

This instrument prepared by
Curtis D. Hamlin, Esquire
Porges, Hamlin, Knowles & Hawk, P.A.
Post Office Box 9320
Bradenton, Florida 34206
File No. 12466-02

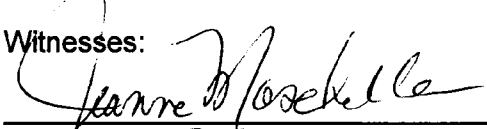
**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
WATERCREST, A CONDOMINIUM**

The undersigned officer of WaterCrest Condominium Association, Inc., the corporation in charge of the operation and control of WaterCrest, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 1997, Page 4030 et seq., of the Public Records of Manatee County, Florida, as amended, hereby certifies that the amendments set forth below were proposed and approved by the Board of Directors at a duly noticed and convened board meeting, and by not less than two-thirds of the voting interests of the members participating at a duly noticed and convened membership meeting held on March 22, 2018, which vote also constituted approval by not less than sixty (60%) of the total voting interests of the entire membership. The undersigned further certifies that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

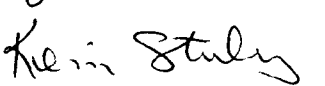
IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 27 day of March, 2018.

Witnesses:

Witnesses:

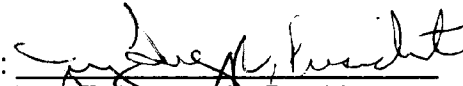


Print Name Jeanne Moschella



Print Name KEVIN STRALEY

WaterCrest Condominium
Association, Inc.

By: 

Jerry Twigg, as its President

SIGNATURES CONTINUED ON NEXT PAGE

Jeanne Moschella
Print Name Jeanne Moschella

Kevin Straley
Print Name KEVIN STRALEY

Attest: Amy Franceschini
Amy Franceschini, as its
Secretary

[CORPORATE SEAL]

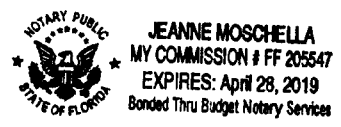
STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27th day of March, 2018 by Jerry Twiggs and Amy Franceschini, as President and Secretary, respectively, of WATERCREST CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation and who acknowledged before me that the execution thereof is their free act and deed. Who are [] personally known to me or who [] have produced _____ (type of identification) as identification and who did take an oath.

Jeanne Moschella
Notary Public
Jeanne Moschella
(Type or Print Notary Name Here)

(Affix Notary seal)

Notary Commission Number
My commission expires:



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
FOR
WATERCREST, A CONDOMINIUM**

Official Records Book 1997, Page 4030 of the Public Records of Manatee County, Florida

(Words in ~~strike-through~~ type are deletions from existing text; words in underscore type are additions. Where substantial revisions are noted, please refer to current documents for existing text.)

I. The existing **Article 13. LEASING OF UNITS, Sec. 13.1. Procedures**, Subsection (a) is amended to read as follows:

- (a) **Notice.** An Owner intending to lease his Unit must give to the Board of Directors (or its designee) written notice of such intention at least five ~~twenty~~ (~~20~~) days prior to the starting date of the proposed Lease, together with the name and address of the proposed lessee and other information about the lessee or the Lease that the Board may reasonably require and obtain approval of the proposed Lease as required by Article 14.

II. The existing **Article 13. LEASING OF UNITS, Sec. 13.2. Term of Lease and Frequency of Leasing**, is amended to read as follows:

13.2. Term of Lease and Frequency of Leasing. The minimum Lease term is thirty ~~thirty~~ ~~ninety~~ (~~30~~ ~~90~~) consecutive days. ~~No Lease may begin sooner than thirty (30) days after the beginning of the last Lease.~~ No subleasing or assignment of Lease rights by the Tenant is allowed. There may be no more than ~~six~~ four (~~6~~ 4) new Leases commenced during any calendar year. The extension of the term of an existing Lease with the same Tenant shall not be deemed a new Lease, but a Lease with a prior Tenant for a term commencing after the expiration of the Term of the prior Lease shall be deemed a new Lease.

III. The existing **ARTICLE 14. OWNERSHIP OF UNITS** is be deleted, in its entirety, and replaced with a new **ARTICLE 14. PROTECTION OF COMMUNITY INTERESTS**, which reads as follows:

ARTICLE 14.

PROTECTION OF COMMUNITY INTERESTS

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 an Owner shall be subject to the following provisions as long as the Condominium exists upon the land:

14.1 Transfers subject to approval. No Unit Owner may either acquire or dispose of any Unit by lease, sale, or other transfer of title or possession without the written consent of the Association except as hereinafter provided.

14.2 Approval by Association. The written approval of the Association that is required for the transfer of title of a Unit shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, not less than twenty (20) days prior to the scheduled closing of the sale of the Unit, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease. A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, not less than twenty (20) days before the scheduled commencement of the term of the lease, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction, ownership, or possession. If the Association disapproves of the transaction, ownership, or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. If no action is taken within fifteen (15) days by the Association, the sale is deemed approved.

(2) Lease. If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the lease is deemed approved.

(c) Approval of entity owner or purchaser. Inasmuch as the Condominium may be used only for residential purposes and an entity cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is an entity, the approval

of ownership or lease by the entity may be conditioned on notice to the Association and the approval by the Association of all persons occupying the Unit from time to time. Transient use of the Unit, which period of use shall not be less than the minimum lease term stated in Sec. 13,2, above, by persons chosen by the entity shall not be permitted. Use of a Unit by persons chosen by an entity shall be treated in the same manner as tenants.

(d) Screening Fees and Applications. The Association shall require an application for approval and the payment of a reasonable screening fee not to exceed \$100.00, or such fee set from time to time by the Association (which shall not exceed the maximum fee allowed by law) simultaneously with the giving of notice of intention to sell or lease for the purpose of enabling the Association to undertake its approval responsibilities and for defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee,.

14.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner.

(a) Sale. If the proposed transaction is a sale, and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated. in the disapproved. contract, whichever date shall be later.

(2) If the Association shall fail to purchase or provide a purchaser upon demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.

(b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, the reasons therefore, and the lease shall not be made.

14.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any institutional lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall

such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

14.5 Unauthorized transactions. Any sale, lease, or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

14.6 Notice of lien or suit.

(b) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(c) Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding, which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(d) Failure to comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial sale.

14.7 Waiver. Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute a waiver by the Association of the right to object and the sale, transfer, lease or pledge of such Unit shall be then considered valid and enforceable as having complied with this Article 14.