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SARASOTA COUNTY, FLORIDA

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**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

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The Law Office of Douglas G. Christy, PLLC
P.O. Box 49471
Sarasota, FL 34230

**CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BAHIA MAR APARTMENTS**

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAHIA MAR APARTMENTS (the "Amendment") is executed and made the day indicated below by BAHIA MAR APARTMENTS, INC., a Florida corporation not for profit (the "Association") in relation to that certain DECLARATION OF CONDOMINIUM OF BAHIA MAR APARTMENTS, recorded in Official Records Book 582, Page 1, *et seq.*, of the public records of Sarasota County, Florida, as amended from time to time (the "Declaration").

RECITALS

WHEREAS, the Declaration relates to that certain real property commonly and/or legally known as Bahia Mar Apartments, which is a condominium and is located in Sarasota County, Florida as described therein (the "Condominium"); and

WHEREAS, the Declaration provides at Section 10.1(b) that an amendment to the Declaration requires adoption of a resolution proposing the amendment by both the board of directors of the Association and the apartment owners meeting as members of the Association in addition to approval for the proposed amendment by a majority of the Directors of the Association and not less than 75% of the members of the Association; and

WHEREAS, pursuant to Section 10.1(b) of the Declaration, the following amendments to the Declaration were approved by a majority of the Directors of the Association at a duly noticed meeting of the board of directors of the Association conducted and held on April 14, 2023 and by not less than 75% of all members of the Association at a duly noticed meeting of the members of the Association conducted and held on May 15, 2023 and at each of the foregoing meetings the required resolution was adopted and approved by both the requisite number of the Directors of the Association and the members of the Association as required by Section 10.1(b) of the Declaration; and

WHEREAS, the Association desires to record the following amendments and/or additions to the Declaration in accordance with the requirements of Section 718.110, Fla. Stat. (2022);

NOW THEREFORE, the undersigned officer(s) of the Association certify and declare that the following amendments to the Declaration are made after proper adoption of each of such amendments to the Declaration in accordance with the requirements noted above.

I. General Provisions. The foregoing Recitals are true and correct, are incorporated herein, and form a part of this Amendment as if fully set forth herein. All initially capitalized terms not defined herein shall have the definition for such terms as set forth in the Declaration. Additions to the existing provisions of the Declaration are indicated by double-underlining and deletions to the existing provisions of the Declaration are indicated by ~~strike through~~ marking. In the event of any conflict between the provisions of this Amendment and the Declaration, the provisions of the Declaration shall control.

II. Section 1. Section 1 of the Declaration is hereby amended as set forth below and shall provide as follows:

1. Purpose. The purpose of this Declaration is to submit the lands herein described and the improvements to be constructed thereon to the condominium form of ownership and use.

...

.13 Limited Common Elements means those common elements which are reserved for the use of a certain apartment, unit, apartments or units to the exclusion of all other apartments or units, as specified in this Declaration.

.14 Majority or "majority of apartment owners" means apartment owners with 51% or more of the votes assigned in the condominium documents to the apartment owners for voting purposes. Reference to other percentages of apartment owners shall mean the stated percentage of such votes.

.154 Parcel means one of the tracts into which the land is divided by the Plat which is Exhibit "A".

.165 Person means an individual, corporation, trustee or other legal entity capable of holding title to real property.

.176 Singular, plural, gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

III. Section 3.2(d). Section 3.2(d) of the Declaration is hereby amended as set forth below and shall provide as follows:

3. The Condominium. The condominium to which the land is hereby submitted and which shall be known as BAHIA MAR APARTMENTS shall be constituted as follows:

...

.2 Apartments. The apartments shall be constituted as follows:

...

(d) Appurtenances. The ownership of each apartment shall include, and there shall pass with each apartment as appurtenances thereto, whether or not separately described, all of the rights, title and interest of an apartment owner in the condominium property which shall include, but not be limited to:

(1) Common Elements. An undivided one-twentieth (1/20) share in the common elements, including but not limited to the parcel upon which the apartment building is located (Parcel "A"), and all parts of such building not included within the apartment; and Parcel "B" under the provisions of the 99-year Lease to each apartment owner, and in the event of the termination of the Association, each apartment owner's interest in the common

elements shall include an undivided 1/20th share thereof including, but not limited to fee simple title to Parcel "A" and each apartment owner's interest as a lessee in Parcel "B".

(2) Easements for the benefit of the apartment.

(3) Association membership and interests in funds and assets held by the Association.

(4) Limited Common Elements and the exclusive use rights thereto, which are created by this Declaration and properly assigned or transferred to any apartment.

(5) Provided, however, that such appurtenances shall be subject to the easements for the benefit of other apartments and the Association.

IV. Section 3.2(g). Section 3.2(g) of the Declaration is hereby amended as set forth below and shall provide as follows:

3. The Condominium. The condominium to which the land is hereby submitted and which shall be known as BAHIA MAR APARTMENTS shall be constituted as follows:

...

.2 Apartments. The apartments shall be constituted as follows:

...

(g) Maintenance. The responsibility for the maintenance of an apartment shall be as follows:

...

(2) By the apartment owner. The

responsibility of the apartment owner shall be as follows:

- (i) To maintain, repair and replace at his expense all portions of his apartment except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other apartment owners.
- (ii) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.
- (iii) To promptly report to the Association any defect or need for repairs, the responsibility for the remedying of which is that of the Association.
- (iv) To perform day to day, periodic or other maintenance not related to remedying or addressing any structural defects of any components or any deferred maintenance with respect to the car ports or open parking spaces designated as Limited Common Elements by this Declaration to ensure that they are maintained in a clean, neat, orderly and attractive condition and can be used for the purposes for which they are intended and permitted to be used.

(3) By the Association. The Association shall

maintain, repair and replace at the expense of applicable apartment owners:

- (i) All car ports or open parking spaces designated as Limited Common Elements by this Declaration to the extent such maintenance responsibility does not otherwise rest with any apartment owner(s).

(ii) Any other portions of the common elements of the condominium property which apartment owners may be responsible for maintaining, repairing, and/or replacing under this Declaration.

V. **Section 3.3.** Section 3.3 of the Declaration is hereby amended as set forth below and shall provide as follows:

3. **The Condominium.** The condominium to which the land is hereby submitted and which shall be known as BAHIA MAR APARTMENTS shall be constituted as follows:

...

.3 Common elements. The ownership and the use of the common elements shall be governed by the following provisions:

...

(b) **Appurtenant to apartments.** The shares of an apartment owner in the common elements are appurtenant to the apartment owned by him. None of the appurtenances may be separated from the apartments to which they appertain except as otherwise permitted herein with respect to the ability to transfer those car ports or open parking spaces which are designated as Limited Common Elements by this Declaration, and all of the appurtenances shall be deemed to be conveyed or encumbered or to otherwise pass with the apartment, whether or not expressly mentioned or described in a conveyance or other instrument describing the apartment.

...

(d) Non-exclusive possession. Each apartment owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other apartment owners; provided, however, any Limited Common Elements which may be created under this Declaration shall be subject to exclusive use or possession as may be permitted hereunder.

(e) Maintenance and operation. The maintenance and operation of the common elements, including Parcel "B", shall be the responsibility and the expense of the Association except as may otherwise be provided under this Declaration; provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, an apartment owner may assume the responsibility therefor, he shall be relieved of liability for his acts performed in good faith and he shall be reimbursed for his expense by the Association when approved by its Board of Directors.

...

(g) Limited Common Elements. The twenty (20) parking spaces located on the condominium property shall be Limited Common Elements reserved for the exclusive use of the apartment owners of the apartment or unit owners of the unit to which they are assigned or transferred to, as applicable, from time to time, and are comprised of sixteen (16) car ports and four (4) open parking spaces as depicted on the survey document attached hereto as Exhibit "H", which generally are described with respect to the general dimension and unique locations thereon, and incorporated herein by this reference, which are separately

identified by a numbering system using a unique three digit number to identify and/or describe each of the twenty (20) Limited Common Elements parking spaces. The exclusive use of each of the twenty (20) Limited Common Elements parking spaces will be assigned to the apartment owners of an apartment by the Association based on historical use of such twenty (20) Limited Common Elements parking spaces for those apartment owners wishing to continue with such historical usage and, in the event there are more apartment owners wanting a car port or open parking space for their apartment than is or are otherwise available, the Association is authorized and empowered to assign the available car port(s) or open parking space(s), as applicable, in whichever manner the Association chooses to use including, without limitation, by use of a waiting list, a lottery, or through any other means which is open to those apartment owners wishing to receive such assignment for their apartment. All assignments of the twenty (20) Limited Common Elements parking spaces to the apartments shall be made in writing by the Association and approved at a properly noticed meeting of the Board of Directors of the Association. Apartment owners shall hold exactly one (1) of the twenty (20) Limited Common Elements parking spaces at a time for each of their apartment(s). The right to use the parking space assigned to an apartment will automatically transfer with the conveyance of the apartment unless otherwise transferred as herein provided. The right to use the parking space may be transferred by the apartment owners of one apartment to the apartment owners of another apartment; provided, however, any such transfer shall not be valid or effective unless it would result in all apartments continuing to have only one parking space appurtenant to each apartment as a

Limited Common Element. Any proposed transfer of a parking space from one apartment to another apartment shall be made in a written document or instrument signed by all record title owners of the apartment from which the parking space is being transferred and to which the parking space is being transferred and shall be subject to the prior, written approval of the Association to ensure compliance with all applicable requirements and these provisions before it may take effect. The Association shall maintain accurate and complete records sufficient to identify which parking spaces are assigned to which apartments. The transfer of one parking space from one apartment to another apartment shall not relieve, waive, release or excuse the apartment owners who previously had exclusive use of such parking space in connection with their apartment from any liabilities, obligations or other responsibilities they may have had in connection with such parking space prior to the completion of such transfer, which liabilities, obligations or other responsibilities shall remain with the transferring apartment owners.

VI. Section 3.4. Section 3.4 of the Declaration is hereby amended as set forth below and shall provide as follows:

3. The Condominium. The condominium to which the land is hereby submitted and which shall be known as BAHIA MAR APARTMENTS shall be constituted as follows:

...

.4 Assessments and Charges. Assessments and charges against the apartment owners shall be made by the Association and shall be governed by the following provisions:

(a) Share of Expense. Common Expenses - Each apartment owner shall be liable for his share of the common expenses, and any common surplus shall be owned by each apartment owner in a like share, such share being the same as his undivided share in the common elements as shown in Section 3.2(d)(1) above.

(b) Assessments and Charges other than Common Expenses. Any assessments and charges, the authority to levy which is granted to the Association or its Board of Directors by the condominium documents shall be paid by the apartment owners to the Association in the proportions set forth in the provision of the condominium documents authorizing the assessment.

(c) Accounts. All sums collected by the Association from assess-ments and charges may be co-mingled in a single fund, but they shall be held for the apartment owners in the respective shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments and charges are made. Such accounts shall be as follows:

(1) Common Expense Account - to which shall be credited collections of assessments for all common expenses, as well as payments received for defraying costs of the use of the common elements.

(2) Alteration and Improvement Account - to which shall be credited all sums collected for alteration and improvement assessments.

(3) Reconstruction and Repair Account - to which shall be credited all sums collected for reconstruction and repair assessments.

(4) Emergency Account - to which shall be credited all sums collected for emergencies.

(5) Charges - to which shall be credited all sums collected for charges, as defined and permitted herein.

(d) Assessments for Common Expenses. Assessments for common expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year preceding for which the assessments are made, and at such other and additional times as in the judgment of the Board of Directors, additional common expenses assessments are required for the proper management, maintenance and operation of the common elements. Such annual assessments shall be due and payable in 4 equal quarterly payments, on the first day of each quarter, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated common expenses for the year, including a reasonable allowance for contingencies and reserves, less the amounts of unneeded common expense account balances and less the estimated payments to the Association for defraying the costs of the use of common elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date, until changed by a new assessment.

(e) Other assessments shall be made in accordance with the provisions of the condominium documents; and if the time of payment is not set forth in the condominium documents, the same shall be determined by the Board of Directors of the Association.

(f) Assessments and Emergencies. Assessments for common expenses of emergencies which cannot be paid from the common expense account shall be made only by the Board of Directors of the Association.

(g) Assessments for Liens. All liens of any nature, including taxes and special assessments levied by governmental authority, which are a lien upon more than one apartment or upon any portion of the common elements, shall be paid by the Association as a common expense and shall be assessed against the apartments in accordance with the shares of the apartments concerned, or charged to the common expense account, which-ever in the judgment of the Board of Directors is appropriate.

(h) Assessment and Charges Roll. The assessments and charges against all apartment owners shall be set forth upon a roll of the apartments which shall be avail-able in the office of the Association for inspection at all reasonable times by apartment owners or their duly authorized representatives. Such roll shall indicate for each apartment the name and address of the owner or owners, the assessments and charges for all purposes and the amounts of all assessments and charges paid and unpaid. A certificate made by the Association as to the status of an apartment owner's assessment account shall limit the liability of any person for whom made, other than the apartment owner. The Association shall issue such certificates to such persons as an apartment owner may request in writing.

(i) Liability for Assessments and Charges. The owners of an apartment and his grantees shall be jointly and severally liable for all

unpaid assessments and charges due and payable at the time of a conveyance, but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any common element, or by abandonment of the apartment for which the assessments and charges are made. A purchaser of an apartment at a judicial or foreclosure sale, or a first mortgagee who a deed in lieu of foreclosure, shall be liable only for assessments and charges coming due after such sale and for that portion of assessments and charges prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all prepaid assessments and charges beyond the date such purchaser acquires title.

(j) Lien for Assessments and Charges. The unpaid portion of an assessment and charge which is due shall be secured by a lien upon:

(1) The apartment and all appurtenances thereto, when a notice claiming the lien has been recorded by the Association in the public records of Sarasota County. The Association shall not, however, record such claim of lien until the assessment and/or charge is unpaid for not less than 20 days after it is due.

(2) All tangible personal property located in the apartment except that such lien shall be subordinate to prior bona fide liens of record.

(k) Collection

(1) Interest; application of payments.

Assessments and charges and installments thereof paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 20 days after the date when due shall bear interest at the rate of 10% per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment or charges payment first due. All interest collected shall be credited to the common expense account.

(2) Suit. The Association at its option may enforce collection of delinquent assessments and charges by suit at law or by foreclosure of the liens securing the assessments, or by any other competent proceeding, and in either event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree, together with interest thereon at the rate of 10% per annum, and all costs incident to the collection and the action, suit or proceeding including, without limitation, the same, to reasonable attorneys' fees.

(1) Charges. In addition to assessments for the common expenses of the Association, the Association is authorized to impose and levy charges on apartments and the apartment owners of such apartments whenever there are expenses properly incurred by the Association in relation to the condominium but which are attributable to or benefit: (i) only one apartment or its apartment owners; or (ii) less than all apartments or the apartment owners of such apartments. By way of example, expenses which relate to the maintenance, repair or replacement of the carports by the Association should be considered and treated

as charges since the carports relate to, or benefit, less than all apartments or the owners of such apartments. Charges shall be due to the Association in equal pro rata shares among each of the apartments and the apartment owners of such apartments associated with any such charges and the Association shall have discretion to determine which apartments and apartment owners are liable to the Association for any charges.

...

VII. Section 10.1(b). Section 10.1(b) of the Declaration is hereby amended as set forth below and shall provide as follows:

10. Amendment. Except for alterations in the shares of apartment owners in the common elements, for which provision is elsewhere made, the condominium documents may be amended in the following manner:

.1 Declaration of Condominium. Amendments to the Declaration shall be proposed and adopted in the following manner:

...

(b) Resolution Proposal and Approval. ~~An~~ resolution ~~adopting a proposed amendment~~ may be proposed by either a majority of the entire Board of Directors of the Association; or by a majority of all of the apartment owners meeting as members of the Association, and after being proposed and approved by one of such bodies, it must be approved by the other. Directors and apartment owners not present at the meetings considering the amendment may express their approval in writing. Such approvals must be by a majority of the

entire Board of Directors of the Association and by not less than 75% of all of the members of the Association.

VIII. Additional Provisions. No further amendments are made to the Declaration by this Amendment other than those set forth herein and the provisions of the Declaration shall otherwise remain in effect with respect to all real property that remains encumbered by, or subject to, the Declaration following the recording of this Amendment.

This CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAHIA MAR APARTMENTS is made this 15th day of May, 2023 by the Association and shall be effective upon its recording in the public records of Sarasota County, Florida.

Witnesses:

Kenneth D Ruble, Jr
Print Name: KENNETH D RUBLE, JR

Peggy Godwin
Print Name: PEGGY GODWIN

BAHIA MAR APARTMENTS, INC.,
a Florida corporation not for profit

BY: [Signature]
Print Name: John Rogers
Its: President

STATE OF FLORIDA
COUNTY OF SARASOTA

[CORPORATE SEAL]

The foregoing was acknowledged before me, by means of physical presence or online notarization, this 15th day of May, 2023, by John Rogers as President of BAHIA MAR APARTMENTS, INC., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 15th day of May, 2023.

My Commission Expires: [Signature]
Notary Public – State of Florida



Laurie Seesholtz
Commission # HH 390806
Expires August 25, 2027

Print Name: Laurie Seesholtz
Commission No.: 8/25/27

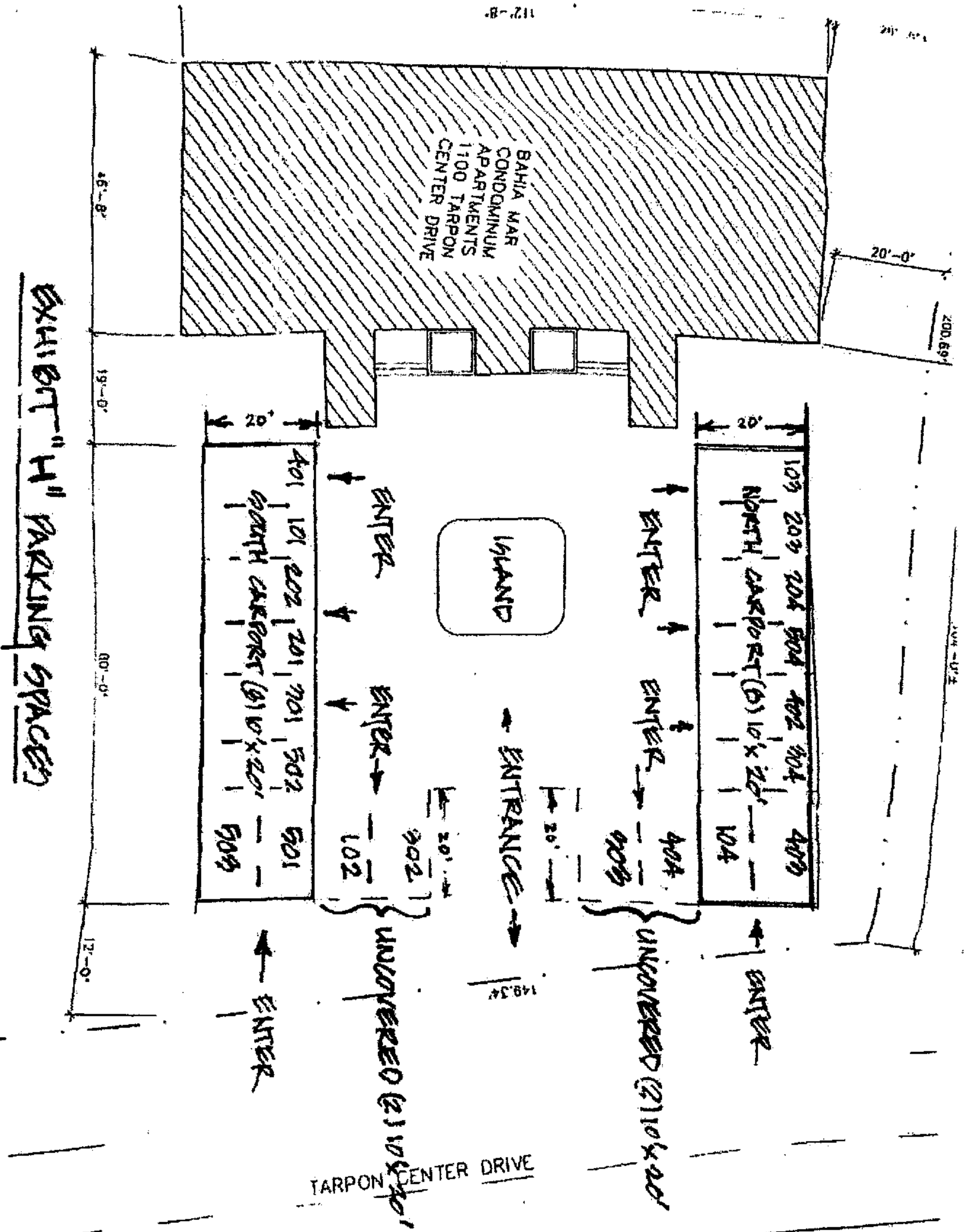


Exhibit "H"