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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**GOLFVISTA CONDOMINIUM**

We hereby certify that the attached amendment to the Declaration of Condominium of Golfvista Condominium (which Declaration is originally recorded at Book 2199, Page 2697 of the Official Records of Sarasota County, Florida) were approved and duly adopted at an Annual Membership Meeting of GOLFVISTA CONDOMINIUM ASSOCIATION, INC. (herein, the "Association") held on January 13, 2021, by the affirmative vote of not less than 2/3rds of the unit owners as required by paragraph 24 of the Declaration of Condominium.

DATED this 18 day of JANUARY, 2021.

Signed, sealed and delivered

**GOLFVISTA CONDOMINIUM ASSOCIATION, INC.**

sign Zach Laurie

By: Mark Schuelke  
Mark Schuelke, President

print Zach Laurie

sign Nicole Kamisher

Attest: Kathleen Knezevich  
Kathleen Knezevich, Vice President

print Nicole Kamisher

(Corporate Seal)

STATE OF FLORIDA )  
COUNTY OF SARASOTA )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of January, 2021, by Mark Schuelke as President of Golfvista Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:



NOTARY PUBLIC

sign Barbara L O'Grady

print Barbara L O'Grady  
State of Florida at Large (Seal)

**AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**GOLFVISTA CONDOMINIUMS**

*[Additions are indicated by underline; deletions by ~~strike-through~~]*

17. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions:

...

C. No unit shall be occupied by relatives, ~~tenants~~ or guests while the unit owner is not in residence, unless such relative, or guest ~~or tenant~~ has been authorized by written correspondence to the Association from the unit owner prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure.

1. Lease of Units. To foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by Owners shall be restricted as provided in this Article. All leases of Units must be in writing. A Unit Owner may lease only the entire Unit, and then only in accordance with this Section, after receiving the written approval of the Association. The lessee must be a natural person.

a. Term of Lease and Frequency of Leasing. No Unit may be advertised, offered for use via a license or other agreement, held out, offered, advertised, rented, or leased for a period of less than ninety (90) days. An option within a lease for the lessee to extend or renew the lease for any additional period shall not be permitted without written Board approval. No subleasing or assignment of lease rights by the lessee is allowed without written Board approval.

Those Units acquired after the effective date of adoption of this amendment shall not be rented or leased for a time greater than six (6) months in any twelve (12) month period. The date of acquisition of a Unit shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Sarasota County, Florida.

Two-Year Lease Prohibition. Those Units acquired after the effective date of the adoption of this Amendment shall not be rented or leased for a period of twenty-four (24) months following acquisition of the Unit. The date of acquisition of a Unit shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Sarasota County, Florida.

b. Procedures.

- i. Notice by the Unit Owner. An Owner intending to lease the Owner's Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully-executed copy of the proposed lease, and such other information as the Board may reasonably require.
- ii. Board Action. After the required notice and all information and fees have been provided completely, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease.
- iii. Disapproval. Appropriate grounds for disapproval shall be as follows:
  1. The Unit Owner is delinquent in the payment of any monetary obligation to the Association at the time the lease application is considered;
  2. The Unit Owner has a history of leasing his or her Unit without obtaining the prior written approval of the Association, or leasing to troublesome lessee and/or refusing to control or accept responsibility for the occupancy of the Unit;
  3. The application on its face indicates that the person seeking approval (which shall include all proposed occupants) intends to conduct himself or herself in a manner inconsistent with the covenants, rules and restrictions applicable to the Condominium;
  4. The prospective lessee (which shall include all proposed occupants), during previous occupancy in this Condominium, has evidenced an attitude of disregard for the Association covenants, rules or restrictions;
  5. The prospective lessee gives false or incomplete information to the Board as part of the application; or
  6. If the Association disapproves a prospective tenant, occupant, or lease for "good cause" as set forth above, and or non-compliance with any of the restrictions enumerated above, the Association shall have no duty to furnish an alternative tenant, occupant, or lease, and the transaction shall not be made.
- c. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board, at its election, may approve or disapprove the lease. Any lease entered without written approval, at the option of the Board, may be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Unit Owner.
- d. Applications, Assessments. Applications for authority to lease shall be made to the Board on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Assessments or other monetary obligations due to the Association may not be delegated to the lessee.

- e. Occupancy During Lease Term. Only the lessee, his or her family members within the first degree of relationship by blood, adoption or marriage, and his or her spouse/partner and temporary (not more than 30 days in a calendar year) house guests may occupy the Unit.
- f. Occupancy in Absence of Lessee. If a lessee absents himself or herself from the Unit for any period of time during the lease term, his or her family within the first degree of relationship already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions contained in this Declaration and any Rules and Regulations adopted by the Association. If the lessee and all the family members mentioned in the foregoing sentences are absent, no other person may occupy the Unit.
- g. Regulation by Association. All the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Rules and Regulations of the Association and the provisions of the Condominium Documents designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether or not specifically expressed in such agreement. The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owner shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to obtain Association approval of the tenant, or fails to bring the conduct of the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents and Rules and Regulations, including without limitation the right to institute an action for eviction, pursuant to Chapter 83, Florida Statutes, against the tenant. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner.
- h. Fees Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association shall charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law (currently \$100.00 per applicant with husband and wife or parent and child considered one applicant). No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

D. ~~Children under the age of 18 years and guests must be accompanied by the unit owner or authorized resident when using common recreational facilities. [Intentionally left blank].~~