

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF
BAHIA VISTA GULF, A CONDOMINIUM

BAHIA VISTA GULF, a Condominium, its address being 1555 Tarpon Center Rd., Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The Board of Directors of Bahia Vista Gulf of Venice, Inc., approved by affirmative vote of the Board of Directors the following amendments to the Declaration of Condominium which were submitted to the entire membership of the Association at its meeting called and held on the 15th day of December, 1978 and approved by affirmative vote of not less than two-thirds (2/3) of the membership of the Association as required by the Declaration of Condominium and Florida Statute 718.

The amendments are as follows:

Article 5.4 (1) is hereby amended to read as follows:

(1) 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; and expenses of mortgage payments to be made by the association as a result of purchasing the former leasehold properties.

Article 5.4 is hereby amended by deleting subparagraph (5) in its entirety.

Articles 8, 8.1, 8.2 is hereby amended to read as follows:

8. AMENDMENTS TO DECLARATION. This declaration may be amended at any regular or special meeting of the Unit Owners of this Condominium, called and convened in accordance with the By-Laws, by the affirmative vote of voting members casting not less than sixty percent (60%) of the total vote of the members of the Association.

All amendments shall be recorded and certified as required by the Condominium Act of the State of Florida. No amendments shall change any condominium parcel nor a unit owners proportionate share of the common expense or common surplus, nor the voting rights appurtenant to any unit, unless the record owner(s) thereof shall join in the execution of the amendment.

J. B. Smith, Manager De Rec.

Article 9 is hereby amended to read as follows:

9. BY-LAWS. The operation of the Condominium property shall be governed by the By-Laws of Bahia Vista Gulf of Venice, Inc., as attached to the Declaration of Condominium as Exhibit "D". Modifications and amendments to the By-Laws may be made as provided in said By-Laws.

Article 10 is hereby amended by deleting the last sentence and adding the following:

Modifications and amendments to the Articles of Incorporation may be made as provided in said Articles of Incorporation.

Article 11 is hereby amended by deleting "Except as otherwise provided in Exhibit "C", and starting the paragraph with "A unit owner. . ."

Article 14.3 is hereby amended by deleting it in its entirety.

Article 15.4 is hereby amended to read as follows:

15.4. Leasing and Rentals. Only the entire unit may be leased or rented provided the occupancy is only by the Lessee or tenant and his or her family and complies with all of the provisions of this Declaration of Condominium, the Articles of Incorporation and By-Laws of Bahia Vista Gulf of Venice, Inc., and the rules and regulations which may be adopted pursuant to said documents from time to time. No unit may be leased or rented for a period of time less than one month.

Article 15.5 is hereby amended by deleting the word "Association" from said paragraph and replacing it with the words "Board of Directors".

Article 15.6 is hereby amended by deleting it in its entirety and replacing it with the following:

15.6. Pets. No unit owners, tenant, renter or occupant may keep pets on the condominium premises or in a condominium unit except fish and caged birds. Owners and tenants having pets at the date of the adoption of this provision may retain the animal for the life of the pet, but upon the death of the animal no new pet may be kept on the condominium premises or in the condominium unit.

Article 16 is hereby amended by deleting "other than the developer".

Article 16 is hereby amended by retitling said Article as follows:

16. CONVEYANCES, LEASES, RENTALS, OR OCCUPANCY OF UNIT IN OWNERS ABSENCE.

Article 16.1 is hereby amended to read as follows:

16.1. Sale, Lease, Rental or Occupancy of a Unit in Absence of Owner. The approval of the Directors shall be obtained in the manner hereinafter provided, EXCEPT, the provisions of this Section 16 entitled "Conveyances, Leases, Rentals, or Occupancy of Unit in Owners Absence" 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.

Article 17.2 is hereby amended to read as follows:

17.2. Maintenance and Repairs. The owner of each condominium unit at his own expense shall see to and be responsible for the maintenance of his unit and all equipment and fixtures therein, including but not limited to all air-conditioning equipment (including compressors for his unit located within a unit or on the common elements), and must promptly correct any condition which would, if left uncorrected, cause any damage to another unit, and shall be responsible for any damages caused by his willful, careless or negligent failure to act. Furthermore, the owner of each unit shall at his own expense be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing, of the interior finished surfaces of the perimeter walls, ceiling and floor which constitute the boundary lines of the unit (including the attached balconies); and such owner shall at his own expense maintain and replace when necessary all screening within his unit and within the perimeter walls of his unit (including its attached balconies); and all window and plate glass in windows and plate glass in the perimeter walls of the unit and its attached balconies. The foregoing main-

tenance and repair obligation notwithstanding, the Condominium Association, in the exercise of its discretion, may require established levels of maintenance and upkeep of the various apartment unit owners with respect to their balconies and may reasonably regulate and control and make rules relating to the appearance, painting and decorating and utilization of the balconies. The Condominium Association may likewise undertake the painting, maintenance and/or repair of all exterior walls of the Condominium, whether or not falling within a balcony, balustrade or railing, as part of any overall program of maintenance and repair. Unit owners will be individually responsible for the maintenance of the electrical system and electrical distribution systems within their own units from and including the fuse box applicable and servicing the unit inward; that is to say, in respect of all distributor lines servicing only the apartment and outlets within the apartment. It shall be the responsibility of the Association to maintain and repair the electrical system and distribution lines up to the individual unit fuse boxes.

Article 17.7 is hereby amended by changing the word "Association" to "Board of Directors".

Article 17 is hereby amended by adding Article 17.9 to read as follows:

17.9. If a unit owner leases, rents or allows his unit to be occupied in his absence, he shall remain liable for the performance of all agreements and covenants in the Declaration of Condominium or rules and regulations and shall be liable for violations by his lessee, tenant or user of any and all use restrictions.

Article 18 is hereby amended by deleting it in its entirety.

Article 20.2 (a) is hereby amended to include "flood and water damage, and".

The first paragraph of Article 20.4 is hereby amended to read as follows:

20.4. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear, and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to the Association. Any

sum in excess of \$10,000.00 shall be paid to Venice-Nokomis Bank and Trust Company, Venice, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

Articles 22, 22.1 and 22.2 are hereby amended by delating them from the Declaration of Condominium.

Article 23.2 is hereby amended to read as follows:

23.2. Costs and Attorney Fees. In any proceeding arising because of a violation of the Declaration of Condominium, By-Laws, Articles of Incorporation or duly adopted Rules and Regulations by a unit owner or the Association, the prevailing party shall be entitled to recover the costs of the proceeding including a reasonable attorneys fee.

The Declaration is hereby amended to properly reflect the correct paragraph numbers caused by any delation or addition of whole paragraphs.

ATTEST: [Signature] BAHIA VISTA GULF, a Condominium Secretary

Signed, sealed and delivered By [Signature] in the presence of: Vice-President

[Signature]
[Signature]

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J.F. King and John V. McFarley, well known to me to be the Vice-President and SECRETARY respectively of the corporation named in the foregoing amendment, and

sum in excess of \$10,000.00 shall be paid to Venice-Nokomis Bank and Trust Company, Venice, Florida, as Trustee, or to such other bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes elsewhere stated in this instrument and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

Articles 22, 22.1 and 22.2 are hereby amended by deleting them from the Declaration of Condominium.

Article 23.2 is hereby amended to read as follows:

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The Declaration is hereby amended to properly reflect the correct paragraph numbers caused by any deletion or addition of whole paragraphs.

ATTEST: [Signature] BAHIA VISTA GULF, a Condominium Secretary

Signed, sealed and delivered By J. F. King in the presence of [Signature] Vice-President

[Signature]
[Signature]

STATE OF
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. F. KING AND JOHN V. Mc ENTEE, well known to me to be the Vice-President and SECRETARY respectively of the corporation named in the foregoing amendment, and

that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 3 day of January, A.D. 1977.

Robert J. Moore
Notary Public

My Commission Expires:

4/18/79

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FBI AND RECORDS

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