

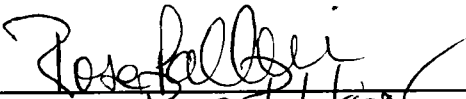
This instrument prepared by:
James C. Turffs, Esq.
Porges, Hamlin, Knowles & Hawk, P.A.
1205 Manatee Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
OF
WATER OAK HOMEOWNERS ASSOCIATION OF MANATEE, INC.**


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 Official Records Book 1665, 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 July 13, 2021 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 13 day of July 2021.

Witnesses:


Print Name: Rose Lakian

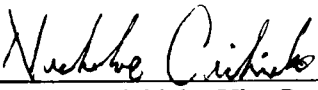
WATER OAK HOMEOWNERS
ASSOCIATION OF MANATEE, INC.


Antaeus Balevre, President


Print Name: NECCIDA K ADAMS

Witnesses

Print Name: _____


Nicholas Cichielo, Vice President

Print Name: _____

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was sworn to, subscribed, and acknowledged before me on this 14 day of July 2021 by Antaeus Balevre and Nicholas Cichiolo as President and Vice President, 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 therefor is their free act and deed. They are personally known to me or have produced _____ as identification and who did take an oath.

[Handwritten Signature]

Notary Public

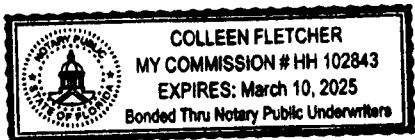
Colleen Fletcher

Type or Print Notary Name

HH 102843

Notary Commission Number

My Commission Expires: 3/10/2025



(SEAL)

AMENDMENTS TO THE DECLARATION OF MAINTENANCE AND LAND USE
PROVISIONS OF WATER OAK
O.R. BOOK 1665, PAGE 6449, et. seq.

(Additions are underlined and deletions are indicated by ~~strikethrough~~.)

1. The following provision is added to Article IV, Use Restrictions, and is inserted to read as follows:

Section 4.1 General.

(ii) Limitations on Corporate Ownership. At no time shall title and ownership of any Lot be vested in any entity, including but not limited to, corporations, partnerships, business trusts and limited liability companies, whether foreign or domestic, other than natural persons, provided, however, that any entity owning a unit at the time this amendment is recorded may continue to do so but may not acquire ownership, in any manner whatsoever, of any Lots after that time. This provision shall not apply to corporate mortgagees acquiring title to a Lot through foreclosure.

2. The existing Article IV, Use Restrictions, Section 4.2 Leasing of Units, as amended in O.R. Book 2788, Page 5876, is further amended to read as follows:

~~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.~~

In order to maintain a community of residents who are aware of their responsibilities under this Declaration and the By-Laws, and thus enabling the Association to accomplish its intended purposes, all leases (which term shall be deemed to include any proposed occupancy of a Unit by persons other than the Owner and which are arranged or secured through the Unit Owner, Airbnb, VRBO, real estate brokerages, or any other services providing for the short or long term rental of real property) 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) Association Restrictions. Every Owner leasing a Unit is required to provide all tenants and occupants of a Unit with access to copies of the Declaration and the Associations rules and regulations and to inform the occupants of the Unit that all occupants are required to comply with all the restrictions contained in the Association's governing documents. All leases shall include a provision, or be deemed to include a provision, permitting the Association authority, and standing to evict any tenant of an Owner who is in material breach or material violation of the lease agreement of this Declaration or the rules and regulations of the Association. All leases shall comply with and be subject to the provisions of this Declaration, the By-Laws, and Rules and Regulations of the Association and the provisions of same shall be deemed expressly incorporated into any lease of a Unit. Occupancy of Units by the Owner's friends, relatives or any other party while the Owner does not reside within the Unit shall be deemed a tenancy or lease subject to approval by a Board member and or the terms of this Article IV, Section 4.2 regardless of whether there is a written lease agreement or whether any payment is received by the Owner in consideration of the occupancy of the Unit, and such tenancy shall be subject to all application and approval requirements in this provision.

(b)(c) 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 Owner may have more than two (2) Units subject to a lease in any twelve (12) month period. Timeshares and subleasing of Units is expressly prohibited. No unit shall be rented for less than six (6) months or more than one (1) year at a time.

(d) Rental Cap Provisions. In addition to the provisions set forth in subsections (a) through (c) above, the leasing of Units within Water Oak shall be subject to the following additional restrictions:

(1) General. Ownership of Units within Water Oak solely for the purpose of an investment, speculation, or as a rental business is discouraged by the Association. The Association has an interest in establishing and controlling a "ceiling" on the number of Units within Water Oak that may be leased at any point in time.

(2) Rental Cap – Maximum Number of Rental Units. Effective upon the date this Amendment is recorded in the Public Records of Manatee County, Florida, the maximum number of rental Units at any given time for all Owners shall be fifteen percent (15%), i.e., twenty-five (25) Units within Water Oak ("Rent Cap Amount"). Units owned by the Association shall not be counted toward any determination of the Rent Cap Amount. Any Owner whose Unit is rented subject to an approved Lease as of the effective date of this Amendment, even if the properties leased exceed the fifteen percent (15%) rental cap, shall be allowed to continue leasing activities under the provisions of this Section 4.2, subsections (a) through (c), above, until the Unit is sold or conveyed to a new Owner or until the tenant of the Unit as of the effective date of this Amendment vacates the Unit and such rented Unit shall be counted towards the maximum number of Units that may be rented under the Rent Cap Amount. Upon such sale or termination of a qualifying tenancy, the Unit may no longer be rented until the Owner shall have owned the Unit for at least two (2) years and the Owner shall have obtained a "Rental Authorization" to lease the Unit as hereafter provided in subsection (e), below. Any Owner engaged in leasing activity must, upon the sale or conveyance of said unit, notify any potential buyer or person taking title of the existence of the Rent Cap Amount and the other restrictions upon leasing set forth in this Sec. 4.2.

~~(e) 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.~~

(e) Suspension of Right to Rent a Unit. Failure to adhere to these rules regarding rental of Units, including the rental of a Unit without having first received a Rental Authorization, will result in the Owner forfeiting the right to rent the Owner's Unit for a period of five (5) years.