

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF HOLLINGSWORTH PLACE, A CONDOMINIUM

THIS AMENDMENT executed as of the 20th day of July, 1981, by and among HOLLINGSWORTH PLACE, LTD., a Florida limited partnership ("Declarant" and "Owner"), HOLLINGSWORTH PLACE CONDOMINIUM ASSOCIATION, INC. ("Association"), FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF LAKELAND ("Mortgagee"), and ROBERT P. MURRAY AND GEORGE W. HARRIS, JR. ("Owners"), who collectively comprise one hundred percent (100%) of the owners, mortgagees, and parties having any interest whatsoever in the condominium units, common elements, and properties of HOLLINGSWORTH PLACE, a condominium.

Background. Declarant, with Mortgagee's consent and under the Declaration of Condominium dated and recorded December 31, 1980, Official Records Book 1989, page 13, public records of Polk County, Florida, and according to plat thereof recorded in Condominium Plat Book 5, pages 25-27, public records of Polk County, Florida, submitted to condominium form of ownership certain lands in Lakeland, Polk County, Florida, as more particularly described in Exhibit A to the Declaration, which exhibit appears at Official Records Book 1989, page 28, public records of Polk County, Florida. All parties involved in the condominium and identified above desire to amend the legal description so as to add to the condominium additional common elements in the form of lands which lie south and east of Lake Hollingsworth Drive and which adjoin the waters of Lake Hollingsworth.

NOW THEREFORE, with the consent and agreement of one hundred percent (100%) of the Owners, the Mortgagee, and the Association, Declarant hereby amends Exhibit A to the Declaration of Condominium and submits to condominium ownership pursuant to Chapter 718, Florida Statutes, the following-described lands which are to be known as "Hollingsworth Place, a Condominium:"

That portion of Lots A and B of the correction map of PROPERTY OF HARRY ENGLISH as recorded in Plat Book 6, page 20, and that portion of Lot 5, Block 24 of the subdivision of Blocks 23 and 24 of the revised map of Dixieland as recorded in Plat Book 5, page 36, public records of Polk County, Florida, described as:

Begin at the northerly-most corner of said Lot 5, said point lying on the westerly right-of-way line of Success Avenue, and run thence south 37°30'00" east along said right-of-way line 202.0 feet to the intersection of the northerly right-of-way line of Lake Hollingsworth Drive; run thence south 66°00'00" west along said northerly right-of-way line 187.16 feet; run thence north 24°00'00" west 196.24 feet to a point on the northerly boundary of the aforementioned Lot 5, run thence north 66°00'00" east along said north boundary of Lot 5 a distance of 140.0 feet to the Point of Beginning; AND

1981 JUL 21 PM 3:37

THIS INSTRUMENT WAS PREPARED BY GREGORY R. DEAL HOLLAND & KNIGHT P. O. DRAVER BW LAKELAND, FLORIDA 33802

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First Amendment to Declaration of  
Condominium of Hollingsworth  
Place, a Condominium  
Page Two

Lots C and D of The Correction Map of  
PROPERTY OF HARRY ENGLISH, according to  
plat thereof recorded in Plat Book 6,  
page 20, public records of Polk County,  
Florida, LESS that part thereof described  
as follows: Beginning at the north-  
easterly corner of said Lot C, run south  
66°00' west along the southeasterly  
right-of-way line of Lake Hollingsworth  
Drive 94.0 feet; thence south 37°30'  
east, parallel with the northeasterly  
line of said Lot C 152.0 feet, thence  
south 57°30' east, 156.0 feet more or  
less to the southeast line of said  
Lot C, thence northeasterly along said  
southeast line of Lot C, 43.0 feet more  
or less to a point lying south 37°30'  
east from the POINT OF BEGINNING, thence  
north 37°30' west along the northeasterly  
line of said Lot C, 256.0 feet, more or  
less, to POINT OF BEGINNING.

Except as hereby amended, all terms, provisions, and condi-  
tions of the Declaration of Condominium continue in full  
force and effect.

This instrument is executed as of the day and year  
first set forth above.

Signed in the presence of:

HOLLINGSWORTH PLACE, LTD.,  
a Florida limited partnership

Lawie Rodovic

By: S. Douglas McKeel  
S. Douglas McKeel  
General Partner

Cindy Keen  
Two witnesses

Signed in the presence of:

HOLLINGSWORTH PLACE CONDOMINIUM  
ASSOCIATION, INC., a Florida  
not-for-profit corporation

Lawie Rodovic

By: [Signature]  
Its President

Cindy Keen  
Two witnesses

First Amendment to Declaration of  
Condominium of Hollingsworth  
Place, a Condominium  
Page Three

Signed in the presence of: FIRST FEDERAL SAVINGS AND LOAN  
ASSOCIATION OF LAKE LAND

Mae Morgan  
Jayce D. Brack  
Two witnesses

By: John B. McKeen  
Its \_\_\_\_\_ President

Signed in the presence of:

Shirley A. Glass Robert P. Murray (SEAL)  
Two witnesses

Signed in the presence of:

Dorothy B. ... George W. Harris, Jr. (SEAL)  
Two witnesses

STATE OF FLORIDA

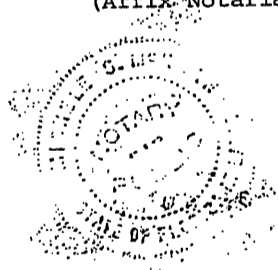
COUNTY OF POLK

The foregoing instrument was acknowledged before  
me this 21<sup>st</sup> day of July, 1981 by S. Douglas McKeel,  
General Partner of Hollingsworth Place, Ltd., a Florida  
limited partnership, on behalf of the partnership.

Mac Keel D. McKeen  
Notary Public

(Affix Notarial Seal)

My commission expires:  
Aug 5, 1981





First Amendment to Declaration of  
Condominium of Hollingsworth  
Place, a Condominium  
Page Five

STATE OF FLORIDA

COUNTY OF POLK

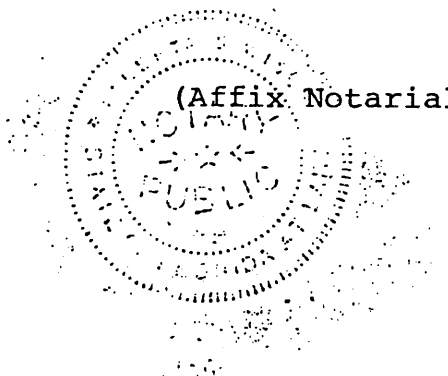
The foregoing instrument was acknowledged before  
me this 21st day of July, 1981 by George W. Harris, Jr.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public

My commission expires:

Notary Public: State of Florida at Large  
My Commission Expires August 1, 1981

(Affix Notarial Seal)



*[Small, faint text]*

FILED, RECORDED AND  
RECORD VERIFIED  
E.D. 'Bud' DIXON, Clk. Cir. Ct.  
POLK COUNTY, FLA.  
BY *[Signature]* D.G.

POLK341946

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF HOLLINGSWORTH PLACE, A CONDOMINIUM

HOLLINGSWORTH PLACE, LTD., a Florida limited partnership, for its successors, grantees, and assigns does hereby make this Second Amendment to the Declaration of Condominium dated and recorded December 31, 1980, in Official Records Book 1989, page 13, public records on Polk County, Florida, as follows:

1. Phase II, as set forth and described in the Declaration of Condominium, is hereby added to the Declaration of Condominium. Phase II consists of the lands described in Exhibit "A-1" to the Declaration (and attached hereto as Exhibit "A") and improvements on the land consisting of one building containing four units.

2. Paragraph 3.3 of the Declaration of Condominium is amended to read as follows:

3.3 Interest in Common Elements. Each Owner shall have an undivided interest equal to a one-twelfth interest in the Common Elements and in any common surplus of the Association, which interest shall survive the termination of the condominium.

3. Exhibit "B" to the Declaration of Condominium, consisting of a plot plan for the condominium, is replaced by Exhibit "B" attached hereto, consisting of a revised plot plan showing Phases I and II of the condominium and showing the additional common elements added to the condominium by the First Amendment to Declaration of Condominium of Hollingsworth Place, a Condominium, dated July 20, 1981, and recorded July 21, 1981, in Official Records Book 2030, page 121, of the public records of Polk County, Florida. The revised plot plan, as shown in Exhibit "B" hereto, is recorded in Condominium Plat Book 6, page 10, of the public records of Polk County, Florida.

This Amendment to the Declaration is made pursuant to Florida Statutes and the provisions of the Declaration of Condominium, and consent to this Amendment by the owners of units in Phase I of the condominium is not necessary. Nothing in this Amendment in any way affects the condominium other than as contemplated by the addition of Phase II in the Declaration of Condominium and the addition of additional common elements in the First Amendment to the Declaration of Condominium.

In all other other respects, the Declaration of Condominium of Hollingsworth Place, a Condominium, and the First Amendment to the Declaration of Condominium are hereby confirmed and ratified.

IN WITNESS WHEREOF, Hollingsworth Place, Ltd., has executed this Second Amendment to the Declaration of Condominium of Hollingsworth Place, a Condominium, this 24th day of June, 1982.

WITNESSES:

Cynthia J. Towson
[Signature]

HOLLINGSWORTH PLACE, LTD., a Florida limited partnership

By: S. Douglas McKeel, general partner

This instrument prepared by: Patricia A. Paterson, Holland & Knight, Post Office Box 1288, Tampa, Florida 33601

filed in Condominium Plat Book 6 Page 10, this July 7, 1982.

7.00 pd

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STATE OF FLORIDA

COUNTY OF POLK

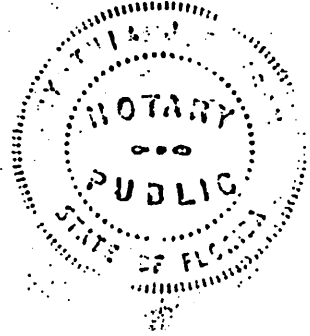
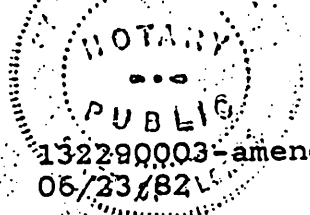
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of June, 1982, by S. Douglas McKeel, general partner of Hollingsworth Place, Ltd., a Florida limited partnership, on behalf of the partnership.

Cynthia J. Ineson  
Notary Public

My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Mar 29, 1986

(AFFIX NOTARIAL SEAL)



That part of the East 1/2 of Southwest 1/4 of Section 19, Township 28 South, Range 24 East, Polk County, Florida, described as:

Lots A and B as depicted on the correction map of PROPERTY OF HARRY ENGLISH according to plat thereof recorded in Plat Book 6, page 20, public records of Polk County, Florida; and

Lot 5, Block 24, of map showing subdivision of Blocks 23 and 24 of Carter-Deen Realty Company's Revised Map of Dixieland, according to plat thereof recorded in Plat Book 5, page 36, public records of Polk County, Florida.

LESS AND EXCEPT:

That portion of Lot A and B of the correction map of PROPERTY OF HARRY ENGLISH as recorded in Plat Book 6, page 20, and that portion of Lot 5, Block 24 of the Subdivision of Block 23 and 24 of the revised map of Dixieland as recorded in Plat Book 5, page 36, Public Records of Polk County, Florida, described as:

Begin at the Northerly most corner of said Lot 5, said point lying on the westerly right of way line of Success Avenue, and run thence S 37°30" E along said right of way line 202 feet to the intersection of the northerly right of way line of Lake Hollingsworth Drive; run thence S 66°00'00" W, along said northerly right of way line .187.16 feet; run thence N 24°00'00" W, 196.24 feet to a point on the northerly boundary of the aforementioned Lot 5, run thence N 66°00'00" E along said north boundary of Lot 5, a distance of 140 feet to the Point of Beginning.





This Instrument was Prepared by, and After Recording Return to:

Christopher M. Fear, Esq.  
LANE, TROHN, CLARKE, BERTRAND  
VREELAND & JACOBSEN, P.A.  
P. O. Box 3  
One Lake Morton Drive  
Lakeland, Florida 33802-0003  
(941) 284-2200

DEPT 15 9.00  
DEPT 91 1.50  
CHECKS 10.50  
5921A

10/31/96

Recording Data Above

**THIRD AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
HOLLINGSWORTH PLACE**

The Declaration of Condominium of Hollingsworth Place, a condominium, recorded December 31, 1980, in Official Records Book 1989, page 13, as previously amended by First Amendment to Declaration recorded July 21, 1981, in Official Records Book 2030, page 121, all in the Public Records of Polk County, Florida (collectively the "Declaration") is hereby amended in the following respects:

Section 6.2 of Article VI of the Declaration is revised in its entirety (substantial rewording, see Declaration for original text):

"No Owner, occupant, resident or tenant of a Unit shall park a vehicle on any of the Common Elements except for temporary or emergency parking (never exceeding one hour in duration) in front of such Owner's, resident's, occupant's or tenant's Unit. Only a guest or visitor of an Owner, occupant, resident or tenant shall be permitted to park a vehicle in the areas of the Common Elements designated for parking or immediately in front of such Owner's, resident's, occupant's or tenant's garage, provided that such parking does not interfere with the free flow of vehicles within the driveway and parking area. For purposes hereof, the term "guest" and "visitor" shall mean any person visiting an Owner, resident, occupant or tenant of a Unit for a period of time not exceeding fifteen (15) consecutive days and not exceeding thirty (30) days in any calendar year. A person who does not meet the criteria as a guest shall be deemed an occupant or resident for purposes of this provision. No parking of vehicles on the grass or landscaped areas shall be permitted."

This Amendment is made pursuant to Section 14.2 of the Declaration and has been approved by the affirmative vote of at least seventy-five percent (75%) of the members of the Association at a meeting duly called and held for such purposes in accordance with the Declaration, the Articles of Incorporation and Bylaws of Hollingsworth Place Condominium

96 OCT 31 PM 3:38

137982

5/12/96 [Signature]

This Instrument was Prepared by, and After Recording Return to:

Christopher M. Fear, Esq.  
LANE, TROHN, CLARKE, BERTRAND  
VREELAND & JACOBSEN, P.A.  
P. O. Box 3  
One Lake Morton Drive  
Lakeland, Florida 33802-0003  
(941) 284-2200

DEPT 15 9.00  
DEPT 91 1.50  
CHECKS 10.50  
5922A

10/31/96

Recording Data Above

**FOURTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
HOLLINGSWORTH PLACE**

The Declaration of Condominium of Hollingsworth Place, a condominium, recorded December 31, 1980, in Official Records Book 1989, page 13, as previously amended by First Amendment to Declaration recorded July 21, 1981, in Official Records Book 2030, page 121, all in the Public Records of Polk County, Florida (collectively the "Declaration") is hereby amended in the following respects:

The following additional Section is added to Article VI of the Declaration:

"6.9 Floor Covering in Second Floor Units. All floor surfaces in second floor Units, except kitchen, bathroom and utility room areas must be carpeted with padding, unless the Owner of the second floor unit installs sound board or other insulating material acceptable to the Board of Directors of the Association.

Signed this 24<sup>th</sup> day of OCTOBER, 1996.

Signed in the presence of the following two witnesses:

Rhea Rolfe  
Print Name: RHEA ROLFE

Nancy Kearns  
Print Name: NANCY KEARNS

HOLLINGSWORTH PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By: M. Sorrells Noriega  
Print Name: M. SORRELLS NORIEGA  
Its President

96 OCT 31 PM 3:38

137983

JB/F  
10/31/96

OCTOBER THE FOREGOING INSTRUMENT was acknowledged before me this 24<sup>th</sup>  
~~SEPT~~ day of ~~SEPTEMBER~~, 1996, by M. Sorrelle Soriega as President of HOLLINGSWORTH  
PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on  
behalf of such corporation, who is personally known to me or who has produced a Florida  
driver's license as identification, and who did not take an oath.

(Affix Notary Seal)

Rhea Rolfe

NOTARY PUBLIC, State at Large

(Type or Print Name of Notary)

My Commission Expires:



RHEA ROLFE  
COMMISSION # CC 351369  
EXPIRES FEB 6, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC

*This Instrument was Prepared by, and After Recording Return to:*

Cristopher M. Fear, Esq.  
LANE, TROHN, CLARKE, BERTRAND  
VREELAND & JACOBSEN, P.A.  
P. O. Box 3  
One Lake Morton Drive  
Lakeland, Florida 33802-0003  
(941) 284-2200

DEPT 15 9.00  
DEPT 91 1.50  
CHECKS 10.50  
5923A

10/31/96

*Recording Data Above*

**FIFTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
HOLLINGSWORTH PLACE**

The Declaration of Condominium of Hollingsworth Place, a condominium, recorded December 31, 1980, in Official Records Book 1989, page 13, as previously amended by First Amendment to Declaration recorded July 21, 1981, in Official Records Book 2030, page 121, all in the Public Records of Polk County, Florida (collectively the "Declaration") is hereby amended in the following respects:

The following additional Section is added to Article 14 of the Declaration:

"14.3 The Association, by its Board of Directors, may levy fines against a unit and its Owner for the failure of the Owner of the unit or its occupant, licensee or invitee, to comply with any of the provisions of this Declaration, the Bylaws or any reasonable rule adopted by the Board of Directors. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit Owner, and if applicable, its occupant, licensee or invitee. The hearing must be held before a committee of other unit Owners. The committee shall be appointed by the Board of Directors and may consist of one or more members of the Board of Directors. If the committee does not agree with the fine, the fine may not be levied. The Board of Directors, by the adoption of rules, may provide the procedure for the notice and hearing required by this provision."

96 OCT 31 PM 3:38

137984

UBF  
LJ/OC

Signed this 24<sup>th</sup> day of OCTOBER, 1996.

Signed in the presence of the following two witnesses:

HOLLINGSWORTH PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

Rhea Rolfe  
Print Name: RHEA ROLFE

By: M. Sorrells Noriega  
Print Name: M. SORRELLS NORIEGA  
Its President

Nancy Kearns  
Print Name: NANCY KEARNS

STATE OF FLORIDA  
COUNTY OF POLK

THE FOREGOING INSTRUMENT was acknowledged before me this 24<sup>th</sup> day of September, 1996, by M. Sorrells Noriega as President of HOLLINGSWORTH PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of such corporation, who is personally known to me or who has produced a Florida driver's license as identification, and who did not take an oath.

(Affix Notary Seal)

Rhea Rolfe  
NOTARY PUBLIC, State at Large

(Type or Print Name of Notary)  
My Commission Expires:



RHEA ROLFE  
COMMISSION # CC 351369  
EXPIRES FEB 6, 1998  
BONDED THRU  
ATLANTIC BONDING CO., INC