

10-50

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM OF
ORCHID OAKS, A CONDOMINIUM
and to the BY-LAWS OF
ORCHID OAKS CONDOMINIUM ASSOCIATION, INC. 91047421

COPY
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Superior and

THE UNDERSIGNED officers of Orchid Oaks Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate Orchid Oaks, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1369, Page 1293, et seq., public records of Sarasota County, Florida, hereby certify that the following amendment to the Declaration of Condominium was approved by not less than 75% of the unit owners in the condominium at a membership meeting held February 18, 1991. The undersigned further certify that the following amendment to the By-Laws of the Corporation, which By-Laws were originally recorded in O.R. Book 1369, Page 1329, et seq., public records of Sarasota County, Florida, were also approved by not less than 75% of the unit owners at the same meeting. The undersigned further certify that the amendments were proposed and adopted in accordance with the condominium documentation, and applicable law.

** OFFICIAL RECORDS **
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Declaration of Condominium:

See Amendment dated June 7, 2007 for new Article XXIII which replaces Article XIII(p).

By-Laws:

ARTICLE 2. DIRECTORS

Section 1. Number and Term. There shall be three (3) or five (5) members of the Board of Directors to be determined by the existing Board of Directors. All Directors elected by the members shall be elected to serve for the term of one (1) year, two (2) years, or until their successors shall be elected and shall qualify. The first year, 1991, two members shall be elected to serve for one (1) year, and three members shall be elected to serve for two (2) years. Each year thereafter members shall be elected for two (2) year terms.

(All remaining portions of Article 2 are unchanged.)

DATED this 9 day of April, 1991.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 9 day of April, 1991, at Sarasota, Sarasota County, Florida.

WITNESSES:

ORCHID OAKS CONDOMINIUM
ASSOCIATION, INC.

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[Signature]

BY: [Signature]
President

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared
Amia Alley as President and _____
as Secretary of Orchid Oaks Condominium Association, Inc., and
acknowledged that they executed the foregoing instrument for the
purposes mentioned therein, on behalf of the corporation.

WITNESS my hand and official seal this 9 day of
April, 1991.

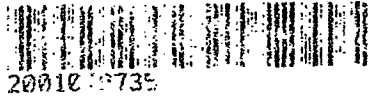
[Signature]
NOTARY PUBLIC

My Commission Expires:

RECORDED IN OFFICIAL
RECORDS
APR 14 4 03 PM '91
KAREN E. RUSKAMP
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

168
This instrument prepared by and return to:
Chad M. McClenathen, Esq.
1820 Ringling Boulevard
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001079735 4 PGS
2001 JUN 07 10:02 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#052750



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF ORCHID OAKS, A CONDOMINIUM**

The undersigned officers of **Orchid Oaks Condominium Association, Inc.**, the corporation in charge of the operation and control of **Orchid Oaks, A Condominium**, according to the Declaration of Condominium thereof as recorded in Official Records Book 1369, Page 1293 et seq.. Public Records of Sarasota County, Florida hereby certify that the following amendment to the Declaration of Condominium were proposed and approved by the Board of Directors, and approved by vote of not less than seventy-five (75%) percent of the total voting interest of the membership of the Association at a membership held on February 19, 2001, as adjourned and reconvened on March 19, 2001. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

Article XIII(p) is deleted and replaced with a new Article XXIII to read as follows:

**ARTICLE XXIII
Sale or Lease of Unit**

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the condominium Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

- 23.1 **Transfers Subject to Approval.** No Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Association; provided, an owner may transfer or lease a unit to his or her spouse, another member of the Association or to a trustee if the Owner, his or her spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association. The Association may delegate its authority to a single director, a committee or an agent.
- 23.2 **Leases.** No portion of a Unit (other than an entire Unit) may be rented. All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, or rules and regulations (hereafter referred to collectively as the Condominium Documents). In no event shall a unit be leased for a term of less than thirty days, and no unit shall be leased more than 3 times in any calendar year. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to property caused by the negligence of the tenant and special assessments may be levied subject to the provisions of this Declaration of Condominium and shall be, and are hereby made, subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.
- 23.3 **Approval of Leasing.** All leases, lease extensions, and lease renewals shall be subject to prior approval of the Association. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or his agent shall apply to

the Association for approval of such lease; if desired, the Board may prescribe the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium documents shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise. 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 owners 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 bring the conduct to 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, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the unit owner, which shall be secured by a lien on the unit which may be foreclosed in the same manner as a mortgage. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

- 23.4 Disapproval of Leasing. Approval of the Association shall be withheld only if a majority of the entire Board so votes. If the Association disapproves a proposed lease renewal or extension, the unit owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:
- (a) The persons seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons or property, or of a felony demonstrating dishonesty or moral turpitude.
 - (b) The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents.
 - (c) A person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.
 - (d) A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner.
 - (e) All assessments, fines or other charges against the unit and/or unit owner have not been paid in full.

- 23.5 Approval of Sale or transfer of Unit. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview prior to approval of such sale. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty-day period shall constitute approval.
- 23.6 Disapproval of Sale or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:
- (a) The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents.
 - (b) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or demonstrating dishonesty or moral turpitude.
 - (c) The person seeking approval has a record of financial irresponsibility, including without limitation bankruptcies, foreclosures or bad debts.
 - (d) The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.
 - (e) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this condominium as a tenant, unit owner or occupant of a unit.
 - (f) The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.
 - (g) All assessments, fines and other charges against the unit or the unit owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.
- 23.7 Right of First Refusal, Duty to Provide Alternate Purchaser. Should the transfer be rejected on the grounds for disapproval set forth above, the Association shall have no obligation to purchase the unit. If the grounds for disapproval set forth above were not shown, the Association shall have a duty to exercise its right of first refusal on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty days after written notice of disapproval, or at such later date as the parties may agree.

If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current condominium prices in Sarasota County, one appraiser will be selected by the selling owner and the other selected by the Association. The owner and the Association shall share the cost of the appraisals

equally. Closing and transfer shall be within thirty days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.

23.8 Application Fees. The Association will require the payment of a transfer fee simultaneously with the giving of notice of intention to sell or lease. No fee may be collected in connection with an application to renew or extend a previously approved lease. The amount of the fee shall be set by the Board of Directors and shall never exceed the maximum permitted under the law.

23.9 If the owner and holder of a first mortgage of record acquires title to the condominium parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to membership in the Association. In addition, the foregoing provisions shall not be applicable on the sale of a unit by an institutional first mortgagee after such mortgagee shall have acquired title as a result of a foreclosure of its mortgage or as a result of a deed in lieu of foreclosure, nor shall such provisions be applicable to purchasers at foreclosure sales on institutional first mortgages. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

IN WITNESS WHEREOF, Orchid Oaks Condominium Association, Inc. has caused this Certificate to be executed in its name this 21 day of May, 2001.

James A. Gasprich
Witness Signature
JAMES A. GASPRICH
Printed Name
Margaret Suarez
Witness Signature
MARGARET SUAREZ
Printed Name

ORCHID OAKS CONDOMINIUM ASSOCIATION, INC.

By: Peter Rubyck
PETER RUBYCK, VICE PRESIDENT

ATTEST: Frances Curlin-Derr
SECRETARY

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21 day of May, 2001, by Peter Rubyck, as Vice-President, and by Frances Curlin-Derr, as Secretary, of Orchid Oaks Condominium Association Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Janice A. Young
Notary Public - State of
JANICE A. YOUNG
Notary Print Name
My Commission Expires:

