

MARYANNE MORSE, CLERK OF CIRCUIT COURT
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Instrument prepared by and return to:
Thomas R. Slaten, Jr.
LARSEN & ASSOCIATES, P.A.
55 E. Pine Street
Orlando, FL 32801
(407) 841-6555

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CELERY LAKES AND BY-LAWS OF CELERY LAKES HOMEOWNERS
ASSOCIATION, INC.**

WHEREAS, that certain Declaration of Covenants, Conditions, and Restrictions for Celery Lakes (hereinafter the "Declaration") is recorded at Official Records Book 4850, Page 1871, Public Records of Seminole County, Florida; and

WHEREAS, the BY-LAWS OF CELERY LAKES HOMEOWNERS ASSOCIATION, INC. (hereinafter the "By-Laws") is recorded at Official Records Book 4850, Page 1926, Public Records of Seminole County, Florida; and

WHEREAS, a majority of the Board of Directors and at least two-thirds (2/3) of the members voting in person or by proxy at a duly called meeting of the members of the Celery Lakes Homeowners Association, Inc. held on January 22, 2007 approved amending the Declaration and By-Laws governing the community.

NOW, THEREFORE, pursuant to the Amendment procedure set forth in said Declaration and Bylaws, the following Amendments are hereby made:

1. Article IX, Section 31 of the Declaration of Covenants, Conditions and Restrictions is added to read as follows:

Section 31. Garage Sales. No garage, rummage, yard or similar type sale may be held anywhere on the Property, including Lots or Dwellings, except for a community wide sale approved by the Board and organized and managed by the Association.

2. Article IX, Section 20 of the Declaration of Covenants, Conditions and restrictions is amended to read as follows.

Section 20. Use, Rentals. Lots shall be used for single family residential purposed only, provided, however, ~~there shall be no prohibition, or minimum time period, imposed on the lease or rental of any Lot or Dwelling. Lots and Dwellings may be rented for any length of time without restriction, including by way of example short term rentals of one month or less~~ with regard to leasing or renting Lots and Dwellings, the following restrictions shall apply:

A. General. In order to foster a stable residential community, prevent a transient community and eliminate certain problems the community has encountered due to the leasing of Lots, the leasing of Lots and Dwellings are subject to the

following restrictions:

(1) Notwithstanding anything contained in this Declaration to the contrary, every record Owner taking fee simple title to a Lot within the Property subsequent to the date of the recording of this provision in the Public Records shall not lease or rent their Lot and/or Dwelling.

(2) Any Record Owner who has taken fee simple title to a Lot within the Property prior to said recording date may continue to lease or rent their Lot and Dwelling together provided the Owner complies with the requirements contained in this Section 20.

(3) The effective date of this Section 20 shall be the date of its recording in the Public Records of Seminole County, Florida.

B. Lease Approval. Leasing of a Lot and Dwelling pursuant to Section 20(A)2, above, is conditioned upon the Association's Board of Directors approving the lease/rental request pursuant to the following procedures:

(1) Notice by the Unit Owner. An Owner intending to lease his or her Lot and Dwelling shall give to the Board of Directors or its designee written notice of such intention, along with a copy of the proposed lease, at least fourteen (14) days prior to the desired first day of occupancy or expiration of previously executed lease, and such other information as the Board may reasonably require.

(2) Any allowed leases of Lots and Dwellings must be in writing and must be for a minimum term of one (1) year. The Owner may only lease his or her entire Lot and Dwelling together. No Lot and Dwelling shall ever be rented for hotel or transient purposes.

(3) Board Action. After the required notice and all information requested have been provided, the Board shall have seven (7) days in which to approve or disapprove the proposed lease/rental request. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval of the lease/rental request.

C. Lease Disapproval. A proposed lease/rental request shall be disapproved only if a majority of the Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Owner is delinquent in the payment of assessments or fines at the time the application is considered;

(2) the Owner has a history of leasing his Lot and Dwelling without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Lot and Dwelling;

(3) the real estate company or rental agent handling the leasing

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transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions and rules and regulations of the community;

(5) the Owner fails to give proper notice of his intention to lease his Lot and Dwelling to the Board of Directors.

D. Lessee Approval. If the lease/rental request is approved pursuant to Sections 20(A) and 20(B), then the Association's Board of Directors shall approve or disapprove of the prospective tenant(s) pursuant to the following procedure:

(1) Notice by the Unit Owner. An Owner intending to lease his or her Lot and Dwelling shall give to the Board of Directors or its designee written notice of proposed tenants, along with a copy of the fully executed lease and complete criminal background check information, prior to the first day of occupancy, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his or her spouse, if any, as a pre-condition of approval.

(2) Board Action. After the required notice and all information and interviews requested have been provided and received, the Board shall have seven (7) days in which to approve or disapprove the proposed lessee. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval of the lessee.

E. Lessee Disapproval. Prospective tenant(s) shall be disapproved only if a majority of the Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, including, without limitation, sexual offenses;

(2) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(3) the prospective lessee evidences a strong probability of financial irresponsibility;

(4) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association's covenants, restrictions or rules;

(5) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required fees and/or security

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deposit is not paid:

F. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease/rental request and/or tenant(s). Any lease entered into without approval may, at the option of the Board, be treated as void, and the Association may cure a violation of this Section 20 by any legal or equitable remedies which may be available to enforce the covenants and restrictions contained in this Declaration, including fining any Owner or tenant for violations of these provisions as provided elsewhere in this Declaration or the By-Laws.

G. Upon transfer of title from an Owner who is entitled to lease, the right to lease shall terminate and the Lot, Dwelling and new Owner shall be subject to the prohibition of leasing set forth in Section 20 (A) 1 above. "Transfer of title" shall mean any change in ownership, whether recorded in the Public Records or not, including a sale or contract for deed transfer.

H. Prohibition of Leasing. Lots and Dwellings which may not be leased shall only be occupied by the Owner and his or her family and guests. "Guest" is defined as any person who is not the Lot Owner or a lessee or a member of the Owner's or lessee's family, who is physically present in, or occupies the Lot and Dwelling, on a purely temporary, short term, inconsistent, basis with the Owner and his or her family. Any individual who does not fall within this definition of guest shall be deemed to be a lessee, regardless of whether such individual pay(s) rent or other remuneration. "Owner Occupied Dwelling" is defined as a Dwelling in which the Owner and his or her family and guests reside, that is not being leased or rented to third parties.

3. Article VI, Section 1(a) and Section 5 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

Section 1. Lien and Personal Obligation Nonpayment.

(a) Declarant, for each lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Association: (1) annual assessments or charges, (2) special assessments, (3) individual assessments, and (4) a ~~one-time-only~~ start-up assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, shall be a charge and a continuing lien upon the Lot against which such assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be in personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with interest, late charges, and collection costs, shall be secured by a continuing lien on the Lot as to which assessment accrued, and upon any Dwelling located thereon.

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Such lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any mortgage. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them.

If the delinquent assessment or installment thereon is not paid within thirty (30) days after the due date, same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such assessment the aforesaid interest, late charges, collection costs and attorneys' and paralegals' fees, and fees and collection costs shall be recoverable whether or not suit be brought. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, encumber, use or otherwise deal with the Lot and any Dwelling thereon as owner thereof.

Section 5. Commencement Dates; Start-Up Assessment; Initial Annual Assessment; Due Dates. Annual assessments on the Lots in the Property shall commence upon the closing of the first Lot in the property to a bona fide third party purchaser. The annual assessment for the Property for the calendar year 2002 shall be Two-hundred-dollars 00/100 (\$200.00) per Lot. At the closing of the sale of each Lot in the Property ~~by Declarant to the first purchaser from Declarant, the~~ each and every purchaser shall pay to the Association (i) a one time Start-Up Assessment in the amount of One-hundred twenty five (\$125.00), and (ii) the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing through the end of the calendar year. Thereafter, annual assessments shall be due, in advance, on or before the commencement of the Association fiscal year for which imposed; but the Board may elect to collect annual assessments in monthly, quarterly or semi-annual installments. In the event of such deferred payments, the Board may but shall not be required to charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any annual assessment upon default in the payment of any installment thereon. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. The Start-Up Assessment must be paid by each subsequent purchaser of a Lot. After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of said Lot shall not be required to pay said Start-Up Assessment.

4. Article XI of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

The holders of at least two-thirds (2/3) of the votes in the Association (without regard to class) may change or amend any provisions hereof either (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared,

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and having the same recorded in the Public Records of Seminole County. Any proposed amendment may be initiated by Declarant, the Association, or petition signed by ten percent (10%) if the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least fifteen (15) ~~thirty (30)~~ days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, the affirmative vote required for adoption shall be two-thirds (2/3) of the votes of the Members (without regard to class) cast in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to reply upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment, or the certified copy of the duly adopted resolution among the Public Records of Seminole County.

5. Article XV of the By-Laws of Celery Lakes Homeowners Association, Inc. is amended to read as follows:

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual, special, start-up and individual assessments which are secured by a lien upon the property against which the assessment is made. The Association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

CELERY LAKES HOMEOWNERS ASSOCIATION, INC.

WITNESSES:

Made Montgomery
Print Name: Made Montgomery

BY: Gary Einstein
GARY EINSTEIN, President
Address: 314 FAIRFIELD DR
SANFORD FL 32771

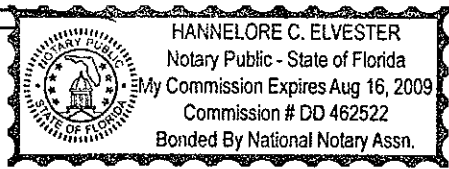
Hannelore C. Elvester
Print Name: Hannelore C. Elvester

Date: 5/22/07

STATE OF FLORIDA
COUNTY OF Seminole

THE FOREGOING instrument was acknowledged before me this 22 day May of 2007, by Gary Einstein, President, who is personally known to me or produced identification (type of identification produced) _____ and who did/did not take an oath.

Hannelore C. Elvester
Notary Signature



Notary Stamp or Seal:

CELERY LAKES HOMEOWNERS
ASSOCIATION, INC.

WITNESSES:

~~Mave Perry~~

BY: _____

Print Name: Herman Perry
Mave Perry

Herman Perry, Secretary
Address: 364 Fairfield Drive
Sanford, Fla.

C. Buddys

Date: 5-21-2007

Print Name: Chris Giddings

STATE OF FLORIDA
COUNTY OF Seminole

THE FOREGOING instrument was acknowledged before me this 21 day MAY
of _____, 2007, by Herman Perry, Secretary, who is personally
known to me or produced identification (type of identification produced) _____
and who did/did not take an oath.

Pamela Einstein
Notary Signature

Notary Stamp or Seal:

