gran a not bear CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM AND RULES AND REGULATIONS OF CASA DEL SOL ALHAMBRA, A CONDOMINIUM, CASA DEL SOL BARCELONA, A CONDOMINIUM, 24.00 CASA DEL SOL CADIZ, A CONDOMINIUM, AND Total TO THE DECLARATION OF CONDOMINIUM OF THA CASA DEL SOL MADRID, A CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendments to the Declarations of Condominium and Rules and Regulations of Casa Del Sol Alhambra, Casa Del Sol Barcelona, Cadiz and to the Declaration of Condominium of Casa Del Sol Madrid, as described in Book 5443 at Page 145, Book 5843 at Page 1413, Book 5633 at Page 2053, and in Book 5872 at Page 1971 of the Official Records of Pinellas County, Florida were duly adopted in the manner provided in the respective Declarations, at a meeting of the Association held on March 16, 1988.

IN WITNESS WHEREOF, we have affixed our hands this 16th , 1988, at Pinellas County, Florida.

CASA DEL SOL ASSOCIATION, INC.

(SEAL)

witnesses:

STATE OF FLORIDA

14007578 0EH 05-26-68

19:43:90

SS

91 RECORDING

\$29.00

COUNTY OF PINELLAS

) \$24.99 1988, personally 16 th day of May \$24.99 appeared Jeanne Keiner, President, and MAKY
Secretary, and acknowledge that they executed the 60.02 Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

Notary Public

My Commission Expires:

BOTARY PUBLIC STATE OF FURRIGA MY CORRESSION ENP. PAY 17,1591 EDIDED THEO CERERAL IIS. CO.

BECKER, POLIAKOFF & STREITFELD, P.A. • BARNETT BANK PLAZA • 1150 CLEVELAND STREET • SUITE 420 • CLEARWATER, FL 34615 TELEPHONE (813) 443-3781

RETURN TO.

## ADOPTED AMENDMENT TO DECLARATION OF CONDOMINIUM

CASA DEL SOL ALHAMBRA, A CONDOMINIUM CASA DEL SOL BARCELONA, A CONDOMINIUM CASA DEL SOL CADIZ, A CONDOMINIUM CASA DEL SOL MADRID, A CONDOMINIUM

Additions indicated by underlining. Deletions indicated by striking through.

## ARTICLE XVI - AMENDMENT

This Declaration may be amended only by the vote of an eighty percent (80%) majority of the Unit Owners, in the method provided for Amendments in the Condominium Act of the State of Florida. Any amendment which impairs the security or priority of any mortgage holder shall require the approval of not less than fifty-one (51%) of the holders of all mortgages on the Condominium units. In-addition,—any—amendment—not—for clarification—only,—or—made—to—correct—technical—errors,—shall require—the—approval—of—fifty—one—percent—(51%)—of—the—holders—of all—mortgages—on—the—Condominium—units.——During—the—period—in which—the—Developer—shall—own—one—or—more—Condominium—unit,—any such—amendment—shall—require—also—his—joinder—and—approval—

\* Note, this amendment applies to all four Condominiums.

## ADOPTED AMENDMENT TO RULES AND REGULATIONS

## EXHIBIT P TO THE DECLARATION

CASA DEL SOL ALHAMBRA, A CONDOMINIUM CASA DEL SOL BARCELONA, A CONDOMINIUM CASA DEL SOL CADIZ, A CONDOMINIUM

Additions indicated by underlining. Deletions indicated by striking through.

- 13. Occupants-shall-park-their-vehicles-only-in-spaces-or driveways-which-are-available-for-use-in-connection-with-their Condominium-Apartment:--No-occupant's-vehicle-shall-be-parked-in the-common-roadways-or-in-such-a-manner-as-to-impede-to-prevent ready-access-to-another-occupant's-parking-space-or-driveway: Occupants-must-not-permit-their-quests;--tenants;--licensees-or invitees-to-park-vehicles-in-the-driveways-or-parking-areas-of other-owners;---Driveways;-garages-and-parking-areas-are-intended for-the-parking-of-transportation-vehicles-and-shall-not-be-used for-the-storage-or-parking-of-recreational-vehicles;-equipment-or craft:---Occupants-may-not-repair---or-service-their-vehicles within-the-parking-area:
- 13. Parking shall be permitted in designated areas for passenger automobiles, passenger station wagons, and passenger-carrying vans only.

The following vehicles are prohibited from parking anywhere on the condominium property: trucks, pick-up trucks, vans (other than passenger vans), travel trailers, utility trailers of any kind, commercial vehicles, motorhomes, recreational vehicles, campers, boats, boat trailers, buses, motorcycles, mopeds, passenger vehicles without current registration clearly indicated thereon, as well as vehicles which cannot operate on their own power for more than seventy-two (72) hours.

This prohibition of parking shall not apply to temporary parking of trucks and other commercial vehicles which are temporarily parked on the condominium property while services are being provided to occupant(s) of the condominium. Where such vehicles are to be parked on the condominium property for more than one (1) calendar day, it shall be the duty of the resident of the unit to notify the Association or the management company of the presence of such vehicle and the length of time it will be on the condominium property for purposes of rendering services to the occupant of the unit.

For purposes of this rule, the following definitions shall apply:

- "Vans, trucks and pick-up trucks" means vehicles with any sort of weight carrying capacity whatsoever, which have a compartment or bed for carrying cargo, as opposed to passengers. Regardless of whether such vehicles have a cover or "topper" for the cargo-carrying area, they shall be deemed to be trucks or pick-up trucks for purposes of this rule. Registration passenger automobile shall not be deemed to allow the vehicle on the property if it fits the description described herein. the term "trucks" is specifically intended to include open-bed vehicles not used for commercial purposes such as traditional pick-up trucks, El Caminos, Rancheros, and vehicles of similar type or designation. Vehicles commonly marketed as Jeeps, Broncos, Blazers, Wagoneers, and other types of vehicles which may be different names but which are similar to those vehicles shall not be defined as "trucks" for purposes of this rule. Passenger automobiles and passenger station wagons shall be defined as autos, vans and station wagons exclusively used for carrying passengers.
- (b) "Commercial Vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the vehicles or

- any portion thereof, shows or tends to show any commercial marking, signs, displays, or otherwise indicates a commercial use. This term shall also include any vehicle which is registered to a corporation or other business venture, or which carries tools, equipment, inventory, cargo, data or any other cargo or material which is used in commerce.
- manufacturer, designed, marketed or used as a bus, for transport of greater number of passengers or goods than automobiles are customarily manufactured, designed, marketed or used to carry, but excluding vehicles manufactured, designed or marketed as passenger, cargo or like vans.
- (d) "Campers" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.
- (e) "Mobile Homes" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.
- (f) "Motor Homes" means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.
- (g) "Boats" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.
- (h) "Trailers" means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.
- A unit owner or tenant may assign his automobile parking space with written notification to the Board of Directors being restricted to owners and tenants within the complex, with a lease of the unit.
- The Board of Directors shall have the authority to make and amend reasonable rules restricting the parking of vehicles on condominium property, including restricting the number of vehicles an owner or approved lessee may park upon the property, as well as the authority to restrict parking within the condominium to owners and approved lessees.
- Bicycles are permitted but riding shall not be permitted on sidewalks, walkways, docks or on lawn areas. Riding is permitted on open asphalt areas, but at the owner's own risk.
- Bicycles shall be parked only in such areas as may be designated by the Board of Directors for that purpose. As indicated above, motorcycles and may not be parked on the condominium property for any period of time whatsoever. The term "motorcycle" shall mean and be defined as any vehicle which is registered with the State of Florida as a motorcycle, or is marketed, advertised or sold as a motorcycle. The term "moped" shall include vehicles which are marketed, designed or advertised as a moped, and which are registered with the State of Florida as a moped.
- <u>Vehicle maintenance may not be performed on the condominium property.</u> For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other

engine fluids, changing of tires, engine maintenance or repair, except that a flat tire may be changed to permit the vehicle to operate under its own power. Car washing is permitted in designated area(s) only.

No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than seventytwo (72) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven consecutive days shall be presumed to be unable to operate on its own power. Any member of the Board, or any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have seventytwo (72) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's expense.

Any vehicle violating any provision of this section shall be towed at the owner's expense. Any damage caused to or by the towed vehicle will be the full responsibility of the owner of the towed vehicle. The Board, or its agents, shall have the authority to affix stickers to the vehicle indicating a violation of these rules and regulations. Any stickering of a vehicle will not constitute a waiver of the Board's right to tow the vehicle and nothing contained herein shall be construed to require the Board to affix a sticker to the vehicle before towing it.

\* Note, this amendment applies to all Condominiums referenced in the Certificate except Casa Del Sol Madrid.