This instrument prepared by:

DOC# 20210591762 09/28/2021 03:41:17 PM Page 1 of 3 Rec Fee: \$27.00 Phil Diamond, Comptroller Orange County, FL SA - Ret To: MATEER & HARBERT PA



Eryn M. McConnell, Esquire MATEER & HARBERT, P.A. 225 E. Robinson Street Orlando, FL 32801

## CERTIFICATE OF APPROVAL OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF PARK LAKE VILLAS

The undersigned authorities hereby certify that the Board of Directors and the members of Park Lake Villas, Inc. ("the Association") have duly adopted the attached amendment to the Declaration of Condominium of Park Lake Villas as originally recorded in the Public Records of Orange County, Florida at Official Record Book 2418, Page 588, and as subsequently amended at Official Record Book 3376, Page 2060 *et seq.*, Official Record Book 3641, Page 1809 *et seq.* and at Document #20170528317.

The attached amendment was approved by at least 60% of the Board of Directors and ratified at the meeting held on July 25, 2021, and was approved by at least thirty-six (36) of sixty (60) total Members, representing at least sixty (60%) percent of all Members of the Association, who executed a written consent without a meeting, accumulated between August 13, 2021 and September 16, 2021, in accordance with Article 15(B) of the Declaration of Condominium of Park Lake Villas and Section 617.0701(4), Fla. Stat.

Witness our hands and seals this  $20^{12}$  day of September, 2021.

ATTEST:

Harriet Freeman, Secretary

STATE OF FLORIDA COUNTY OF ORANGE "Association" PARK LAKE VILLAS, INC.

Bv

Barbara Nelen, President 120 N. Wymorc Road Stc. 240 Maitland, FL 32751

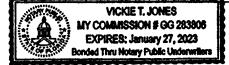
The foregoing instrument was acknowledged before me by means of  $\Box$  physical presence or  $\Box$  online notarization, this  $\underline{\mathcal{D}}$  day of September, 2021, by Barbara Nelen and Harriet Freeman, who  $\Box$  are personally known to me to be the President and Secretary, respectively, of Park Lake Villas, Inc. or  $\Box$  produced \_\_\_\_\_\_ (type of identification) as identification.

(Notarial Seal)

Notary Public - State of Florida Printed Name: Vick & Jones

Commission No.:\_

My Commission Expires:



## AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF PARK LAKE VILLAS

Proposed additions shown in bold underlining Proposed deletions shown in strikeouts Omitted but unaffected provisions are represented by \* \* \*

\* \* \*

12. The use of the Condominium property and other property and improvements in which the Association owns an interest shall be in accordance with the following provisions so long as the Condominium exists and the buildings containing the Condominium units remain in useful condition upon the land:

\* \* \*

## C. <u>Nuisances</u>.

(i) No nuisances shall be allowed or permitted upon the Condominium property or any property in which the Association owns an interest, nor shall any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and use of the Condominium property be allowed or permitted.

(ii) All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed or permitted to accumulate nor any fire hazard allowed or permitted to exist.

(iii) No unit owner shall make or permit any use of his unit or make or permit any use of the common elements or any property in which the Association owns an interest which will increase the cost of insurance on the property.

(iv) Should any Association Unit experience a power outage exceeding three (3) hours, occupants requiring alternate power sources may use batterystored backup power or solar power generators. Occupants are not permitted to use any portable electrical generator powered by fuel that emits engine exhaust, fumes, or carbon monoxide. Fuel may not be stored within any Unit. These provisions are intended to preserve the health, safety, and wellness of all occupants on the premises during such power outage. Additional guidelines consistent with these provisions and further specifying the time, location, and manner of use of external power generators may be approved by the Board of Directors and published in the Park Lake Villas Rules and Regulations.

\* \* \*

13. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any owner other than the Developer shall be subject to the following provisions as longs as the Condominium exists and the building containing the Condominium units remain in useful condition upon the land, which provisions each unit owner covenants to observe:

\* \* \*

I. Rental Limits

(i) Rental Cap. To provide for a ready source of conventional mortgage financing and notwithstanding any other provision in this Declaration to the contrary. not more than forty percent (40%) of all units in the condominium may be rented or leased at any time until January 1, 2020. After that date, not more than thirty-five percent (35%) of all units in the condominium may be rented or leased at any time until December 31, 2024. Effective January 1, 2025, the rental cap will be reduced so that not more than thirty percent (30%) of all units in the condominium may be rented or leased at any time, as registered with the Board of Directors. This amendment will apply prospectively to all new leases or rentals of units and all renewals of existing unit leases and rentals, commencing after the recording of this amendment. The Board of Directors is authorized to establish by rule a system for registering bona fide proposed leases and bona fide proposed renewals for the purpose of ensuring that the number of leased and rented units does not exceed the foregoing limits. Leases, rentals and renewals of leases and rentals shall be permitted on a first-come-first-served-basis, based upon the date that a bona fide proposed lease, rental or renewal of same is registered with the Association. Any person renting or leasing a unit in violation of this provision shall be placed at the end of the registration list and may be denied the right to lease or rent the Unit until the occupants have completely vacated the unit. Each lessee or renter with a bona fide lease shall provide a security deposit in the amount of three hundred (\$300.00) dollars to be held by the Board of Directors in case of damage to the common elements or Association property.

\* \* \*

Prepared by: Eryn M. McConnell Date: August 2, 2021

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