the Association's address appears on record at the office of the Secretary of the State of Florida.
- UNIT OWNER As the Address of the Unit owner appears on the books of the Association.
- MORTGAGEE As the address of the mortgagee appears on the books of the Association.

Notice served on the Secretary of the Association in the aforesaid manner shall constitute to the Association. ~~Until the election of the officers of the Association, Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice as hereinbefore provided. Notice to Developer shall be as aforesaid and addressed as follows:~~

~~Lazy Oaks, Ltd.
P.O. Box 322
Altamonte Springs, FL 32701~~

~~or to such other address as Developer shall, in writing, advise the person giving such notice to utilize for such purpose.~~

24. Amendment to delete in its entirety Article XXIII of the Declaration of Condominium as follows:

ARTICLE XXIII

~~As long as the Developer is in control of the Association, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution and amendment of the document.~~

25. Amendment to the opening of the Articles of Incorporation to read as follows:

~~The undersigned by these Articles are associate themselves for the purposes of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:~~

26. Amendment to Article III subsection 7 of the Articles of Incorporation to read as follows:

~~7. (Vacant) To approve or disapprove the transfer, mortgage, lease and ownership of Units as provided by the Declaration of Condominium and the By-Laws of the Association.~~

27. Amendment to Article V subsection A of the Articles of Incorporation to read as follows:

~~A. The affairs and property of the Association shall be administered by a board consisting of the number of directors fixed by the By-Laws, but not less than five (5) or more than seven (7) three (3) directors. The directors appointed by the Developer need not be members of the Association. All other Directors shall be members.~~

28. Amendment to delete Article V subsection D in its entirety of the Articles of Incorporation as follows:

~~D. 1. Except as otherwise herein provided, until such time as the Developer shall have sold and titled out 15% of all Units that will be ultimately operated by the Association (hereinafter "all units") the Board of Directors of the Association shall consist of the present Board of Directors consisting of three persons named in Article V, Section D of these Articles of Incorporation, subject to the Developer's right to remove and replace one or more thereof.~~

~~2. When Unit owners other than the Developer own 15% or more of all Units that will be operated ultimately by the Association, the Unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the~~

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~~Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three years after sales by the Developer have been closed of 50% of all units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of 90% of all Units that will be operated ultimately by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, or, when some of the Units have been sold to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) of all Units. Notwithstanding the foregoing, the Developer may voluntarily relinquish control of the Association at an earlier date by filing written notice of such act with the Secretary of the Association.~~

~~3. Within 60 days after the Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association shall call, and give not less than 30 days' or more than 40 days' notice of, a meeting of the Unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any Unit owner if the Association fails to do so.~~

~~4. Prior to, or not more than 60 days after, the time that Unit owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit owners and of the Association hold or controlled by the Developer.~~

~~5. Whenever Developer shall be entitled to designate any person or persons to serve on the Board of Directors of the Association such designation shall be made in writing, and Developer shall have the right to remove any person or persons to act and serve in the place of any director or directors so removed. Written instruments so designating or removing directors shall be executed by or in behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.~~

~~D. The name and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:~~

~~Mr. Stephen C. Kuhl
1565 Hobson Street
Longwood, Florida 32750~~

~~Mrs. Carolyn E. Kuhl
1565 Hobson Street~~

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Longwood, Florida 32750

Mr. Jeffrey E. Brinkman
8688 Palos Verde
Orlando, Florida 32817

29. Amendment to Article VI of the Articles of Incorporation to read as follows:

The affairs of the Association shall be managed by the officers designated in the By-Laws. No member, except as an officer of the Association, shall have any authority to act for the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and they shall serve at the pleasure of the Board of Directors. ~~The names and addresses of the officers who shall serve initially until their successors are designated by the Board of Directors are as follows:~~

~~Mr. Stephen C. Kuhl, President
1565 Hobson Street
Longwood, Florida 32750~~

~~Mrs. Carolyn Z. Kuhl, Vice-President and Treasurer
1565 Hobson Street
Longwood, Florida 32750~~

~~Mr. Jeffrey E. Brinkman, Secretary
8688 Palos Verde
Orlando, Florida 32817~~

30. Amendment to Article XI of the Articles of Incorporation to read as follows:

Registered Agent

~~The street address of the initial registered office of this Association is 5161 Lazy Oaks Drive, Goldenrod, Florida and the name of the initial and the registered agent of this Association shall be determined by the Board of Directors and named in the association's annual corporate report at that address is Mr. Stephen C. Kuhl.~~

31. Amendment to delete Article XII in its entirety of the Articles of Incorporation as follows:

~~ARTICLE XII:~~

~~Subscribers~~

~~The names and addresses of the subscribers to these Articles of Incorporation are as follows:~~

~~Mr. Stephen C. Kuhl
1565 Hobson Street~~

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Longwood, Florida 32750

Mrs. Carolyn Z. Kuhl
1565 Hobson Street
Longwood, Florida 32750

Mr. Jeffrey E. Brinkman
8688 Palos Verde
Orlando, Florida 32817

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32. Amendment to Section 2.4 of the Bylaws to read as follows:

2.4. Notice of any association meeting, whether board or membership, of members stating shall state the day, the time and place of the meeting. Such notice shall also include an agenda, as determined by the Board of Directors. and the objects for which the meeting is called shall be given by the Board of Directors. On the date the notice is mailed or delivered, a A copy of the notice shall be posted at a conspicuous place on the condominium property, and a For meetings of the membership, a copy of the notice shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. Notice of a meeting may be waived before or after the meeting. Unless a Unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each unit owner. For all mailed notices the post office certificate shall may be retained as proof of such mailing or an affidavit of mailing shall be completed by the person that mailed the notice. Unit owners may waive notice of specific meetings and may take action by written agreement without meeting. Notice of the Board of Directors' meeting shall be provided as described in section 3.5 of these bylaws.

33. Amendment to Section 2.5 of the Bylaws to read as follows:

2.5. A **quorum** at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater or lower number of members is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these By-laws.

34. Amendment to Section 2.6 of the Bylaws to read as follows:

2.6. Voting.

a. In any meeting of members the owner of each unit, including the Developer, shall be entitled to cast one vote for each unit he owns, except as may

be provided in the Condominium Act, the declaration of condominium, articles of incorporation or bylaws Fla. Stat., 718.112(f), (g) and 718.301(1).

b. If a Unit is owned by one person his right to vote shall be established by the roster of members, and he may sign a proxy or other instrument for his unit. If a Unit is owned by more than one person, a proxy or other voting instrument may be signed by any of the owners of such a unit or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit according to the roster of Unit owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, partnership or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation, or all the partners or owners of the entity, and filed with the Secretary of the Association. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote for a Unit may be revoked by any owner of a share in the Unit. If a certificate designating the person entitled to cast vote for a Unit is required but is not on file, the vote for that unit of the owners shall not shall be considered in determining whether a quorum is present but shall not be counted for any motions or issues that come before the membership for approval nor for any other purpose.

35. Amendment to Section 2.7 of the Bylaws to read as follows:

2.7. **Proxies.** Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it. Every proxy must specifically set forth the name of the person voting the proxy, the name of the person authorized to vote the proxy, the date the proxy was given and the date, time and place of the meeting for which the proxy is given, and if a limited proxy, it shall set forth the manner in which the vote is cast. A proxy may grant the right of substitution. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. In accordance with the Condominium Act, a limited proxy shall be utilized for any issues for which the Act specifically requires a limited proxy. In no event shall a proxy, limited or otherwise, be used or cast for the election of the board of directors. A proxy holder must be a member of the Association.

36. Amendment to Section 2.8 of the Bylaws to read as follows:

2.8. **Adjourned meetings.** If any meeting of members cannot be organized because a quorum is not obtained has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business, that might have been transacted at the meeting as originally called, may be transacted without further notice.

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37. Amendment to Section 2.9 of the Bylaws to read as follows:

~~2.9. (1) The order of business at annual members' meetings and as far as practical at other members' meetings, shall be:~~

- a. Call to order by President
- b. Election of chairman of the meeting
- c. Calling of the roll and certifying of proxies and a quorum
- d. Proof of notice of meeting or waiver of notice
- e. Reading and disposal of any unapproved minutes
- f. Reports of committees
- h. Reports of Officers Election of inspector of election
- l. Unfinished Business Determination of number of directors
- j. New Business Election of directors
- k. Owner's Comments Unfinished business
- l. Good and Welfare New business
- m. Adjournment

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(2) Shall there be an election at the annual meeting, that will supersede any other action and shall be the first order of business. The following agenda items will be added to those listed in subsection (1) above. The additional agenda items will be as follows:

- a. Collection of any outstanding ballots
- b. Certification of the outer envelopes
- c. Polls closed - Separation of outer and inner envelopes
- d. Opening and tallying of ballots

The Board may proceed with the other agenda items as the election process is being conducted.

38. Amendment to Section 2.10 of the Bylaws to read as follows:

2.10. **Minutes** of all meetings shall be kept in a book available for inspection by Unit owners or their authorized representatives and board members at any reasonable time. These minutes shall be retained for a period of not less than seven years. The minutes shall be put in writing and shall be available for inspection within 30 days after the date of the meeting for which they were taken.

39. Amendment to Section 2.11 to delete it in its entirety as follows:

~~2.11. Proviso. Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meeting of members of the Association shall have no effect unless approved by the Board of Directors.~~

40. Amendment to Section 3.1 of the Bylaws to read as follows:

~~3.1. **Membership.** The affairs of the Association shall be managed by a board of not less than three five (5) nor more than seven (7) ~~11~~ directors, the exact number to be determined at the time of election.~~

41. Amendment to Section 3.2 of the Bylaws to read as follows:

3.2. **Election of directors** shall be conducted in the following manner:

a. Election of directors shall be held at the annual members' election meeting and shall be conducted in accordance with the following procedures.

3.2.1 Not less than 60 days prior to the date of the annual meeting, the association shall provide notice by mail, personal delivery or conspicuously posted on the condominium property that there are vacancies on the Association's Board of Directors and any eligible unit owner may submit a written intent to run for a position.

3.2.2 Any eligible unit owner desiring to run for a vacant position shall file with the Association a written intention of such desire. Such person may also include an information sheet that is no larger than one side of an 8 1/2 inches by 11 inches sheet. The association shall not alter or edit the content of an information sheet, and the association is not liable for the content of the information sheets. The person submitting an information sheet shall bear all liability for the content. Should anyone desire proof of the association's receipt of an intention and/or information sheet, he may mail it by certified mail, return receipt requested, or he may request a receipt if the intention or information sheet is hand delivered to the association. Thirty (30) days prior to the date of the annual election meeting, the association cease to accept any additional intentions or information sheets.

3.2.3 If the association receives a number of intentions equal to or less than the number of vacancies available, an election is not required, and those people shall be duly elected. Should vacant positions still remain, the new Board members may appoint additional persons, but shall not be required if there are at least five (5) people seated on the Board. At the annual meeting, the names of the new board members shall be announced.

3.2.4 If the association receives more intentions than vacancies available, an election shall be conducted. To ensure the secrecy of the votes cast, the association shall employ a ballot and two envelope system. The first envelope shall be a ballot (inner) envelope into which the ballot is placed. The ballot envelope shall then be placed in an outer (return) envelope. The outer envelope shall contain a space in the upper left hand corner for the unit owner to sign and to indicate his unit. All ballots shall be identical so as there is no

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distinction between any ballots. The ballot shall list all eligible candidates in alphabetical order by surname. At the end of the list of candidates, the ballot shall provide a space for one write-in candidate. An owner may write-in one name of a person not listed on the ballot. Such write-in candidate must be an eligible unit owner.

3.2.5 Not less than 14 days prior to the date of the annual election meeting, the association shall mail or deliver to all owners a notice, which shall include an agenda, of the annual election meeting, a ballot, a return envelope, a ballot envelope, and information sheets, if applicable. The Board shall not include any information that indicates the Board's preference or support of any candidate. The association shall bear the cost of reproduction and mailing and/or delivery of all election materials, which shall specifically include, if applicable, any timely submitted information sheets. An owner may either return the ballot to the association prior to the annual election meeting or may bring it to the election meeting.

3.2.6 A quorum of the unit owners shall not be required to conduct the election. There shall be no minimum number of ballots required to be cast in order to conduct the election. The results shall be based on the number of valid ballots that are cast. The election shall be by a plurality of the votes cast, each person voting may cast his votes for each of as many nominees as there are vacancies to be filled, and/or he may write-in the name of one additional candidate. There shall be no cumulative voting.

3.2.7 No election envelopes shall be opened until the date of the annual election meeting. Until the time the polls are closed and the outer envelopes are opened, a unit owner may remove or change his ballot. On the day of the annual election meeting, the Board shall appoint a person or committee to conduct the election process. Such person or committee members shall not be a present board member, a candidate for the pending election or the spouse or family member of same. The person or committee so appointed shall be charged with verifying the information on the return envelopes, separating the ballot envelopes and tabulating the ballots. During the election process, all unit owners shall be permitted to be present, but they shall not interfere or in any way hamper the process.

3.2.8 Null and void ballots. Any outer (return) envelopes that are not signed and/or do not indicate the unit voting shall not be counted and shall not be opened. Any ballot (inner) envelope that is written upon, contains more than one ballot or contains any item other than just one ballot shall not be counted. Any ballot that is signed or in any other way marked other than for casting a vote or writing-in one candidate shall not be counted. Any materials that are rendered null and void and not counted shall be marked to indicate such.

3.2.9 If any person or entity owns more than one unit, a separate outer envelope, inner envelope and ballot must be completed for each unit so

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owned. In no event shall anyone be permitted to vote for Directors by proxy.

~~3.2.10 In the event there is a tie among candidates and such tie would result in more persons serving than there are vacancies, the Board must call for a special election within fourteen (14) days follow the regular election. Such special election shall be conducted as follows:~~

3.2.10(a) A new ballot, which lists only those candidates that are tied, shall be mailed to the unit owners. An outer envelope, inner envelope and any previously submitted information sheets shall be mailed with the ballot. The procedure for conducting the election shall be the same as provided for above, except no write-in candidates shall be permitted. Any other Directors duly elected at the annual election meeting shall commence their service irrespective of this special election.

~~b. (previously deleted.)~~

~~e. The election shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to may cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.~~

3.2.11 d: Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meeting of members shall be filled by the remaining directors. Directors so appointed shall serve until the next scheduled election.

3.2.12 e: Any director may be recalled and removed with or without cause by the vote or agreement in writing by a majority of all Unit owners. ~~The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.~~ The special meeting for this purpose may be called by ten (10%) or more percent of the Unit owners giving notice of the meeting as required for a meeting of Unit owners, and the notice shall specifically state the purpose of the meeting. Such recall meeting shall be conducted in accordance with the Condominium Act, as same may be amended from time to time. If less than a majority of the Board Members are recalled, the remaining Directors may appoint eligible unit owners to file the vacancies, and any Board Members that were recalled shall not be eligible to be appoint to fill a vacancy. If more than a majority of the Board Members are recalled, an election meeting may be conducted at the recall meeting.

~~f. Provided, however neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first director and directors replacing them may be removed by the Developer.~~

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42. Amendment to Section 3.3 of the Bylaws to read as follows:

3.3. The term of each director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he resigns, conveys ownership of his unit, passes away or is removed in the manner elsewhere provided.

43. Amendment to Section 3.5 of the Bylaws to read as follows:

3.5. Regular meetings of the Board of Director may be held at such time and place as shall be determined, from time to time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, fax, electronic mail or telegraph, and shall be transmitted at least three days prior to the meeting. A notice, which shall include an agenda, of regular meetings shall be posted conspicuously on the condominium property at least 48 hours in advance of the meeting, for the attention of members of the Association except in an emergency. However, written notice of any meeting at which the Board of Directors will consider nonemergency special assessments or amendments to rules regarding unit use shall be mailed to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. An affidavit of notice for such a meeting shall be filed among the association's official records.

44. Amendment to Section 3.6 of the Bylaws to read as follows:

3.6. Special meetings of the directors may be called by the president and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given to each director personally or by mail, telephone, fax, electronic mail or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously on the condominium property 48 hours in advance for the attention of the Association except in an emergency.

45. Amendment to Section 3.8 of the Bylaws to read as follows:

3.8. A quorum at directors' meetings shall consist of a majority of the number of Board Members that are presently serving entire Board of Directors . The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Condominium Act, the Declaration of Condominium, the Articles of Incorporation or these By-laws.

46. Amendment to Section 3.10 of the Bylaws to read as follows:

~~3.10. Joinder in meeting by approval of minutes. A member of the Board of Directors may join by written concurrence in any action taken at a meeting of the board, but such concurrence shall not be used for the purposes of creating a quorum or for obtaining approval or rejection of a motion. Directors shall not vote by proxy, except secret ballots may be used for the election of officers.~~

47. Amendment to Section 3.11 of the Bylaws to read as follows:

3.11. The **presiding officer** of directors' meetings shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the President presiding officer, the directors present shall designate one of their number to preside.

48. Amendment to Section 3.12 of the Bylaws to read as follows:

3.12. The **order of business** at directors' meeting shall be:

- a. Calling of roll
- b. Proof of due notice of meeting
- c. Reading and disposal of any unapproved minutes
- d. Reports of officers and committees
- e. Election of officers (should the need arise)
- f. Unfinished business
- g. New business
- h. Adjournment

49. Amendment to Section 3.15 of the Bylaws to read as follows:

3.15. **Notice of Assessments.** Notice of any meeting where assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Notice shall be provided in accordance with section 3.5 of these bylaws.

50. Amendment to Section 3.16 of the Bylaws to read as follows:

3.16. **Minutes** of all meeting shall be kept in a book available for inspection by Unit owners of their authorized representatives and board members at any reasonable time. These minutes shall be retained for a period of not less than seven years. The minutes shall be put in writing and shall be available for inspection within 30 days after the date of the meeting for which they were taken.

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51. Amendment to Section 5.1 of the Bylaws to read as follows:

~~5.1. The **executive officers** of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.~~

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52. Amendment to delete in its entirety Section 5.5 of the Bylaws, and it will be reserved for possible future use:

~~5.5. (Vacant) The **Assistant Secretary** shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.~~

53. Amendment to Section 6.1 of the Bylaws to read as follows:

6.1. **Items.** The budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to the following. These categories shall be used as a general reference, and nothing shall restrict the Board from reallocating up to 50 percent of the funds of one category to another category should the need arise, exclusive of statutorily required reserve accounts.

1. Expenses for the Association and condominium:
 - a. Administration of the Association
 - b. Management fees
 - c. Maintenance
 - d. Rent for recreational and other used facilities
 - e. Taxes upon Association property
 - f. Taxes upon leased areas
 - g. Insurance
 - h. Security provisions
 - i. Other expenses
 - j. Operating capital
 - k. Reserves
 1. Fees payable to the division
2. Expenses for a Unit owner:
 - a. Rent for the Unit, if subject to a lease.
 - b. Rent payable by the Unit owner under any recreational lease for the use of commonly used facilities.

In addition to annual operating expenses, the budget shall include reserve

accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing ~~and for any item for which the deferred maintenance expense or replacement cost exceeds \$5,000.~~ The amount to be reserved shall be computed by means of a formula which is based upon estimated life, estimated remaining useful life and estimated replacement cost of each reserve item. This subsection shall not apply to budgets in which the members of an association have by a vote of the majority of the members present at a duly called meeting of the Association determined for a fiscal year to provide no reserves or reserves less adequate than required by this subsection.

54. Amendment to Section 6.2 of the Bylaws to read as follows:

6.2. Adoption. A copy of a proposed annual budget of common expenses shall be mailed to the Unit owners not less than ~~fourteen (14)~~ thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The Unit owners shall be given written notice of the date, time and place of the ~~at which such meeting at which~~ of the Board of Directors will ~~to~~ consider the budget shall be held; and such meeting shall be open to the Unit owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the Unit owners, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit owners may consider and enact a revision of the budget. The revision of the budget shall require a vote of not less than a majority of the whole number of votes of all Unit owners. The Board of Directors may in any event propose a budget to the Unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the Unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be reexamined by the Unit owners in the manner hereinabove set forth.

6.2.1 If the adopted budget requires assessment against the owners that exceed 115 percent of the assessments of the preceding year, a written application signed by 10 percent of the all the unit owners may be submitted to the Board. Upon receipt of the application, the Board shall call a special meeting of the unit owners within 30 days. Not less than 10 days prior to the special meeting, the board shall provide by mail or personal delivery a written notice of the special meeting. At the special meeting, the unit owners or board may propose an alternate budget. A majority of all the unit owners in the association must approve the alternative budget. If a quorum is not obtained or an alternate budget is not approved, the original budget adopted by the board shall go into effect as scheduled.

6.2.2 Under the terms of this section in determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior

years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium Association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessment for betterment to the condominium property, provided, however that so long as the Developer is in control of the Board of Directors, the board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar years assessment without approval of a majority of the Unit owners.

55. Amendment to Section 6.5 of the Bylaws to read as follows:

6.5 The **depository** of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from those accounts shall be only by checks signed by such persons as are authorized by the directors. The commingling of the operating and reserve funds shall be permitted in accordance with the Condominium Act, as same may be amended from time to time.

56. Amendment to Section 6.6 of the Bylaws to read as follows:

6.6. The Association shall maintain **accounting** records for the condominium according to generally accepted good accounting practices. The records shall be open to inspection by Unit owners or their authorized representatives. Failure to permit inspection of the Association's accounting records by Unit owners or their authorized representatives entitle any person prevailing in an enforcement action to cover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denies access to the books and records for inspection. The records shall include, but are not limited to:

- a. A record of all receipts and expenditures
- b. An account for each unit designating the name and current mailing address of the Unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

57. Amendment to Section 6.7 of the Bylaws to read as follows:

6.7. At the same time that the written summary as provided in paragraph 6.6 above is supplied to the Unit owners, the Board of Directors of the Association shall mail or furnish by personal delivery to each Unit owner a complete financial report or financial statement, should it be required in accordance with the Condominium Act, of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classification including, if applicable, but not limited to the following:

- a. Cost for security
- b. Professional and management fees and expenses
- c. Taxes
- d. Cost for recreation facilities
- e. Expenses for refuse collection and utility services
- f. Expenses for lawn care
- g. Cost for building maintenance and repair
- h. Insurance costs
- i. Administrative and salary expenses; and
- j. Reserves for capital expenditures, deferred maintenance, and any other category for which the association maintains a reserve account or accounts ~~General reserves, maintenance reserves, and depreciation reserves.~~

58. Amendment to Section 6.8 of the Bylaws to read as follows:

6.8. Fidelity bonds shall be required by the Board of Directors from all persons who control, handle or disburse funds of the Association and for persons as provided in Section 13.3(D) of the declaration of condominium. The amount of those bonds and the sureties shall be determined by the directors, provided that said fidelity bonds shall always be maintained at an amount equal to at least three months aggregate assessments plus reserve funds or in an amount as required in Section 13.3(D) of the declaration of condominium, whichever is greater.

59. Amendment to delete Section 8 of the Bylaws in its entirety and it is being reserved for possible future use:

8. ~~(Vacant) No fee shall be charged in connection with a transfer or sale, and this expense shall not exceed \$50.00. No charge shall be made in connection with an extension or renewal of a lease.~~

60. Amendment to Section 9.3 of the Bylaws to read as follows:

9.3. No By-law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-laws shall contain the full context of the By-laws to be amended; new words shall be inserted in the text shall be underlined and words to be deleted shall be marked lines through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of By-law. See By-law... for present text." Nonmaterial errors or omissions in the By-law process shall not invalidate an otherwise properly promulgated amendment.

61. Amendment to Section 9.4 of the Bylaws to read as follows:

9.4. **Execution and recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and By-laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Seminole County, Florida. Each amendment so recorded shall identify the book and page number for the declaration of condominium as recorded in Seminole County.

3241 0118

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62. Amendment to Section 11.2 of the Bylaws to read as follows:

11.2 The procedure for imposing fines shall be as follows:

(a) Not less than fourteen (14) days prior to a hearing, a written notice of the intention to assess a fine shall be personally delivered or sent certified mail, return receipt requested, to the member against whom a fine is to be assessed. Such notice shall specify the provision of the Declaration, Bylaws or of the Rules and Regulations that has allegedly been violated and shall state the amount of the fine to be imposed. The notice shall also include a statement of the date, time and place of the hearing and a short and plain statement of the matters asserted by the association.

(b) Within 15 days after receipt of the notice of an alleged violation, the member may request an opportunity to be heard before the Board of Directors at its next regular board meeting for the purpose of presenting any defense the member may have to the asserted violation. Such defense shall include the right to present evidence and to provide written and oral argument on all issues involved and the right to review, challenge and respond to any material considered by the association. If a member does not request a hearing within such 15 day period, then the right to a hearing before the Board shall be deemed to have been conclusively waived, and the Board may then assess the fine against such member.

(c) If a member shall request a hearing within the 15 day period, the Board shall permit the aggrieved member to be heard at the next regular meeting of the Board of Directors. Written notice shall be given to the aggrieved member stating the time and place of such meeting. After such hearing, the Board may either assess the fine against the member or determine that a fine should not be assessed. If the fine is upheld, the effective date of the assessment shall be the date of such hearing.

63. Amendment to delete in its entirety Section 11.3 of the Bylaws as follows:

~~11.3 The schedule of fines is as follows:~~

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Provision Violated in the Rules and Regulations	Fines for Each Violation
Decorating	\$ 10.00
Guests	10.00
Pets	10.00
Laundry	15.00
Parking	25.00
Antennas (unauthorized)	Cost of removal and restoration of the property to its condition before its installation
Flammables	25.00
Plumbing	25.00
Trees, lawns and shrubbery	25.00
Personal Property, failure to perform	15.00
Walks and passage ways	15.00
Rubbish, improper disposal, failure to keep area clean	10.00
For violations of the provision of the Declaration of Condominium	25.00

The schedule of fines now appears in the duly adopted rules and regulations of the association.

The foregoing were properly adopted as Amendments to the Declaration of Condominium (as originally recorded in Seminole County in Book #1350 and Page #849), the Articles of Incorporation (as originally recorded in Broward County in Book #1350 and Page #912) and the ByLaws (as originally recorded in Broward County in Book #1350 and Page #923) of this Association, a Corporation Not-For-Profit established under the Laws of the State of Florida, the annual Unit Owner meeting held on March 21, 1995.

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SEMINOLE CO. FL

LAZY OAKS CONDOMINIUM ASSOCIATION, INC.
Post Office Box 76
Goldenrod, FL 32733

ATTEST:

Kent C. Kelley
Kent C. Kelley, President

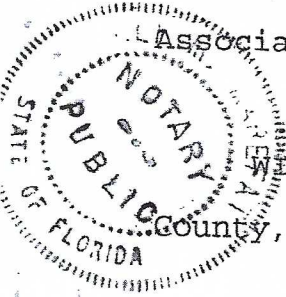
Donna Miller
Donna Miller, Secretary

(Corporate Seal)

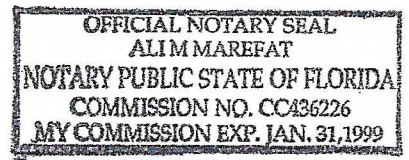


STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared KENT C. KELLEY, PRESIDENT and DONNA MILLER, SECRETARY, to me well known to be the persons described in and who executed the foregoing instrument as authorized representatives of LAZY OAKS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, and they acknowledged before me that they executed such instrument as the authorized representatives of said Condominium Association and that said instrument is the free act and deed of said Condominium Association.



WITNESS my hand and official seal, at the aforesaid State and County, this 23rd day of April, 1997.



Ali M. Marefat
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

RECORDED & VERIFIED

PREPARED BY and
RETURN TO:

066609

1997 JUN 23 AM 8:43

Lazy Oaks Condominium Assoc., Inc.
Attn.: Ali Marefat, Vice President
Post Office Box 76
Goldenrod, FL 32733

3256 1224
SEMINOLE CO. FL

THE FOLLOWING ARE CORRECTIONS TO THE
AMENDMENTS RECORDED MAY 21, 1997.
THESE CHANGES ARE NECESSITATED DUE TO
A SCRIVENER'S ERROR ON
TWO OF THOSE AMENDMENTS.

LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
ARTICLES OF INCORPORATION AND BYLAWS OF
LAZY OAKS CONDOMINIUM

(WORDS UNDERLINED ARE BEING ADDED AND WORDS STRUCKTHROUGH ARE BEING DELETED)

NOTE: Due to a scrivener's error, the set of amendments recorded on May 21, 1997 in Book Number 3241 and Page number 0089 contained two amendments, which had scrivener's errors. These amendments will serve as the correction to those two amendments. Each amendment is shown as how it was recorded and then followed by the proper way the amendment should read.

1. Amendment to Section 5.6 of the Declaration of Condominium to read as follows:

Recorded as:

5.6 Limited Common Elements. The covered carports, and patios and grass areas as shown on Exhibit B, are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Day to day upkeep of each covered carport, patio and grass area shall be the exclusive responsibility of the unit owner or owners to which that covered carport, patio or grass area shall be appurtenant. The maintenance and repair of the same shall be as with all other common elements.

Should be:

5.6 Limited Common Elements. The covered carports, and patios and grass areas ~~as shown on Exhibit B~~, are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Day to day upkeep of each covered carport, and patio and grass area shall be the exclusive responsibility of the unit owner or owners to which that covered carport, or patio ~~or grass area~~ shall be appurtenant. The maintenance and repair of the same shall be as with all other common elements.

2. Amendment to Section 3.1 of the Bylaws to read as follows:

Recorded as:

3.1. **Membership.** The affairs of the Association shall be managed by a board of not less than ~~three~~ five (5) nor more than seven (7) ~~11~~ directors, the exact number to be determined at the time of election.

Should be:

3.1. **Membership.** The affairs of the Association shall be managed by a board of not less than ~~three~~ five (5) nor more than seven (7) ~~11~~ directors, ~~the exact number to be determined at the time of election.~~

Amendments to the Declaration of Condominium (as originally recorded in Seminole County in Book #1350 and Page #849), the Articles of Incorporation (as originally recorded in Seminole County in Book #1350 and Page #912) and the ByLaws (as originally recorded in Seminole County in Book #1350 and Page #923) of this Association, a Corporation Not-For-Profit established under the Laws of the State of Florida, were approved by the Unit Owners and were recorded May 21, 1997 in Book Number 3241 and Page Number 0089 of Seminole County. Through a scrivener's error, two of the amendments contained the improper wording. This recording is to correct those errors.

LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

Post Office Box 76
Goldenrod, FL 32733

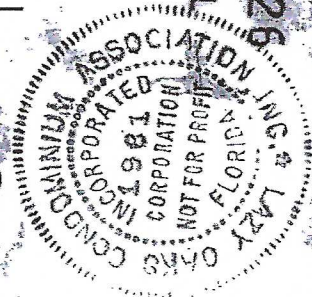
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SEMINOLE CO. FL
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ATTEST:

Kent C. Kelley
Kent C. Kelley, President

Donna Miller
Donna Miller, Secretary

(Corporate Seal)



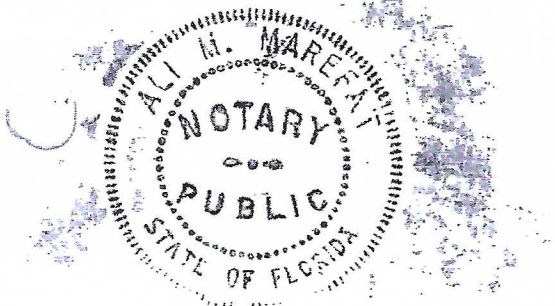
STATE OF FLORIDA
COUNTY OF SEMINOLE

BEFORE ME, the undersigned authority, personally appeared KENT C. KELLEY, PRESIDENT and DONNA MILLER, SECRETARY, to me well known to be the persons described in and who executed the foregoing instrument as authorized representatives of **LAZY OAKS CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation, and they acknowledged before me that they executed such instrument as the authorized representatives of said Condominium Association and that said instrument is the free act and deed of said Condominium Association.

WITNESS my hand and official seal, at the aforesaid State and County, this 16th day of June, 1997.

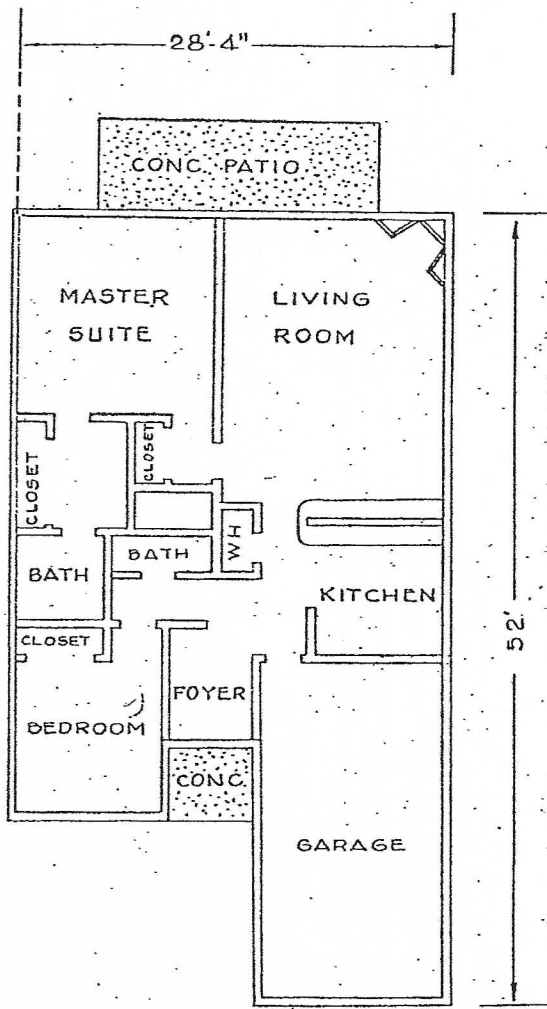
Ali M. Marefat
NOTARY PUBLIC, STATE OF FLORIDA

My commission expires:



OFFICIAL NOTARY SEAL
ALIM MAREFAT
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC436226
MY COMMISSION EXP. JAN. 31, 1999

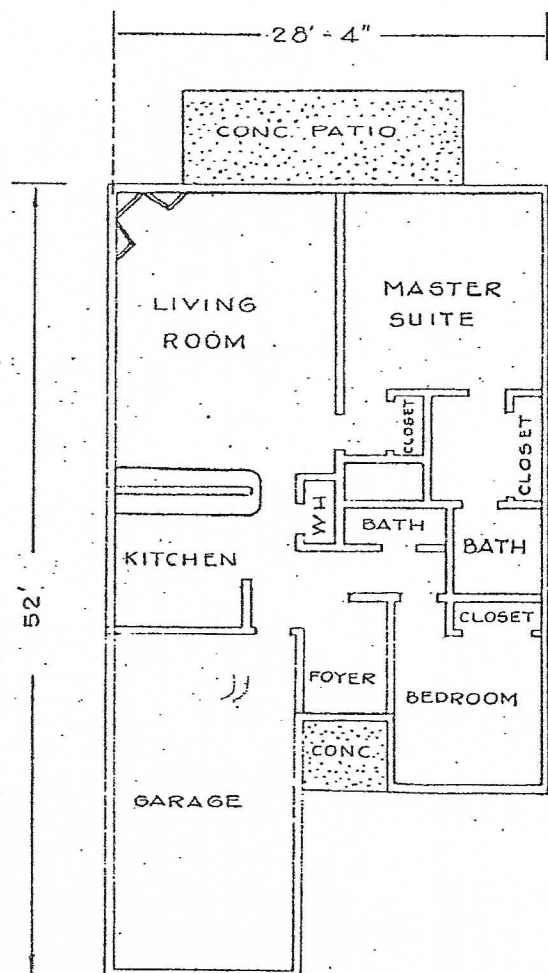
LAZY OAKS CONDOMINIUM



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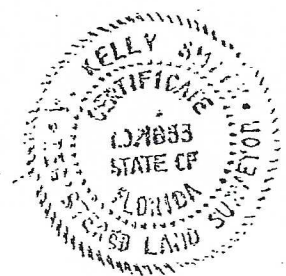
APT. NO.	CEILING ELEV.	F. FLOOR ELEV.
5137	92.63 96.40	54.63
5133	92.63 96.40	84.63





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 1368 0260
 SEMINOLE CO., FL.

APT. NO.	CEILING ELEV.	F. FLOOR ELEV.
5139	92.63 95.40	84.63
5135	92.63 95.40	84.63



LEGIBILITY UNSATISFACTORY
FOR MICROFILMING

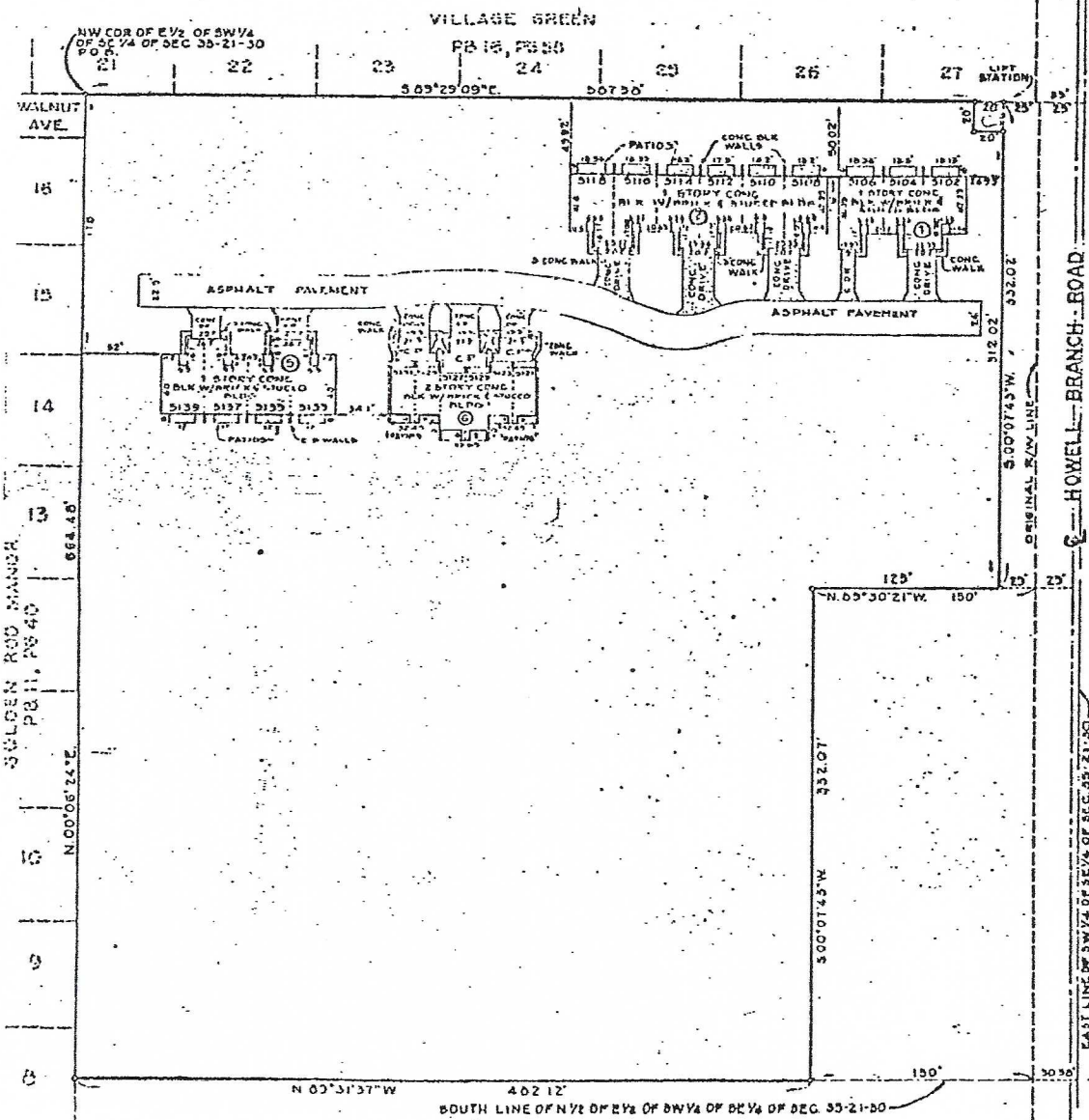
LAZY OAKS CONDOMINIUM

DESCRIPTION
Begin at the Northwest corner of the East 1/2 of the SW 1/4 of the SW 1/4 of Section 20, Township 21 South, Range 19 East, Seminole County, Florida; run S 01°29'19"W along the North line of said East 1/2, a distance of 507'12" to a point; thence East 1/2 of the West Right of Way line of Howell Branch Road, thence run S 00°07'43"W, a distance of 507'12" to a point; thence East 1/2 of the West Right of Way line of Howell Branch Road, thence run S 00°29'09"E, 20 feet, thence run S 00°07'43"W, 312'02" feet to the North line of the South 1/4 of the SW 1/4 of the SE 1/4, thence run N 09°30'21"W, 125 feet, thence run S 00°07'43"W, 337'02" feet, to the South line of the North 1/2 of the East 1/2 of the SW 1/4 of the SE 1/4, thence run N 05°11'17"W, 477'12" feet to the West line of said East 1/2 of the SW 1/4 of the SE 1/4, thence run N 00°06'24"E, 664'48" feet to the POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE
The undersigned, a licensed and Registered Land Surveyor in the State of Florida does hereby certify that a Survey was made of the real property described herein and further certifies that this Survey designated as Exhibit consisting of Sheets together with the Declaration of Condominium as recorded in Official Records Book Page of the Public Records of Seminole County, Florida is a correct representation of the real property described herein and the improvements located thereon, that the construction of the improvements is substantially complete so that this Survey together with the provisions of the Declaration of Condominium is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimension of the common elements, limited common elements and each condominium unit can be determined from this Survey.

[Signature]
V. KELLY SMITH & ASSOCIATES, INC.
Professional Land Surveyors
Suwanee, Florida
14 July 81

PLS # 1653 BLDG. S & R LOCATION



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SCALE: 1" = 10'