THIS INSTRUMENT PREPARED BY AND RETURN TO: KEVIN L. EDWARDS, ESQ. BECKER & POLIAKOFF, P.A. 6230 UNIVERSITY PARKWAY, SUITE 204 SARASOTA, FL 34240



## CERTIFICATE OF AMENDMENT TO THE COMBINED AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF PARKWAY VILLAS, A CONDOMINIUM

The undersigned officers of Parkway Villas Condominium Association, Inc., a not for profit Elorida corporation organized and existing to operate and govern Parkway Villas Condominium Association, Inc., according to the original Declaration of Condominium thereof as recorded in O.R. 4681, pages 496, et seq. (Unit No. 1), O.R. 488, pages 686, et seq. (Unit No. 2), O.R. 509, pages 191, et seq. (Unit No. 3), O.R. 529, pages 687, et seq. (Unit No. 4), O.R. 550, pages 494, et seq. (Unit No. 5), and O.R. 583, pages 464 seq. (Unit No. 6), in the public records of Manatee County and later Combined Amended and Restated Declaration of Condominium thereof as recorded in O.R. Book 02250, Page 4757, et seq., in the public records of Manatee County and all amendments thereto, hereby certifies that the following amendment to the Combined Amended and Restated Declaration of Condominium were proposed and adopted in the manner provided in the governing documents of the Association and applicable law at a duly convened meeting.

(Additions indicated by underlining, deletions by strike-through)

- 1. Amendment to Section 16 of the Combined Amended and Restated Declaration of Condominium, to read as follows:
- 16. **LEASING.** The Lease of a Villa is defined as occupancy of the Villa by any person other than the Villa Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. All leases must be in writing. Should a Villa Owner wish to Lease a Villa, he/she shall furnish the Association with a copy of the proposed Lease and the name of the proposed lessee, as well as all proposed occupants. Any person occupying the Villa after initial approval shall be subject to a separate application and approval process. The Association shall have thirty (30) days from the receipt of notice within which to approve or disapprove of the proposed Lease or proposed lessees or occupants. The Association shall give the Villa Owner written notice of its decision within said period. Failure to notify the Villa Owner shall be deemed an approval. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing is prohibited. All Leases shall be for a minimum period of sixty (60) consecutive days) and for a maximum period of one (1) year. Leases may be renewed, subject to Board approval. This section shall apply to all Villa owners, regardless of when the Villa was purchased. With the exception of Villa Owners acquiring title through inheritance. Villa Owners may not lease their Villas during the first year the first two years of ownership.

(The remainder of Section 16 remains unchanged)