

ADOPTED AMENDMENT TO DECLARATION OF CONDOMINIUM OWNERSHIP OF WOODLAKE I – A CONDOMINIUM

The following are amendments to the Declaration of Condominium of Woodlake I, a Condominium originally recorded at Official Records Book 4204, Page 1119, of the Public Records of Pinellas County, Florida, and as subsequently amended.

New Wording is Double Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

Section 8.3 of the Declaration is amended to read as follows:

8.3 Lien for Assessments. The Association shall have a lien on each Apartment interest, as the case may be, for any unpaid assessments, or any part thereof, and for interest thereon against the owners, which lien shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessments or the enforcement of such lien. Said lien shall be effective from and after the time of the recording in the public records of Pinellas County, Florida, a claim of lien stating the description of the Apartment interest, the name of the owner of said interest, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien have been fully paid. ~~Such claims of lien shall be signed and verified by an officer of the Association. Such liens shall be subordinate to the lien of a mortgage or other liens recorded prior to the date of recording of the claim of lien.~~ The lien for assessments shall not be affected by any sale or transfer of an Apartment, except in the event of a sale or transfer of a Unit pursuant to a foreclosure or deed in lieu of foreclosure of a bona fide first mortgage held by an institutional lender. Any lender taking title to a Unit through foreclosure of a first mortgage, or any other transfer in lieu of such foreclosure, shall be liable for any uncollected Assessments, interest, late charges, and/or collection costs pertaining to such Unit in accordance with Florida Law, section 718.116, as it may be amended from time to time. Any other acquirer of title pursuant to a mortgage foreclosure or deed in lieu of mortgage foreclosure shall be liable for all amounts due at the time of acquisition, including but not limited to, all unpaid assessments, interest, late charges, and/or collection costs and legal fees. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the Apartment interest being foreclosed on shall be required to pay a reasonable rental for the apartment and the Association shall be entitled, as a matter of law, to the appointment of a receiver to collect the same. The Association may also sue to recover a money

judgment on unpaid assessments without waiving the lien to secure same. The lien shall be deemed to be prior to and superior to the creation of any homestead status and every purchaser of an apartment interest hereby consents to the imposition of such lien prior to any homestead status.

Section 12.5 of the Declaration is amended to read as follows:

12.5 Leasing.

A. Term of Ownership before Renting. The owner of any Apartment must own the Apartment for two (2) years before it is leased or rented. Current owners are grandfathered: this provision does not apply to any current owner regarding any Apartment he owns as of the date of this amendment. This provision also does not apply to the Association when it takes title to a Unit by foreclosure or deed in lieu of foreclosure. For purposes of this Declaration, "leasing" or "renting" is the exclusive occupancy of a dwelling by any person other than the owner, for which the owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity.

B. No Owner may rent his Apartment if, at the time he desires to enter into a lease or lease renewal, the owner is not current on all assessments and any other amounts owed to the Association.

C. All lease agreements shall state, or if silent shall be deemed to so state, that a violation by the tenant, their guests, occupants, family members or invitees of the Declaration, Bylaws, Rules and Regulations, or other policies duly adopted by the Association is deemed to be a default under the terms of the lease and authorizes the owner to terminate the lease without liability and to evict the tenant in accordance with Florida law. The owner hereby agrees to remove, at the owner's sole expense, by legal means including eviction, his or her tenant, and their guests, occupants, family members or invitees, should the tenant refuse or fail to abide by and adhere to the Declaration, Bylaws, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant as attorney-in-fact on behalf of the owner, and the costs of the same shall be the responsibility of owner. The cost of all legal action taken by the Association, including reasonable attorneys' fees incurred and court costs, associated with the eviction shall be the personal obligation of the owner, and shall be a continuing lien on the Apartment to be foreclosed in the same manner as a lien for past due assessments. The owner shall indemnify and hold the Association harmless

against all liabilities imposed or sought to be imposed against the Association as a result of the Association's actions or failure to act pursuant to this provision.

D. Entire Apartments may be rented provided the occupancy is only by the Lessee and his family or guests. No rooms may be rented except as part of the leasing of an entire Apartment, and no transient tenants may be accommodated. Leases shall not be for periods of less than ~~30 days~~ one (1) year, and no Apartment may be leased more than one (1) time in any calendar year unless otherwise approved by Association in the case of hardship.

END OF AMENDMENTS

This Instrument Prepared by and Return to: Mankin Law Group
Address: 2535 Landmark Drive, Suite 212, Clearwater, FL 33761

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
WOODLAKE ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendments to the Declaration of Condominium Ownership of Woodlake I, A Condominium, as originally recorded at Official Records Book 4204, Page 1119, et. seq. of the Public Records of Pinellas County, Florida, and as amended, were duly approved at a meeting of the membership in the manner required in that document on January 17, 2019.

IN WITNESS WHEREOF, we have affixed our hands this 23rd day of January 2019 at Pinellas County, Florida.

WITNESSES

Jennifer Hagerly
Signature of Witness #1

Jennifer Hagerly
Printed Name of Witness #1

Christine Koch
Signature of Witness #2

Christine Koch
Printed Name of Witness #2

**WOODLAKE ASSOCIATION, INC., a Florida
Not-for-profit corporation**

By: [Signature]
Edward Reid, President

By: [Signature]
Pam Patregnani, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Edward Reid and Pam Patregnani, to me known to be the President and Secretary, respectively, of for Woodlake Association, Inc., and he/she acknowledged before me that he/she freely and voluntarily executed the same as such officer, under authority vested in him by said corporation. He/She is personally known to me or has produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named person is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 23rd day of January, 2019.

My commission expires: 11/19/20

[Signature]
Notary Public

Printed Name: PATRICIA HENDRYX

