

Prepared By and Return To:
Cianfrone, Nikoloff, Grant,
Greenberg & Sinclair, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
FOR
GULF FRONT LAGOON, A CONDOMINIUM
AND
CERTIFICATE AS TO AMENDED AND RESTATED
BYLAWS OF GULF FRONT LAGOON CONDOMINIUM ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called and noticed meeting of the members of Gulf Front Lagoon Condominium Association, Inc., held on November 10, 2015, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the Declaration of Condominium for Gulf Front Lagoon, a Condominium, as originally recorded in O.R. Book 6697, Page 1902, et. seq. of the Public Records of Pinellas County, Florida, and as thereafter amended ("Declaration"), was and is hereby further amended as provided on Exhibit "A" attached hereto, entitled "Schedule of Amendments to Declaration of Condominium of Gulf Front Lagoon, A Condominium," and incorporated herein, said amendments being duly adopted by no less than 2/3 of the Voting Representatives who cast their vote, and by no less than 2/3 of the Board of Directors at that duly called and noticed meeting held on November 10, 2015, pursuant to Article 29 of the Declaration.

NOTICE IS ALSO HEREBY GIVEN that attached hereto as Exhibit "B", and hereby annexed to the above-referenced duly recorded amendment to the aforementioned Declaration, are the Amended and Restated Bylaws of Gulf Front Lagoon Condominium Association, Inc., which were originally recorded as Exhibit "D" to the aforementioned Declaration and were thereafter amended ("Bylaws"). Said Amended and Restated Bylaws were properly approved by the affirmative vote of no less than a majority of the membership at that meeting duly called, noticed and held on November 10, 2015, and hereby completely amend and restate the previously recorded Bylaws and any and all previously filed amendments thereto. The proposals for these amendments were presented to the membership, pursuant to Florida Statutes, with underlines and hyphens to show changes. However, a clean copy of the Amended and Restated Bylaws with all approved changes are hereby being recorded for ease of understanding and reading. Substantial rewording of the Bylaws. See previously recorded Bylaws and amendments for previous text.

IN WITNESS WHEREOF, GULF FRONT LAGOON CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 23rd day of November, 2015.

GULF FRONT LAGOON CONDOMINIUM
ASSOCIATION, INC.

John R. Hollowed
Witness Signature
JOHN R. HOLLOWED
Witness Printed Name

By: KWR
Kenneth W. Richardson President
Printed Name

[Signature]
Witness Signature
Catherine C. Gangloff
Witness Printed Name

(Corporate Seal)

ATTEST:
William L. Neef
Secretary
Printed Name
William L. Neef


John B. Hollowed
Witness Signature
JOHN B. HOLLOWED
Witness Printed Name

[Signature]
Witness Signature
Catherine C. Gangloff
Witness Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 23rd day of November, 2015, by Kenneth Richards as President, and William Neef, as Secretary, of GULF FRONT LAGOON CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced Personally Known as identification.

[Signature]
NOTARY PUBLIC
State of Florida at Large
My Commission Expires

 PATTI BATTISTA
MY COMMISSION # FF 222861
EXPIRES: August 21, 2019
Bonded Thru Budget Notary Services

SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM
FOR
GULF FRONT LAGOON, A CONDOMINIUM

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. Section 4, Survey and Description, Section 4.02 of the Declaration shall be deleted in its entirety, as follows:

~~4.02 — Developer reserves the right to change the interior design or arrangement of all Units as long as Developer owns the Units so changed and altered, and provided such change shall be reflected by an amendment of this Declaration. Any amendment for such purpose need be signed and acknowledged only by Developer and the Mortgagee of said Units, if any, and need not be approved by the Association or Unit Owners, anything herein to the contrary notwithstanding.~~

2. Section 4, Survey and Description, Section 4.03 of the Declaration shall be deleted in its entirety, as follows:

~~4.03 — Developer reserves the right to alter the configuration or size of the Units so long as Developer owns the Units so altered; to increase or decrease the number of Units and to alter the boundaries or configuration of the Common Elements; provided that any such alterations shall only affect the percentage of ownership of Common Elements of the Units being altered and that no such change shall be made without amendment of this Declaration. An amendment for such purpose need be signed and acknowledged only by Developer and by the Mortgagee of Units affected, where said Units are encumbered by individual mortgages or where they are included in an overall construction mortgage on the Condominium buildings, and such amendment shall not require the approval of Unit Owners or of the Association.~~

3. Section 4, Survey and Description, Section 4.04 of the Declaration, shall be deleted in its entirety, as follows:

~~4.04 — Developer reserves the right to expand or add to the common elements of the Condominium so long as Developer offers Units for sale in the ordinary course of business; provided such change shall be reflected by an amendment of this Declaration. Any amendment for such purpose needs to be signed and acknowledged only by Developer and need not be approved by the Association or Unit Owners.~~

4. Section 4, Survey and Description, Section 4.05 of the Declaration, shall be deleted in its entirety, as follows:

~~4.05 — Developer reserves the right to itself or the Board to amend this Declaration in order to correct any legal description, survey, plot plan or other description contained in Exhibit A, which may be incorrect by reason of a scrivener's error or surveyor's error. Said amendment shall expressly describe the error being corrected, as well as include the corrected description. An amendment for such purpose need be signed and acknowledged only by Developer or the Board as appropriate. Additionally, Developer or the Board may correct any legal description, survey, plot plan or other description contained~~

~~in Exhibit A in order to conform any portion of Exhibit A to the as-built description of such property as it actually exists at the time of the amendment; provided, however, no change shall materially affect the Common Elements.~~

5. Section 8, Common Elements, Subsection 8.01(a)(4) and Subsection 8.01(a)(7) are hereby deleted in their entirety, and the remainder of the provision renumbered accordingly, as follows:

8.01 Common Elements includes within its meaning the following:

- (a) All Condominium Property which is not included within the Units, including:
- ...
- ~~(4) Manager's office, if any,~~
 - ~~(5)(4) All parking spaces and storage areas,~~
 - ~~(6)(5) lighting fixtures utilized to illuminate the Common Elements, and~~
 - ~~(7) All balconies, if any, and~~
 - ~~(8)(6) All tangible personal property required for the maintenance and operation of the Condominium and for the common use and enjoyment of the Unit Owners.~~

6. Section 8, Common Elements, Subsection 8.04 of the Declaration shall be amended as follows:

8.04 Every Unit Owner in this Condominium shall be a member of the Tarpon Club Association, Inc., a Florida corporation not-for-profit (the "Club Association"). The Club Association will become the owner of certain recreational facilities which are described in the Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club. Said recreational facilities will be used in common by the members of the Club Association in accordance with the terms of said Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club. The maximum number of residential units which may have membership in the Club Association shall be the actual number of residential units located within Gulf Front Lagoon permitted by law, but never higher than 190. All members shall contribute to the operation, maintenance, upkeep and replacement of said recreational facilities in accordance with the terms of said Declaration of Maintenance Covenants and Restrictions and Easements for Tarpon Club.

7. Section 8, Common Elements, Subsection 8.05 of the Declaration shall be deleted in its entirety as follows:

~~8.05 The Developer hereby reserves the right, so long as it owns any Unit in this Condominium, to construct additional parking spaces on the Condominium Property, which spaces shall constitute part of the Common Elements.~~

8. Section 10, Limited Common Elements, Subsection 10.01 of the Declaration shall be amended as follows:

10.01 The Limited Common Elements are depicted on the survey, floor and plot plans set forth as part of Exhibit A attached hereto, and include any items which serve only one unit, including, but not limited to, the covered parking spaces assigned to each Unit, the air conditioner, windows, terraces and balconies, window and balcony glass, doors, screens and associated hardware.

9. Section 12, Limitation Upon Improvement of Common Elements and Limited Common Elements, Subsection 12.01 of the Declaration shall be amended to read as follows:

12.01 There shall be no material alterations or substantial additions to the Common Elements or Limited Common Elements, or Association Property except by ~~amendment or as otherwise provided in this Declaration~~ the approval of not less than two-thirds (2/3) of the Board of Directors plus two-thirds (2/3) of those Voting Representatives present and voting at a duly called meeting of the members at which a quorum is obtained. The Board of Directors, by a majority vote of those directors present at a properly noticed meeting of the Board of Directors, may approve "minor" alterations, or additions and subtractions to the Common Elements, Limited Common Elements or Association Property, without a vote of the Voting Representatives of the Association. For purposes of this provision, "minor" alterations, additions or subtractions which may hereby be approved by a vote of the Board of Directors alone, shall be those costing \$2,000 or less in the aggregate in any calendar year. Any addition, alteration or subtraction costing more than \$2,000 in the aggregate in any calendar year shall be considered for these purposes a "material" addition, alteration or subtraction for which the aforementioned approval of the Voting Representatives shall be required.

10. Section 15, Easements, Subsection 15.01, Subparagraph (a), of the Declaration, is hereby amended to read as follows:

(a) Ingress and Egress: A nonexclusive easement for the use and benefit of the Owners and occupants of any Unit and all members of the TARPON CLUB ASSOCIATION, INC., a Florida corporation not for profit (the "Club Association"), including those persons who become members by annexation to the Club Association, their guests and invitees (the Undeveloped Parcel and North Parcel as defined in the Declaration of Covenants recorded in O.R. Book 6697 beginning at page 1974, Pinellas County Public Records as amended) shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, roads, streets, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements, ~~if any, granted by Developer~~ shall provide reasonable access to the public ways. In addition, the Developer, or its successors or assigns, shall have the right to construct additional access roads on the Condominium Property to serve the North Parcel or Undeveloped Parcel and the members of the Club Association. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that the space or spaces may be specifically designated and assigned for parking purposes.

11. Section 15, Easements, Subsection 15.01, Subparagraph (e), of the Declaration, is hereby deleted in its entirety, and the remainder of the Subsection renumbered accordingly, as follows:

~~(e) Developer: Until such time as Developer has completed all of the contemplated improvements and sold all of the Units contained within the Condominium Property, nonexclusive easements, including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the Condominium Property as may be required by Developer for the completion of the contemplated improvement and sale of said Units. Neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere in any way with such completion and sale.~~

~~(e)~~ Other Unit Owners: A non-exclusive easement for the use and benefit of the owners of any condominium unit their guests, lessees and invitees . . .

(g)(f) Boat Slip Owners: A non-exclusive easement for the use and benefit . . .

(h)(g) Support: . . .

12. Section 18, Liabilities, Lien and Priority, Interest, and Collections Relating to the Assessments of the Association, Subparagraph 18.02, of the Declaration, is hereby amended to read as follows:

18.02 Except as otherwise provided in Subparagraph 18.07 hereof, a Unit Owner, regardless of how title is acquired, including without limitation a purchaser at a judicial sale or by deed in lieu of foreclosure, shall be liable for all assessments of the Association coming due while he is the Unit Owner. Additionally, In a voluntary conveyance, the grantee shall be a Unit Owner is jointly and severally liable with the grantor previous owner for all such unpaid assessments against the grantor previous owner up to the time of such transfer of title voluntary conveyance, without prejudice to any rights the grantee transferee may have to recover from the previous owner grantor the amounts paid by the grantee transferee therefor. For purposes of this subparagraph, "previous owner" shall not include the Association in the event the Association acquired title to such unit by virtue of its own lien foreclosure action.

13. Section 18, Liabilities, Lien and Priority, Interest, and Collections Relating to the Assessments of the Association, Subparagraph 18.05, of the Declaration shall be amended to read as follows:

18.05 The Association shall have a lien on each Condominium Parcel for any unpaid Assessments, with interest and costs thereon, until paid or otherwise barred by law. The lien shall also secure any legal costs incurred as set forth below. Such liens shall be effective from and shall relate back to the recording of the original declaration of condominium. However, as to first mortgages of record the lien is effective from and after the time of recording in the Public Records of Pinellas County, Florida a claim of lien stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. The lien shall continue in effect until all sums secured by it shall have been fully paid or otherwise barred by law. Such claims of lien shall also secure all Assessments which become due and owing during the time the lien is in effect. Such claims of lien shall be signed and verified by an officer or agent of the Association and shall then be entitled to be recorded. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to any lien recorded prior to the time of recording of the claim of lien, including the lien of a Mortgagee.

14. Section 18, Liabilities, Lien and Priority, Interest, and Collections Relating to the Assessments of the Association, Subparagraph 18.07, of the Declaration shall be amended to read as follows:

18.07 ~~When~~ The liability of a Mortgagee of a first mortgage of record, or other purchaser, of a Unit which obtains title to the Condominium Parcel either by a purchase at the public sale resulting from the first Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or by where a Mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title and its successors and assigns, shall not be limited only as provided in s. 718.116 Fla. Stat., as amended from time to time liable for the share of common expenses or assessment attributable to such Condominium Parcel or chargeable to the former Unit Owner of such Parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure, unless such share is unpaid amounts are secured by a claim

of lien for assessments that is recorded prior to the recording of the foreclosed mortgage in which case such Mortgagee's liability for unpaid assessments accruing prior to its ownership of the Condominium Parcel shall in no way be limited. Such unpaid share of common expenses or assessments shall be deemed to be common expenses of each association respectively and collectible from all of the Unit Owners, including such acquirer, its successors and assigns. A first Mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is occupied, be excused from the payment of ~~some~~ or all of such assessments coming due during the period of such ownership.

15. Section 20, Sale, Rental, Lease or Transfer, Section 20.05, of the Declaration shall be amended to read as follows:

20.05 An entire Unit may be rented provided the occupancy is only by the lessee, his family, servants and guests. No individual rooms may be rented and no Unit may be rented for a term of less than ninety (90) days. Further, an owner can only lease a unit a maximum of two times in each consecutive 12-month period. Subleasing of a Unit is prohibited. If any Unit Owner violates this Section, the Association shall be permitted to take every legal remedy available to prevent such violation and the Unit Owner in violation of this Section shall pay all costs and attorney's fees that the Association may incur as a result of this litigation, including services rendered in any appellate action. All tenants will be required to abide by this Declaration, the bylaws of the Association and the Rules and Regulations of the Association.

(a) Notwithstanding any other provisions of the Declaration, in order to promote owner occupancy of units, persons purchasing units after the effective date of this amendment may not lease their unit during the first year of their ownership, beginning with the date that the deed to their unit is recorded in the public records.

16. Section 20, Sale, Rental, Lease or Transfer, Section 20.05, Subsection 20.05.04 of the Declaration shall be amended to read as follows:

20.05.04 Leasing Cap. No residential unit shall be leased for a term in excess of seven (7) months, where the aggregate number of residential leases with terms in excess of seven (7) months, approved and existing at time of application, exceeds ten percent (10%) ~~twenty-five percent (25%)~~ of the total number of residential units (4 units) ~~(10 units)~~ in the condominium. In addition, no residential unit shall be leased for a term of between ninety (90) days but less than seven (7) months, where the aggregate number of residential leases with terms of between ninety (90) days but less than seven (7) months, approved and existing at the time of application, exceeds ten percent (10%) of the total number of residential units (4 units) in the condominium. Should the Association disapprove a lease by reason of this provision, the unit owner(s) seeking approval of a lease shall be placed on a leasing list maintained by the Association, and offered the opportunity to lease their unit(s) in accordance with the following provisions.

[THE BALANCE OF SECTION 20.05.04 REMAINS UNCHANGED]

17. Article 21, The Association, Section 21.01 of the Declaration shall be amended to read as follows:

21.01 The Operation of the Condominium shall be by the Association. The Association, ~~through its members or~~ its Board, may adopt, revoke and amend reasonable rules and regulations pertaining to the use, maintenance and conservation of Condominium Property, and for the health, comfort, safety and welfare of the Owners and occupants of the Units. The initial Rules and Regulations

are attached to the Declaration as Exhibit F and made a part hereof. Such rules and regulations may be amended, revised or supplemented in whole or in part by a vote of the Board of Directors alone, and without member approval or without amendment to this Declaration. Such amended rules and regulations may, but need not, be recorded in the public records. The Association may enter into a management agreement providing for a manager whose duties and salary shall be prescribed by the Board. The Association may also enter into a maintenance agreement providing for the maintenance, repair and upkeep of all or any portion of the Common Elements. The officers and directors of the Association shall have a fiduciary relationship to the Unit Owners.

18. Article 29, Amendment of Declaration, Sections 29.01, 29.02 and 29.03 of the Declaration shall be amended to read as follows:

29. Amendment of Declaration.

29.01 The power to modify or amend this Declaration may be exercised by the Board and the members of the Association if notice, of the proposed change is given in the notice of the meetings. An amendment may be proposed either by the Board or by not less than ten percent (10%) of the Voting Representatives. Unless otherwise provided herein, the resolution adopting a proposed amendment must, bear the approval of not less than two-thirds (2/3) of the Board and two-thirds (2/3) of the Voting Representatives who cast their vote, ~~or not less than seventy percent (70%) of the Voting Representatives who cast their vote.~~

29.02 ~~Alternatively, unless otherwise provided herein, the Declaration may be modified or amended without meeting, without prior notice and without a vote, if a consent in writing, setting forth the modification or amendment shall be signed by sixty percent (60%) of all Voting Representatives of the Association.~~

29.03 An amendment, ~~other than amendments made by Developer pursuant to Subsections 4.02, 4.03, 4.04 or 4.05 above,~~ shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed by the proper officers of the Association in the form required for the execution of a deed. ~~Amendments by Developer must be evidenced in writing, but a certificate of the Association is not required.~~ The amendment shall be effective when properly recorded in the public records of the county in which the condominium is located.