

AMENDMENT NUMBER 6 TO DECLARATION OF CONDOMINIUM  
OF  
LAZY OAKS CONDOMINIUM

~~COMES NOW, LAZY OAKS CONDOMINIUM ASSOCIATION, INC.,~~ through its undersigned officers, and hereby amends the Declaration of Condominium of LAZY OAKS CONDOMINIUM, as recorded in Official Records Book 1350, Page 849, Public Records of Seminole County, Florida (hereinafter "Declaration"), in the following fashion and for the following purposes:

These Amendments shall consist of the changes to various sections of said Declaration and the By-Laws, more particularly described as follows:

1. Article XII, subsection "6", at page 16 of the Declaration is amended to include the following paragraph which shall be added to the end of said subsection:

"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."

2. The text of Article XVI is amended by deleting subsection "7" of the Declaration on page 29 in its entirety, and substituted in its place is the following:

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

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3. Article XVII, subsection "2" of the Declaration on page 30 is amended to change the first paragraph to read as follows:

"Units shall be used for residential purposes only and no business or commercial activity of any nature shall be maintained in any of said Units. Units may be occupied only as follows:"

4. Article XVIII of the Declaration is amended by deleting in its entirety, and in its place is substituted the following:

LEASE RESTRICTIONS

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.

Such leases must have term of at least 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."

5. Article XXI of the Declaration is hereby amended as follows:

(a) The text of subsection "1" is amended to read as follows:

"So long as Developer, its successor, assign or lessee, shall own any Unit, the Developer, its successor, assign or lessee, shall have the absolute right to lease, sell, transfer, and/or convey any such Unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest."

(b) Subsection "3", subparagraph "B", is hereby amended to add the following new paragraph at the end of the present text:

"The Declarant shall relinquish all special rights, expressed or implied, through which the Declarant may directly or indirectly control, direct, modify, or veto any action of the owners' association, its executive board, or a majority of unit owners and control of the owners' association shall pass to the owners of units within the project, not later than the earlier of the following:

(i) 120 days after the date by which 75 percent (75%) of the units have been conveyed to unit purchasers or

(ii) Five years after the closing on the sale of the first conveyance of a Unit by the Developer."

6. Article XXI, subsection "4" of the Declaration is deleted in its entirety, and in its place is substituted:

"If a developer holds any units for sale in the ordinary course of business the Association may not take any action that would be detrimental to the sales of Units by the developer. However, an increase in assessments for common expenses without discrimination against the developer shall ~~not be deemed to be detrimental to the sales of Units.~~"

7. Article XXI is amended by deleting subsection "8" of the Declaration in its entirety, and in its place is substituted:

"Any provisions in this Declaration to the contrary notwithstanding, no provision of this Declaration or of the Articles of Incorporation or of the By-Laws of the condominium association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights, powers, authorities or special dispensations without the written approval of the Developer, so long as the Developer or any successor or alternate Developer shall own any units for sale in this condominium."

8. The Declaration is amended to include a new article, designated Article XXIII, which shall read:

"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."

#### BYLAWS

9. Section 2.6(a) of the By-Laws is amended 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.

NOTE: The portion underlined indicates the addition to the original text of this section, which is the sole change initiated by this amendment.

IN WITNESS WHEREOF, Lazy Oaks Condominium Association, Inc. has caused these presents to be executed in its name, and its

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corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

[Signature]  
Carolyn Z. Kuhl

BY: Stephan C. Kuhl  
Stephan C. Kuhl, President

ATTEST: Jeffrey E. Brinkman  
Jeffrey E. Brinkman,  
Secretary

CONSENT OF DEVELOPER

The Developer of LAZY OAKS CONDOMINIUM, LAZY OAKS, LTD., hereby consents to the amendment, the Declaration of Condominium and By-Laws set forth above.

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SEMIWOLE CO. FL.

LAZY OAKS, LTD.

BY: Stephan C. Kuhl  
Stephan C. Kuhl

STATE OF FLORIDA  
COUNTY OF SEMIWOLE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared STEPHAN C. KUHL, well known to me to be a General Partner of LAZY OAKS, LTD, and that he acknowledged before me executing the foregoing on behalf of LAZY OAKS, LTD.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> day of NOVEMBER, 1983.

[Signature]  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida at L.  
My Commission Expires August 17.  
BANKED BY AMERICAN FIRE & CASUALTY  
STATE OF FLORIDA

STATE OF FLORIDA

COUNTY OF SEMINOLE

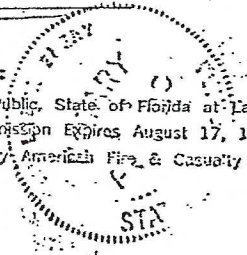
I HEREBY CERTIFY that on this day, before me, an officer duly authorized to take acknowledgments, personally appeared STEPHAN C. KUHL and JEFFREY E. BRINKMAN, President and Secretary of LAZY OAKS CONDOMINIUM ASSOCIATION, INC., and they acknowledge executing the foregoing instrument on behalf of LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

WITNESS my hand and official seal in the County and State last aforesaid this 21<sup>st</sup> day of NOVEMBER, 1983.

*India E. ...*  
Notary Public

My Commission Expires:

Notary Public, State of Florida at La-  
(SEAL) My Commission Expires August 17, 1  
Bonded by American Fire & Casualty



1511 0100  
SEMINOLE CO. FL.

THIS INSTRUMENT PREPARED BY:

TERENCE J. DELAHUNTY, JR.  
van den Berg, Gay, Burke,  
Wilson & Arkin, P.A.  
16 South Magnolia Avenue  
Post Office Box 2193  
Orlando, Florida 32802  
(305) 423-7656

RECORDED & INDEXED  
OFFICE OF THE CLERK OF THE  
SEMINOLE COUNTY, FLORIDA  
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AMENDMENT NUMBER 7 TO DECLARATION OF CONDOMINIUM

OF

LAZY OAKS CONDOMINIUM

COMES NOW, LAZY OAKS, LTD., and pursuant to Section 718.104(e), Florida Statutes, and the Declaration of Condominium of LAZY OAKS CONDOMINIUM, hereby amends the Declaration of Condominium of LAZY OAKS CONDOMINIUM as recorded in Official Records Book 1350, Page 849, Public Records of Seminole County, Florida, (hereinafter "Declaration"), in the following fashion and for the following purposes:

1. Building Number Ten (10) of LAZY OAKS CONDOMINIUM is completed as reflected in the Certificate of Completion with as built ceiling and floor elevations attached thereto, prepared by a surveyor authorized to practice in the State of Florida. Pursuant to Section 718.104(e), Florida Statutes, and the attached affidavit, units contained in said building Ten (10) may now be sold.

Signed, sealed and delivered in the presence of:

LAZY OAKS, LTD.

Jeffrey E. Brink

By: Stephan C. Kuhl  
Stephan C. Kuhl  
A General Partner

Therence J. Delahunty, Jr.

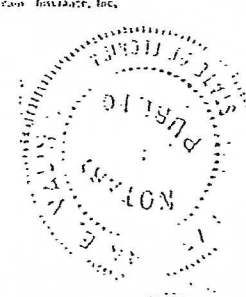
STATE OF FLORIDA )  
COUNTY OF Seminole ) ss:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of March, 1984 by STEPHAN C. KUHL, a General Partner of LAZY OAKS, LTD., on behalf of the Partnership.

Barbara C. Valis  
Notary Public  
My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 12, 1986  
Based On The 1975 Florida Statute, Sec.

This Instrument Prepared By:

TERENCE J. DELAHUNTY, JR., ESQ.  
van den Berg, Gay, Burke, Wilson  
& Arkin, P.A. (2)  
Post Office Box 2193  
Orlando, Florida 32802



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SEMINOLE CO. FL.

AMENDMENT NO. 13 TO DECLARATION  
OF CONDOMINIUM AND BYLAWS OF LAZY OAKS CONDOMINIUM

CERTIFICATE OF AMENDMENT

(R) LAZY OAKS CONDOMINIUM ASSOCIATION, INC., pursuant to the provisions of Section 718.110(2) and (3), Florida Statute, hereby certifies that the Amendments set forth below were duly adopted as provided in the Declaration of Condominium, Articles of Incorporation, Bylaws and the Condominium Act.

The Amendments set forth below are to the Declaration of Condominium of Lazy Oaks Condominium as recorded in Official Records Book 1350, page 849, Public Records of Seminole County, Florida.

AMENDMENTS TO DECLARATION OF CONDOMINIUM

1. ARTICLE XXIV is renumbered as ARTICLE XXII.
2. A new ARTICLE XXIV is added as follows:

ARTICLE XXIV  
RESTRICTIONS ON PARKING

24.1 Roadways may not be used for long-term parking (i.e., in excess of four (4) consecutive hours) by Unit Owners or their guests. Unit Owners having a garage or a carport as shown in the Declaration of Condominium, shall use their respective garages, carports and driveways for parking and shall not use the roadways for such purposes.

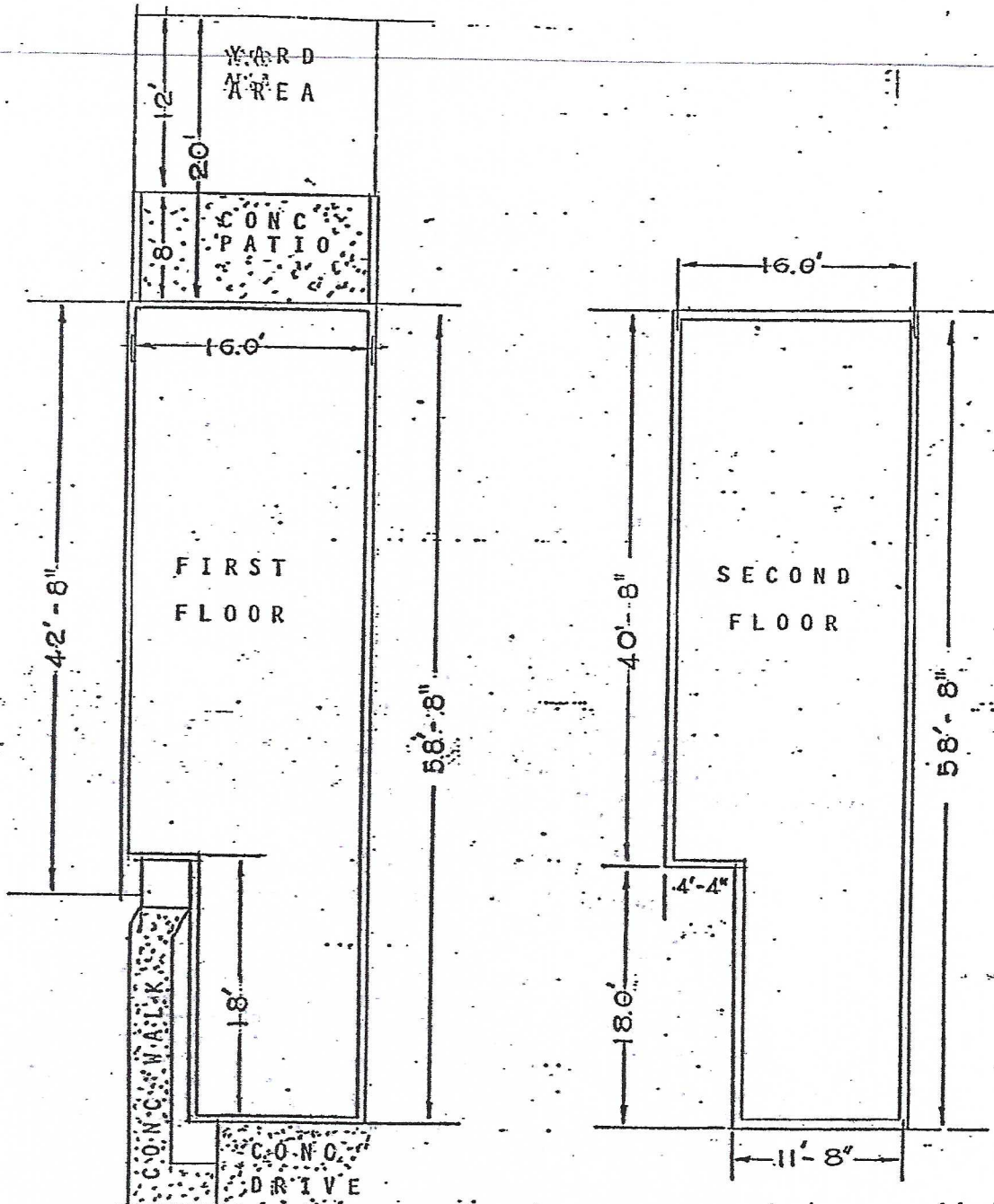
AMENDMENTS TO THE BYLAWS

1. Paragraph 11 is added to the Bylaws as follows:
11. Fines.

11.1 The Board of Directors is hereby delegated the power of assessing fines against members for violation of the Declaration and the Rules and Regulations. Such fines shall be in the limits or on the occasions set forth in paragraph 11.3. The amount of fines so fixed shall become, on and after notice, an indebtedness to the Association collectible by due course of law. For the time that leasing is permitted, violations of the Declaration or the Rules and Regulations by a tenant shall result in a fine being assessed against the owner of the Unit.

(R)  
PO Box 76  
Goldenrod FL 32733

LAZY OAKS CONDOMINIUM  
TYPICAL UNIT BOUNDARY



APT. NO.	F. FLOOR ELEV.	CEILING ELEV.
5202	85.06 94.56	93.06 102.56
5206	85.02 94.52	93.02 102.52
5210	85.03 94.53	93.03 102.53
5214	85.07 94.57	93.07 102.57
5218	85.00 94.50	93.00 105.50



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**AMENDMENT NO. 15 TO DECLARATION  
OF CONDOMINIUM OF LAZY OAKS CONDOMINIUM  
CERTIFICATE OF AMENDMENT**

LAZY OAKS CONDOMINIUM ASSOCIATION, INC., pursuant to the provisions of Section 718.110(2) and (3), Florida Statutes, hereby certifies that the Amendments set forth below were duly adopted as provided in the Declaration of Condominium, Articles of Incorporation, Bylaws and the Condominium Act.

The Amendment set forth below is to the Declaration of Condominium of LAZY OAKS Condominium as recorded in Official Records Book 1350, Page 849, Public Records of Seminole County, Florida.

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM**

1. Paragraph 12.3 is amended as follows:

12.3 Maintenance and Repair of Common and Limited Common Elements. Except for the day to day upkeep of the limited common elements, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common and limited common elements appurtenant to each unit. Should any incidental damage be caused to any Unit by virtue of the Association's failure to maintain the common and limited common elements as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any common or limited common elements the Association shall, at its expense, repair such incidental damage. The costs of repair and replacement of certain limited common elements which are subject to the exclusive use of the unit owners to which such elements are attached, shall be shared by assessing those unit owners for maintenance fees and replacement reserves in the annual budget to cover these anticipated expenses. Specifically, these assessments will apply to covered patios and skylights. Recognizing that there is a wide variation in quality and cost of covered patios, the Association will assess for and bear only the replacement cost of screened patio structures with minimum standard roofs. Cost of any upgrade at time of replacement (if any) will be borne by the particular owner requesting such an upgrade. Provisions of paragraph 12.2 will apply to owner maintenance and replacement of patio doors and enclosure panels whether glass, plexiglass, or insect screen. The method of allocating reserve assessments for items covered herein shall be the estimated actual replacement cost for each size patio, and for the actual replacement cost for skylights installed in 1993. Allocation of annual maintenance costs shall be based on a pro rata allocation of the prior year's maintenance cost of each particular item beginning with the 1995 budget.

(New words are inserted in the text and underlined.)

**AMENDMENTS TO THE BYLAWS**

- Section 3.2(b) of the Bylaws is hereby deleted.
- 3.2(b) ~~A nominating committee of five members shall be appointed by the Board of Directors not less than 30 days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.~~

Note: Section 3.2(b) is deleted as this section has been superseded by new Florida Statutes.

MARYANNE MORSE  
CLERK OF CIRCUIT COURT I

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SEMINOLE COUNTY, FL  
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P.O. Box 1328  
Winter Park, FL 32790

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2. Paragraph 5.8 is amended as follows:

5.8 All the Officers and Board Members must be members of the Association ~~and must be residents of Lazy Oaks.~~

Note: Words to be deleted are marked through with hyphens.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Kevin N. Sharp

[Signature]  
Ethel Firth

[Signature]  
Kevin N. Sharp

[Signature]  
Ethel Firth

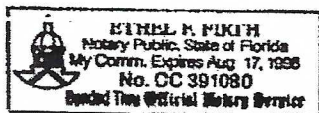
LAZY OAKS CONDOMINIUM ASSOCIATION,  
INC.

By: [Signature]  
KENT C. KELLEY, President  
P.O. Add: 162 Lincoln Ave., Winter Park, FL 32789

By: [Signature]  
BEVERLY SPRINGATE, Secretary  
P.O. Add: 6161 Lazy Oaks Dr., Winter Park, FL 32792

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me, this 3<sup>rd</sup> day of OCTOBER, 1994,  
by KENT C. KELLEY and BEVERLY SPRINGATE, as President and Secretary, respectively, of LAZY  
OAKS CONDOMINIUM ASSOCIATION, INC.



[Signature]  
NO. ANY/PUBLIC  
Print Notary name: ETHEL F. FIRTH  
My Commission Expires: 8-17-96  
(Notarial Seal)  
Personally known   
OR  
Produced Identification   
Type of Identification Produced: \_\_\_\_\_

Prepared By and Return To:  
Patrick W. Doyle  
Murray & Doyle, P.A.  
800 West Morse Blvd.  
Post Office Box 1328  
Winter Park, Florida 32790

THIS IS NOT A CERTIFIED COPY

9/11/50

DAVID W. BERRIEN  
CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

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**AMENDMENT NO. 14 TO DECLARATION  
OF CONDOMINIUM AND BYLAWS OF LAZY OAKS CONDOMINIUM**

**CERTIFICATE OF AMENDMENT**

LAZY OAKS CONDOMINIUM ASSOCIATION, INC., pursuant to the provisions of Section 718.110(2) and (3), Florida Statutes, hereby certifies that the Amendments set forth below were duly adopted as provided in the Declaration of Condominium, Articles of Incorporation, Bylaws and the Condominium Act.

The Amendments set forth below are to the Declaration of Condominium of Lazy Oaks Condominium (specifically, the Bylaws) as recorded in Official Records Book 1350, Page 849, Public Records of Seminole County, Florida.

**AMENDMENTS TO THE BYLAWS**

1. Paragraph 5.8 is added to the Bylaws as follows:

5.8 All the Officers and Board members must be members of the Association and must be residents of LAZY OAKS.

2. Existing Paragraph 11.1, which reads as follows:

"11.1 The Board of Directors is hereby delegated the power of assessing fines against members for violation of the Declaration and the Rules and Regulations. Such fines shall be in the limits or on the occasions set forth in paragraph 11.3. The amount of fines so fixed shall become, on and after notice, an indebtedness to the Association collectible by due course of law. For the time that leasing is permitted, violations of the Declaration or the Rules and Regulations by a tenant shall result in a fine being assessed against the owner of the Unit."

is hereby amended and replaced as follows:

11.1 In the event of failure of any members or failure by any guest or tenants of any members to comply with the provisions of the Declaration, the Bylaws, or the Rules and Regulations, as the same may be amended from time to time, then, in such event, the Board of Directors shall have the right and authority to levy and assess against a member a fine or fines in the limits or on the occasions set forth in Paragraph

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11.3 herein for each offense or act or failure to comply with said provisions. Repeated or continuing offenses or violations will subject the member to additional fines as appropriate. The amount of fines so fixed shall become, on and after notice, an indebtedness to the Association collectible by due course of law. For the time that leasing is permitted, violations of the Declaration, the Bylaws, or the Rules and Regulations by a tenant shall result in a fine being assessed against the owner of the unit.

THIS IS

Signed, sealed and delivered in the presence of:

Dr. Cyrus Azizi  
Neghat Azizi  
William E. Reischmann, Jr.  
William E. Reischmann, Jr.

LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

By: Ali Marefat  
ALI MAREFAT, President

By: Leynette Bryant  
LEYNETT BRYANT, Secretary

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SEMINOLE CO., FL.

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me, this 27th day of April, 1988, by ALI MAREFAT and LEYNETT BRYANT, as President and Secretary, respectively, of LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

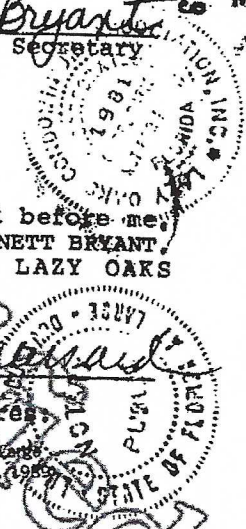
Debra R. [Signature]  
NOTARY PUBLIC  
My Commission Expires

Notary Public State of Florida at Large  
My Commission expires March 24, 1989

This Instrument Prepared By:

WILLIAM E. REISCHMANN, JR.  
Murray & Doyle, P.A.  
800 West Morse Blvd.  
Post Office Box 1328  
Winter Park, Florida 32790

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