

PREPARED BY AND RETURN TO:  
CIANFRONE, NIKOLOFF, GRANT, GREENBERG & SINCLAIR, P.A.  
1964 BAYSHORE BOULEVARD, SUITE A  
DUNEDIN, FL 34698

**CERTIFICATE OF AMENDMENT  
OF  
DECLARATION OF CONDOMINIUM  
FOR  
GREEN DOLPHIN PARK MID-RISE, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on January 11, 2016, by the affirmative vote of not less than sixty-seven percent (67%) of the unit owners, the Declaration of Condominium for Green Dolphin Park Mid-Rise, A Condominium, as originally recorded in P.R. Book 5465, Page 638, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium for Green Dolphin Park Mid-Rise, A Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium for Green Dolphin Park Mid-Rise, A Condominium."

IN WITNESS WHEREOF, 9<sup>th</sup> FAIRWAY CONDOMINIUM AT GREEN DOLPHIN PARK, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 5<sup>th</sup> day of February, 2016.

9<sup>th</sup> FAIRWAY CONDOMINIUM AT GREEN DOLPHIN PARK, INC.

(Corporate Seal)

By: [Signature]  
Shirley Ann George, President  
Printed Name

ATTEST:  
[Signature]  
Vincent Aceto Secretary  
Printed Name

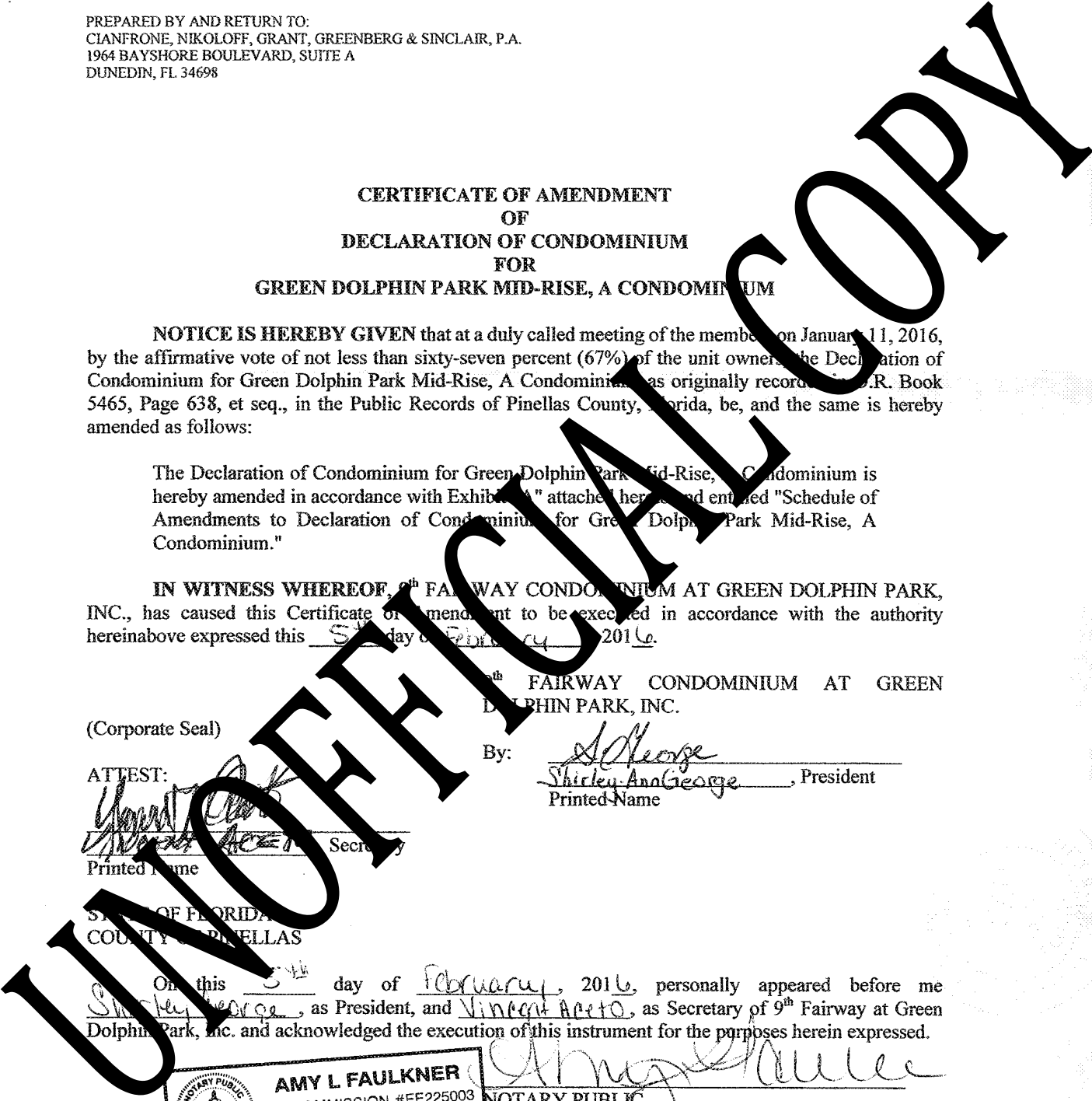
STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 5<sup>th</sup> day of February, 2016, personally appeared before me Shirley George, as President, and Vincent Aceto, as Secretary of 9<sup>th</sup> Fairway at Green Dolphin Park, Inc. and acknowledged the execution of this instrument for the purposes herein expressed.

**AMY L FAULKNER**  
MY COMMISSION #EE225003  
EXPIRES August 14, 2016  
FloridaNotaryService.com

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

CONDOMINIUM PLATS FOR THIS CONDOMINIUM HAVE BEEN RECORDED IN CONDOMINIUM PLAT BOOK 66, PAGES 78 THROUGH 83, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.



SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
FOR  
GREEN DOLPHIN PARK MID-RISE, A CONDOMINIUM

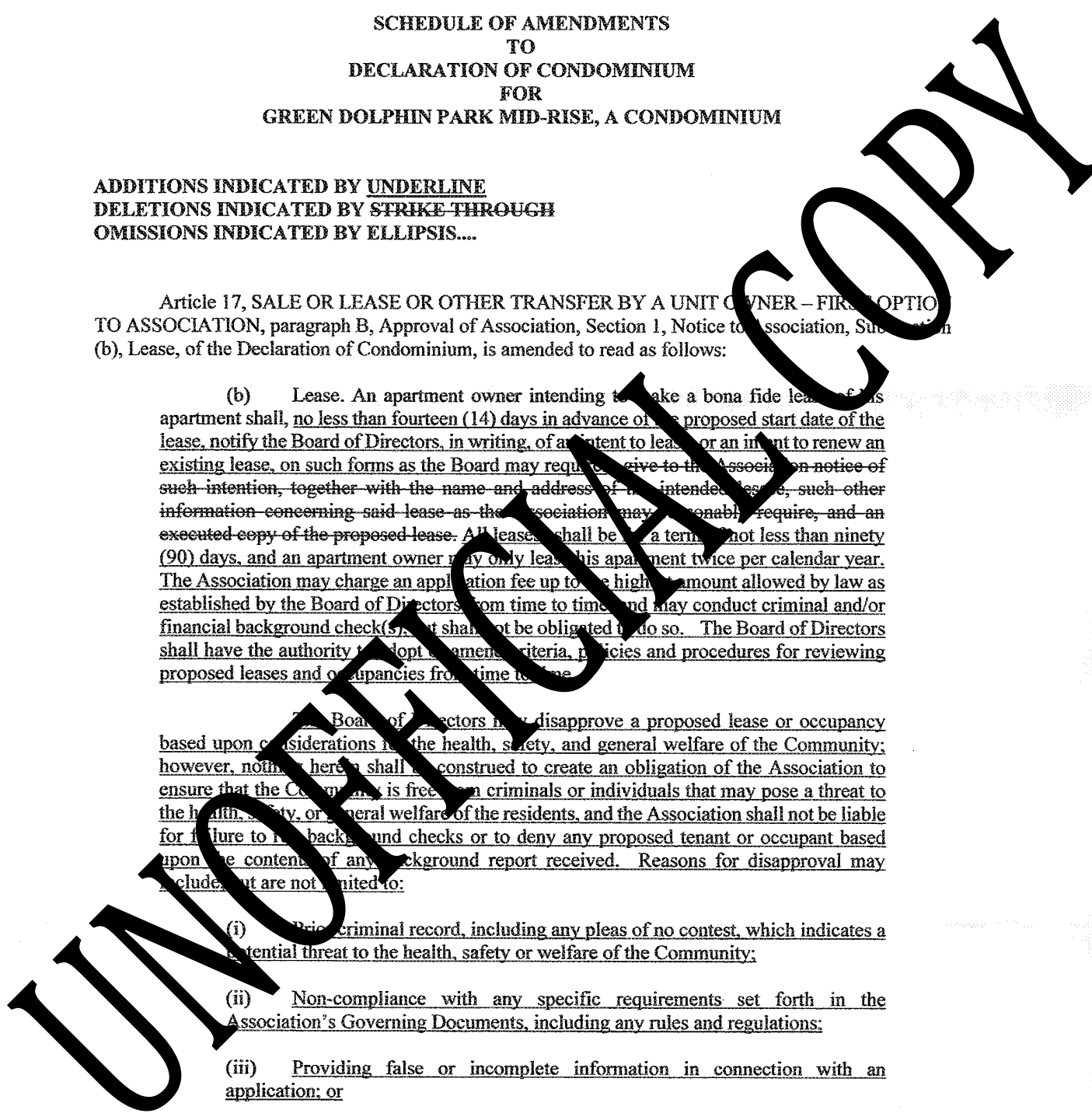
ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY STRIKE THROUGH  
OMISSIONS INDICATED BY ELLIPSIS....

Article 17, SALE OR LEASE OR OTHER TRANSFER BY A UNIT OWNER – FIRST OPTION TO ASSOCIATION, paragraph B, Approval of Association, Section 1, Notice to Association, Subsection (b), Lease, of the Declaration of Condominium, is amended to read as follows:

(b) Lease. An apartment owner intending to make a bona fide lease of his apartment shall, no less than fourteen (14) days in advance of the proposed start date of the lease, notify the Board of Directors, in writing, of an intent to lease or an intent to renew an existing lease, on such forms as the Board may require, give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning said lease as the Association may reasonably require, and an executed copy of the proposed lease. All leases shall be for a term not less than ninety (90) days, and an apartment owner may only lease his apartment twice per calendar year. The Association may charge an application fee up to the highest amount allowed by law as established by the Board of Directors from time to time, and may conduct criminal and/or financial background check(s), but shall not be obligated to do so. The Board of Directors shall have the authority to adopt its own criteria, policies and procedures for reviewing proposed leases and occupancies from time to time.

The Board of Directors may disapprove a proposed lease or occupancy based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- (i) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the Community;
- (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iii) Providing false or incomplete information in connection with an application; or



(iv) Status as a registered sex offender.

During the term of any lease, the apartment owner shall not be relieved of any obligations under the terms of the governing documents, and the apartment owner shall be liable for the actions of his tenants which may be in violation of the terms and conditions of the governing documents and any rules and regulations promulgated by the Association. The apartment owner shall be deemed to have appointed the Association as his or her agent for the purpose of enforcing the restrictions contained in the Declaration, Articles of Incorporation, By-Laws, and the rules and regulations against the tenant and the tenant's family members, guests, and invitees. The Association shall have the authority to evict the tenant(s) for violation of any of the restrictions, rules, or regulations which shall constitute a breach of any rental agreement, as an agent of the apartment owner, pursuant to Chapter 83 of the Florida Statutes. The apartment owner shall cooperate with the Association in any manner necessary to effectuate the eviction and the apartment owner shall be solely responsible for any and all costs and attorney's fees incurred by the Association in pursuing the eviction. The Association shall not be deemed a landlord for any purposes other than eviction of a tenant under the provisions of Chapter 83 of the Florida Statutes.

AND,

Article 18, LIABILITIES AND REMEDIES, paragraph A, of the Declaration of Condominium, is amended to read as follows:

A. Each unit owner shall promptly pay the monthly assessments against his family unit on or before the first day of each month, and any and all other assessments, charges and expenses so levied shall bear interest at the maximum legal rate applicable to individuals. No owner may exempt himself from any or all of the monthly assessments or other assessments by non-use or waiver of the use or enjoyment of any of the common elements, or of the facilities of the condominium or of facilities or services of the Association or by abandonment of his unit.

The Association shall have the authority to charge a late fee in the amount of Twenty-Five dollars (\$25.00) per month for any assessment or installment thereof not received by the Association by the 10th of the month. The Board of Directors may periodically adjust the late fee to an amount it determines is appropriate from time to time, up to the maximum amount allowed by law.

AND,

Article 2, USE RESTRICTIONS, paragraph B, of the Declaration of Condominium, shall be deleted in its entirety and all subsequent paragraphs are renumbered accordingly.

~~B. The unit may not be used for transient or hotel purposes. No lease or rental of unit shall be made for a period of less than thirty (30) days and all lease or rental agreements shall be writing.~~