

SEMINOLE COUNTY
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CERTIFICATE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
OF
LAZY OAKS CONDOMINIUM

THE UNDERSIGNED Officers of the LAZY OAKS CONDOMINIUM ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain the LAZY OAKS CONDOMINIUM, according to the Declaration of Condominium thereof as initially recorded in O.R. Bok 1350, Page 849, et. seq., of the Public Records of Seminole County, Florida, as amended, hereby certify that the adoption of the Amendments set forth below were approved by not less than two-thirds (2/3rds) of the Association membership, voting at a duly convened special membership meeting held November 27, 2012. The undersigned certify that the Amendments set forth below were proposed and adopted in accordance with the condominium documentation, and applicable law.

Additions, indicated by underlining
Deletions indicated by ~~strike-throughs~~ (---)
Unaffected omitted language indicated by ellipsis (...)

ARTICLE XVII
USE RESTRICTIONS

...

17.2. Units; Residential Occupancy. 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. Since the primary use of the unit is for residential purposes, and not for business or commercial purposes, no business or commercial activity shall be permitted to be conducted in a condominium unit except as follows: unit owners, tenants and occupants may conduct limited professional, commercial or business activities if confined solely within their unit, but only if the activity cannot be seen, heard or smelled by other residents of the condominium, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the condominium, nor shall any activities be permitted that would increase the insurance risks of other unit owners or the Association, or constitute a dangerous activity. Units may be occupied only as follows:

...

This Instrument Prepared By:
C. JOHN CHRISTENSEN, ESQ.
South Milhausen, P.A.
Gateway Center
1000 Legion Place, Suite 1200
Orlando, FL 32801

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. Entire Units may be leased for periods of not less than three (3) months. Units which are leased may be occupied by the Lessee subject to the occupying restrictions set forth in Section 17.2. 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 Bylaws and that failure by the Lessee to comply with the terms of such documents shall be a default under the Lease.

(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.

(b) All Leases shall be on a uniform form of Lease or Lease addendum if so promulgated by the Association. Uniform Leases, addenda and all other Leases will provide or be deemed to provide that the tenants have read and agreed to be bound by the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The uniform Lease or addendum and other Leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the Lease and subject the tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a tenant fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the tenant and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Unit Owner shall have the duty to bring his tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenants' noncompliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the Unit.

17.8 Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. These rules may specifically deal with the number, type, control of and allowableness of cats and other pets. Unless otherwise provided by Board-adopted rule, each Unit (regardless of the number of Owners), may maintain no more than two (2) household pets, provided said pet is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. "Household Pets" is defined to mean cats and dogs; provided that nothing contained herein shall prohibit the keeping of fish in an aquarium or hamsters/gerbils or a bird in a cage, in addition to household pets as defined, as long as they do not become a source of annoyance. Notwithstanding the foregoing, no Unit Owner may keep in or on the Condominium Property any dangerous breed dogs, as determined by the Board of Directors of the Association. Unit Owners must pick up all solid wastes of their pets and dispose of such waste appropriately. All pets must be leashed at all times when outside the Unit. Pets may not be permanently kept in a Common Element or in a Limited Common Element. Other than fish in an aquarium or hamsters/gerbils or a bird in a cage, no reptiles or wildlife or exotic animals shall be kept in or on the Condominium Property (including Units). Any Unit Owner, or approved Lessee or other resident, duly authorized to keep a pet, who keeps any pet upon any portion of the properties shall be deemed to have indemnified and agreed to hold the Association and each owner, free

and harmless from any loss, claim or liability of any kind or character of whatever nature arising by the keeping or maintaining of such pet within the Property. All pets shall be registered and inoculated as required by law. The restrictions of this section shall not apply to a domestic pet trained to assist a sight or hearing impaired unit owner or occupant, such as "seeing-eye dog", provided the owner of such pet registers the same with the Board, and furnishes reasonable evidence of the existence of the handicap or the impairment of the pet owner, and the training and Certification of the pet. Violation of these provisions shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or require, through order of the Board, any pet to be permanently removed from the Condominium Property. No one other than a Unit Owner or approved lessee is permitted to keep any pet. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners and residents of the condominium upon request.

ARTICLE XXIV XXIII
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.

23.2 Vehicles. Except as set forth below, conventional passenger automobiles may be parked in any unit's garage, carport or driveway but only if the automobile has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, pick-up trucks and vans which do not exceed 20' in length, sport utility vehicles which do not exceed 20' in length (such as Ford Explorer and Expedition, Chevrolet Tahoe and Suburban, Jeep Cherokee, Cadillac Escalade and similar vehicles provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer), but specifically excluding commercial and other vehicles as described below and all vehicles that have been substantially modified by increasing their height, or equipped with off-road tires, after-market roll bars and the like.

(a) Except as otherwise authorized by the Board of Directors or by Board rule, all other "non-conventional" motor vehicles may be parked at the condominium only if entirely housed in a carport, or housed in a garage with the garage doors completely closed. Such "non-conventional" motor vehicles shall be prohibited from parking in all other parking areas including a unit's driveway; non-conventional motor vehicles include but are not limited to: commercial vehicles (any vehicle used in a trade or business and having trade or business advertising or promotional information, symbols or materials affixed thereto); trucks (any motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger) and specifically including all pick-up trucks exceeding 20' in length; vans exceeding 20' in length; sport utility vehicles exceeding 20' in length; boats; boat trailers; campers; recreational vehicles (vehicles having either Kitchen or bathroom facilities); trailers; motorhomes; mobile homes; any and all other vehicles other than those conventional passenger automobiles described above.

(b) No vehicle belonging to any owner or tenant, or to a member of the family of an owner or tenant, or to the guest, agent or employee of any owner or tenant shall be parked in such manner as to impede or prevent access to another unit's designated driveway, garage or carport(s). The owners, tenants, their employees, servants, agents, visitors, licensees, and families shall obey parking regulations posted at the private streets, parking areas and drives, and any other traffic regulations which may be promulgated by the Board for safety, comfort and convenience of the owners. No vehicle which cannot operate on its own power shall remain within any parking area for more than 24 hours, and no repair of vehicles shall be made within the condominium property other than minor repairs such as battery and oil changes, wiper blade replacement, fixing of flat tires and the like.

(c) Guest parking spaces are very limited in the condominium; therefore, not more than two (2) motor vehicles per unit may be utilized by the residents of any unit, and such vehicles must be parked in either the unit's garage, carport or assigned driveway.

The Board of Directors may adopt rules addressing the enforcement of this provision, including the authority for Association removal of vehicles in violation of this provision by towing. No parking is permissible on the lawns, roadway easements, sidewalks or general common elements.

(The remainder of the Declaration is unchanged)

Executed this 26th day of Feb., 2013

Signed, sealed and delivered in the presence of witnesses:

LAZY OAKS CONDOMINIUM ASSOCIATION, INC.

Elizabeth D. Rozanski
Print Elizabeth D. Rozanski

By: Ali M. MAREFAT
Print ALI M. MAREFAT

Carey E. Bigby
Print Carey E. Bigby

Address: 5159 Lazy Oaks Dr.
Winter Park, FL 32790
President

ATTEST:

Elizabeth D. Rozanski
Print Elizabeth D. Rozanski

By: Amy E. Cole
Print Amy E. Cole

Carey E. Bigby
Print Carey E. Bigby

Address 5173 Lazy Oaks Dr. Winter Park, FL 32790
Secretary

STATE OF FLORIDA)
COUNTY OF Orange) ss

(CORPORATE SEAL)



BEFORE ME, the undersigned authority, personally appeared Ali M. Marefat and Amy E. Cole, to me personally known to be the President and Secretary respectively, of LAZY OAKS CONDOMINIUM ASSOCIATION, INC., or having produced as identification and did / did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 26 day of February, 2013.

Kenneth F. Murrah
Notary Public, State of Florida at Large
Printed Name: Kenneth F. Murrah
My commission expires

