

This instrument prepared by
Curtis D. Hamlin, Esquire
Porges, Hamlin, Knowles & Hawk, P.A.
Post Office Box 9320
Bradenton, Florida 34206
File No. 9717- 02

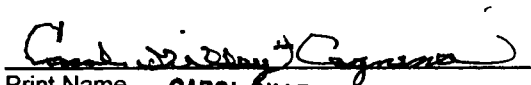
**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
OF WATER OAK**

The undersigned officers of WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, INC., a not-for-profit Florida corporation, ("Association") being the entity responsible for the operation and maintenance of a residential community known as WATER OAK in Manatee County, Florida, pursuant to the Declaration of Maintenance and Land Use Provisions of Water Oak as recorded in O. R. Book1665, Page 6449, et. seq. of the Public Records of Manatee County, Florida, as the Declaration may have been amended through the date hereof, hereby certify that the following Amendments to the Declaration were duly adopted on June 4, 2019 at a meeting of the Members of the Association in the manner provided in Section 7.2 of the Declaration by obtaining in excess of the requisite majority written consent of the Owners of a majority of the Lots in the Subdivision. The undersigned further certify that the amendments were proposed and adopted in accordance with the Bylaws of the Association, and applicable law.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 25th day of June, 2019.

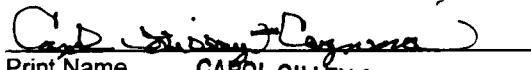
Witnesses:


Print Name CURTIS D. HAMLIN



Print Name CAROL GILLEY-CAGNINA

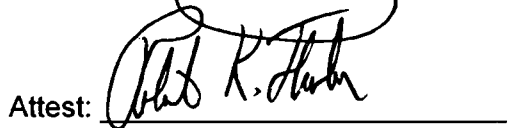
Witnesses:


Print Name CURTIS D. HAMLIN


Print Name CAROL GILLEY-CAGNINA

WATER OAK HOMEOWNERS'
ASSOCIATION OF MANATEE, INC.

By: 
Mike Sassano, as its President

Attest: 
Robert Thurber, as its Secretary

[CORPORATE SEAL]

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was sworn to, subscribed and acknowledged before me this 25th day of June, 2019 by Mike Sassano and Robert Thurber, as President and Secretary, respectively, of WATER OAK HOMEOWNERS' ASSOCIATION OF MANATEE, 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 Id. driver licenses (type of identification) as identification and who did take an oath.



(Affix Notary seal)

Carol Gilley-Cagnina
Notary Public

CAROL GILLEY-CAGNINA
(Type or Print Notary Name Here)

Notary Commission Number
My commission expires:

AMENDMENTS TO THE DECLARATION OF MAINTENANCE AND LAND USE

PROVISIONS OF WATER OAK

O.R. BOOK 1665, PAGE 6449, t. seq.

(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.)

1. The existing **Article IV, USE RESTRICTIONS, Section 4.2, Leasing of Units**, is deleted, in its entirety, and a new Section 4.2, Leasing of Units, is inserted which shall read as follows:

Section 4.2 Leasing of Units.

All leases (which term shall be deemed to include any proposed occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to any fee, service, gratuity or emolument) of Units shall be subject to the restrictions contained herein.

(a) Application and Right of Approval. The Board shall have the authority to adopt and implement procedures for application and approval of the leasing of Units within Water Oak. Along with the application, the applicant shall be required to provide any application fee, a copy of the proposed lease, and all application materials shall be provided to the Association at least Ten (10) days prior to any proposed occupancy of a Unit by a prospective tenant. Any lease to a third party shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Subdivision, as the same may be amended from time to time.

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this Article IV, Section 4.2, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap; provided, however, the Association shall neither have the duty to provide an alternate tenant in the event the Association disapproves a lease or Lessee nor shall the Association have the obligation to lease the Unit from the Owner in the event of such disapproval of either a prospective tenant of a Unit.

Application, Transfer or Screening Fee. The Board shall have the authority to impose an application, transfer or screening fee up to the highest amount permitted by law. The amount of the application fee shall be determined by the Board from time to time to cover the cost of background checks and credit checks on prospective tenants or occupants of a Unit who are over the age of 18 and other administrative costs that will be incurred by the Association in connection with the leasing of a Unit by an Owner. Application fees are non-refundable and payable at the time the application is filed with the Association.

(b) Limitations. Each unit owner shall be required to own their home for a period of no less than two (2) years prior to being able to lease their Unit. There shall be no subleasing of Units or assignment of leases unless the prior written approval of the proposed sublease or assignment of a lease is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. No unit shall be rented for less than six (6) months at a time.

(c) Suspension of Right to Rent a Unit. Failure to adhere to these rules regarding rental of Units, will result in the Owner forfeiting the right to rent the Owner's Unit for a period of five (5) years.