

Prepared by and Return to:
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AMENDMENT TO DECLARATION OF CONDOMINIUM FOR METROPOLITAN AT LAKE EOLA, A CONDOMINIUM

WHEREAS, that certain Declaration of Condominium for Metropolitan at Lake Eola, a Condominium was recorded at Official Records Book 7630, Page 3798, Public Records of Orange County, Florida, as amended from time to time (the "Declaration"); and

WHEREAS, Article XI, Section C the Declaration states that the Declaration may be amended upon the affirmative vote at such meeting of Unit Owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the Voting Interests; and

WHEREAS, the necessary vote was obtained at a duly noticed meeting of the membership to amend the Declaration.

NOW, THEREFORE, pursuant to the amendment procedures set forth in Article XI, Section C of the Declaration, the following Amendments are hereby adopted:

1. Article V, Section D(8) of the Declaration is amended and shall read as follows:

8. The ~~community center and~~ fitness center in the building in which the Units are located, which shall be for the exclusive use of the owners, ~~and~~ occupants, and guests of the Units. The location of the community center and fitness center is more particularly described in Exhibit D.

2. A new Article V, Section D(9) is added to the Declaration and shall read as follows:

9. Common Elements may be exclusively rented or leased by the Association when deemed beneficial by the Board of Directors in its sole discretion.

3. A new Article V, Section E(5) is added to the Declaration and shall read as follows:

5. to certain Units in the Condominium, the primary entrance door locks, excluding balconies and patios.

4. A new Article V, Section H is added to the Declaration and shall read as follows:

Limited common elements shall not be subdivided and must be sold in full with record title to the Unit with the exception that limited common element parking spaces may be sold back to the Association.

5. Article VI, Section C of the Declaration is hereby deleted in its entirety:

~~C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "D" of this Declaration) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space that is permanently vacated from time to time.~~

And as a result of the deletion of Article VI, Section C of the Declaration, the following Sections are hereby renumbered in Article VI as follows:

- i) Section D to be renamed Section C [no changes to text content].
- ii) Section E to be renamed Section D [no changes to text content].
- iii) Section F to be renamed Section E [no changes to text content].
- iv) Section G to be renamed Section F [no changes to text content].

6. A new Article VIII, Section E is added to the Declaration and shall read as follows:

E. Excessive Single-Investor Concentration. Individuals or single entities, such as but not limited to investor groups, partnerships, or corporations, the Association being exempted, are prohibited from owning more than 10% of the total units in the condominium. An individual may be a member of multiple business entities, but their total combined interest individually (and as members of other entities) in aggregate should never exceed 10%.

7. Article XV, Section I of the Declaration is amended and shall read as follows:

I. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board. Such regulations may include, without limitation, a minimum term for leases of Residential Units, designation of Smoking Areas, and limitations on the number, size, and species of pets that may be kept within the Condominium Property, etc. No such regulation shall contravene any portion of this Declaration or of the Association's Articles of Incorporation or Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

8. Article XVI, Section C of the Declaration is amended and shall read as follows:

C. Fines, etc. The Association shall be authorized to levy reasonable fines against Unit Owners for violations of the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted by the Board. No fine may exceed One Hundred and no/100 Dollars (\$100.00) for any single violation, except that a fine may be levied on the basis of each day of a continuing violation. In such event, the fine shall not exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate. ~~No fine may be levied except after giving reasonable notice and~~ The Unit Owners being fined shall have the opportunity for a hearing before a committee comprised of Unit Owners appointed by the Board to the offending Unit Owner in accordance with procedures to be established by the Board. No fine shall be imposed with respect to any unoccupied Unit.

9. Article XIX, Section B of the Declaration is amended and shall read as follows:

B. Common Elements and Limited Common Elements. There shall be no material alterations or substantial improvements or additions to the Common Elements or Limited Common Elements except as set forth below. Upon the affirmative vote of a majority of the members of the Board, the Association shall have the right to make or cause to be made alterations, improvements, or additions to the Common Elements or Limited Common Elements, except for the acquisition of additional real property. The acquisition of additional real property shall be approved by ~~seventy-five percent (75%)~~ a majority of the Voting Interests in the Association. In the case of Common Elements, the cost of such alterations, improvements, or additions shall be assessed against and collected from all Unit Owners as Common Expenses. In the case of Limited Common Elements, the cost of such alterations, improvements, or additions shall be assessed against and collected from the Unit Owners having the exclusive right to use such Limited Common Elements.

CERTIFICATE OF AMENDMENT

I, Bryan Fangman, as President of Metropolitan at Lake Eola Condominium Association, Inc., hereby certify that at least sixty-six and two-thirds percent (66 2/3%) of the Voting Interests affirmatively voted to amend the Declaration at a duly noticed meeting of the membership.

Witnesses:

 Witness Signature
 Print Name: Denisse Pena
 Date: 11/30/18

 Witness Signature
 Print Name: Angel Lebron
 Date: 11-30-18

 Witness Signature
 Print Name: Elliott Aleman
 Date: 11-30-2018

 Witness Signature
 Print Name: WINDI KENROY
 Date: 11-30-18

**Metropolitan at Lake Eola
 Condominium Association, Inc.**
 By: _____
 Bryan Fangman, as President
 c/o First Service Residential
 151 E. Washington St
 Orlando, FL 32801
 Date: 11-30-2018

ATTEST: _____
 By: Cheryl J Bond
 Cheryl Bond, as Secretary
 c/o First Service Residential
 151 E. Washington St
 Orlando, FL 32801
 Date: 11-30-2018

STATE OF FLORIDA
 COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 30 day of NOV, 2018, by Bryan Fangman, as President of Metropolitan at Lake Eola Condominium Association, Inc., who is personally known to me or has produced FLDL as identification, and by Cheryl Bond, as Secretary of Metropolitan at Lake Eola Condominium Association, Inc., who is personally known to me or has produced FLDL as identification.

 Notary Signature
 Notary Stamp or Seal:

FLDL F525076690580
FLDL 8530110589110

