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CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF CONDOMINIUM

OF

JETTY VILLAS, a Condominium

JETTY VILLAS ASSOCIATION, INC., its address being 1585 Tarpon Center Drive, #28, Venice, FL 34285, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of JETTY VILLAS, a Condominium is recorded in O.R. Book 1002, page 1661, et seq., and as amended, 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 18th day of February, 1995, and approved by affirmative vote of not less than 51% of all unit owners of the Association as required by the Declaration of Condominium.

1. Article 1.1, Purpose, is hereby amended to read as follows:

1.1) The purpose of this Declaration is to submit the lands described in this instrument and the improvements constructed thereon to the Condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes 1965, as amended, now known as Chapter 718, herein called the Condominium Act.

2. Article 2.2, The Land, is hereby amended to read as follows:

2.2) The Land. The lands, owned by the Developer, lying and being situate in Sarasota County, Florida, hereby submitted to the Condominium form of ownership are more particularly described as Parcel "A" in Exhibits "A" and "B" attached hereto, which lands are herein called the "land".

3. Article 3.2, Definition of Unit, is hereby amended to read as follows:

3.2) Unit. Unit means a part of the condominium property which is to be subject to private ownership. ~~In the case of an unimproved building site, Unit includes the right to construct Units upon such site.~~ When used in a conveyance to a Unit, and elsewhere

when the context permits, the word Unit shall include the appurtenances thereto which are elsewhere described.

4. Article 3.6(a)(vii), Common Expenses, is hereby amended to read as follows:

3.6) Common Expenses. The common expenses include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of the Units to be maintained by the Association, including but not limited to:

(vii) Salary of a resident manager, his assistants and agents, and expenses only incurred in the management of the Condominium property.

5. Article 3.2(b), Common Expense, is hereby deleted in its entirety.

~~(b) Rental, taxes, special assessments, insurance, maintenance, operation, repair, replacement, alteration or improvement of the facilities and other expenses under the Lease located upon the lands described as Parcel "B" in Exhibit "A" attached hereto but not submitted to Condominium ownership, which parcel is subject to the long term Lease to the Association, a copy of which is attached hereto as Exhibit "D", and a Sublease between the Unit Owners and the Association which shall be executed in the form attached hereto as Exhibit "E".~~

6. Article 3.2, Common Expense, is hereby amended by adding the following as paragraph (b).

(b) The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense.

7. Article 4.2, Development Plan, Survey, is hereby amended to read as follows:

4.2) Survey. A survey of the land and plot plan locating such improvements thereon and to be constructed thereon subject to this Condominium and land leased to JETTY VILLAS ASSOCIATION, INC., and a graphic description of the improvements constructed or to be constructed thereon and identifying the common elements and each Condominium Unit together with floor plans and the approximate locations and dimensions of such Units and buildings and other improvements to be placed upon the land, is attached as Exhibits A and B, which Exhibits are also recorded in Condominium Book 8, pages 24, 24A-24G, inclusive, Public Records of Sarasota County, Florida.

8. Article 4.4, Lease and Sublease, is hereby deleted in its entirety.

~~4.4) Lease and Sublease~~

~~(a) Lease. Simultaneously with the execution of the Declaration and the adoption of the Bylaws, the Association, as lessee, through its original Board of Directors and officers, for the recreation, enjoyment, use and other benefit of the Unit Owners has acquired a long term leasehold interest in and to lands not upon the lands of the condominium. A signed original copy of said lease is attached hereto as Exhibit "D". It is specifically recognized that some or all of the persons comprising the original Board of Directors and the officers of the Association are beneficial owners of the Lessor under said lease and that such circumstances shall not and cannot be construed or considered as a breach of their duties to the Association nor as possible grounds to invalidate such lease in whole or in part. Said lease may not be amended, revised, or modified except in accordance with the provisions relative to amendment set forth in this Declaration unless the Lessor, in writing, shall waive such procedure, in which case said lease may be amended, revised or modified by the expression thereof executed by the Board of Directors of the Association and by the Lessor with the formality required for deeds and duly filed among the Public Records of Sarasota County, Florida. Each present and future owner, his heirs, successors and assigns and the Developer, as present owner of all of the Units and condominium property, shall be bound by said lease to the same extent and effect as if he had executed said lease for the purpose therein expressed. The provision of this 4.4) shall be deemed to be declared a covenant running with the land of the condominium and shall, unless the Lessor shall declare otherwise, remain as such and be in full force and effect during the term of said lease whether or not the condominium in this Declaration created be sooner terminated. Said lease and each and every provision thereof is hereby ratified, confirmed, approved and adopted. Whenever any of the provisions of said lease and this Declaration shall be in conflict, the provisions of said lease shall be controlling. The expense of rental, replacements, and other undertakings, as set forth in the lease are hereby declared to be common expenses. Each Unit Owner shall have the right to use, occupy and enjoy the leased premises through the Association, as lessee, subject to all of the provisions of said lease, this Declaration, the By Laws, and such rules and regulations which the Association and/or others may from time to time adopt.~~

~~(b) Sublease. The original purchaser of the condominium unit from the Developer shall be required to execute as sublessee, a lease in the form attached hereto as Exhibit "E".~~

~~During the term of the Lease attached hereto as Exhibit "D" and the sublease between JETTY VILLAS ASSOCIATION, INC., and each individual owner, each subsequent purchaser of a Unit shall be required, in order to obtain fee simple title to a condominium, to assume the outstanding sublease between the Unit Owner and JETTY VILLAS ASSOCIATION, INC., by executing an assumption agreement in the form attached hereto as Exhibit "C", the assignment of which shall be executed by the previous owner and the consent of the assignment shall be executed by the Association, provided the purchaser has otherwise been approved in accordance with other provisions of this Declaration. A Unit Owner who executed a mortgage on his Unit shall have the right to include in said mortgage his leasehold interest pursuant to the sublease between the Unit Owner and JETTY VILLAS ASSOCIATION, INC.~~

9. Article 4.5, Construction of Units, is hereby deleted in its entirety.

~~4.5) Construction of Units. It is recognized that at the date hereof, construction of all the improvements and Units contemplated by the Declaration, survey and plot plan described in exhibit "A" have not been completed. Developer expressly reserves every right necessary or desirable relating to the common elements and the Condominium property generally, for the purpose of constructing and building said improvements and Units and effecting sale or lease of all of the Condominium Units. Developer also reserves the right to amend this declaration of Condominium in order to add the Units to be constructed thereon to this Declaration, and any other provision that may be necessary to conform the units to be constructed and improvements with this Declaration. This Declaration may be amended by Developer by filing of such additional plans or surveys as may be required to reflect changes in building plans, if any, and locations of the improvements, if changed, in order to show the completion of such improvements. Such completion may be shown by a certificate of an architect, engineer or surveyor certifying that the contemplated improvements have been constructed substantially as herein represented, or if not so constructed, then designating the changes made. Such plans or certificate when signed and acknowledged by the Developer shall constitute an amendment of this Declaration, without approval of the Association, Unit owners or lienors or mortgagees of Units or of the Condominium, whether or not elsewhere required for amendment. In the event of any variation between the actual situs of a building or Unit on the Condominium property and that shown on Exhibit "A", the actual situs of the Unit or building shall prevail.~~

10. Article 4.6, Alteration of Unit Plans, is hereby deleted in its entirety.

~~4.6) Alteration of Unit Plans. The Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, so long as Developer owns the Units so altered. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one Unit is concerned, Developer shall apportion between the Units the shares in the common elements which are appurtenant to the Units concerned.~~

11. Article 4.7, Amendment of Declaration, is hereby deleted in its entirety.

~~4.7) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of Unit plans by Developer need be signed and acknowledged only by Developer and any institutional mortgagee and need not be approved by the Association, Unit Owners or other lienors whether or not elsewhere required for an amendment.~~

12. Article 4.8, Management Reservations by Developer, is hereby deleted in its entirety.

~~4.8) Management Reservations by Developer. Developer reserves all right to the management of the affairs of the Condominium and all decisions of the Association and Board of Directors until December 31, 1977, or until the conveyance by Developer of all of the Units, whichever shall first occur, or prior thereto at the option of Developer, if Developer indicates its waiver of such right in writing to the Association and institutional first mortgagees consent thereto. During said period, Developer shall have the sole and exclusive right to take all actions and do all things in behalf of the Association, including but not limited to the right to enter into leases and the right to make contracts and agreements on behalf of the Association for the maintenance, operation and management of the Condominium property, the determination, levy and collection of assessments and the enactment and enforcement of Regulations respecting the use of the Condominium property.~~

13. Article 4.8A, Proviso, is hereby deleted in its entirety.

~~4.8A) Proviso. Notwithstanding anything herein to the contrary contained the following formula shall govern the transfer of control of the Association from the Developer to the Unit Owners:~~

~~(a) When Unit Owners other than the Developer own fifteen percent (15%) or more of the total Units that will be operated ultimately by the Association, the Developer will permit such Unit Owners to elect one-third (1/3) of the members of the Board of Directors of the Association.~~

~~(b) The Developer will permit Unit Owners other than the Developer to elect not less than a majority of the Board of Directors of the Association at such time as the earliest of the following shall occur:~~

~~(i) Three (3) years after sales by the Developer have been closed on seventy five percent (75%) of the total Units that will be operated ultimately by the Association, or~~

~~(ii) Three (3) months after sales have been closed by the Developer on ninety percent (90%) of the total Units that will be operated ultimately by the Association, or~~

~~(iii) When all of the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.~~

~~(c) The Developer shall be entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business any Units in the Condominium operated by the Association.~~

14. Article 4.9, Allocation of Common Expenses, is hereby deleted in its entirety.

~~4.9) Allocation of Common Expenses During Development. Pending conveyance of all Units by Developer, no portion of the common expenses nor liability for same shall be allocated to any unimproved Unit building sites upon which Units have not been constructed or completed to the point of being ready for occupancy, and common expenses shall be allocated proportionately between the completed Units that have received the Certificate of Occupancy in the shares set forth in Paragraphs _____ and _____. Each unit shall commence bearing its proportionate share of common expenses on the first of the month following its certification for occupancy. Notwithstanding the foregoing, until such time as, in accordance with Paragraph 4.8) hereof, Developer turns the right to the management of the affairs of the Condominium and Association over to the Unit Owners, common expenses will be assessed at the flat rate of \$35.00 per unit per month and the annual leasehold payment of \$900.00 per unit. Since Developer is guaranteeing these rates until the right to management of the affairs of the Condominium and the Association are turned over to Unit Owners, no accounting~~

~~of funds received or spent shall be required of Developer upon management being turned over to Unit Owners. Developer shall, however, give assurance to the Association that there are no outstanding bills to be paid incurred during Developer's management.~~

15. Article 4.10, Improvements, is hereby amended to read as follows:

4.10) Improvements. The Condominium will include 41 Units designated 1 through 41, both inclusive, as indicated by the number of the Unit on the plot plan attached hereto as exhibit "A", which Units are located in Villas 1 through 17, both inclusive, as shown on the attached plot plan. ~~Such Units as are constructed must be substantially in accordance with plans and specifications approved by Developer. Developer will furnish water and sewer installation for servicing the Condominium property at Developer's initial expense.~~

16. Article 4.11(a)(i), Upper Boundary, is hereby amended to read as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(i) Upper Boundary - the plane of the undecorated finished ceiling, ~~which would be the uppermost ceiling, in the case of a unit with more than one story.~~

17. Article 5.3(b), Appurtenances to Units, is hereby amended to read as follows:

5.3) Appurtenances to Units. The Owner of each Unit shall own a share and certain interests in the Condominium property, which share and interests are appurtenant to his unit, including but not limited to the following items that are appurtenant to the Units as indicated:

(b) Automobile Parking Space. The parking spaces for the condominium are located as indicated in Exhibit "A", ~~except for spaces numbered 60 and 61 on land not submitted to Condominium ownership but on land leased to the Association. The right to use, subject to the terms and conditions of Exhibits "D" and "E" for automobile parking only,~~ The parking spaces which may from time to time be attributed by the Board of Directors of the Association to a Unit, which attribution need not be recorded amongst the Public Records. The Board of Directors may from time to time, should they determine there be a need, change the parking space attributed to a Unit, provided that a Unit always has a parking space and the Association has gained the written consent from all unit owners

affected by the change in the parking spaces. This provision is made in contemplation of the fact that from time to time one or more Unit Owners may be under a physical disability which would require the attribution of a parking space more convenient to their Units and to give the Association the power and flexibility to deal with such situations. ~~Notwithstanding anything contained in the foregoing provisions of this paragraph, the Developer reserves unto itself absolutely and in all events the right to allocate the use of such parking spaces to specific Units. Such allocations shall be by instrument entitled to be recorded in the Public Records of Sarasota County and shall make reference to the specific unit to which such parking space shall be pertinent. Once so allocated by the Developer, the same may not be changed nor the unit's right to use such parking space altered without the prior written consent of the owner of such unit and the Board of Directors of the Association. Once the Developer has allocated such a space to a specific unit, its right to allocate such space shall end. The Developer's right to allocate each of such numbered parking spaces shall continue as to each until it has been exercised.~~

18. The current 5.3(d), Appurtenances to Units, is hereby deleted in its entirety.

~~(d) Leased Land. The right to use, occupy and enjoy leased land and facilities set forth in Exhibits "D" and "E", subject to the provisions of said leases, this Declaration, the Bylaws, and Rules and Regulations.~~

19. Article 5.4, Liability for Common Expenses, is hereby amended to read as follows:

5.4) Liability for Common Expenses and Share of Common Surplus. Each Unit Owner shall be liable for a proportionate share of the common expense and shall be entitled to a share of the common surplus, such shares being the same as the undivided share in the common elements appurtenant to the Units owned by him. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same. ~~Provided, however, that each unit shall be liable for a proportionate share of the rent due, cost of insurance, taxes, and other expenses which the Association as lessee has obligated itself to pay under the lease attached as Exhibit "D", such share being an undivided equal share with all of the unit owners.~~

20. Article 6.2(a), Maintenance by the Association, is hereby amended to read as follows:

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

(a) All portions of a Unit, except interior surfaces, sliding glass doors and their tracks, storage room doors, exterior kitchen doors, cement slabs inside and outside known as private patios, exterior spiral stairs, patio plantings and air conditioning Units. In addition, the Association will not be responsible for repair, replacement and maintenance to those additional appurtenances not provided in the original construction which include but are not limited to walls, gates, gutters, patios, decks, privacy screens, screened enclosures, storage rooms, room additions, inside patio walls, lighting fixtures, and skylights. The Association shall maintain, repair and replace all portions of a Unit contributing to the support of the Unit which portions shall include but not be limited to load-bearing columns and load-bearing walls.

21. Article 6.3, Maintenance by the Unit Owner, is hereby amended by adding paragraphs (d), (e), (f) and (g) to read as follows:

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

(d) In the event a Unit Owner does not maintain, repair or replace the portions of a Unit or common element as required by this document, the Board of Directors may, after reasonable notice is provided the Unit Owner, which notice shall not exceed 90 days, contract for the maintenance, repair or replacement obligation. All costs incurred by the Association in carrying out the obligation shall be the Unit Owner's responsibility. The Association may place a condominium Claim of Lien on the unpaid balance and foreclose the Claim of Lien as permitted in the Condominium Act or may collect the balance through a court judgment.

(e) Repairs to stucco if water intrusion occurs due to Unit Owner's attachment of items to the Unit's exterior stucco surface.

(f) In the event a concrete floor or slab is installed by the Unit Owner in the patio area, the Unit Owner may install a sump pump or other drainage system, as approved by the Board, to drain water from the patio area which is an appurtenance to the Unit.

(g) To immediately remove exterior gutters if requested by the Association if such gutters were installed at a Unit Owner's expense. The cost to replace the gutters to

their original position shall be borne by the Unit Owner.

22. Article 6.3(b), Maintenance by the Unit Owner, is hereby amended to read as follows:

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit unless the Unit Owner receives the prior written approval of the Board of Directors. All materials used by the Unit Owner must receive the prior written approval of the Board of Directors. The Unit owner shall bear the entire cost of the maintenance, repair or replacement on the exterior alteration.

23. Article 6.4, Alteration and Improvement, is hereby amended to read as follows:

6.4) Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portions of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit, or impair any easements, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect or building contractor licensed to practice in this State, shall be filed with the Association prior to the start of the work.

24. Article 6.6, Alteration and Improvement of Common Elements, is hereby amended to read as follows:

6.6) Alteration and Improvements of Common Elements. After the completion of the improvements included in the common elements which are contemplated by this Declaration, or which may be added or constructed by the Developer prior to December 31, 1977, there shall be no material alteration, substantial additions or further improvement of common elements without prior approval in writing of all the Unit Owners, provided, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than 75% 2/3rds of the total voting interest of the Association. Unit Owners and which does not prejudice the rights of any owners without their consent, may be done if the owners who do not approve are relieved from the initial cost thereof. There shall be no change in the shares and rights of a Unit Owner in the common elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof. Should any alterations of common elements deviate from the requirements of Article 6, then the Board of Directors shall be authorized to take any and all actions needed to return the

common elements to their previous condition. The costs of restoration of the common elements shall be borne by the unit owner(s) responsible for said deviation(s).

25. Article 6.7, Limitation on Alteration, is hereby amended in its entirety.

~~6.7) Limitation on Alterations. Alterations to the common elements shall be accomplished so as not to appear to a reasonable person that such common elements are for the exclusive use of either an individual unit owner or a group of unit owners comprising less than 75% of all unit owners. Should any alterations of common elements deviate from the requirements of Article 6, then the Board of Directors shall be authorized to take any and all actions needed to return the common elements to their previous condition. The costs of restoration of the common elements shall be borne by the unit owner(s) responsible for said deviation(s).~~

26. Article 7.2, Interest, is hereby amended to read as follows:

7.2) Interest: Application of Payments. Assessments and installments on such assessments paid on or before 10 days after the date when due, shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the highest rate allowed by law of 10% per annum from the date when due until paid. All payments upon account shall be first applied to interest, 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. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

27. Article 7, Assessments, is hereby amended by adding Article 7.5, Late Fees, to read as follows:

7.5) 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.

28. Article 8.4, Power to Lease Certain Lands, is hereby deleted in its entirety.

~~8.4) Power to Lease Certain Lands. The Association shall have the power to and has entered into a long term lease to certain lands as described therein, a copy of which lease is attached hereto as Exhibit "D". The Association shall include all rent due and cost of insurance, taxes and other expenses~~

~~which the Association as lessee has obligated itself to pay under said Lease for common expenses of the Condominium and shall provide therefor in the annual budget of the Association, and each unit owner shall be liable for his proportionate share thereof, such share being an undivided equal share with all other unit owners. The provisions of this subparagraph shall be construed as a covenant in favor of the lessor under said Lease, its successors and assigns, and may be enforced by it against the Association and each unit owner, his heirs, successors, representatives and assigns. The Association shall further secure its lease by entering into subleases with all Unit Owners in the form attached hereto as Exhibit "E".~~

29. Article 8, Association, is hereby amended by adding Articles 8.7 and 8.8 to read as follows:

8.7) 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.

8.8) 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.

30. Article 9.9, Insurance, is hereby amended to read as follows:

9.9) Association as Agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium property, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of claims, provided, however, that no claims relating to an individual Unit upon which there is an institutional first mortgage shall be settled without the consent of the institutional mortgagee holding said mortgage, and provided further, that no claims affecting the common elements in excess of \$25,000 shall be made without the consent of all institutional mortgagees.

31. Article 10.2, Use Restrictions, is hereby amended to read as follows:

10.2) Units. Each of the Units shall be occupied only by the owner, his servants and guests, as a residence and for no other purpose. Except as reserved to Developer,

No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

32. Article 10.4, Use Restrictions, is hereby amended to read as follows:

10.4) Nuisances. No nuisances shall be allowed upon the Condominium property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or of the common elements which will increase the rate of insurance upon the Condominium property. No Unit Owner shall instruct, make requests of, or harass an Association employee.

33. Article 10, Use Restriction, is hereby amended by adding Article 10.8, Pet Restriction, to read as follows:

10.8) Pet Restriction.

a) No lessee of any unit shall keep or bring any pet upon the common element or within a unit.

b) Unit owners may keep pets in the unit and on the common element, provided that pets be kept on a leash while outside. No pets are permitted in the pool area and pets shall not be permitted in the landscaped area of the condominium. If, in the opinion of a majority of the Board of Directors, a particular pet constitutes a nuisance, then the owner of the unit where said pet is kept shall, when so notified in writing to do so, permanently remove said pet from the premises immediately upon receipt of such notice.

34. Article 10.8, Use Restrictions, is hereby deleted in its entirety.

~~10.8) Proviso. Provided, however, that until Developer has closed the sales of all of the Units of the Condominium, and all contemplated improvements have been completed, neither the Unit Owners nor the Association nor the use of the Condominium property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property, and the display of signs.~~

35. Article 11.1, Maintenance of Community Interests, is hereby amended to read as follows:

11.1) Maintenance of Community Interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any owner ~~other than Developer~~ shall be subject to the following provisions so long as the Condominium exists and the Units in useful condition exist upon the land, which provisions each Unit ~~owner~~ covenants to observe.

36. Article 11.2 is hereby amended by amending paragraph (b) and by adding paragraph (c), to read as follows:

(b) Approval of Directors. Within thirty (30) days after receipt of such notice, the Directors must either approve or disapprove the transaction, ~~or furnish a purchaser or lessee approved by the Directors who will accept the transaction upon the terms favorable to the Seller as the terms stated in the days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated.~~ The approval of the Directors shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Sarasota County, Florida.

(c) Fee for Approval. The Association may charge a fee in connection with each request for approval but in no event shall such fee be in excess of \$100.00 or as otherwise permitted by law, whichever is greater. This fee shall not be charged if the transfer is to a member of the owner's family.

37. Article 11.6, Notice of Occupancy, is hereby amended to read as follows:

11.6) Notice of Occupancy. Any ~~unit~~ ~~owner~~ whose Unit is being occupied by anyone in the absence of the Unit Owner must give notice of such intention, together with the name and address of the intended occupant and/or such other information as the Association may reasonably require to the manager by phone or by mail prior to occupancy.

38. Article 12.1(b) and (c), Purchase of Units by Association, is hereby amended to read as follows:

12.1) Purchase of Units by the Association. The Association shall have the power to purchase ~~units~~, subject to the following provisions:

(b) Limitation. If at any time the Association be the owner or agreed purchaser of three (3) or more units, it may not purchase any additional units without the prior written approval of 75% of members eligible to vote thereon. ~~A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon.~~ Provided, however, that the foregoing

limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

~~(c) Rights of Developer. Notwithstanding anything herein to the contrary, until December 31, 1977, or the earlier completion and sale of all units in Jetty Villas, a Condominium, in each case where the Association shall have the right to purchase a unit or find a purchaser by reason of its refusal to approve a sale or other transfer, the Developer shall have the right of first refusal to purchase such unit for itself upon the same terms and conditions available to the Association.~~

39. Article 13.2, Enforcement, is hereby amended to read as follows:

13.2) Enforcement. The Association and its directors, officers and agents and manager are hereby empowered to enforce this Declaration and the Bylaws and Rules and Regulations of the Association, by entry to any unit at any reasonable time to make inspection, correction or compliance. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to another Unit or Units.

40. Article 13.4, Attorney Fees, is hereby amended to read as follows:

13.4) Costs of 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, or the Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees as may be awarded by the court and/or the arbitrator.

41. Article 13, Compliance and Default, is hereby amended by adding Paragraph 13.6, Fines, to read as follows:

13.6) FINES.

a. The Association may levy reasonable fines against a Unit for failure of the owner, tenant, occupant, licensee or invitee to comply with any provision of the Declaration of Condominium, Bylaws, or the reasonable rules of the Association. No fine shall become a lien against a Unit. No fine shall 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 a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. A fine shall not be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its tenant, licensee or invitee.

b. The Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The Notice shall include:

1. A statement of the date, time and place of hearing.

2. A statement of the provisions of the Declaration, the Bylaws and lawfully adopted rules and regulations which have allegedly been violated; and

3. A short and plain statement of the matters asserted by the Association.

c. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

d. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

e. Upon the levying of any fine, the Board may collect such fines in one or more installments. Each day of violation shall be a separate violation.

f. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing.

42. Article 14.3, Amendments, is hereby amended to read as follows:

14.3) Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the members of the Association. ~~Directors and~~ Members not present in person ~~or by proxy~~ at the meetings considering the amendment may express their approval in writing ~~by limited proxy~~, providing such approval is delivered to the Secretary ~~at or~~ prior to the meeting. Except as elsewhere provided, such approvals must be by a vote of not less than 2/3rds of the total voting interest of the Association present in person or by proxy at the members' meeting ~~51% of all Unit Owners.~~

43. Article 14.4, Proviso, is hereby amended to read as follows:

14.4) Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or groups of Units unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the common elements appurtenant to it, nor increase the owner's share of the common elements, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair after Casualty", unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment. ~~Neither shall an amendment attempt to change the obligations of the Association and unit owners under that certain long term Lease and Sublease, copies of which are attached hereto as Exhibits "D" and "E", unless the lessor under the said long term lease and record owners of the fee simple title to the land subject thereto shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way affect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.~~

44. Article 16, Institutional First Mortgagees, is hereby amended to read as follows:

ARTICLE 16.
Institutional First Mortgagees

16.1) The term "institutional first mortgagees" as used in this Declaration shall mean all savings and loan associations, banks, and insurance companies holding first mortgages upon any of the Condominium Units. Notwithstanding any of the foregoing provisions of this Declaration, the written consent of all institutional first mortgagees shall be first obtained prior to (1) the subdivision of any Unit; (2) any change in the percentage of ownership of the common surplus; (3) any change in the percentage of participation in the common expense or assessments; (4) any change in the voting rights; (5) any change in the insurance provisions; (6) any amendments to this Declaration, for which the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation requires the consent of a specified number or percentage of holders of first institutional mortgagees ~~Exhibits attached, the Articles of Incorporation or Bylaws (except merely formal amendments to the Declaration for the purpose of locating the proposed Units as constructed);~~ and (7) termination of the Condominium. The failure of the Association and Board of Directors to comply with and fully perform the terms of the

Condominium documents and the Condominium Act may constitute an actionable default under the terms of any institutional first mortgage, at the election of such institutional first mortgagee.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 26th day of April, 1995.

ATTEST: JETTY VILLAS ASSOCIATION, INC.

By: Lorraine Russo
Secretary

By: John V. Cross
President

WITNESSES:

Rebekah E. Lutz

Patricia C. Fenderson

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 John Cross, as President and Lorraine Russo, as Secretary, of JETTY VILLAS ASSOCIATION, INC., and they acknowledged 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 to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 26th day of April, 1995.

Patricia C. Fenderson
Printed Name of Notary:
PATRICIA C. FENDERSON
Notary Public
Commission # _____

My Commission Expires:



PATRICIA C FENDERSON
My Commission CC341353
Expires Feb 10, 1998
Bonded by ANG
800-852-5878



PATRICIA C FENDERSON
My Commission CC341353
Expires Feb 10, 1998
Bonded by ANG
800-852-5878

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05 AUG 24 PM 2:19
CLERK OF DISTRICT COURT
SARASOTA COUNTY, FL