

Prepared by and return to:
Monique E. Parker, Esq.
Rabin Parker, P.A.
28163 U.S. 19 North, Suite 207
Clearwater, Florida 33761

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF FOUNTAIN SQUARE, A CONDOMINIUM

I hereby certify that at a duly called meeting of the members of Fountain Square Condominium Association, Inc., held on November 10, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the amendments attached hereto as EXHIBIT A to Section 11 of the Declaration of Condominium of Fountain Square, a Condominium, originally recorded in Official Records Book 5012, Pages 335 et seq., within the Public Records of Pinellas County, Florida, and as subsequently amended, were duly adopted by the membership.

IN WITNESS WHEREOF, the Fountain Square Condominium Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 13 day of November, 2015.

Dina Ayres Hyson
(Signature of Witness #1)
Dina Ayres Hyson
(Printed Name of Witness #1)
Michelle Sheldon
(Signature of Witness #2)
Michelle Sheldon
(Printed Name of Witness #2)

FOUNTAIN SQUARE
CONDOMINIUM ASSOCIATION, INC.

By: Deborah Ford
(Signature)
Deborah Ford, President
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 13 day of Nov., 2015, by Deborah Ford as president of Fountain Square Condominium Association, Inc., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

Dina Ayres Hyson
Notary Public/State of Florida
My commission expires:

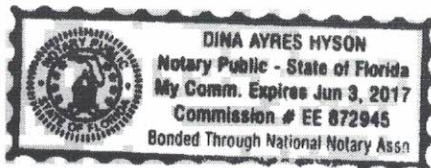


EXHIBIT A

ADOPTED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF FOUNTAIN SQUARE, A CONDOMINIUM

The following is an adopted amendment to the Declaration of Condominium of Fountain Square, a Condominium, originally recorded in Official Records Book 5012, Pages 335 et seq., within the Public Records of Pinellas County, Florida, and as subsequently amended.

Section 11, of the Declaration of Condominium of Fountain Square, a Condominium, is deleted in its entirety and replaced with the following (*Substantial rewording of cited Section. See existing provision for present text*):

11. TRANSFERS AND LEASES: In order to insure a community of congenial residents and thus protect the value of the apartments, all owners and occupants of an apartment must be approved by the Association. The transfer or lease of any apartment shall be subject to the following provisions:

11.1 Transfers. No apartment may be disposed of, or any interest therein, without approval of the Association. Prior to any such transfer, the apartment owner(s) shall give written notice to the Board of Directors of the price, anticipated closing date, a photocopy of any purchase agreement, the name and address of the person(s) to whom the proposed transfer is to be made, and such other information as may be reasonably required by the Board of Directors. The apartment owner(s) may also be required to pay a reasonable application fee in connection with the proposed transfer, and the proposed new owner(s) may be required to attend a personal interview with the Board of Directors or committee of the Association prior to the approval of such transfer. Within thirty (30) days after all information reasonably requested by the Board of Directors has been received, along with the application fee, as may be established from time to time by the Association, the Board of Directors shall either approve or disapprove of the proposed transfer and shall notify the apartment owner(s) in writing of its decision. Failure of the Board of Directors to notify the apartment owner(s) within such thirty (30) days shall be deemed approval. The apartment owner(s) shall be obligated to provide the proposed new owner(s) with a copy of the Association's governing documents and any other disclosures required by the Florida Statutes.

11.2 Leases. Only entire apartments may be leased. Rental of rooms or less than the entire apartment is prohibited. All leases and intended occupants shall be subject to prior approval of the Association. No lease shall be for a period of less than six (6) months. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, the apartment owner(s) or his or her agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board of Directors from time to time, not to exceed any

limitation imposed by the Florida Statutes. The apartment owner(s) or the intended lessee(s) shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective occupant(s) may be required to attend a personal interview with the Board of Directors or committee of the Association prior to the approval of such lease. No lease renewals, subleasing, assignment of a lease, or any change in occupancy, is permitted without further application and approval from the Board of Directors. The apartment owner(s) shall be obligated to furnish the lessee(s) with a copy of the Association's governing documents and any other disclosures required by the Florida Statutes.

11.2.1 As a condition of approval of a lease, the apartment owner(s) and lessee(s) may be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the lessee(s) to comply with the Association's governing documents and shall contain a provision appointing the Association as agent for the apartment owner(s) so the Association may act on behalf of the apartment owner(s) to enforce the lease, including eviction of the lessee(s) as deemed necessary. If a Lease Addendum is not executed, the lease shall be deemed to include such provisions. The apartment owner(s) shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of an apartment, that all assessments in regard to the apartment be current.

11.2.2 It shall be the duty of the Association to notify the apartment owner(s) of approval or disapproval of a proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview(s) of the proposed lessee(s) has taken place, and within five (5) days following the interview(s), or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the apartment owner(s) of its decision.

11.3 Reasons for potential disapproval of a transfer or lease include, without limitation:

11.3.1 Prior criminal record, which indicates a potential threat to the health, safety, or welfare of the community, including any pleas of no contest;

11.3.2 A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living; or

11.3.3 Providing false or incomplete information in connection with an application.

11.4. Disapproval. If a proposed transfer or lease is disapproved by the Association, the apartment owner(s) shall be advised in writing and the transfer or lease shall not be made.

11.5. Other Transfers. If any apartment owner(s) shall acquire his or her title by gift, devise, inheritance, judicial sale, or any other transfer not stated herein, the occupancy of the apartment shall be subject to the approval of the Association in the same manner as set forth above.

11.6 Corporate Purchasers. If the purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned upon the approval of all persons occupying the apartment in the same manner as a lease as set forth above.

11.7 Guest Occupancy. A "guest" shall be defined as an individual who visits an apartment while the apartment owner(s) or lessee(s) is/are present and from whom no compensation is received in connection with the occupancy. Apartment owners or lessees are not restricted as to the frequency of guests in an apartment, so long as the apartment owner(s) or lessee(s) is/are occupying the apartment during the entire period of time that such guests are present. Lessees are not permitted to have guests unless said lessees are present during the entire period of time that such guests are present.

11.7.1 Guests in Absence of Owner. Any guests occupying an apartment in the absence of the apartment owner(s) must be registered with the Association at least three (3) days prior to the arrival of such guest. All guests are presumed to have knowledge of, and agree to comply with the Associations governing documents.

11.7.2 Where the apartment owner(s) has/have permitted occupancy of an apartment by any individual(s) in the absence of the apartment owner(s) for more than seven (7) consecutive days or more than thirty (30) days in a calendar year, such occupancy shall be subject to approval by the Association in the manner required for lessees as set forth above, even if no compensation has been received for the use of the apartment. Successive usage by the same individual(s) or family, or movement from one apartment to another in order to circumvent this restriction will not be permitted.

11.8 When an apartment is leased, or occupied in the absence of the apartment owner(s), only the current approved occupant(s) of the apartment shall have the right to use the common elements and association property, to the exclusion of the non-resident party, regardless of whether the non-resident party is the owner of the apartment. Dual use of the common elements or association property when an apartment is leased or occupied by a guest in the absence of the owner is prohibited.

11.9 Separation of Interests. A transfer of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it, if any, and no parking space may be leased separate from the apartment to which it is appurtenant.

11.10 Prohibition on Sexual Predators and Offenders. "Sexual predators" and "sexual offenders" as those terms are defined by the Florida Statutes shall not be permitted to occupy any apartment, as a tenant or guest, for any period of time, regardless of whether an owner or approved lessee is also occupying such apartment. Any transfer or lease made in violation of this provision shall be void, and the Association may institute suit to remove the

"sexual predator" or "sexual offender" from the condominium property. Notwithstanding the foregoing, the Board of Directors acting on behalf of the Association is not under any duty to conduct a criminal background check for all occupants and in no event shall the individual Directors or the Association be liable to an owner, resident, tenant, guest or other persons on the premises for not conducting a criminal background check, or any failure to discover the criminal history of an occupant.

11.11 Mortgage. Apartment(s) owner may not execute a mortgage against his or her apartment to any entity other than a commercial lender, bank, life insurance company, or federal savings and loan association, without the approval of the Association, which shall not be unreasonably withheld.

11.12 Exceptions. The foregoing shall not apply to the Association if it acquires title an apartment through foreclosure of a lien for assessments, or a transfer by an institutional lender which acquires its title as the result of foreclosure of a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure, or through foreclosure proceedings. Neither shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale.

11.13 Unauthorized Transactions. Any mortgage, transfer, lease or occupancy of an apartment, which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Board of Directors, and the Association may institute suit to remove the unauthorized occupant(s) from the condominium property, in which event the apartment owner(s) violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association, including fees which may be incurred in pre-suit enforcement efforts, and on appeal.

END OF ADOPTED AMENDMENT