

Prepared by and return to:  
Karen Wonsetler, Esq.  
860 N. Orange Ave. Suite 135  
Orlando, FL 32801



**THIRD AMENDMENT TO THE DECLARATION FOR  
LAKESIDE MANOR CONDOMINIUM ASSOCIATION, INC.**

**THIS THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM CONDITIONS for LAKESIDE MANOR CONDOMINIUM ASSOCIATION, INC.**, a Florida not for profit corporation organized under Chapters 617 and 718 of the Florida Statutes, [hereinafter "Association"] was made and approved by an affirmative vote of the membership as proposed by the Association and verified as to the membership vote by the Board or Directors of Association, for and on behalf of the Association, its heirs, successors, assigns, and grantees.

**RECITALS:**

**WHEREAS**, that certain Declaration of Condominium for Lakeside Manor, a Condominium, is recorded in the Official Records, Book 3072, Page 1146, of the Public Records in and for Orange County, Florida [hereinafter 'Declaration'], and,

**WHEREAS**, the Declaration has previously been amended at Official Records Book 6698, Page 313 in the Public Records of Orange County, Florida; and,

**WHEREAS**, the relevant amendment to the Declaration of Condominium for Lakeside Manor Condominium Association, Inc., as recorded at Official Records Book 3072, Page 1146, Article 7(A) of the Declaration as amended states that "[t]his Declaration may be amended at a regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws by an affirmative vote of the majority of the Membership and,

**NOW THEREFORE**, the following provisions of the Declaration as amended from time to time, are hereby amended as follows and as to the following expressed extent:

**Insert amended language as referenced in Exhibit A, incorporated in full herein by reference.**

**THEREFORE**, the Association has proposed this amendment to the Declaration and affirmative vote of the majority of those present, in person or by proxy at a duly called meeting has occurred to approve the above Proposed Amendment. The Proposed Amendment shall become the current and amended provision of the Association's Declaration effective upon the recordation of this amendment in the Official Records of Orange County, Florida. The

Association shall deliver a copy of the recorded amendment to the membership within 30 days of recordation.

IN WITNESS WHEREOF, we the undersigned being the present directors of the Association, holding the offices of President and Secretary, respectively, and stating that we were present at the duly noticed meeting of the Board of Directors to confirm the affirmative membership vote of not less than majority of those present, in person or by proxy at a duly called meeting in favor of the Proposed Amendment, that we each have personal knowledge of the facts stated herein, and that any and all facts stated herein are true and correct, have hereunto set our hands and seals on this 13 day of July, 2016.


WITNESSES

“Association”

LAKESIDE MANOR CONDOMINIUM ASSOCIATION, INC. a not for profit Florida corporation

Karen S. Sherman  
Print Name: Karen S Sherman

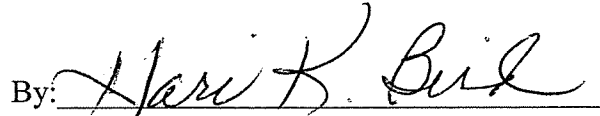
Karen S. Sherman  
Print Name: \_\_\_\_\_

By:   
its President,  
Printed Name: Matthew Cox

WITNESSES:

Robert D. McRaney  
Print Name: Robert D. McRaney

Robert D. McRaney  
Print Name: \_\_\_\_\_

By:   
its Secretary  
Printed Name: Hari K Bird

[Notary Section to follow]

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, Matthew Cox, as the President and Hari K Bird, as the Secretary, each personally known to be the persons described herein and who each executed the foregoing instrument and acknowledged before me that it was executed on behalf of the Association.

WITNESS my hand and the official seal this 13 day of July, 2016.

*Karen S. Sherman*

Notary Public, State of Florida

My commission expires: April 13, 2020



Karen S. Sherman  
Commission #FF963137  
Expires: April 13, 2020  
Bonded thru Aaron Notary

NOTARY SEAL:

**Amendments adopted by the Membership:**

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~~Strikethrough~~ indicates DELETED text & Underscore indicates NEW text

Section 21(E) No person who is or has been convicted of a violation of Section 794.011, Section 800.04, Section 827.071 or Section 847.0145, Florida Statutes, or any person designated as a “sexual predator” pursuant to Section 775.21, Florida Statutes or a “sexual offender: pursuant to Section 943.0435, Florida Statutes, or of any offense from a foreign jurisdiction substantially similar to the Florida Statutes listed herein, all of which hereinafter collectively referred to as “Sex Offenses,” regardless of whether adjudication has been withheld, may temporarily or permanently occupy, rent or reside in a Unit, residence or Dwelling Unit. Hereinafter “OFFENDER” shall refer to an individual who has been so labeled as a Sex Offender or Sex Predator for the commission of a Sex Offense and who has a legal obligation to register with the Florida Department of Law Enforcement or other similar local or federal agency which tracks the residency or location of a person who committed a Sex Offense. An OFFENDER may purchase a Unit within the Association but shall not occupy the property at any time. This restriction shall apply prospectively only from the effective date of recordation of this Amendment in the Public Records.

If subsequent to the recording of this Amendment in the Public Records an individual residing in a residence located upon a Unit within the Association as an Owner, tenant, lease, guest, family member of any individual with a possessory right, or under any other claim of possessory interest, is convicted of a Sex Offense, regardless of whether adjudication is imposed or withheld, then that OFFENDER must immediately vacate or the Owner must cause the removal of the OFFENDER from the residence and any portion of the Unit. If the OFFENDER does not vacate the Unit within 30 days of the date the Owner has been notified by the Association of the presence of the OFFENDER, then the Owner shall immediately commence eviction or ejection proceedings. If the Owner fails to commence by filing with the Clerk of Court an eviction or ejection proceeding within 30 days following the date the Owner is required to do so or fails to diligently pursue the eviction to its conclusion, that is execution of a writ of possession or ejection by the Sheriff’s office, then the Association may but will not be obligated to do so, may act as an attorney in fact for the Owner and pursue the eviction or ejection action with all legal and equitable rights of the Owner in that matter in order to bring about the removal of the OFFENDER from the Owner’s Unit. Any and all costs and expenses related to the Association pursuing legal remedies as the attorney in fact for the Owner shall be the individual and personal cost and expense of the Owner as an individual assessment to the Owner’s Unit’s ledger without further notice. In addition to the eviction or ejection action that may

be assumed by the Association, the Association may enforce the restriction against an OFFENDER who committed a Sex Offense by any and all other legal or equitable means, including but not limited to, temporary or permanent injunctive relief or specific performance, and the cost of enforcement including attorney's fees shall be the expense of the Owner as an individual assessment. The Association shall have no obligation to perform any condition precedent, including any offer of mediation, other than notifying the Owner of the presence of the OFFENDER residing within a Unit within the Association.

Each Owner hereby appoints the Association as the Owner's attorney in fact for the purpose of commencing or sustaining eviction or ejection proceedings, executing any and all documents pertaining to those related proceedings or for performing any and all requirements necessary to prosecute the matter. This power of attorney is expressly declared and acknowledged to run with the title to any and all Units located within the Association and will be binding upon Owner's heirs, personal representatives, successors and assigns or grantees of the Owner irrespective of whether so noted in a deed or other document.

Any Owner who is deemed an OFFENDER under this amendment shall not reestablish residency within the Association if at the time of the recordation of this amendment the OFFENDER is a temporary or permanent resident of a place not located within the Association. If the Owner who is deemed an OFFENDER under this Amendment permanently resided in the Unit within the Association as Owner's homestead, then at any time subsequent should the Owner move from or abandon the homestead, then the Owner forfeits any and all rights to reestablish the homestead and shall be not be permitted to reside within the Unit thereafter. If the Owner violates this section and refuses to vacate, then the Association may commence ejection or other legal and equitable proceedings against the Owner as an OFFENDER. The Association shall be entitled to all fees and costs, including attorney's fees in such a proceeding, with such monetary obligation constituting an individual assessment against the Owner.

The Association will not be liable to any Owner, occupant, tenant, family member of, guest, invitee, trespasser or to any other individual for allegation of failure of the Association to evict or eject or to take any such action against an Owner or OFFENDER related to the enforcement of this

Amendment. The Association shall have the right but not the obligation to conduct criminal background checks in any database or registry in furtherance of enforcement of this amendment.

Section 21(F) Leases and Sales- Transfers Subject to Approval. No Owner may transfer any interest in a Unit by sale, lease, transfer, gift, inheritance or any other manner without the prior written consent of the Association through its Board of Directors or a committee appointed to consider such applications. Approval shall not be unreasonably withheld and shall not be withheld for any discriminatory purposes or those purposes which are contrary to public policy.

The consent of the Association that is required for the lease or sale of a Unit shall be obtained in the following manner:

An Owner intending to sell, lease or renew a lease for his Unit or any interest in it shall send by registered or certified mail, return receipt requested, to the Association (at its principal place of doing business) written notice of such intention along with such information concerning the intended purchasers, prospective lessees and proposed occupants as the Association may reasonably require, including, but not limited to, a copy of the proposed contract to sell and proposed lease.

An Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall send by registered or certified mail, return receipt requested, to the Association (at its principal place of doing business) notice of acquiring title to the Unit together with such information concerning the Owner as the Association may reasonably require, including, but not limited to, a certified copy of the instrument evidencing the Owner's title.

Within twenty (20) days after receipt of the requisite notice and all information concerning the proposed purchaser, lessee and occupants that the Association may request and, after an interview the transaction shall be approved or denied. The Board or committee may conduct criminal background and credit verification research concerning the proposed purchaser, lessee and occupants of a Unit. The decision of the Association shall be provided to the Owner in writing. No verbal decision shall be binding.

If the proposed purchaser or lessee of a Unit is a corporation, the approval of the corporation will be conditioned upon occupancy of the Unit being limited to one Officer or Director of the corporation and his immediate family (limited to sons, daughters, parents, spouse and parents of spouse) and guests. No guest may occupy the Unit unless the identified officer or a director or one of the listed family members is also present at the same time. The corporate owner or lessee shall provide to the Association a written certificate designating that Officer or Director who will occupy the Unit. The corporation may amend such designation of the Unit occupant only with the prior written approval of the Association and no more frequently than annually.

The Association may charge a reasonable fee determined by the Board of Directors for processing the request for approval that is required herein.

The following circumstances shall be considered violations of the Association's Declaration of Condominium and the Association may disapprove an application to sell, lease, renew a lease or otherwise transfer a Unit where any of the following circumstances exist. An applicant shall fail to qualify for ownership, lease, or occupancy where one of the followings exists:

(1) There are any unresolved violations of the Association's governing documents or rules by the Owner of the Unit to which the application relates or any of the Unit's current lessees or occupants;

(2) The application reflects (or the Association otherwise discovers) that the prospective owner, lessee or occupant would, upon taking occupancy of the premises, be in violation of the governing documents or rules;

(3) The Owner is delinquent in the payment of any sums owed to the Association, whether said sums are in the form of delinquent assessments or whether said sums are owed in the form of a final judgment or other claim by the Association against the existing Owner or the Unit's current occupants;

(4) Any proposed owner, lessee or occupant of the subject property is listed on the Florida Department of Law Enforcement's Sexual Predator List or is listed on another similar such list compiled by a Florida law enforcement agency or that of another jurisdiction. An OFFENDER may purchase a Unit within the Association but shall not occupy the property at any time if they are found in to not qualify under this provision. This restriction shall apply

prospectively only from the effective date of recordation of this Amendment in the Public Records.

(5) The prospective lessee, owner or occupant or any member of the intended household has been convicted, irrespective of whether or not adjudication is imposed or withheld, of a felony or misdemeanor involving: violence to person or property, sale, distribution, manufacturing, trafficking, use or possession of a controlled substance, any sex crime including prostitution, or a crime of moral turpitude or dishonesty. An OFFENDER may purchase a Unit within the Association but shall not occupy the property at any time if they are found in to not qualify under this provision. This restriction shall apply prospectively only from the effective date of recordation of this Amendment in the Public Records.

(6) A proposed owner, lessee or occupant owner fails or refuses to provide the information reasonably requested by the Association in connection with the application process or fails to submit to an interview with the Board or committee as requested; or

(7) A proposed owner, lessee or occupant misrepresents material facts on the application or during the interview process.

Notwithstanding anything contained herein to the contrary, the Association shall have no obligation to provide a substitute purchaser or lessee in the event that the proposed transfer or lease application reflects that the proposed purchaser, lessee or occupant would, upon taking occupancy of the premises be in violation of a provision of these covenants.

Unauthorized Transactions. Any sale or lease not authorized pursuant to the provisions of this Declaration shall be void unless subsequently approved by the Association. The Association may require the removal of purchasers, tenants, residents and guests that occupy Units prior to obtaining the Association's approval pursuant to the provisions of this Declaration, including, but not limited to those purchasers, tenants, residents and guests who fail to submit all necessary materials to the Association or submit to an interview.

The foregoing provisions shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as the result of a deed from the Mortgagor in lieu of foreclosure or through foreclosure proceedings. Such provisions shall not require the approval of the Institutional Mortgagee that acquires the title to a Unit at a duly advertised public sale with open bidding as provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale, or tax sale or that acquires its



\*title by acceptance of a deed in lieu of foreclosure. Should an Institutional Mortgagee acquire title to a Unit as hereinabove provided, it shall immediately thereafter notify the Association of such fact. Any purchaser from an Institutional Mortgagee, other than the Association, shall thereafter be subject to all of the provisions of this instrument, including approval requirements as required elsewhere herein.

Any purported sale, mortgage or other transfer where the approval of the Association is required, but not granted, or any sale, lease or other transfer in violation of the provisions of this Declaration, shall be voidable at any time at the election of the Association by its Board of Directors. If the Board of Directors shall so elect, the Owner shall be deemed to have authorized and empowered the Association to institute legal proceedings to void the subject conveyance or transfer. Said Owner shall reimburse the Association for all expenses (including attorneys' fees, costs and disbursements) incurred in connection with such proceedings.

None of the provisions of this Article shall apply to a transfer between spouses and shall not apply to transfers to a trust where the beneficiary of the trust is the seller.

