PREPARED BY AND RETURN TO: Leonard J. Mankin, P.A. 28050 U.S. 19 N., Suite 100 Clearwater, FL 33761 02-256543 JLY- 9-2002 4:41_{PM} PINELLAS CO BK 12099 PG 724

CERTIFICATE OF AMENDMENT TO

DECLARATION OF CONDOMINIUM FOR

PEPPERTREE LAKE CONDOMINIUM APARTMENTS, A CONDOMINIUM

NOTICE; IS HEREBY GIVEN that at a duly called meeting of the members-on the 20th day of May, 2002, by a vote of not less than seventy-five (75%) percent of the entire membership of the Association and seventy-five (75%) percent of the Board of Directors and after the adoption of a Resolution proposing said amendments by the Board/of Directors, the Declaration of HEC/5.00 Condominium for PEPPERTREE / LAKE CONDOMINIUM APARTMENTS, A David CONDOMINIUM, as originally\recorded'in O.R. Book 4150, Page 1461, MI FEES et seq., and as it has been amended, in the Public Records of MTF -2/(` Pinellas County, Florida, be, and the same is hereby amended in REV accordance with the Schedule of Amendments attached as Exhibit "AnCK BAL and incorporated herein by reference.

(CORPORATE SEAL)

PEPPERTREE LAKE CONDOMINIUM ASSOCIATION, INC.

97 . .//

MARCIA VLACO, President

ATTEST:

Jesle Strahl LESLIE STRAHL, Secretary

PINELLAS COUNTY FLA. OFF.REC.BK 12099 PG 725

STATE OF FLORIDA COUNTY OF PINELLAS

On this day of May, 2002, personally appeared Marcia Vlaco, President, and Leslie Strahl, Secretary, of PEPPERTREE LAKE CONDOMINIUM ASSOCIATION, INC., and acknowledged the execution of this instrument for the purposes herein expressed and who is personally known to me or who produced a driver's license as identification.

TRACYE L CURRAN .

MY COMMISSION # DD 008742 _

EXPIRES: June 5, 2005

Bonded Thru Notary Public Underwriters

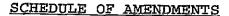
TRACYE L. CURRAN

Printed Name of Notary My commission expires:

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TO DECLARATION OF CONDOMINIUM OF

PEPPERTREE LAKE CONDOMINIUM APARTMENTS

Section X.A. of the Declaration of Condominium shall be amended to read as follows:

X. <u>RESTRICTIONS</u>. The use of the condominium property shall be in accordance with the following provisions:

A. Residential Use.

1. The lands of the condominium and all improvements constructed thereon shall be for residential use only and no portion of such lands or improvements shall be used for business or commercial purposes. No structures shall be constructed upon the lands other than apartment buildings or other structures intended for residential use and appurtenances thereto. Each apartment or other residential living unit shall be occupied only by a single family, its servants and guests, as a residence, and for no other purpose whatever. Except as reserved to the Developer, no apartment may be divided or subdivided into a small unit or any portion thereof sold or otherwise transferred without first amending this Declaration in accordance with the provisions of Sections X and XIV to show the changes in the apartment or residential living unit to be affected thereby.

2. No apartment owner may own more than two (2) apartments at the same time. An apartment owner is hereinafter defined as (i) a person who owns an apartment individually, jointly with another individual as tenants in common, joint tenants with right of survivorship or tenants by the entirety; (ii) an individual who has a fifty percent (50%) or more interest in any corporation, limited liability company, partnership; joint venture or other legal entity capable of holding legal title to property which owns an apartment; (iii) a person having a fifty percent (50%) or more interest as settlor, grantor or beneficiary/of a trust holding legal title to an apartment.

The portions of this Amendment which are stricken through with a line, i.e. line are to be deleted. The portions of this Amendment which are underlined constitute new words to be inserted into the paragraph.