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THIS INSTRUMENT PREPARED BY:
ALBERT L. MOORE
P.O. No. 1757
Venice, Fla. 33595

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF

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BAHIA VISTA CLUB OF VENICE, INC.

BAHIA VISTA CLUB OF VENICE, INC., a Condominium, its address being 999 Inlet Circle, Venice, Sarasota County, Florida, by the hands of the undersigned hereby certify that:

The Board of Directors of Bahia Vista Club of Venice, Inc., approved by affirmative vote of the Board of Directors the following amendments to the Declaration of Condominium, which were then submitted to the entire membership of the Association at its meeting called and held on the 5th day of April, 1976 and approved by affirmative vote in excess of 66 2/3% of the membership of the Association as required by SEETAB 7 Florida Statute 711.

Paragraph 5.4 of the Declaration of Condominium is hereby amended to read as follows:

4.4 ~~5.4~~ COMMON EXPENSES INCLUDE:

- (1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements; and of portion of units to be maintained by the Association.
- (2) Expenses declared common expenses by the Board of Directors of the Association, by provisions of this Declaration, by provisions of the By-Laws and by provision of Florida Statutes.
- (3) Expenses for which the unit owners are liable to the Association.
- (4) Charges for utility services except such services as are metered separately to each unit.
- (5) A prorata share of payment under the terms of the lease between BAHIA VISTA CLUB OF VENICE, INC., as Lessee, and BAHIA VISTA OF VENICE, INC., as Lessor, a copy of which is attached hereto as Exhibit "C" and of any other leases entered into between BAHIA VISTA CLUB OF VENICE, INC. and BAHIA VISTA OF VENICE, INC., and the payment due under the Sublease between the owner and BAHIA VISTA CLUB OF VENICE, INC. which shall be executed in the form attached hereto as Exhibit "D". SEETAB 5

4.8
Paragraph ~~5.8~~ shall be added to the Declaration of Condominium to read as follows:

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4.8 ~~5.9~~ **ASSESSMENT:** Means a share of the funds required for the payment of common expenses which from time to time is assessed against the unit owner.

Paragraph 6 of the Declaration of Condominium is hereby amended to read as follows:

5 ~~6~~ **THE CONDOMINIUM ACT:** Chapter 711, Florida Statutes, 1975, is incorporated herein by reference and all provisions or amendments thereof shall apply in this condominium.

Paragraph 8 of the Declaration of Condominium is hereby amended to read as follows:

7 ~~8~~ **AMENDMENTS OF DECLARATION:** This Declaration may be amended by an affirmative vote of unit owners of not less than 2/3rds of the units cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws. No such amendment shall be effective until recorded in the Office of the Clerk of the Circuit Court of Sarasota County, Florida. *SEE TAB 7*

Paragraph 9 of the Declaration of Condominium is hereby amended to read as follows:

8 ~~9~~ **BY-LAWS:** The operation of the condominium property shall be governed by the By-Laws of BAHIA VISTA CLUB OF VENICE, INC., a copy of which is attached as Exhibit "E" and incorporated herein by reference. No modification or amendment to these By-Laws shall be deemed valid unless set forth in a duly recorded amendment to this Declaration in accordance with the formalities set forth in Section 8 above. Said amendment shall be made in accordance with the provisions of the Articles of Incorporation and By-Laws.

Paragraph 14 of the Declaration of Condominium is hereby amended to read as follows:

13 ~~14~~ **ANNUAL BUDGET AND COLLECTION OF ASSESSMENTS:**

- 13 ~~14~~.1. The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, which budget shall project anticipated income and estimated common expenses.
- 13 ~~14~~.2. The Association, through its Board of Directors, shall assess the estimated common expenses against each unit in accordance with the formula heretofore set forth in Paragraph 7 above. Except for the lease payments, one-fourth (1/4) of the amount assessed against each unit shall be payable on the first day of each quarter. Lease payments shall be due in accordance with the terms of the sublease.
- 13 ~~14~~.3. The Association, through its Board of Directors, shall have the power to fix and determine, from time to time, special assessments against each unit for the common expenses of the condominium property.
- 13 ~~14~~.4. When the Board of Directors has determined the amount of any assessment, the treasurer of the corpor-

ation shall mail or present to each unit owner a statement of said unit owner's assessment. Said assessment shall be payable quarterly in advance, or as ordered by the Board of Directors. All assessments shall be payable to the treasurer of the corporation and, upon request, the treasurer shall give a receipt for each payment made to him. If a unit owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining quarterly installments for the fiscal year upon notice thereof to the unit owner, and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or the mailing of such notice to the unit owner. SEE TAB 7

Paragraph 15.6 of the Declaration of Condominium pertains to developer and is no longer applicable and shall therefore be eliminated.

Paragraph 18 entitled, "DEVELOPER'S USE" of the Declaration of Condominium of BAHIA VISTA CLUB, pertains to developer and is no longer applicable and shall therefore be eliminated.

Paragraph 23.2 of the Declaration of Condominium is hereby amended to read as follows:

23.2 In any proceeding arising because of an alleged failure of a unit owner or the Association to abide by Florida Statutes, Chapter 711, or any amendment thereto, the Declaration of Condominium of BAHIA VISTA CLUB or any amendment thereto, the Articles of Incorporation and By-Laws of BAHIA VISTA CLUB OF VENICE, INC., or any amendment thereto, or the rules and regulations properly adopted or any amendment to them, the prevailing parties shall be entitled to recover sums due for damages or injunctive relief or both, as well as the costs of the proceeding and such reasonable attorney fees as may be awarded by the Court. SEE TAB 7

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 12 day of May, 1976.

ATTEST:

By: Arthur E. Adams
Secretary

BAHIA VISTA CLUB OF VENICE, INC.
By: Timothy W. Wright
President

SEAL

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 Timothy W. Wright, as President and Arthur E. Adams, as Secretary, of Bahia Vista Club of Venice, Inc., and they acknowledged before me that they are such officers of said corporation; and they executed

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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 of Declaration of Condominium and that the execution thereof is the free act and deed of said corporation.

WITNESS my hand and official seal at Venice, Sarasota County, Florida, this 1st day of May, 1976.

James E. Brown
Notary Public



My Commission Expires:

Notary Public, State of Florida at Large
My Commission expires on Apr. 2, 1979
Bonded by U S F & G

FILED
R. H. HARRIS, CLERK
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