

1284 1691

THIS INSTRUMENT PREPARED BY:  
ROBERT L. MOORE  
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Venice, FL 33595  
900460

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF

BAHIA VISTA CLUB, A CONDOMINIUM

BAHIA VISTA CLUB, 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 member-  
ship of the Association at its meeting called and held on  
the 8th day of January, 1979 and approved by affirmative  
vote in excess of two-thirds (2/3) of the membership of the  
Association as required by the Declaration of Condominium.

1. Article ~~7~~<sup>4.4</sup> (5) is hereby amended to read as  
follows:

(5) Expenses of mortgage payments to be made  
by the Association as a result of purchasing  
the former leasehold property.

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

3. Article 14.2 is hereby amended to read as  
follows:

The Association, through its Board of Direct-  
ors, shall assess the estimated common  
expenses against each unit in accordance  
with the formula heretofore set forth  
in Paragraph 1. One-fourth (1/4) of the  
amount assessed against each unit shall  
be payable on the first day of each quar-  
ter.

4. Article 15.1 is hereby amended by adding the  
following:

"A single family for purposes of this  
limitation shall consist of no more than  
four (4) persons."

SEE TAB 6, TAB 7

1284 1691

5. 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 Club 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. SEE TAB 7

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

7. Article 15 is hereby amended by adding Article 15.6 to read as follows:

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. SEE TAB 7

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

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

(16) Conveyances, Leases, Rentals, or Occupancy of Unit in Owners Absence. SEE TAB 7

10. 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 foreclos-

ure 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.

SEE TAB 7

11. Article 16.1 (1) is hereby amended to read as

follows:

(1) Notice to Directors. A unit owner intending to lease his unit, rent his unit, let his unit be occupied by someone in his absence or make a bona fide sale of his unit, or any interest therein, shall give notice to the Directors of such intention, together with the name and address of the intended tenants, users or purchasers, such other information as the Directors may reasonably require, and the terms of the proposed transaction.

SEE TAB 7

12. 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 airconditioning 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 maintenance 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.

13. Article 17.3 is hereby amended by adding the following:

A single family for purposes of the limitation shall consist of no more than four (4) persons. *SEE TAB 7*

14. Article 17 is hereby amended by adding paragraph 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.

*17.10 + 17.11 ADDED SEE TAB 7*

15. Article 20.2 (1) (a) is hereby amended to include "flood and water damage, and".

16. 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 mortgages 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.

17. Articles 22, 22.1, 22.2 and 22.3 are hereby amended by deleting them from the Declaration of Condominium.

18. The Declaration is hereby amended to reflect the correct Article numbers caused by any deletion or addition of whole Articles.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 19th day of JANUARY, 1979.

ATTEST  
By [Signature]  
Secretary

BAHIA VISTA CLUB OF VENICE, INC.  
By [Signature]  
President

STATE OF FLORIDA  
COUNTRY 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 DEWISAL W. AIRIANT, as President and HARRY E. BRUNATT, as Secretary, of Bahia Vista Club of Venice, Inc., and they acknowledge 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 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 19th day of JANUARY, 1979.

[Signature]  
Notary Public

My Commission Expires: [Date]  
Notary Public, State of Florida at Large  
My Commission Expires Nov 15, 1981  
Bonded By 557, 53

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