

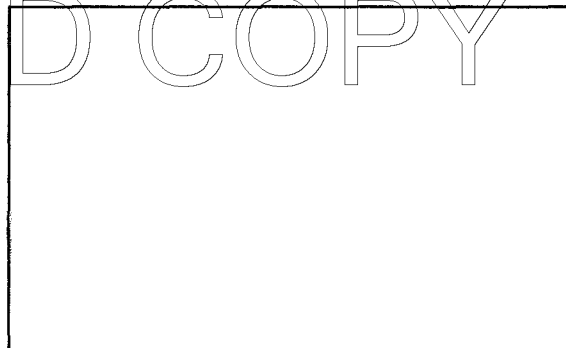
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Prepared by and
when recorded, return to:
Jonathan J. Ellis, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP

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Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600



**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
FOR YARDARM CONDOMINIUMS**

This Certificate of Amendment to the Declaration of Condominium for Yardarm Condominiums (the "Declaration") is made as of the 16TH day of MAY, 2015, by the Yardarm Condominium Association, Inc., a Florida nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, the Amendments to the Declaration (the "Amendments"), attached as **Exhibit "A"** and **Exhibit "B"**, hereby amend the Declaration as originally recorded in Official Records Book 3780, Page 1276, *et seq.*, of the public records of Hillsborough County, Florida, as amended and supplemented from time to time;

WHEREAS, Section 6.01 of the Declaration provides as follows:

This Declaration may be modified or amended by complying with §718.110, Florida Statutes.

WHEREAS, Section 718.110, Florida Statutes provides in pertinent part:

(1)(a) If the declaration fails to provide a method of amendment, the declaration may be amended... if the amendment is approved by the owners of not less than two-thirds of the units.

WHEREAS, at a duly noticed meeting of the Members of the Association (the "Membership Meeting"), at which a quorum of Members was present, held in the manner required by the Association's governing documents, the Members did cast their votes in favor of or against proposed Amendments;

WHEREAS, at the above-referenced Membership Meeting, the Amendments were approved by Members representing not less than two-thirds (2/3) of the total votes of the Association;

WHEREAS, the Association desires to amend the Declaration as provided herein.

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NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.
2. The Amendments are a true and accurate copy of the Amendments to the Articles approved by the Members at the Membership Meeting.
3. All initially capitalized terms not defined herein or in the Amendments shall have the meaning set forth in the Declaration of Condominium for Yardarm Condominiums.
4. With respect to the Amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by a double underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.
5. In the event that there is a conflict between the Amendments and the Declaration, the Amendments shall control.
6. All provisions of the Declaration are hereby ratified and shall be of full force and affect, except as specifically modified and amended by the Amendments.

[CONTINUED ON NEXT PAGE]

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IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

Witnesses:

Gisel Dolanica
Print Name: Gisel Dolanica

G
Print Name: Gauby Doherty

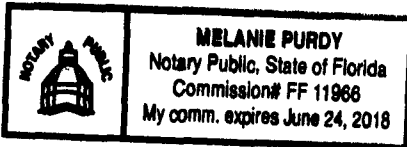
Yardarm Condominium Association, Inc.

By: Anthony Coomes
Anthony Coomes, as President

By: Serena Johnson
Serena Johnson, as Treasurer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of May, 2015 by Anthony Coomes, as President and Serena Johnson, as Treasurer of the Yardarm Condominium Association, Inc., a Florida nonprofit corporation, on behalf of the corporation, who are personally known to me or have produced ADL as identification.



Melanie Purdy
NOTARY PUBLIC
Print Name: Melanie Purdy
My Commission Expires: 6-24-18

THIS IS NOT A
Exhibit A
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Section 12.09 of the Declaration of Condominium for Yardarm Condominiums is amended as follows:

12.09 Notwithstanding anything contained herein to the contrary, no unit owner, other than the Developer, shall be permitted to lease his unit to any person, persons, friend or other entity for a period less than thirty (30) days during summer months (April – August), and no less than ninety (90) days during winter months (September-March) ~~six (6) months~~, for or without consideration. 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, regardless of whether he prevails, shall pay all costs and attorneys' fees that the Association may incur as a result of this litigation.

THIS IS NOT A
Exhibit B
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Section 23.06 of the Declaration of Condominium for Yardarm Condominiums is amended as follows:

23.06 A unit owner shall ~~not~~ have the right to keep a maximum of two household pets (cats, dogs, birds, etc.), pets, birds, or other animals in his unit, ~~unless such weights less than 20 pounds and unless such was owned by and in the possession of the unit owner prior to and at the time of purchase of the unit. No new pets are permitted. That is to say, at the time of resale, no pets are allowed. Similarly when a pet dies, or is removed, replacement pets are not allowed. Pets may not exceed 35 lbs.~~ Those animals that are permitted are only allowed in the common area or limited common area provided they are caged or leashed. Owners must pick up pet waste immediately and dispose of at the designated disposal area. Owners must register any and all pets at time of move in. Pets in which becomes a nuisance to the community may be subject to removal. The right, hereby granted, shall be subject to any and all regulations concerning animals that may be established from time to time by the Association.