PREPARED BY AND RETURN TO: Joseph R. Cianfrone, P.A. 1964 Bayshore Blvd. State A Dunedin, LL. 34698 (727) 733-2154

KEN BURKE, CLERK OF COURT PINELLAS COUNTY FLORIDA INST# 2012197922 07/10/2012 at 02:36 PM OFF REC BK: 17643 PG: 949-952 DocType:CONDO RECORDING: \$35.50

## CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR LAURELWOOD CONDOMINIUM I

NOTICE IS HEREBY GIVEN that at a duly called meeting of the membership on April 18, 2012, by the affirmative vote of 75% of the unit owners present and voting, the Amended and Restated Declaration of Condominium for Laurelwood Condominium I, as recorded in O.R. Book 12764, Page 2611, et seq., in the Public Records of Pinellas County, Florida, and amended from time to time, be, and the same is hereby amended as follows:

The Amended and Restated Declaration of Condominium for Laurelwood Condominium I is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Amended and Restated Declaration of Condominium for Laurelwood Condominium I."

LAURELWOOD CONDOMINIUM I

ASSOCIATION, INC

(Corporate Seal)

By:

Patricia Sadler, President

CONDOMINIUM PLATS PERTAINING HERETO ARE RECORDED IN CONDOMINIUM PLAT BOOK 17, PGS 44, 45, 46.

## STATE OF FLORIDA COUNTY OF PINELLAS

CATHERINE LANIER

Notary Public - State of Florida

My Comm. Expires Aug 22, 2014

Commission # EE 19384

Bonded Through National Notary Assn.

NOTARY PUBLIC State of Florida at Large

My Commission Expires: 8-22-14

## SCHEDULE OF AMENDMENTS TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR LAURELWOOD CONDOMINIUM I

ADDITIONS INDICATED BY <u>UNDERLINE</u> DELETIONS INDICATED BY STRIKE THROUGH OMISSIONS INDICATED BY ELLIPSIS....

ARTICLE XVII, Restrictions, Section 2, of the Amended and Restated Declaration of Condominium, is amended to read as follows:

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, and shall promptly pay for all utilities which are separately metered to the units. In the event a unit shall be vacant for more than forty-eight (48) hours, the water supply to the unit shall be shut-off at the main shut-off valve so that no water is flowing to any part of the unit. Should any damage arise out of or result from the failure to shut-off the water when the unit is vacant for more than forty-eight (48) hours, the unit owner shall be strictly liable for the costs of any remediation necessary or damage sustained to the common elements or other units, in addition to any costs associated with remediating or repairing his own unit. If a unit will be vacant for more than seven (7) days, the unit owner shall have someone check on the unit at least once a week to insure that there are no problems or conditions within the unit that would indicate a need for repair and all conditions shall be promptly reported to the Association in the event the Association is responsible for maintenance or repair. The Association shall not be responsible for the costs of any remediation or repair necessary as a result of or arising from a failure to abide by this provision and any costs incurred by the Association to remediate water damage and/or resulting mold or mildew or to make repairs may be charged back to the unit owner and collected as an assessment. Unit owners shall be responsible for the costs of drying out the interior of their unit, including the drywall, should same be necessary for any reason, whether occurring during a period when the water should have been shut-off or not.

Without regard to whether or not the unit is vacant at the time of the water overflow, seepage, intrusion, or the like, the unit owner shall be strictly liable for any damage resulting or arising from the overflow, seepage, dripping, leakage, or other flow of water from any plumbing fixture within the unit, including but not limited to, washing machines, toilets, sinks, hot water heaters, and icemaker lines and any costs incurred by the Association to remediate or make repairs after such an event may be charged back to the unit and collected as an assessment.

ARTICLE XVII. Restrictions, Section 15, of the Amended and Restated Declaration of Condominium, is amended to read as follows:

Section 15. Because it is the desire of the unit owners of Laurelwood Condominium I that this be a condominium of resident unit owners, ownership in Laurelwood Condominium I is hereby restricted to one condominium unit per unit owner in Laurelwood Condominium. Title to a condominium unit may not be held by a fictional entity such as a corporation, limited liability company, or partnership; ownership shall be required to be held by a natural person or natural persons either in their individual capacity or as trustee of a trust. In the event title is held by a trustee of a trust, the owner shall disclose to the Condominium Association the beneficiaries of the trust, along with a copy of the pertinent provisions of the trust naming the beneficiaries entitled to reside in the condominium unit. The Association shall have the right to review and approve all beneficiaries of a trust as proposed purchasers if a named beneficiary at the time of the proposed transfer to trust or if added as a beneficiary of the trust at a later date; no beneficiary of a trust may occupy a unit without written approval of the Association. The trustee of the trust shall exercise all voting rights of the trust and all ownership rights, however, any beneficiary of the trust may occupy the unit upon written approval of the Association without being deemed a tenant and for occupancy purposes only shall be treated as a unit owner.

Any unit owned by a fictional entity at the time of recording this amendment shall be grandfathered in. However, any occupancy by an owner of the entity, unless such owner was an owner at the time of recording this amendment, beginning after the date of the recording of this amendment shall be subject to application and applicable application fees and written approval of the Association. No person having an ownership interest in the entity, such ownership interest being acquired after the date of recording of this amendment, shall be entitled to occupy the unit without the written approval of the Association, which such approval shall not be unreasonably withheld. Any person occupying a unit owned by a fictional entity who is not a documented owner of the entity, shall be deemed a tenant and subject to the approval process for tenants.

## SCHEDULE OF AMENDMENTS TO AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR LAURELWOOD CONDOMINIUM I

ADDITIONS INDICATED BY <u>UNDERLINE</u> DELETIONS INDICATED BY <u>STRIKE THROUGH</u> OMISSIONS INDICATED BY ELLIPSIS....

ARTICLE XVII, Restrictions, Section 2, of the Amended and Restated Declaration of Condominium, is amended to read as follows:

Section 2. All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments, whether inside or outside owners' apartments, and shall promptly pay for all utilities which are separately metered to the units. In the event a unit shall be vacant for more than forty-eight (48) hours, the water supply to the unit shall be shut-off at the main shut-off valve so that no water is flowing to any part of the unit. Should any damage arise out of or result from the failure to shut-off the water when the unit is vacant for more than forty-eight (48) hours, the unit owner shall be strictly liable for the costs of any remediation necessary or damage sustained to the common elements or other units, in addition to any costs associated with remediating or repairing his own unit. If a unit will be vacant for more than seven (7) days, the unit owner shall have someone check on the unit at least once a week to insure that there are no problems or conditions within the unit that would indicate a need for repair and all conditions shall be promptly reported to the Association in the event the Association is responsible for maintenance or repair. The Association shall not be responsible for the costs of any remediation or repair necessary as a result of or arising from a failure to abide by this provision and any costs incurred by the Association to remediate water damage and/or resulting mold or mildew or to make repairs may be charged back to the unit owner and collected as an assessment. Unit owners shall be responsible for the costs of drying out the interior of their unit, including the drywall, should same be necessary for any reason, whether occurring during a period when the water should have been shut-off or not.

Without regard to whether or not the unit is vacant at the time of the water overflow, seepage, intrusion, or the like, the unit owner shall be strictly liable for any damage resulting or arising from the overflow, seepage, dripping, leakage, or other flow of water from any plumbing fixture within the unit, including but not limited to, washing machines, toilets, sinks, hot water heaters, and icemaker lines and any costs incurred by the Association to remediate or make repairs after such an event may be charged back to the unit and collected as an assessment.

ARTICLE XVII, Restrictions, Section 15, of the Amended and Restated Declaration of Condominium, is amended to read as follows:

Because it is the desire of the unit owners of Laurelwood Condominium I that this be a condominium of resident unit owners, ownership in Laurelwood Condominium I is hereby restricted to one condominium unit per unit owner in Laurelwood Condominium. Title to a condominium unit may not be held by a fictional entity such as a corporation, limited liability company, or partnership; ownership shall be required to be held by a natural person or natural persons either in their individual capacity or as trustee of a trust. In the event title is held by a trustee of a trust, the owner shall disclose to the Condominium Association the beneficiaries of the trust, along with a copy of the pertinent provisions of the trust naming the beneficiaries entitled to reside in the condominium unit. The Association shall have the right to review and approve all beneficiaries of a trust as proposed purchasers if a named beneficiary at the time of the proposed transfer to trust or if added as a beneficiary of the trust at a later date; no beneficiary of a trust may occupy a unit without written approval of the Association. The trustee of the trust shall exercise all voting rights of the trust and all ownership rights, however, any beneficiary of the trust may occupy the unit upon written approval of the Association without being deemed a tenant and for occupancy purposes only shall be treated as a unit owner.

Any unit owned by a fictional entity at the time of recording this amendment shall be grandfathered in. However, any occupancy by an owner of the entity, unless such owner was an owner at the time of recording this amendment, beginning after the date of the recording of this amendment shall be subject to application and applicable application fees and written approval of the Association. No person having an ownership interest in the entity, such ownership interest being acquired after the date of recording of this amendment, shall be entitled to occupy the unit without the written approval of the Association, which such approval shall not be unreasonably withheld. Any person occupying a unit owned by a fictional entity who is not a documented owner of the entity, shall be deemed a tenant and subject to the approval process for tenants.