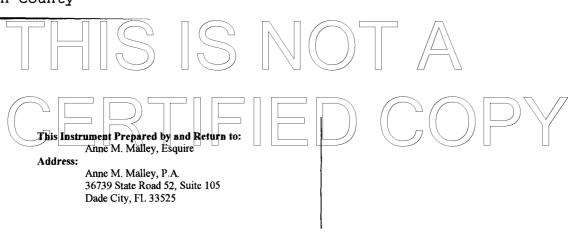
INSTRUMENT#: 2019090062, BK: 26435 PG: 877 PGS: 877 - 879 03/04/2019 at 12:58:24 PM, DEPUTY CLERK:CHALL Pat Frank, Clerk of the Circuit Court Hillsborough County



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CERTIFICATE OF AMENDMENT TO THE

DECLARATION OF PARTY WALL AGREEMENT, COMMON ROOF AGREEMENT, CROSS-EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONY OAKS TOWNHOMES

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 2019 at which a quorum was present and upon the affirmative vote of a majority of the members in accordance with the Declaration, the Declaration of party Wall Agreement, Common Roof Agreement, Cross-Easements, Covenants, Conditions and Restrictions for Colony Oaks Townhomes, recorded in O.R. 102020 at page 127, et seq., in the Public Records of Hillsborough County, Florida, be and the same is hereby amended as follows:

COLONY OAKS HOMEOWNERS ASSOCIATION, INC.

Secretary

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

On this day of Flhrvary, 2019, personally appeared before me, Joy Tapper ______, President, and John Massell ______, Secretary, of Colony Oaks Homeowners Association, Inc., who are personally known to me or produced _______ as identification and who did

take an oath.

(Corporate Seal)

CHRISTINA F. KELLY
MY COMMISSION # FF 992449
EXPIRES: May 15, 2020
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC

State of Florida at Large
My Commission Expires:

THIS IS NOT A

Prepared by and return to: Anne M. Malley, Esq.
Anne M. Malley, P.A.
36739 State Road 52 Ste 210

Dade City, FL 33525 Tel: (352) 437-5682

EXHIBIT "A"

SCHEDULE OF AMENDMENTS TO THE DECLARATION OF PARTY WALL AGREEMENT, COMMON ROOF AGREEMENT, CROSS-EASEMENTS, COVENANTS, CONDITION AND RESTRICTIONS

ADDITIONS INDICATED BY UNDERLINE DELETIONS INDICATED BY STRIKE THROUGH OMISSIONS INDICATED BY ELLIPSIS....

- 1. ARTICLE 7 RESTRICTIONS UPON INDIVIDUAL USE FOR COMMON GOOD of the Declaration is amended by adding an entirely new sections "k" and "l" to read as follows:
- k Limitation on number of Lots owned. No Lot Owner may own or hold title to more than two (2) Lots at the same time within the Community. A Lot Owner is hereafter defined for purposes of this section as a person or entity who owns a Lot individually, jointly, in common or by the entireties with another individual or entity or is an Officer, Principal or has 50% or more, controlling or majority ownership interest in any of any entity, including, but not limited to, corporation, limited liability company, partnership, joint venture, trust or other legal entity capable of holding legal title to property as a Lot Owner. Lot owner is further defined to include any person having an interest as a settlor, grantor or beneficiary of a trust holding legal title as a Lot Owner.
- l Leasing of Lots "Leasing" for the purposes of this Declaration, is defined as regular, exclusive occupancy of a Lot by any person other than the Lot Owner. For purposes hereof, occupancy by a roommate of a Lot Owner who occupies the Lot as such Lot Owner's primary residence shall not constitute Leasing hereunder. All leases shall be a minimum of twelve (12) months and Lots must be leased and occupied only in their entirety and no fraction or portion of a Lot may be leased or rented. No short-term (less than twelve (12) months) or daily lease or rental is permitted.

Lot Owners may not lease a Lot until after one (1) year from the date of acquiring title to any lot as evidenced by a deed or other instrument of

THIS IS NOT A

conveyance recorded in the Public Records of Hillsborough County, Florida. The Vot Owner leasing a Lot shall, within ten (10) days after the execution of a lease, notify the Association and any Management Firm of each lessee, and the term of the lease and provide the Association with a copy of the written lease. In ddition, the Lot Owner shall insure the Association that the lessee will provide

the Association and any Management Firm such information as deemed to be
necessary from time-to-time to ensure the health, safety and welfare of the
occupants of the complex. Sub-leasing or sub-renting of a Lot shall be strictly
prohibited. Entire Lots only may be leased, provided the occupancy is only the
prohibited. Entire Lots only may be leased, provided the occupancy to only and
lessee, their family and guests; no individual rooms may be rented and no
transient lessees may be accommodated. Each lessee shall comply with all
provisions of this Declaration, the Articles, the Bylaws and any and all Rules
and Regulations of the Association as promulgated from time-to-time, and the
lessee shall so require such compliance.
COLONY OAKS HOMEOWNERS
ASSOCIATION, INC., a Florida Corporation
_
By: Joy TAPPER Printed Name: Jagper
Japen -
Printed Name:
Its President
Attest: By: Jahn HASSIELL
Printed Name: SOHN HASSELL
Printed Name: SOHN MASSELL
Its Secretary
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH
BEFORE ME personally appeared Joy Tappo and
John Hasself , respectively as President and Secretary of the
Colony Oaks Homeowners Association, Inc., Inc., a Florida corporation, who
executed the foregoing instrument, and acknowledged to and before me that he
executed said instrument for the purposes therein expressed.
•
Sworn to and subscribed before me this 28^{μ} day of January 2019.
AX OOK
Notary Public, State of Florida
CHRISTINA F. KELLY
MY COMMISSION # FF 992449 EXPIRES: May 15, 2020 Duint Throng of Notice
EXPIRES: May 15, 2020 Print, Type or Stamp Name of Notary Bonded Thru Notary Public Underwriters
1 William 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1

Personally known to me, or [] Produced identification Type of identification produced: