

THIS INSTRUMENT was prepared  
by and should be returned to:  
✓ The Heathers Two at the Plantation  
Owners Association, Inc.  
181 Center Road  
Venice, FL 34285

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2019038193 8 PG(S)  
March 28, 2019 12:06:08 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM OF  
THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., ("Certificate") its address being 181 Center Road, Venice, FL 34285, is made this 14<sup>th</sup> day of February, 2019, by The Heathers Two at the Plantation Owners Association, Inc., a Florida corporation not for profit (the "Association").

**WITNESSETH:**

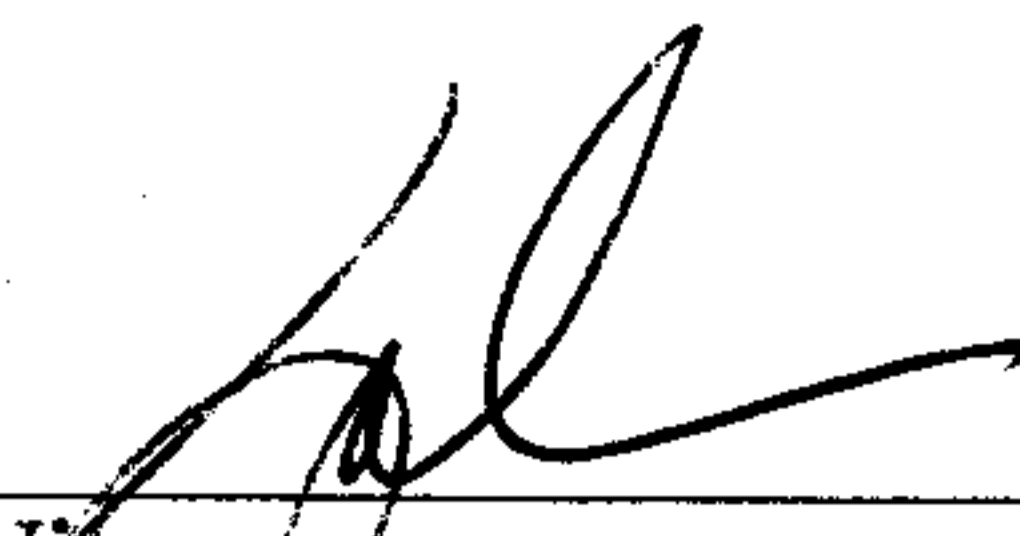
WHEREAS, Plantation Associates, a Florida general partnership ("Developer") executed and recorded in the Official Records of Sarasota County, Florida, at Official Record ("O.R.") Book 2091, Page 1276, a Declaration of Condominium of The Heathers Two at the Plantation, a Condominium, with respect to the real property described (the "Original Declaration") which was then amended by one or more instruments including but not limited to those recorded as O.R. Book 2093, Page 507; O.R. Book 2724, Page 312; O.R. Book 2501, Page 2729; O.R. Instrument Number 2014063510 of the Public Records of Sarasota County, Florida (all of the foregoing collectively with the Original Declaration, the "Declaration"); and

WHEREAS, on the 14<sup>th</sup> day of February, 2019, a meeting of the members of the Association was held and a proposed Amendment to the Declaration, which is attached hereto as Exhibit "A," (the "Amendment") was presented for adoption and approved.


NOW, THEREFORE, the undersigned officers of the Association hereby certify that the Amendment attached hereto and made a part hereof, was duly proposed and adopted and that the requisite votes were cast in favor of the Amendment at duly noticed and held meeting of the membership of the Association at which a quorum was present, in accordance with the Declaration, the Bylaws of the Association, and the applicable provisions of Florida Statutes Section 718.112.

IN WITNESS WHEREOF, this Certificate has been executed as of the last date below.

WITNESSES:

  
\_\_\_\_\_  
First Witness

Zoë Lambros  
\_\_\_\_\_  
Typed/Printed name of witness

  
\_\_\_\_\_  
Second Witness

LYNNE BONNER  
\_\_\_\_\_  
Typed/Printed name of witness

  
\_\_\_\_\_  
First Witness


Zoë Lambros  
\_\_\_\_\_  
Typed/Printed name of witness

  
\_\_\_\_\_  
Second Witness

LYNNE BONNER  
\_\_\_\_\_  
Typed/Printed name of witness

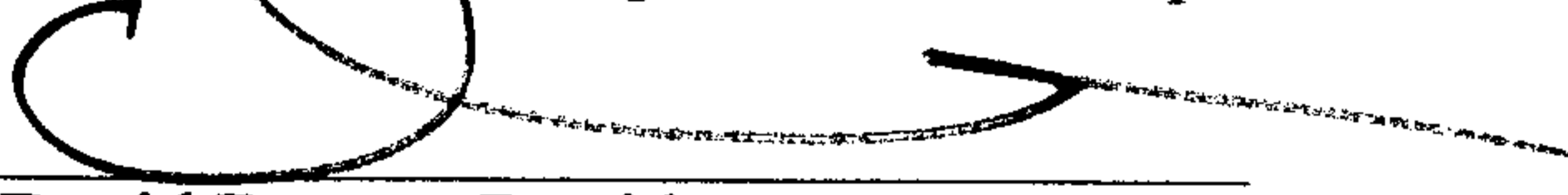
  
\_\_\_\_\_  
First Witness

Zoë Lambros  
\_\_\_\_\_  
Typed/Printed name of witness

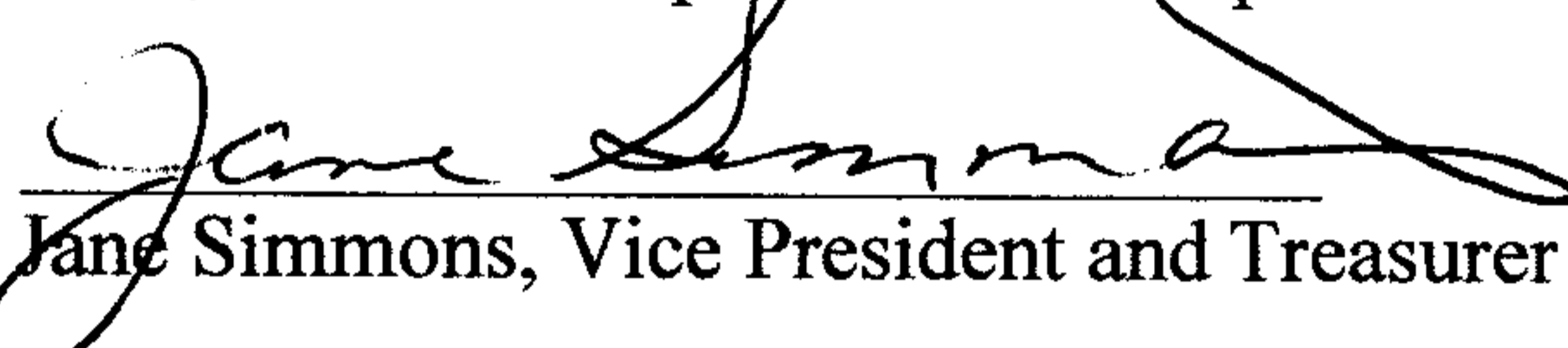
  
\_\_\_\_\_  
Second Witness

LYNNE BONNER  
\_\_\_\_\_  
Typed/Printed name of witness

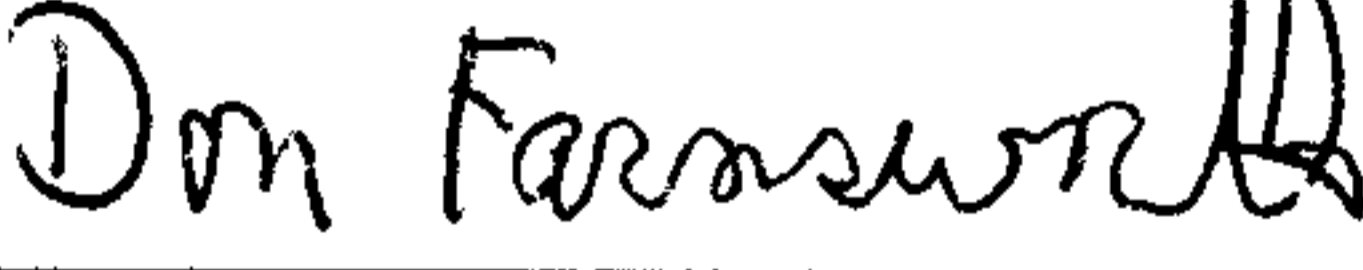
THE HEATHERS TWO AT THE  
PLANTATION OWNERS ASSOCIATION,  
INC., a Florida corporation not for profit

  
\_\_\_\_\_  
David Borans, President

THE HEATHERS TWO AT THE  
PLANTATION OWNERS ASSOCIATION,  
INC., a Florida corporation not for profit

  
\_\_\_\_\_  
Jane Simmons, Vice President and Treasurer

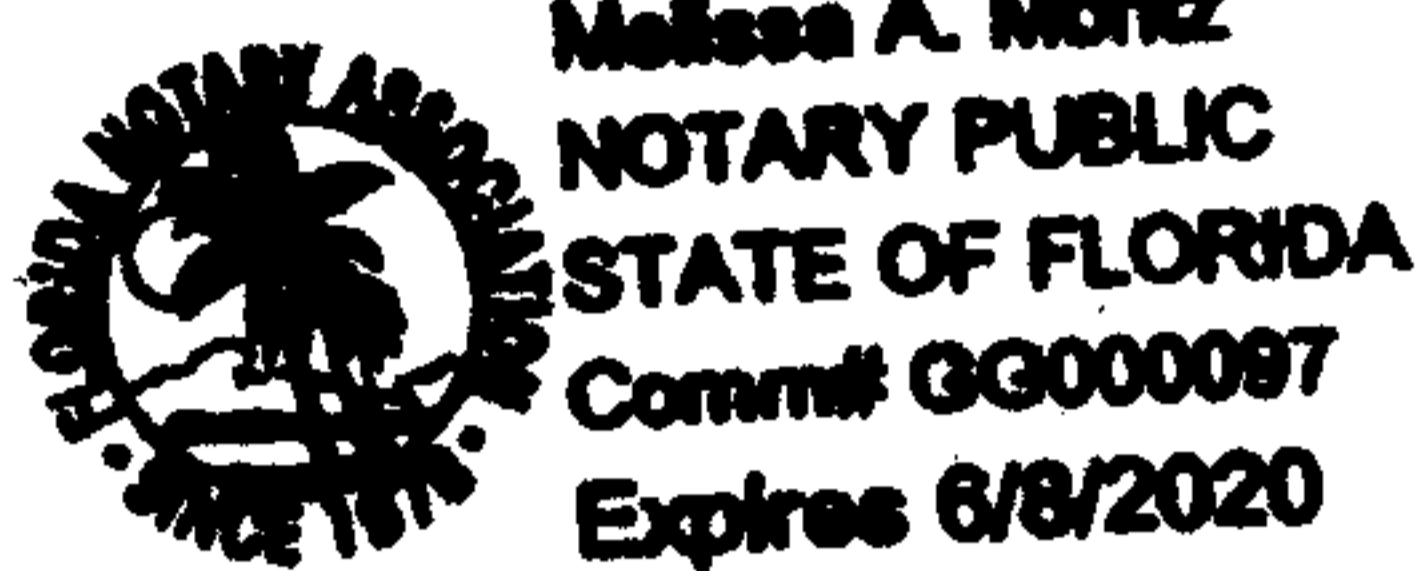
THE HEATHERS TWO AT THE  
PLANTATION OWNERS ASSOCIATION,  
INC., a Florida corporation not for profit

  
\_\_\_\_\_  
Don Farnsworth, Secretary

The foregoing instrument was acknowledged this 14<sup>th</sup> day of February, 2019, by DAVID

BORANS, as President of The Heathers Two at the Plantation Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation who are personally known to me or who have produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 14th day of February, 2019.



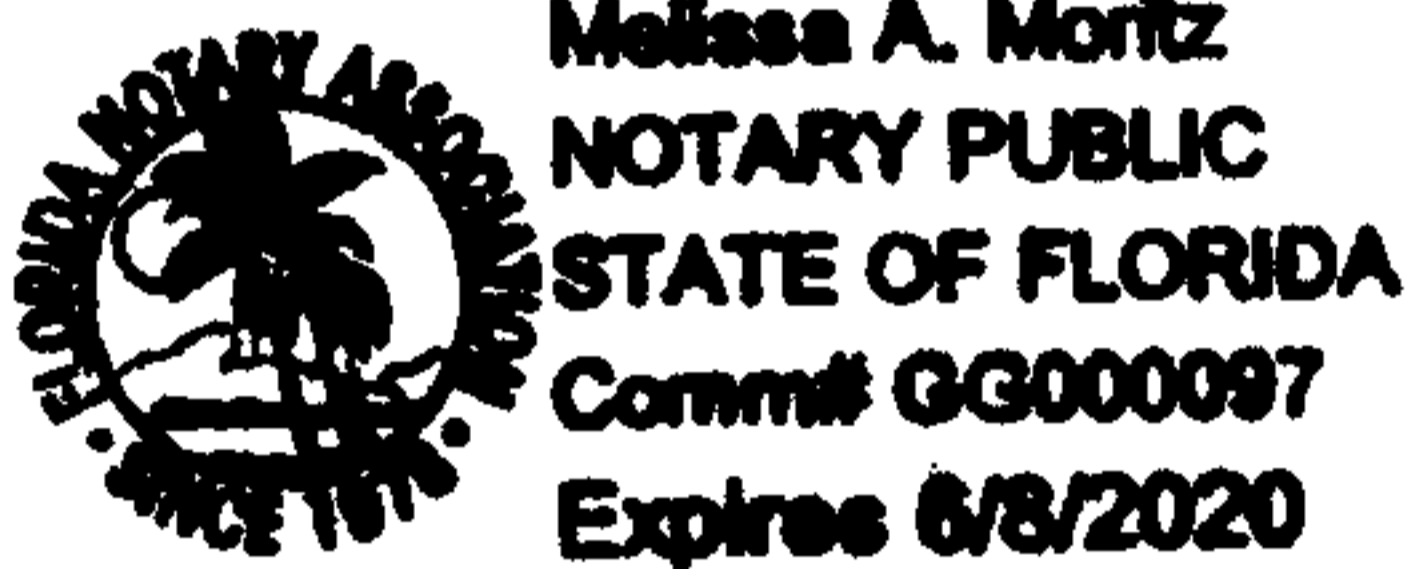
(Notary Stamp)

Melissa A. Moritz  
Notary Public  
My Commission Expires: 6/8/2020

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged this 14th day of February, 2018, by JANE SIMMONS, as Vice President and Treasurer of The Heathers Two at the Plantation Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation who are personally known to me or who have produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 14th day of February, 2019.



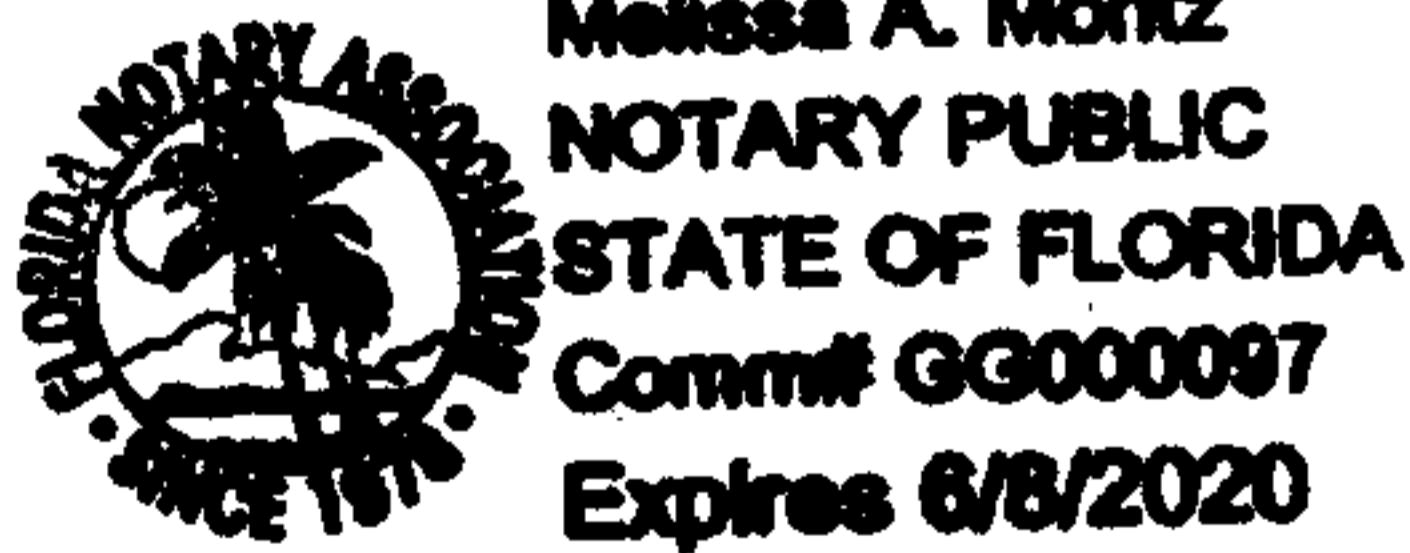
(Notary Stamp)

Melissa A. Moritz  
Notary Public  
My Commission Expires: 6/8/2020

STATE OF Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged this 14th day of February, 2019, by DON FARNSWORTH, as Secretary of The Heathers Two at the Plantation Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation who are personally known to me or who have produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 14th day of February, 2018.



(Notary Stamp)

Melissa A. Moritz  
Notary Public  
My Commission Expires: 6/8/2020

THIS INSTRUMENT was prepared by  
and should be returned to:  
The Heathers Two at the Plantation  
Owners Association, Inc.  
181 Center Road  
Venice, Fl 34285

AMENDMENT TO DECLARATION OF CONDOMINIUM OF  
THE HEATHERS TWO AT THE PLANTATION, a Condominium

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE HEATHERS  
TWO AT THE PLANTATION, a Condominium ("Amendment") is adopted as of this 14<sup>th</sup> day  
of February, 2019, by THE HEATHERS TWO AT THE PLANTATION OWNERS  
ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WITNESSETH:

WHEREAS, Plantation Associates, a Florida general partnership ("Developer") executed  
and recorded in the Official Records of Sarasota County, Florida, at Official Record ("O.R.") Book  
2091, Page 1276, a Declaration of Condominium of The Heathers Two at the Plantation, a  
Condominium, with respect to the real property described (the "Original Declaration") which was  
then amended by one or more instruments including but not limited to those recorded as O.R. Book  
2093, Page 507; O.R. Book 2724, Page 3 12; O.R. Book 2501 , Page 2729; O.R. Instrument  
Number 2014063510 of the Public Records of Sarasota County, Florida (all of the foregoing  
collectively with the Original Declaration, the "Declaration"); and

WHEREAS, this Amendment to Declaration of Condominium of THE HEATHERS TWO  
AT THE PLANTATION OWNERS ASSOCIATION, INC., was adopted at a duly noticed  
meeting of the members of THE HEATHERS TWO AT THE PLANTATION OWNERS  
ASSOCIATION, INC., a Florida corporation not for profit (the "Meeting") by a vote of no less  
than two-thirds (2/3) of the votes of the Units of the Condominium;

WHEREAS, notice and conduct of the Meeting was in all respects conducted in accordance  
with the requirements of the Declaration and Bylaws of the Association and applicable Florida  
Statutes; and

WHEREAS the Association desires to amend the Declaration as more specifically set forth  
herein.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Recitals. The recitals above are true, correct, and hereby incorporated by reference.

2. Amendment. Article XI, Restrictions, Section (c), of the Declaration is hereby amended and restated in its entirety to read as follows:

**A. Permitted Pets/Animals and Exceptions to Permitted Pets/Animals**

Only traditional household pets like dogs, cats, birds, and fish are permitted. No pet Pit Bulls shall be permitted. No dog who has been declared a "dangerous dog" under Florida law shall be permitted. The Board of Directors is authorized to expand the list of prohibited animals if they determine said animals are uninsurable.

**B. Restrictions to Permitted Pets/Animals**

The number of pet dogs per Unit is limited to two. Total number of pets (exception - fish and birds) per Unit is limited to three. All pets/animals shall be registered, inoculated, and spayed or neutered as required by applicable law or regulation or as reasonably requested by the Association. No pets/animals shall be permitted to run at large. All pets/animals must be kept restrained or on leash, when on the common grounds of the condominium.

Weight of each pet animal is limited to 70 pounds.

In the event the animal is a service or emotional support animal, the owner still has the obligation to abide by this Section and the rules and regulations of the Association with regard to said animal to the extent permitted by applicable law and regulations, and shall remain liable for any fines or enforcement policies by the Board to the extent permitted by applicable law and regulations. To the extent any portion of this Section is deemed invalid or not in compliance with applicable law, said portion shall be deemed severable or modified to the least extent necessary to be valid and enforceable, and shall not affect the enforceability of the remaining restrictions herein.

**C. Liability**

Any and all damage to persons, property, or otherwise sustained as a result of a pet or animal is the sole responsibility of the animal owner and the Unit owner who has permitted the animal on the Association property. Any such animal owner and Unit owner shall defend and indemnify the Association from and against any and all damages, losses, liabilities, obligations, costs and expenses, and any and all claims, demands or suits including reasonable attorneys' fees in connection therewith incurred by the Association which arise out of or result from said pet/animal, including without limitation, premises liability.

Damage to the Condominium Property caused by the animal will be repaired by the Association, and reasonable repair costs shall be billed to and immediately paid by the property owner. This will include costs for cleanup if the animal owner or Unit owner fails to responsibly cleanup after their animal(s).

#### D. Pet/Animal Owner Responsibilities

Owners shall limit noise from their animal(s) out of respect for their neighbors. They shall also limit noise from these animal(s) while they are left alone in the Unit so that it does not cause unreasonable annoyance or inconvenience.

#### E. Reporting Complaints/Violations

All owners shall adhere to the following procedure in order to make a complaint to the Association regarding an animal in the Condominium. If a Unit owner (the "Reporting Party") believes another Unit owner (the "Animal Owner") is in violation of this Section or the Association's rules and regulations regarding animals, the Reporting Party shall contact the Animal Owner to request correction of the issue. If the non-compliance continues, the Reporting Party may make a written complaint to the Association Board detailing the nature of the non-compliance, including time, place, animal description, name of animal owner and address of the property where the animal resides.

#### F. Penalty for Non-Compliance

In the event that the Unit Owner fails to comply with this Section, the Association shall provide the Unit owner ten (10) days written notice and right to cure the non-compliance. In the event that the Unit Owner fails to cure the non-compliance after ten (10) days of the written notice, the Board may invoke the following penalties.

- First Offence: a warning
- Second Offence: \$100.00 fine
- Third Offence: \$500.00 fine
- Fourth Offence: Owner agrees to remove the animal from the Association property.

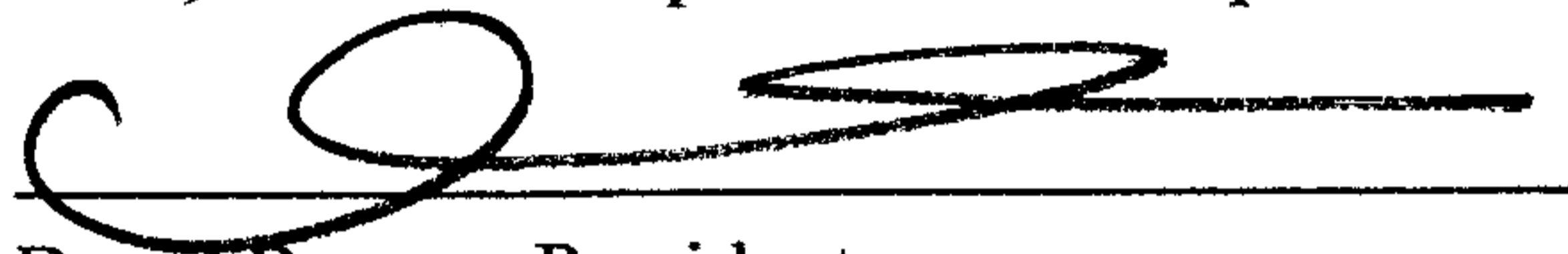
If the Owners do not remove the offending animal from the Association Property, the Owner shall reimburse the Association for all reasonable legal fees incurred by the Association for the removal of said animal(s) from the Association Property.

3. Effective Date. This Amendment shall be effective when recorded in the Public Records of Sarasota County, Florida.

4. Conflict: Ratification. To the extent of any conflict between the terms of this Amendment and the Declaration, this Amendment shall control. Except as expressly modified and amended herein, the Declaration is ratified and confirmed and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have hereunto affixed their hands and the seal of said corporation this 14<sup>th</sup> day of February, 2019.

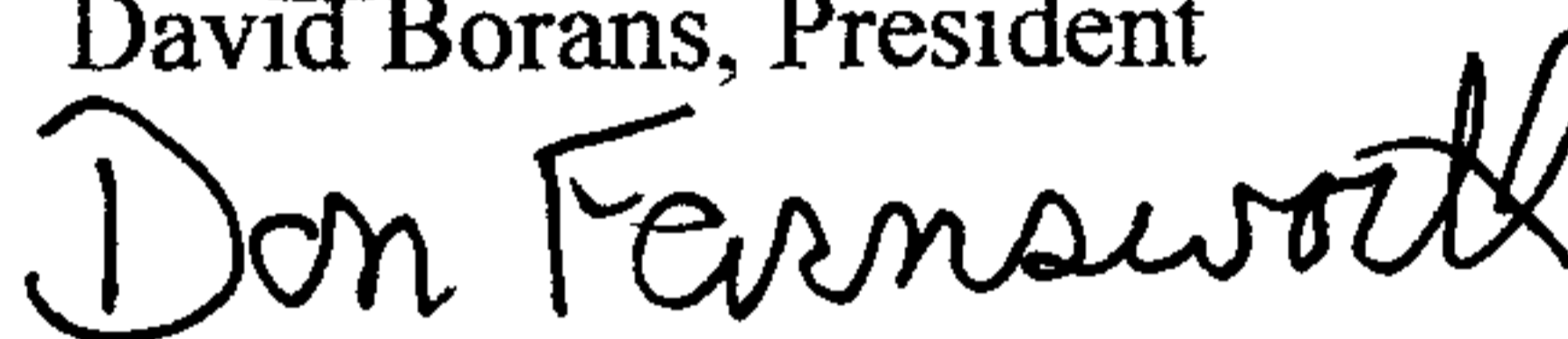
THE HEATHERS TWO AT THE  
PLANTATION OWNERS ASSOCIATION,  
INC., a Florida corporation not for profit



David Borans, President

(Corporation Seal)

ATTEST:

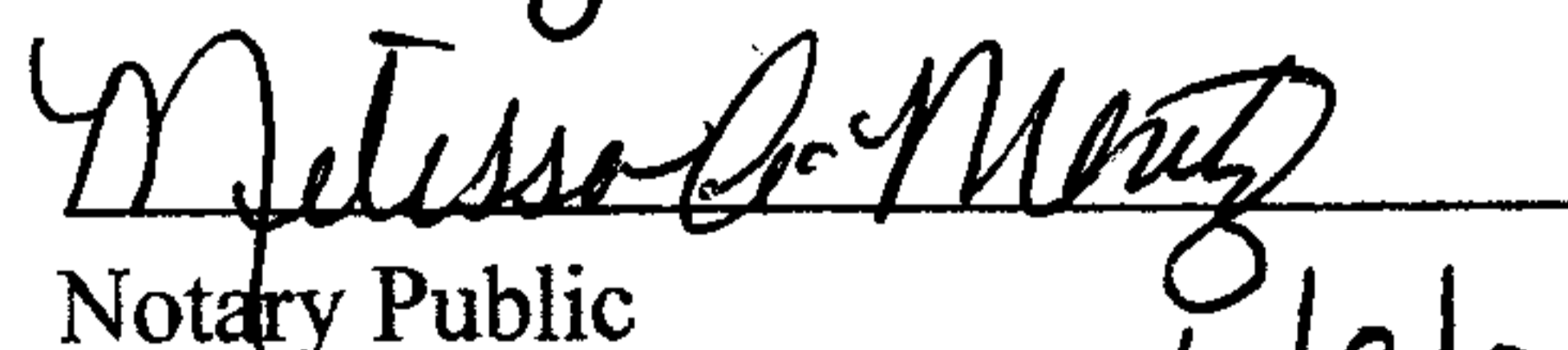


Don Farnsworth, Secretary

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged this 14<sup>th</sup> day of February, 2019, by DAVID BORANS, as President, of THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation who are personally known to me or who have produced \_\_\_\_\_ as identification.

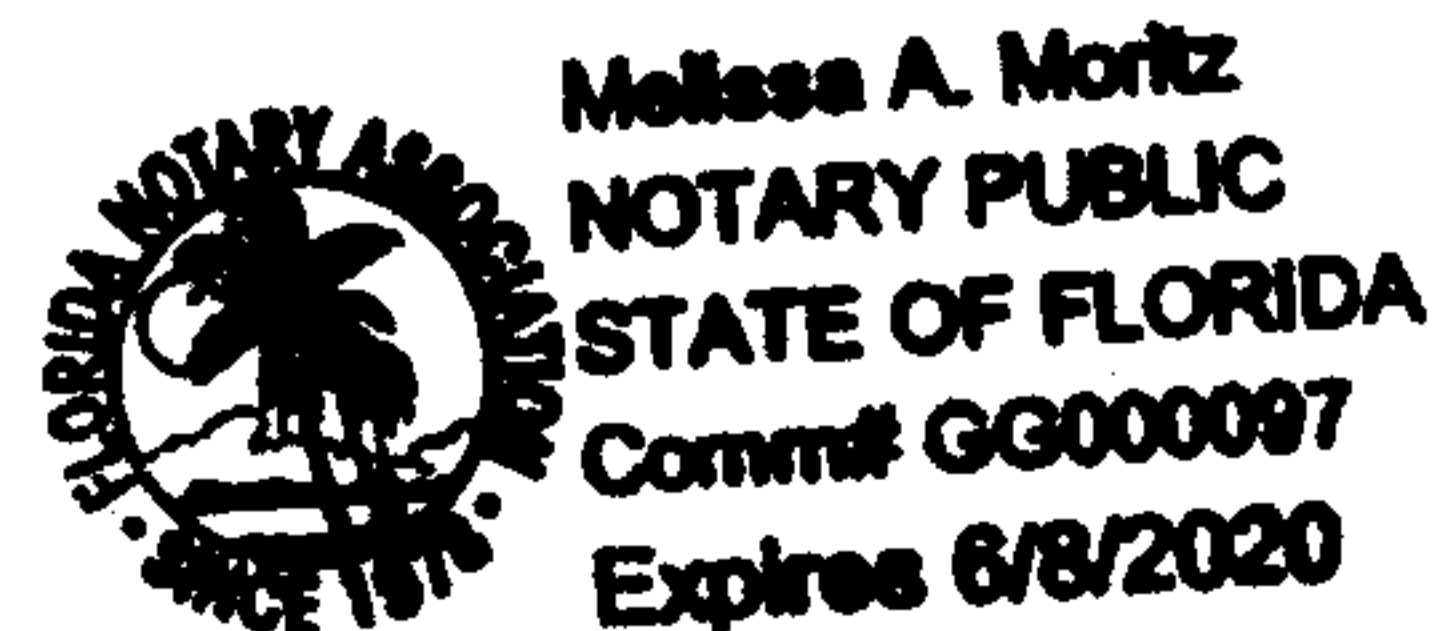
Witness my hand and official seal this 14<sup>th</sup> day of February, 2019.



Notary Public

My Commission Expires: 6/8/2020

(Notary Stamp)



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged this 14th day of February, 2019, by DON FARNSWORTH, as Secretary of THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation who are personally known to me or who have produced \_\_\_\_\_ as identification.

Witness my hand and official seal this 14th day of February 2019.

Melissa A. Moritz  
Notary Public  
My Commission Expires: 6/8/2020

(Notary Stamp)

