SCHEDULE OF AMENDMENTS
TO
DECLARATION OF CONDOMINIUM AND BY-LAWS
FOR
TARPON WOODS CONDOMINIUM, INC., NO. 1, A CONDOMINIUM

1. Subsections (a) and (b), Section 12 of the Declaration of Condominium is amended to read as follows:

"(a) This Declaration may be amended by affirmative vote of ~~three-fourths (3/4)~~ sixty percent (60%) of the condominium parcel owners at a meeting duly called for such purpose pursuant to the By-laws; provided, however, that no amendment shall be made which shall in any manner impair the security of an institutional mortgagee having a mortgage or other lien against any one or more condominium parcels, or any other record owners of liens thereon; save and except if such amendment is for the purpose to correct an error or omission in this Declaration of Condominium or in other documentation required by law to establish the condominium form of ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of sixty (60%) percent of the members of the Association present or represented by written proxy in accordance with the By-laws, and recorded among the public records of Pinellas County; provided, however, that the property rights of the owners are not materially and/or adversely affected by such amendment."

"(b) However, no amendment shall change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, nor change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus, unless the record owner thereof and all record owners of liens thereupon shall join in the execution of the amendment, provided, further, however, that any vote for an amendment to the Declaration of Condominium which in any way relates to a change in the percentage of ownership in the common elements or sharing of common expense as it pertains to each unit owner and/or condominium parcel, shall be conducted by secret ballot. If it shall appear through scrivener's error, that a unit has not been designated an appropriate undivided share of the common elements or that all of the common expenses or interest in the common surplus or all other common elements in the condominium have not been distributed in the Declaration, such that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses of ownership of common surplus fail to equal one hundred (100%) percent [or if it shall appear that, through such error, more than one hundred (100%) percent of the common elements or common expenses or

ownership of the common surplus shall have been distributed] such error may be corrected by the filing of an amendment to this Declaration executed by the Association, the owners of the units and the owners of the liens thereupon for which modification in the shares of common elements or shares of common expenses or the common surplus are being made. No other unit owner shall be required to join in or execute such an amendment.

Material alterations or substantial additions to the common elements by the Association shall not be deemed to constitute a material alteration or modification of the appurtenances to the units. However, there shall be no material alteration or substantial additions to the common elements or to the real property which is Association property, unless such material alteration or substantial addition has been approved by affirmative vote of sixty percent (60%) of the condominium parcel owners at a meeting duly called for such purpose pursuant to the By-laws."

2. Subsection (b), Section 14 of the Declaration of Condominium is amended to read as follows:

"(b) Every assessment, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinate and inferior to that of any institutional first mortgage. The Association may charge a condominium parcel owner an administrative late fee in addition to any and all interest due on delinquent assessments, which late fee shall be in an amount not to exceed the greater of twenty-five dollars ($25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that the payment is late."

3. Subsection (c), Section 14 of the Declaration of Condominium is amended to read as follows:

"(c) Where the mortgagee of a first mortgage of record, ~~or the purchaser or purchasers of a condominium parcel~~ obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall not be liable for the share of common expenses or

assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due ~~prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure~~ prior to the mortgage's receipt of the deed. However, the mortgagee's liability is limited to a period not exceeding six (6) months, but in no event shall the first mortgagee's liability exceed one percent (1%) of the original mortgage debt. The first mortgagee's liability for such expenses or assessments does not commence until thirty (30) days after the date the first mortgagee received the last payment of principal or interest. In no event shall the mortgagee be liable for more than six (6) months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. Such The unpaid share of common expenses or assessments shall be deemed to be common expenses collectable for all of the owners of condominium parcels, including such acquiror, his successors and assigns."

4. Subsection (b) (2), Section 15 of the Declaration of Condominium is amended to read as follows:

"(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building or of the owner's unit. No condominium parcel owner shall make any alteration of the landscaping of the common element nor to decorate or change the appearance in any manner whatsoever of any portion of the common element."

5. The first paragraph of Subsection (a), Section 18 of the Declaration of Condominium is amended as follows:

"(a) Conveyances, Sales and Transfers: Prior to the sale, conveyance or transfer of any condominium parcel to any other person other than transferor's spouse, the owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove a proposed sale, transfer, or conveyance, in writing, and shall notify the owner of its decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed sale within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale. In the event any condominium parcel owner fails to make application to the Board of Directors of the Association as set forth above prior to any sale, conveyance or transfer

of any condominium parcel including, but not limited to a transfer by way of a contract for deed and/or agreement for deed, said transfer shall be considered null and void for all purposes. Unit owners shall obtain approval of the Board of Directors prior to rental or lease of a unit in accordance with subsection (b) hereinafter set forth."

6. Subsection (b), Section 18 of the Declaration of Condominium is amended as follows:

"(b) Rental or Lease: A condominium parcel may be leased. However, prior to the lease and/or rental of any condominium unit, the unit owner shall deliver to the Association's management agent a written application for the Board of Director's approval of the lease and obtain approval of the Board for the prospective tenant(s). Any such lease and/or rental agreement for which the Board of Director's approval was not obtained, shall be considered null and void and the tenants may be evicted by the Association. The Board of Directors may disapprove of an application for lease approval and the ground for said disapproval may include, but not be limited to, a unit owner being delinquent in the payment of an assessment(s) at the time approval was sought. Within fifteen (15) days of receipt of the lease/rental application, the Board of Directors of the Association shall either approve or disapprove the proposed lease, in writing, and shall notify the unit owner, in writing, of its decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed lease within said fifteen (15) days, the failure to act as aforesaid shall constitute approval of the lease."

7. Subsection (a), Section 20 of the Declaration of Condominium is amended to read as follows:

"(a) All ~~automobiles~~ motor vehicles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space. ~~No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which the unit is a part and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the owner owning the same, for storage or public or private sale, at the election of the~~

~~Association and the unit owner owning the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit.~~ No boats, trailers, campers, golf carts, motorcycles, or commercial vehicles will be permitted to park upon the condominium premises. Commercial vehicles shall be permitted to park upon the premises for short term parking only, including pick up and delivery. Recreational vehicles, as defined by Section 320.01, Florida Statutes (1991), are prohibited from parking upon the condominium premises.

Only passenger automobiles, small non-commercial passenger pick up trucks (including only trucks weighing three-fourths (3/4) ton or less; having wheel sizes not exceeding sixteen inches (16"); without utility toppers, without commercial lettering displayed on the exterior of the truck; without storage boxes and/or tool boxes in the truck bed; without duel rear wheels; without evidence of any material or equipment in its bed indicating a use other than for personal transportation), and passenger vans, shall be permitted to park upon the condominium premises. Commercial vans and vans containing commercial lettering and/or used as commercial vehicles shall be prohibited from parking upon the condominium premises except for short term parking only, including pick up and delivery.

Prohibited motor vehicles may be removed by the Association at the expense of the owner owning the same, for storage or public or private sale, at the election of the Association; and the unit owner owning the same shall have no right of recourse against the Association therefore, No repairing of automobiles, trailers, boats, campers, golf carts, trucks, commercial vehicles, recreational vehicles, or any other property of owner is permitted."

8. Subsection (c), Section 20 of the Declaration of Condominium is amended to read as follows:

"(c) Each apartment shall be used only for the purpose of a single family residence. Any exception of this paragraph shall be obtained by prior written approval of the Association. For the purposes of this Section, A "single family" shall be defined as any number of persons related by blood, adoption, or marriage, and living as a single housekeeping unit with one head of household, or not more than two unrelated adult persons (with or without minor children) living as a single housekeeping unit."

9. Subsection (e), Section 20 of the Declaration of Condominium is amended to read as follows:

"(e) Condominium parcel owners shall not keep pets or other animals in their units or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. ~~It is the intent of the Developer that said written approval will not be withheld for small pets. For purposes of this paragraph, small animals are defined as animals weighing fifteen (15) pounds or under.~~ The Board of Directors shall not withhold written approval for small pets. For purposes of this Section, small animals and/or pets are defined as normal household pets kept for noncommercial purposes and weighing fifteen (15) pounds or less. In the event written approval as aforedescribed is obtained by the unit owner, then and in such event the unit owner will be required to be sure that the animal is always kept under a leash. In no event shall the animal be allowed to enter the recreational areas and/or to cause a nuisance or disturbance of any kind or nature. The Board of Directors of the Association can withdraw the written approval as to small animals referred to above at any time in its sole discretion when the small animal becomes a nuisance or the owner does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets. All residents of the condominium community must pick up and remove from the condominium premises any and all pet droppings and/or excrement (for example, by "pooper scooper"). No condominium unit owner and/or tenant shall be permitted to keep more than two (2) pets within the unit without prior written approval of the Board of Directors."

10. Section 20 of the Declaration of Condominium is amended by adding a new Subsection(s) to read as follows:

"(s) The Association may levy a fine against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the By-laws, or reasonable rules and regulations promulgated by the Board of Directors. No such fine may exceed $100.00 per violation. No fine will become a lien against a unit, however, a fine may be levied on the basis of each day of the continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed one thousand dollars ($1,000.00). A fine may be levied only after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee."

11. Article XV of the By-laws is amended to read as follows:

"The By-Laws of the corporation may be altered, amended or repealed unless specifically prohibited herein, at any regular or special meeting of the members by an ~~three fourths (3/4) vote of all members~~ affirmative vote of sixty percent (60%) of the members of the corporation, unless a contrary vote is required pursuant to the Articles of Incorporation or the Declaration of Condominium, and provided that notice of said membership meeting has been given in accordance with these By-laws and that the notice as aforesaid contained contain a full statement of the proposed amendment. No modification or amendment to these By-laws shall be valid unless set forth or annexed to a duly recorded amendment to the Declaration of Condominium."