

O.R. 1505 PG 1874

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF

BAHIA VISTA CLUB, A CONDOMINIUM

BAHIA VISTA CLUB OF VENICE, INC., 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 as as recorded in Official Record Book 779, pages 196-209, of the Public Records of Sarasota County, which were then submitted to the entire membership of the Association at its meeting called and held on the 7 day of APRIL, 1982 and approved by affirmative vote in excess of two-thirds (2/3) of the units as required by the Declaration of Condominium.

1. Article 15 is hereby amended by adding Article 15.7 to read as follows:

"15.7 The sale, rental, devise, loan or other transfer of a use or interest in a unit or condominium parcel to a corporation, partnership, association or group other than a single person or a single family is prohibited; except this provision 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 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 savings and loan association which so acquired its title, and this provision shall not apply to Bahia Vista Club of Venice, Inc."

2. Article 15.1 is hereby amended to read as follows:

"15.1 Single family residences. The condominium property shall be used only for single residences and for the furn-

ishing of services and facilities herein provided for the enjoyment of such residences. Each unit for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose. No unit may be occupied by more than seven (7) people."

SEE TAB 7

3. Article 16.1(2) is hereby amended to read as

follows:

"16.1(2) Approval of Directors. Within thirty (30) days after receipt of such notice, the Directors must either approve or disapprove the transaction. In the event a lease, sublease, or occupation of a unit is disapproved, the unit shall not be leased, subleased or so occupied. In the event a sale or transfer is disapproved or no action is taken by the Board or its duly authorized officers, agents or committee within such 30 days, and the unit owner intends to close in spite of such inaction or disapproval, the unit owner shall give the Board of Directors an additional 30 days written notice of such intent to close. In such an event, the Board of Directors must furnish a purchaser approved by the Board who will purchase the unit for the identical price, terms and conditions. Notice of this purchase will be given the unit owner in writing delivered to the proposed seller or mailed to the address as shown on the Association records. The purchase approved by the Association may have an additional 30 days in which to close the transaction."

If the Directors do not furnish a purchaser, the Directors will approve the sale, and if they refuse, the sale may be closed without their written approval.

The approval of the Directors shall be in recordable form and shall be delivered to the purchaser and recorded in the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President,

this 15 day of April, 1982.

ATTEST:

BAHIA VISTA CLUB OF VENICE,  
INC.

By Bruno L. Virgili  
acting Secretary

Dennis W. Wright  
President

WITNESSES:

Robert L. Moore

James E. Williams

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 Dennis W. Wright, as President, and Bruno L. Virgili, 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 15 day of April, 1982.

Robert L. Moore  
Notary Public

My Commission Expires:.....

Notary Public, State of Florida at Large  
My Commission Expires Apr. 18, 1983  
Bonded By U.S.F. & G.

APR 19 4 00 PM '82  
FILED AND RECORDED  
R. W. HARRIS JR.  
SARASOTA  
1:82588

O. R. 1505 PG 1876

51.00

94023810

.. OFFICIAL RECORDS ..  
BOOK 2604 PAGE 447

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM  
ARTICLES OF INCORPORATION  
BYLAWS

BAHIA VISTA CLUB OF VENICE, INC.

WE HEREBY CERTIFY that the attached amendments, which are hereby incorporated herein, to the Declaration of Condominium of Bahia Vista, a Condominium, the original of which is recorded at Official Records Book 779, Page 196 et seq. of the Public Records of Sarasota County, Florida, and to the Articles of Incorporation and Bylaws of Bahia Vista Club of Venice, Inc. ("the Association"), which are recorded as exhibits to that Declaration, were adopted at the annual meeting of the Association held January 10, 1994, by the affirmative vote of not less than two-thirds of the members of the Association, in accordance with Article 8.1 of the Declaration and Articles IX and X of the Association's Articles of Incorporation.

DATED this 18th day of February, 1994.

Witnesses: BAHIA VISTA CLUB OF VENICE, INC.

sign Vicki Trueschel By: Stephanie Balogh  
print VICKI TRUESCHEL Stephanie Balogh, President  
999 Inlet Circle Road, #D-104  
Venice, Florida 34285

sign Sandra R MacIntyre  
print SANDRA R. MacINTYRE

Witnesses:  
sign Vicki Trueschel Sign: Olson  
print VICKI TRUESCHEL Sign: Olson, Secretary  
999 Inlet Circle Road, #B-204  
Venice, Florida 34285

sign Sandra R MacIntyre  
print SANDRA R. MacINTYRE

V404 Daniel J. Sobczak

AMENDMENTS

DECLARATION OF CONDOMINIUM  
BAHIA VISTA CLUB

OFFICE  
BOOK 2604 PAGE 449

1. SUBMISSION TO OWNERSHIP. VENICE LANDMARK, INC., a Florida corporation of Venice, Florida, does hereby has submitted to condominium ownership pursuant to Chapter 711, Florida Statutes 1967 and subsequent amendments thereto, known as "The Florida Condominium Act," a fee simple interest in the land and improvements situated, lying and being in the County of Sarasota, State of Florida, being more particularly described as Parcel "A," "B," "C," "D" and "E" in the survey and plat plan.

3. CONSTRUCTION OF IMPROVEMENTS. ~~The improvements are being constructed in accordance with plans and specifications approved by VENICE LANDMARK, INC., and title to each of the condominium parcels is vested in VENICE LANDMARK, INC., or its grantee. Title shall be conveyed by Warranty Deed in the form attached hereto as Exhibit "B."~~

4. SURVEY AND FLOOR PLAN. A survey of the land presently being submitted to condominium ownership and land presently leased to BAHIA VISTA CLUB OF VENICE, INC., by BAHIA VISTA OF VENICE, INC., and a graphic description of the improvements constructed or to be constructed thereon, and a plat plan locating such improvements thereon and a floor plan identifying each unit and the common elements and their respective locations and approximate dimensions are recorded in Condominium Book 3, Pages 14 to 14B, public records of Sarasota County, Florida, and incorporated herein. The condominium units shall be known and numbered as described in said Condominium Book at the aforementioned pages.

4 5. DEFINITIONS. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Florida Condominium Act (Section 711.03 Florida Statutes 1967) and as follows unless the context otherwise requires:

[Renumber subsequent sections and articles accordingly]

5 6. THE FLORIDA CONDOMINIUM ACT: Chapter 711, Florida Statutes, 1993, as amended from time to time 1975, is incorporated herein by reference and all provisions or amendments thereof shall apply in this condominium.

7 8. AMENDMENTS OF DECLARATION: This Declaration may be amended by the an affirmative vote of the unit owners of not less than 2/3rds of the units represented 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.

10 11. COMMON EXPENSES; LIABILITIES; LIEN AND PRIORITIES; INTEREST AND COLLECTION. A unit owner, regardless of how title is acquired, shall be liable for his share of all common expenses coming due while he is the owner of the unit. In a voluntary conveyance, the grantor shall be jointly and severally liable with the grantee for the unit share of unpaid common expenses up to the time of such voluntary conveyance.

10 11.1 The liability for common expenses may not be avoided by waiver of the use or enjoyment of any common elements, the Association leasehold property or by abandonment of the unit.

10 11.4 Liens for the unit share of common expenses may be foreclosed by suit brought in the name of the association in a like manner as a foreclosure of mortgage on real property as more fully set forth in The Chapter 11, Florida Condominium Act Statutes 1967.

10 11.2 A unit's share of the common expenses and installments thereon, not paid within thirty (30) days of due date, shall bear interest from the date when due until paid at the highest rate allowed by law, together with a late charge in the amount of \$25 or 5% of the amount due, whichever is greater.

10 11.3 The Association shall have a lien on each condominium parcel for the unit share of any unpaid common expenses, and any interests and late charge thereon against the owner of such condominium parcel until paid. Such lien shall also include reasonable attorney fees incurred by the Association incident to the collection of such common expenses or enforcement of such lien. Such lien shall be executed in and recorded in the public records of Sarasota County, Florida, in the manner provided by law, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of the recording of the claim of lien by the Association, except as otherwise provided in the Florida Condominium Act.

10 11.4 Liens for the unit share of common expenses may be foreclosed by suit brought in the name of the association in a like manner as a foreclosure of mortgage on real property as more fully set forth in The Chapter 11, Florida Condominium Act Statutes 1967.

## 12 13. MEMBERSHIP IN ASSOCIATIONS.

12 13.1 BAHIA VISTA CLUB OF VENICE, INC., a non-profit Florida corporation, was created chartered to perform the acts and duties desirable for apartment-house management of the condominium for unit and common elements, and to levy and enforce collection of assessments necessary to perform its acts and duties as-aforeaid.

12 13.2 Each ~~All~~ unit owners shall automatically be a members of the Association and said membership shall terminate when that person they no longer has an ownership interest said in a unite in the condominium.

13 14. ANNUAL BUDGET AND COLLECTION OF ASSESSMENTS.

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 6 7. One-fourth (1/4) of the amount assessed against each unit shall be payable on the first day of each quarter.

13 14.4. When the Board of Directors has determined the amount of any assessment, the treasurer of the corporation 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.

14 15. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions as long as the condominium exists and the apartment building in useful condition exists upon the land.

14 15.1 Single family residences. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each unit ~~for each provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose. No unit may be occupied by more than seven (7) people.~~ A single family for purposes of this limitation shall consist of an individual or not more than four (4) persons, operating as a single housekeeping unit.

14 15.4. Unit Leasing and Rentals. Only the entire unit may be ~~leased or rented,~~ provided the occupancy is only by the Lessee ~~or tenant and other members of his or her family (as provided in Article 14.1 hereof) and complies with all of the provisions of the 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 thirty (30) consecutive days (except for a rental for the month of February, which may be for the period of that entire one month).

14 15.6 Pets. No unit owners, tenant, ~~renter~~ or occupant may keep any pete on the Condominium premises or in a Condominium unit except fish and caged birds. Any owners or tenants having a pete in the unit on the date of the adoption of this provision (that is, on January 24, 1979) 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 except as allowed herein.

15 16. CONVEYANCES, LEASES, RENTALS, OR OCCUPANCY OF UNIT IN OWNER'S ABSENCE. In order to assure a community of congenial residents and thus protect the value of the units, the sale, rental, occupancy and mortgaging of units by any owner other than developer shall be subject to the following provisions.

15 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 rental by a bank, life insurance company or federal savings and loan association which so acquired its title.

(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. The notice of a proposed sale or rental shall also include a fee in such amount as determined by the Board of Directors, not to exceed the maximum allowed by law.

16 17. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

16 17.3 Not use or permit the use of his unit for any purpose other than as a single family residence (as provided in Article 14.1 hereof and maintain his unit in a clean and sanitary manner.

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

16.10 Allow no laundry washer or dryer to be installed, maintained or kept in the unit.

16.11 Use the condominium dock, for the mooring of a boat or for any other purpose, only during such time as that owner is in residence in the unit, and in the absence of such residence allow the use of the dock only by the tenant or occupant of the unit, if any, in accordance with the rules and regulations of the corporation.

20 21 COMPLIANCE AND DEFAULT. Each unit apartment owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of unit an apartment owner to comply with such documents and regulations shall entitle the Association or other apartment owners to the following relief in addition to the remedies provided by The Florida Condominium Act:

20 21.2 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 party shall be entitled to recover sums due for damages or injunctive relief or both, as well as the costs of the proceeding and its such reasonable attorney fees as may be awarded by the Court.

23 24.16. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same as used, herein the term "member" means and refers to any person, natural or corporate, who is an apartment owner and the term "association" is used synonymously with the "corporation" and refers to BAHIA VISTA CLUB OF VENICE, INC. ~~The term "developer" refers to VENICE LANDMARK, INC.~~

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AMENDMENTS

ARTICLES OF INCORPORATION  
BAHIA VISTA CLUB OF VENICE, INC.

(Additions are indicated by underline, deletions by ~~strikeout~~)

~~We, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of forming~~ These are the Articles of Incorporation of a corporation not for profit in accordance with the laws of the State of Florida; ~~these Articles of Incorporation, as by law provided.~~

ARTICLE II.

The purposes for which this corporation is formed are as follows:

- B. To carry out the duties and obligations and receive the benefits given the association by the Declaration of Condominium Restrictions, Reservations, Covenants, Conditions and Easements of BAHIA VISTA CLUB OF VENICE, INC., a condominium.

~~ARTICLE VII.~~

~~The names of the officers who shall serve until the first election are as follows:~~

<u>Name</u>	<u>Title</u>
<del>T. Lamar Hason, Jr.</del>	<del>President</del> <del>Treasurer</del>
<del>R. O. Isphording</del>	<del>Vice President</del>
<del>Royce D. Pipkins</del>	<del>Secretary</del>

~~ARTICLE VIII.~~

~~The following persons shall constitute the first Board of Directors, and shall serve until the first election of the Board of Directors at the first regular annual meeting of the members:~~

<u>Name</u>	<u>Address</u>
<del>T. Lamar Hason, Jr.</del>	<del>620 Armada Road, South Venice, Florida 33595</del>
<del>R. O. Isphording</del>	<del>440 S. Park Boulevard Venice, Florida 33595</del>
<del>Royce D. Pipkins</del>	<del>1217 Laurel Avenue Venice, Florida 33595</del>

[Renumber Articles IX and X as VII and VIII]

AMENDMENTS

BYLAWS

BAHIA VISTA CLUB OF VENICE, INC.

(Additions are indicated by underline, deletions by strikeout)

Article 1.  
General

Section 3. DEFINITION. As used herein, the term "corporation" shall be the equivalent of "association," and the words "property," and "unit" or "unit owner" and "condominium" are defined as set forth in Chapter 718 711, Florida Statutes.

ARTICLE 2.

DIRECTORS

Section 2: VACANCY AND REPLACEMENT: If the office of any director or of directors becomes vacant by reason of death, resignation, retirement, disqualification, ~~removal from office,~~ or otherwise, the Board of Directors may ~~set at a special meeting duly called of the directors for the purpose of filling such vacancy.~~ A vacancy created by the members of the corporation shall be filled in the manner provided by law. The vote required to fill such vacancy shall be a majority of the entire Board. ~~For the purpose of filling such vacancies, directors may vote in person or by written proxy.~~ A successor chosen to fill such vacancy shall hold office for the unexpired term. SEE TAB 10

Section 3. REMOVAL: ~~The original Directors or any Directors appointed to fill a vacancy arising prior to January 15, 1970 shall not be capable of being removed by a vote of the membership. After the initial election of Directors by the membership, Directors may be removed with or without ~~for~~ cause by an affirmative vote or agreement of a majority of the members, in the manner provided by law. No Director shall continue to serve on the Board ~~if, except as heretofore set forth, during his term of office~~ if his membership in the corporation shall be terminated for any reason whatsoever. Any member who has not paid his or her share of any assessment within thirty (30) days of billing date, shall be ineligible to be a director of the corporation, and further, any such non-payment shall be just cause for the removal of any director.~~

Section 4. POWERS: The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles Certificate of Incorporation, or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect assessments and establish the time for which payments of same are due;

Section 6. MEETINGS:

(B) Special meetings shall be held whenever called by the direction of the president or the majority of the Board of Directors. That the secretary shall give notice of each special meeting either by personal delivery or written notice, personally by U.S. regular mail, facsimile transmission or by telegram, at least five (5) days before the date of such meeting, but the Board of Directors may waive notice of the calling of the meeting. The directors may set a regular meeting date any time and date certain which once adopted by the directors are notice to all members of the Board of Directors as to the time and date and place of said meeting, and no further notice must be given to the directors.

Article 3.

SEE TAB 10

OFFICERS

Section 9. RESIGNATIONS: Any Director or other officer may resign his office at any time, such resignation to be made in writing or upon oral statement at a Board meeting, and shall be taken effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

Section 10: BONDING: The Association shall, as a common expense, obtain and maintain fidelity bonds for appropriate persons in a manner not less than that required by law. The standard position bonds in amounts determined by the Board of Directors shall be obtained and incorporated as an expense for the office of president and treasurer for the faithful performance of the duties of such officers.

ARTICLE 5.

MEETINGS OF THE MEMBERSHIP

Section 3. ANNUAL MEETING:

F. The Association shall also provide such notices of the annual meeting and the annual election of Directors as required by law.

Section 5. RIGHT TO VOTE AND PROXIES: At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxies shall only be valid for such meeting or subsequent adjourned meeting thereof. When an individual or a corporation owns more than one condominium parcel,

they shall be entitled to the votes for each parcel so owned. The form of proxies shall also comply with all requirements of law.

Section 6. SPECIAL MEETINGS:

B. ~~At least five (5)~~ Not less than ten (10) days before a special meeting of the members, written notice of said special meeting of members stating the time, place and object thereof shall be ~~served upon and mailed~~ by U.S. Regular Mail to each member entitled to vote thereof at such address as appears on the books of the Corporation. SEE TAB 10

Section 7. QUORUM: Members entitled to vote and representing owners of a majority fifty-one (51%) percent of the units present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the statutes, by the Articles Certificate of Incorporation or by these By-Laws. If, however, such a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time, and if such adjournment shall set the time, date and place for the meeting to reconvene, no further without notice shall be required other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 8. VOTE REQUIRED TO TRANSACT BUSINESS: When a quorum is present at any meeting, the vote of a majority of the unit owners present in person or represented by written proxy, shall decide any question brought before the meeting unless the question is one upon which by express provision of the statutes or the Articles Certificate of Incorporation, the Declaration of Condominium or of these By-Laws a different vote is required, in which case such expressed provision shall govern and control the decision of such question.

ARTICLE 6.

NOTICES

Section 1: DEFINITION: Whenever under the provision of the Statutes or of the Articles Certificate of Incorporation, or of these By-Laws or the Declaration of Condominium, notice is required to be given to any director or member, it shall, unless otherwise provided therein, be given in writing by U.S. Regular Mail by depositing the same in the post office or letter box in a sealed wrapper addressed to such director or member as appears on the books of the Corporation.

SEE TAB 10

OFFICIAL RECORDS  
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RECORDED IN OFFICIAL RECORDS AND VERIFIED  
MAY 25 PM 1:02  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
FLORIDA COUNTY, FL

STATE OF FLORIDA COUNTY OF SPARASOTA  
This foregoing is a true and correct copy as certified and recorded in this office  
Witness my hand and official seal this 25th day of May 19 46  
Karen E. Rushing, Clerk of Circuit Court  
By: [Signature] Deputy Clerk

