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REC _____
S.S. _____
I.T. _____

CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

OF

GULF HORIZONS, A CONDOMINIUM

GULF HORIZONS CONDOMINIUM ASSOCIATION, INC., its address being 555 The Esplanade North, Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The following amendments to the Declaration of Condominium as recorded in Official Record Book 830, pages 720-260, of the Public Records of Sarasota County, Florida, were submitted to the entire membership of the Association at its meeting called and held on the 12th day of January, 1982, and approved by affirmative vote in excess of seventy percent (70%) of the units as required by the Declaration of Condominium.

1. Article 2 is hereby amended by changing "Chapter 711", to "Chapter 718".

2. Article 4 is hereby amended by changing "Chapter 711" to "Chapter 718".

3. Article 6.1 is hereby amended by changing 70% to two-thirds.

4. Article 6.1 is hereby amended by deleting the following which deals with the rights of developer:

"provided, however, that during the first five (5) years from the date hereof, no amendment shall be effective without the written consent of the undersigned, its successors or assigns."

5. Article 6.3, dealing with retained rights of developer is hereby amended by deleting same in its entirety.

6. Article 11.3 dealing with delinquent payment of assessments is hereby amended by changing "at the rate of six percent (6%) per annum" to "at the highest rate allowed by law."

7. Article 11.5 is hereby amended by changing "Chapter 711" to "Chapter 718".

8. Article 19.2 is hereby amended to read as follows:

"19.2 The annual assessment for each fiscal year against each unit is set forth in Paragraph 5 above. Such assessments shall be due in quarterly installments on the first day of each quarter of the year for which the assessments are made, but the Board of Directors has the power to establish other collection procedures. In addition, the Association has the power to levy equal special assessments against each unit if a deficit should develop on the treasury for the payment of common expenses."

9. Article 20.1 is hereby amended by numbering the unnumbered and unlettered paragraphs.

10. Article 20.1, first paragraph, is hereby amended to read as follows:

"(1) No unit owner may rent, lease or let his unit be occupied in his absence more than four (4) times in any twelve (12) consecutive months and no rental or lease may be for a period of less than one month unless given specific approval by the Board of Directors."

11. Article 20.1, second paragraph, is hereby amended to read as follows:

"(2) No unit owner shall sell or lease his unit or let his unit be occupied in his absence for any purpose other than a single family occupancy."

12. Article 20.1, fifth paragraph, first sentence, is hereby amended to read as follows:

"(5) No unit owner may rent, lease, let his unit be occupied in his absence, sell, transfer or dispose of his unit or any interest therein without prior approval of the Board of Directors."

13. Article 20.1(a) is hereby amended to read as follows:

"(a) Notice to Directors: A unit owner intending to make a bona fide rental, lease, transfer or sale of his unit or any interest therein, shall give notice to the Directors of such intention, together with the name and address of

the intended purchaser or lessee and such other information as the Directors may reasonably require. A notice of transfer or sale, at the unit owner's option, may include a demand by the owner that the Association furnish a purchaser if the proposed purchaser is not approved. If such a demand is made, the notice shall be accompanied by a copy of the executed proposed contract for sale."

14. Article 20.1 is hereby amended by inserting the following as 20.1(b) and moving the present 20.1(b) to 20.1(c):

"(b) A condominium unit owner who has obtained title or interest in a unit by devise, inheritance, distribution or beneficial interest under a trust or by any other manner not heretofore considered, shall give to the Association notice of acquisition of the title, together with such other information concerning the unit owner and his acquisition as the Board may reasonably require."

15. Article 21(d) is hereby amended to read as follows:

"(d) No pets may be kept on the premises."

16. Article 21(h) dealing with alterations, decorations, repair, replacement or change in the common element is hereby amended by adding:

"without the prior written approval of the Association."

17. Article 24, dealing with developer rights is hereby amended by deleting same in its entirety.

18. Article 25, dealing with developer rights is hereby amended by deleting same in its entirety.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 18 day of February, 1982.

ATTEST:

GULF HORIZONS CONDOMINIUM
ASSOCIATION, INC.

By Wm R. Galbraith

Secretary

By William M. [Signature]

President

WITNESSES:

Jay E. Williams
Sharon K. Deaton

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared William Miller, as President, and William Cathman, as Secretary, of Gulf Horizons Condominium, Inc., and they acknowledge before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment of Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment of Declaration of Condominium and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 18 day of February, 1982.

Tamara L. B...
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 30, 1984
Bonded By U.S.F. & G.



FEB 24 10 40 AM '82

FILED AND RECORDED
E. R. HICKNEY JR., CLERK
SARASOTA

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