

Prepared By and Return to:
Michael J. Brudny, Esquire
Brudny & Rabin, P.A.
200 North Pine Avenue, Suite A
Oldsmar, Florida 34677

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
FOREST PARK, A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Forest Park Condominium Association, Inc., of Dunedin (the "Association"), held on August 6, 2009, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Amendments to Sections 20.11, 20.02, 20.03, 20.05, 20.08, 20.09, 20.10, 20.06 and 20.12 of the Declaration of Condominium of Forest Park, a Condominium, attached hereto as Exhibit A, were duly adopted by the membership. The Declaration of Condominium for Forest Park, a Condominium was originally recorded in Official Records Book 5788, Page 539, Public Records of Pinellas County, Florida, and subsequently amended.

IN WITNESS WHEREOF, FOREST PARK CONDOMINIUM ASSOCIATION, INC., OF DUNEDIN, has caused this instrument to be signed by its duly authorized officer on this 10 day of August, 2009.

FOREST PARK CONDOMINIUM
ASSOCIATION, INC., OF DUNEDIN

By: Jerry Konrad
Jerry Konrad, President

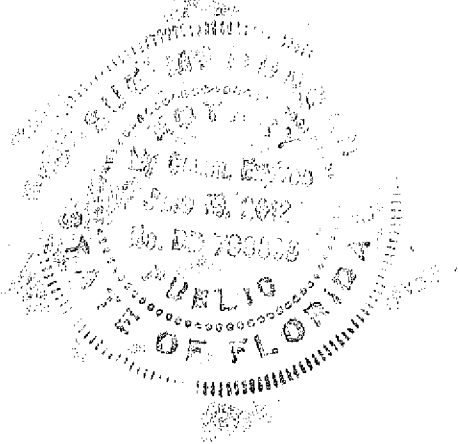
Nicole M Collins
Signature of Witness #1
Nicole M Collins
Printed Name of Witness #1

Sue M. Duncan
Signature of Witness #2
Sue M. Duncan
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 10 day of August, 2009, by Jerry Konrad, as President of FOREST PARK CONDOMINIUM ASSOCIATION, INC., OF DUNEDIN, on behalf of the corporation, who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced FLBK# K563-120-97 as identification.

Sue M. Duncan
Notary Public
Sue M. Duncan
Printed Name



ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM
OF
FOREST PARK, A CONDOMINIUM

The following are adopted amendments to the Declaration of Condominium of Forest Park, a Condominium, originally recorded at Official Records Book 5788, Page 539, Public Records of Pinellas County, Florida, and as subsequently amended.

(New Wording Underlined; Deleted Wording ~~Stricken Through~~,
Except When Proposed Amendment Involves Substantial Rewording)

Item No. 1: Section 20.11, as amended, is hereby amended to read as follows (substantial rewording; see same section of existing Declaration for current wording):

20. Sales, Rental, Lease or Transfer.

* * *

20.11 As to owners who purchased their unit after April 10, 2006, when a prior amendment to this section was recorded, the following additional sale and leasing restrictions exist:

A. In order to promote owner occupancy, such owners shall be required to own their unit for at least one year before they are authorized to lease their unit, unless a hardship exception is approved by the Board for a situation which arises after the unit is purchased and which prevents the owners from occupying the unit.

B. Any leases which are thereafter permitted, an application must be submitted to and approved by the Association prior to occupancy by the tenant. An application fee set by the Board, in an amount not to exceed the limit set by the Florida Statutes, may be charged, and the Board may require a copy of the proposed lease and information regarding the proposed tenants to be provided, in addition to conducting its own background investigation. Grounds for potential disapproval of a lease include:

(1) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;

(2) Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or

(3) Providing false or incomplete information in connection with an application.

C. As to sales of units, the same requirements shall apply to sales or transfers as those which apply to prior approval of tenants in Section B above, including the application requirement and application fee, and the potential grounds for disapproval of sales.

Item No. 2: Sections 20.02, 20.03, 20.05, 20.08, 20.09 and 20.10 are hereby amended to read as follows:

20. Sales, Rental, Lease or Transfer.

* * *

20.02 Should a Unit Owner wish to sell, transfer, lease or rent his Unit, he shall, before accepting any such offer, deliver to the Board a written notice containing the name and address of the person to whom the proposed sale, lease or transfer is to be made and such other reasonable information requested at least 20 days prior to the proposed sale, lease or transfer within five (5) days from receipt of such notice by the Board.

20.03 The Board, within fifteen (15) days after receiving such notice and such supplemental information as it requires shall either consent to the transaction specified in said notice or, by written notice to be delivered to the Unit Owner's Unit or mailed to the place designated by the Unit Owner in his notice, designate the reason or reasons for denying approval. ~~The consent of the Board shall be in proper recordable form, signed by any officer of the Association before two witnesses and acknowledged by said officer before a notary public, and shall be delivered to the purchaser or lessee. Should the Board fail to act within the time stated above the Board shall, nevertheless, thereafter prepare and deliver its written approval in the required proper recordable form, and no conveyance of title or interest whatsoever shall be deemed valid without such consent of the Board. The potential grounds for disapproval of a sale or lease include:~~

(1) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;

(2) Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or

(3) Providing false or incomplete information in connection with an application.

* * *

20.05 The sub-leasing or sub-renting of a Unit are prohibited without first obtaining the same approval which is ~~shall be subject to the same limitations as are~~ applicable to the leasing or renting thereof.

* * *

20.08 A ~~preset fee of up to \$50~~ may be charged by the Association in connection with any transfer, sale, lease, sublease or approval thereof. The amount of said fee shall be determined by the Board from time to time, up to the maximum amount allowed by the Florida Statutes.

~~20.09 Anything in this Section 20 to the contrary notwithstanding, should any Condominium Parcel at any time become subject to an institutional first mortgage, the holder thereof, upon becoming the Owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, shall have the unqualified right to obtain title, sell, lease or otherwise transfer said Unit, including the fee ownership thereof, without prior approval by the Board. Notice of said transfer is required in order to maintain accurate Association records. Such transferee shall be subject to the provisions of this Article in the same manner as any other Unit Owner.~~

~~20.10 This Section shall not be applicable to Developer, which is irrevocably empowered to sell, lease or rent Units to any lessees or purchasers. Developer may make such use of its Units and the Common Elements as may facilitate sales of said Units, including, but not limited to maintenance of a sales office, display of sales signs, leasing said Units and showing the Units for sale to prospective purchasers. Sales offices, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Developer.~~

Item No. 3: Section 20.06 is hereby amended to read as follows:

20. Sales, Rental, Lease or Transfer.

* * *

20.06 The Association shall have the right to require that a substantially uniform form of lease, or Lease Addendum ~~sub-lease~~, be used in connection with all leases, and both the owners and tenants must sign such forms as a condition of approval, or in the alternative, Board approval of the lease or sub-lease form to be used shall be required. After approval, as herein set forth, an entire Unit may be rented provided the occupancy is only by the lessee, his family, servants and guests, provided that reasonable limitations as to occupancy by persons other than owners and approved tenants may be adopted in rules and regulations adopted by the Board. No individual rooms may be rented. No Unit Owner shall be permitted to rent or lease his Unit to any person or other legal entity for a period of less than ninety (90) days ~~thirty (30) days, for or without consideration.~~ Additionally, approval shall be required for the renewal of leases. However, no application fee will be required. Notice must be given to the Association at least twenty (20) days prior to the proposed renewal, and any disapproval must be based upon substantial violations of the rules or restrictions by the tenants during the prior term(s) of the lease. This minimum leasing period and requirement for approval of renewals of leases apply to any persons or entities who purchase units after the approval of this amendment and its recording in the public records, and to existing unit owners who vote in favor of this amendment or otherwise consent in writing for their unit to be bound by the new minimum leasing period. If any Unit Owner violates this Section, the Association shall be permitted to take every legal remedy available to prevent such violation and the Unit Owner in violation of this Section shall pay all costs and attorney's fees that the Association may incur as a result of this violation ~~litigation, including services rendered in any appellate action.~~ All tenants and other occupants will be required to abide by this Declaration, the Bylaws of the Association and the Rules and Regulations of the Association.

Item No. 4: A new Section 20.12 is hereby added to read as follows:

20. Sales, Rental, Lease or Transfer.

* * *

20.12 Limitation on Ownership. In order to promote owner occupancy of properties, and in addition to any other restrictions contained in this Declaration, no persons, corporations, or other legal entities may acquire any interest in the title to more than one (1) unit in the Condominium. This shall apply to any companies or entities that are related to the owner of another unit, such as those that have common officers, directors or partners, or where companies owning units have majority stockholders that also own other properties. This limitation will also apply to indirect acquisition of units by individuals, so as to prohibit the spouse of a unit owner from acquiring a unit when the other spouse owns a unit. This restrictions hall not apply to any persons or entities that properly own more than one (1) unit as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional units in the future if this would result in a violation. Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys' fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer.

END OF ADOPTED AMENDMENTS