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THIS INSTRUMENT PREPARED BY  
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CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM 95027303 180

OF

GULF HORIZONS, a Condominium

GULF HORIZONS, a Condominium, its address being 555 The Esplanade, Venice, Sarasota County, Florida, 34285, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of GULF HORIZONS, a Condominium is recorded in O.R. Book 838, page 720, of the Public Records of Sarasota County, Florida. The following amendments to the Declaration of Condominium were submitted to the entire membership of the Association at its meeting called and held on the 19th day of January, 1995, and approved by affirmative vote in excess of two-thirds (2/3rds) of the entire membership of the Association as required by the Declaration of Condominium.

1. Article 2.4, Definitions, Common Elements, is hereby amended to read as follows:

2.4 COMMON ELEMENTS shall include: (a) the tangible personal property required for the maintenance and operation of the condominium even though owned by the Association; (b) the portions of the Condominium property not included in the Units; and (c) as well the items stated in the Condominium Act.

2. Article 2.5(a), Common Expenses, is hereby amended to read as follows:

2.5 COMMON EXPENSES include:

a. Expenses of administration; expenses of maintenance operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association- which includes but is not limited to:

(i) Premiums for fire and other casualty, Workers' Compensation and other liability insurance, as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common elements.

(iv) The cost of such additional land and improvements as may be purchased and added to the Condominium as common elements by action of members of the Association.

(v) Damages to the Condominium property in excess of insurable coverage.

(vi) Expenses of management of the Condominium, including the following:

(1) Salary of a manager, if any, his assistants and agents, and

(2) Other expenses incurred in the management of the Condominium property.

(3) Management fees charged by management companies, if any.

(vii) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the Condominium property and in carrying out its duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles or the Bylaws.

3. Article 2 is hereby amended, by adding Article 2.10, Limited Common Elements, to read as follows:

2.10 Limited Common Elements. Limited common elements means those common elements which are reserved for the use of a certain condominium unit or units to the exclusion of other units.

4. Article 3 is hereby amended, by adding Article 3.5, Common Elements, to read as follows:

3.5 Common Elements. The common elements of the Condominium include the land and all other parts of the Condominium not within the Units and include, but are not limited to the following items:

(a) All utility areas and installations of all utility services which are available to more than one Unit or to the common elements.

(b) All planting areas and planters (outside of Units), lawns, trees, grass and shrubs.

(c) All driveways, sidewalks, stairways, hallways and other means of ingress and egress to the Units.

(d) Other recreation facilities, if any.

(e) All mechanical equipment outside the respective Condominium Units, but not the heating and air-conditioning equipment serving each Unit.

(f) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication system and

all other ducts, conduits, cables, wires or pipe not within the Units and those within the Units but serving more than one Unit.

(g) The forgoing and all other common elements shall be available for use by all Unit Owners without discrimination except as herein set forth. Such use will be without charge except as authorized by this Declaration.

5. Article 6, Amendments of Declaration, is hereby amended to read as follows:

6.1 Amendments. Except as otherwise specifically provided herein, this Declaration of Condominium may be amended only in the manner hereinafter set forth.

6.2 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

6.3 Resolution and Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least ten percent (10%) of the members of the Association. Members not present in person at the meetings considering the amendment may express their approval in writing, by limited proxy, providing such limited proxy is delivered to the Secretary prior to the meeting.

6-16.4 This Declaration may be amended at any time by affirmative vote of 2/3rds of the voting interests of the units.

6.5 The consent of holders of liens on any portion of the condominium property or any unit shall not be required to modify or amend as aforesaid; provided, however that the consent of institutional mortgagees shall be obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the common surplus or common elements; (3) any change in the percentage of sharing the common expense or assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; and (6) termination of the Condominium. Provided further, that Paragraph 5 above may be amended only by affirmative vote of all of the units.

~~6.2 All amendments shall be evidenced by a Certificate executed with the formalities of a deed and shall include the recording date identifying this Declaration. No amendment shall be effective until recorded on the public records according to law.~~

6-16.6 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of

the amendment are recorded in the Public Records of Sarasota County, Florida.

6. Article 8.3, The Association, Its Powers and Responsibilities, is hereby amended to read as follows:

8.3 The powers and duties of the Association shall include those set forth in the Bylaws referred to herein, its Articles of Incorporation and the Condominium Act, but in addition thereto the Association shall:

a. Have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the inspection, maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to another unit or units.

b. Have the power to make and collect assessments and to lease, maintain, repair and replace the common elements.

c. Maintain accounting records according to good accounting practice, which shall be open to inspection by unit owners at all times.

d. Prescribe such "house rules" pertain-  
ing to units and to the common elements, as it shall, from time to time, consider essential.

7. Article 8.3, The Association, Its Powers and Responsibilities, is hereby amended, by adding Articles 8.4, 8.5, 8.6 and 8.7 and 8.8, to read as follows:

8.4 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium property, the Association shall not be liable to Unit Owners for the injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

8.5 Restraint Upon Assignment of Shares and Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated, encumbered or transferred in any manner, except as an appurtenance of the Unit.

8.6 Approval or Disapproval of Matters. Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

8.7 Membership and Voting Rights. All Unit Owners in the Condominium are and must be members of the Association. The owners of

each Unit shall be entitled to cast one (1) vote for each Unit owned as provided in the Bylaws.

8.8 The membership of each Unit owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association are an appurtenance to his unit.

8. Article 9, Maintenance: Limitation Upon Improvement,  
is hereby amended to read as follows:

9. MAINTENANCE: LIMITATION UPON IMPROVEMENT.

9.1 The maintenance of the common elements shall be the responsibility of the Association.

9.1 Maintenance, Alteration and Improvement. The responsibility for the maintenance of the Condominium property and restriction upon the alteration and improvement thereof shall be as hereinafter provided.

9.2 By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association, and all such facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which contained;

(c) All screens, screening and screen supports, outside windows and doors to units including any sliding glass doors, except those sliding glass doors which are located between the living room and the adjacent lanais. Such shall be done without disturbing the rights of other Unit Owners.

(d) All of the common elements and

(e) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

(f) The property which includes parking spaces as shown on Exhibit "A" which is attached hereto and incorporated herein, for the automobiles of the Unit Owners and lawful occupants as hereinafter set forth. The exclusive use of at least one such parking space was assigned by the Developer to the owner of each Unit. An owner receiving such an assignment and the lawful occupants of such Units shall thereafter have the exclusive right to the use of such space, which shall

thereafter be appurtenant to the Unit and may be transferred and reassigned only in connection with the sale, lease or transfer of the Unit. Due to the limited number of guest parking spaces, the Board of Directors may permit guests to park in assigned spaces when the Board is aware the unit to which the space is assigned is unoccupied. A sale or transfer of a Unit shall automatically, without further documents being filed, transfer the exclusive right to use such space to the new owner.

2.3 By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(a) To maintain, repair and replace, at his expense, the sliding glass door between the living room and the adjacent lanai, any enclosure on the lanai or bedroom stoop, and all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment serving his Unit.

(c) Not to paint, otherwise decorate nor change the appearance of any portion of the exterior of the Unit and on the lanai or bedroom stoop not to install any type of floor covering, electrical outlet or fixture, shutter, screen or enclosure, nor drill holes in the walls, ceiling or floor, nor alter or attach anything to the screen enclosure framework, or remove the screen without prior written approval of the Board of Directors of the Association.

(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

2.4 Alteration and Improvement. Neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit or the common element that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easement, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the written approval of the Board of Directors of the Association. A copy of plans for all such work shall be filed with the Association prior to the start of the work. All work shall be performed by a contractor licensed by the State of Florida.

2.5 Common Elements, By the Association. The maintenance, replacement, repair and operation of the common elements shall be the responsibility of the Association as a common expense.

2.6 Alteration and Improvements of Common Elements. There shall be no material alteration, substantial additions or further improvement of common elements or to real prop-

erty which is Association property without prior approval of two-thirds (2/3rds) of the total voting interest of the Association. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved.

~~9.2 There shall be no material alteration or substantial additions to the common elements except in a manner provided herein.~~

~~9.3 No unit owner shall make any alteration in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.~~

9. Article 10, Common Expenses and Common Surplus, is hereby deleted in its entirety.

~~10. COMMON EXPENSES AND COMMON SURPLUS.~~

~~10.1 Funds for the payment of common expenses shall be assessed against unit owners in the proportions or percentages of sharing common expenses provided in this Declaration.~~

~~10.2 The common surplus shall be owned by unit owners in the shares provided in this Declaration.~~

10. Article 11, Assessments, paragraph 11.1, is hereby amended to read as follows:

11.1 The annual Budget of Common Expenses shall be adopted by the Board of Directors of the Association. Each Unit Owner shall be liable for a 1/49th share of the common expenses. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessment against the latter for his share of the common expenses up to the time of such voluntary conveyance.

11. Article 11.3, Assessment, is hereby amended to read as follows:

11.3 Assessments and installments thereon paid on or before ten (10) days after the date when due shall not bear interest. but all sums not paid on or before ten (10) days after the date when duey shall bear interest from the date when due until paid, at the highest rate allowed by law.

12. Article 11.4, Assessment, is hereby amended to read as follows:

11.4 The Association shall have a lien on each condominium parcel for any unpaid assessments

and interest thereon against the owner of such condominium parcel, until paid. Such lien shall also include reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Such liens shall be executed and recorded in the Public Records of Sarasota County, Florida, in the manner provided by law, ~~but such liens shall be subordinate to the lien of any mortgage or other lien recorded prior to the time of the recording of the claim of lien by the Association.~~

13. Article 11, Assessments, is hereby amended, by adding Articles 11.7, 11.8 and 11.9, to read as follows:

11.7 Application of Payments. All payments upon account shall be first applied to any interest accrued by the Association, then any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection and then to the assessment payment first due. All interest collected shall be credited to the general expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

11.8 Late Fee. The Association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the assessment for each delinquent installment that the payment is late.

11.9 Acceleration of assessment installments upon default. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the unit owner, and then the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the unit owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

14. Article 14, Equitable Relief, is hereby amended to read as follows:

13. **EQUITABLE RELIEF.** In the event of substantial damage to or destruction of all or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a court of competent jurisdiction for equitable relief, which may, but need not necessarily include a termination of the condominium and a partition.

15. Article 15.1, Liens, is hereby amended to read as follows:

15.1 Subsequent to recording this Declaration no liens of any nature shall thereafter arise or be created against the condominium property as a whole except with the unanimous consent of a majority of the unit owners. During such period liens may arise or be created only against the several condominium parcels.

16. Article 16, Remedies for Violation, is hereby amended to read as follows:

16. REMEDIES FOR VIOLATION. Each unit owner shall be governed by and conform with this Declaration, the Articles of Incorporation, Rules and Regulations adopted pursuant to the documents and the By-Laws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief, or both, but such relief shall not be exclusive of other remedies provided by law.

16.1 Enforcement. The Association and its directors, officers and agents are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association.

16.2 Negligence. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

16.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws, the Articles, the Condominium Act or the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys fees to be awarded by the court or the arbitrator.

16.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

17. Article 17, Easements, is hereby amended by adding Articles 17.3 and 17.4, to read as follows:

17.3 Utilities. As may be required for utility services in order to adequately serve the Condominium, the Units and all portions thereof, provided, however, easements through a Unit shall only be according to the plans and specifications for the building containing the Unit or as the building is actually constructed, unless approved, in writing, by the Unit Owner.

17.4 Support. Every portion of a Unit contributing to the support of the condominium building or an adjacent Unit shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the building.

18. Article 18, Membership in Association, is hereby deleted in its entirety.

~~18. MEMBERSHIP IN ASSOCIATION.~~

~~18.1 GULF HORIZONS CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation, was chartered to perform the acts and duties desirable for apartment house management for the units and common elements and to levy and enforce collection of assessments necessary to perform acts and duties as aforesaid.~~

~~18.2 All unit owners shall automatically be members of the Association and said membership shall terminate when they no longer own said units.~~

~~18.3 Owners of each unit shall collectively be entitled to one (1) vote in accordance with voting privileges set forth in the Bylaws attached hereto as Exhibit "A".~~

19. Article 19, Assessments, is hereby deleted in its entirety.

~~19. ASSESSMENTS.~~

~~19.1 The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, and insurance, plus operating and maintenance expenses.~~

~~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."~~

20. Article 20.1, Lease or Sale, the third paragraph, is hereby amended to read as follows:

~~(3) Children under sixteen (16) years of age will not be permitted. Pets of Lessees will not be permitted. Lessees will be restricted from parking more than one car on the premises of the Association. All Lessees will be furnished a copy of the House Rules of the Association prior to their occupancy of the unit. Failure to comply with all House Rules will be cause for immediate eviction by the Board of Directors.~~

21. Article 20.1, Lease or Sale, paragraphs (4) and (5), are hereby amended to read as follows:

(4) Lessees may not sublet units for any period of time without prior written approval of the Board of Directors.

(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 written approval of the Board of Directors. If the purchaser, lessee or occupant is a corporation, the approval may be conditioned upon the approval of all the intended occupants of the unit. The approval of the Directors shall be obtained in the manner hereinafter provided: EXCEPT, the provisions of this Section 20 shall not apply to a transfer to or a purchase by a bank, life insurance company or savings and loan association which acquires its title as the result of owning a first mortgage upon the unit concerned, and this shall be so whether the title is acquired by a deed from the mortgagor or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or Federal savings and loan association which so acquired its title.

22. Article 20.1(b), Lease or Sale, is hereby amended to read as follows:

(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 written notice of acquisition of the title, together with such other information concerning the unit owner and his acquisition as the Board may reasonably require.

23. Article 20.1, Lease or Sale, is hereby amended, by adding paragraph (d), to read as follows:

(d) Fee for Approval. The Association may charge a fee in connection with each request for approval but in no event shall