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**AMENDMENT TO THE AMENDED AND
RESTATED DECLARATION OF CONDOMINIUM FOR
HUDSON HARBOUR, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 6 day of January, 2014, by HUDSON HARBOUR CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Hudson Harbor, a condominium, in accordance with the Amended and Restated Declaration of Condominium for Hudson Harbour Condominium recorded in Official Records Instrument No. 2002029324, et seq., of the Public Records of Sarasota County, Florida, as amended from time to time ("Declaration"); and,

WHEREAS, amendments to Articles 8, 10 and 11 of the Declaration entitled "Maintenance, Alteration and Improvement," "Use Restrictions," and "Transfers Subject to Approval: Sales, Leases and Other Transfers," respectively, was submitted to the Members of the Association at a Meeting of the Members held on December 9, 2013, which Meeting was duly noticed in accordance with Article II of the Association's Bylaws; and,

WHEREAS, not less than a majority of the entire membership voted to approve the proposed amendments to Articles 8, 10 and 11 of the Declaration;

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendment to Articles 8, 10 and 11 of the Declaration as follows:

New language is indicated by underlined type. Deleted language is indicated by ~~strikethrough~~ type.

Article 8.2 of the Declaration amended in the following manner:

8.2. Unit Owner Maintenance. Each unit owner is responsible, at his own cost and expense, for all maintenance, repairs, and replacements of (excepting exterior building maintenance) his own unit and limited common elements serving only his unit, except as

provided elsewhere herein, whether ordinary or extraordinary including, without limitation: maintenance, repair and replacement of sliding glass doors (including hardware and framing) and other glass partitions and the structural components thereof; all doors to units (except the exterior of the front entry door) and the structural components thereof (including locks and hardware) within or servicing the unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a unit or serving only that unit; appliances; all portions of the heating and air conditioning equipment and utility installations in connection therewith serving an individual unit (no matter where located); carpeting and other floor covering, door and window hardware and locks; all other facilities or fixtures located or contained entirely within a unit or limited common element area such as lanais, terraces and balconies which serve only one unit; all interior walls with ceilings, including interior walls which form a part of the outer side of the building including drywall and framing, and including walls and ceilings within balcony areas. All said areas, if located outside of the boundaries of the unit, are declared limited common elements. Parking facilities shall be maintained by the Association. Any insurance proceeds paid to the Association with respect to any loss or damage within the unit or limited common elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the unit owner, shall be paid to the unit owner, after the work has been completed and invoices have been submitted verifying the costs of repair. In connection with his maintenance, repair and replacement obligations, the unit owner shall also have the following responsibilities:

8.2.1 Unit owners must obtain the prior written approval of the Association through the Board of Directors before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the condominium property; excavation; access to building roofs; removal or modification of any interior partitions; relocation of plumbing or electrical lines of fixtures; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the condominium and its residents or the aesthetics of the condominium property. Any and all requests for electrical, mechanical and structural additions, alterations and improvements must be submitted with plans prepared and sealed by the appropriate professional (*i.e.*, architect, engineer, etc.) The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after such request and all sealed plans and additional information requested are received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Association, through action of the President or Manager, may extend the thirty (30) day review period to meet unforeseen or emergency circumstances. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. Owners are required to ensure that no waste or damage to the condominium property occurs. All construction and other debris must be removed from the condominium property daily and shall not be placed in the Association's garbage receptacles, unless otherwise permitted (in advance) by the Board of Directors or the Association's Manager. The Board may require the Owner to submit a reasonable deposit (not to exceed ~~\$250.00~~ 750.00) to the Association that may be used for clean up or other expenses associated with the work. All monies remaining

from the deposit shall be promptly returned to the Owners. The Board may appoint an Architectural Control Committee to assume the foregoing functions on behalf of the Board and to make recommendations to the Board. Other than as to bathrooms and kitchens, hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in the Unit or Limited Common Elements without prior written approval from the Board of Directors of the Association. A request for use of a hard and/or heavy surface floor covering in any location in the Unit, other than bathrooms, must be submitted to and approved by the Board of Directors of the Association and also meet applicable structural and sound abatement requirements as may be established by the Board from time to time. Prior to the installation of such hard surface flooring, the Unit Owner must provide the Association with technical data for the complying weight and thickness of the sound control underlayment product that meets or exceeds the Association's standards and minimum requirement for sound control underlayment as adopted by the Board of Directors of the Association, from time to time. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on balconies and terraces. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- 8.2.1.1** Oversight by the Association or its agent;
- 8.2.1.2** Restrictions as to hours of work;
- 8.2.1.3** Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- 8.2.1.4** Restrictions regarding equipment that may be parked or stored on or near the condominium property during construction.
- 8.2.1.5** Restrictions regarding storage of materials and supplies necessary for the construction to be performed.

Nothing shall preclude the Association from acting as the owner's agent and obtaining the services of Contractors to perform unit owner maintenance responsibilities, provided that the Association and the owner so agree in the event of an emergency, and provided that the owner is deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collection common expenses under these condominium documents.

8.2.2 With regard to lanais or balconies, the unit owner who has the right to the exclusive use of said lanai or balcony and shall be responsible for the maintenance, care and preservation of the floor coverings, the screens and frames, storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) thereon, if any; and the replacement of light bulbs. No unit owner shall place, affix or install any improvements, modifications, fixtures, floor coverings (including ceiling fans,

carpet or rugs), without the advance written approval of the Board of Directors, which approval shall conform to the existing written standards. Provided approval is granted, the unit owner shall be responsible to maintain, repair and replace any such improvement, modification, fixture, floor covering, ceiling fan, carpet or rug. In addition to all other remedies provided herein, violations of this provision may result in an assessment against the unit for the costs associated with the repair or restoration made necessary as a result of the violation. Notwithstanding the foregoing, one (1) small outdoor rug, no larger than 24 inches by 36 inches, may be placed in front of each door leading to the lanai. The Association shall be responsible for structural maintenance, repair and replacement of the unfinished concrete lanai floors and unfinished ceilings.

8.2.3 Each unit owner is responsible for all decorating within his own unit, including painting, wallpapering, ceiling fans, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

8.2.4 If an unit owner makes any modifications, installations, or additions to the interior or exterior of the unit, common elements, or limited common elements, the unit owner shall be financially responsible for the insurance, maintenance, care, and preservation of the modifications, installations or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility. Any modification, alteration, or addition to the condominium property made by a unit owner, and duly approved by the Board of Directors, may be required to be removed in connection with the Association's maintenance of the common elements, or in the event that the unit owner fails to maintain such modifications, installations or additions so that they fall into disrepair. In such cases, the unit owner who installs the alteration, addition, or improvement (and their successors in title) shall be obligated to reimburse the Association for any costs affiliated with the removal and/or re-installation of the item, with said obligation being secured by a right of lien or equal dignity to the common expense lien created by this Declaration. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or installation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent.

Unit owner who have made modifications, installations, or additions to the common elements which are removed either pursuant to this provision, by the unit owner, or by the forces of nature have no right to reinstall such modifications, installations or additions without obtaining new approval from the Association. Additionally, such modifications, alterations or additions are not transferable to successors in title and must be removed prior to any change in title to a unit.

Article 10.3 of the Declaration is amended in the following manner:

10.3 Single Family Residential Use. That no business, commercial use or trade shall be permitted to be conducted in any Unit and that each unit shall be used only as a single family residential dwelling. As used in the Condominium Documents, "single family" means one natural person, or a group of two or more natural persons living together, ~~each of whom is related to each of the others by blood, marriage or adoption, or not more than two persons not so~~

~~related,~~ who customarily reside together as a single housekeeping unit. No unit may be divided or subdivided into a smaller unit nor shall any portion of a unit be sold or otherwise transferred.

Article 10.7 of the Declaration is amended in the following manner:

10.7 Exterior Appearance. No clothes lines, hangers or drying facilities shall be permitted or maintained ~~on the exterior of any Unit~~ which are visible from outside the Unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door. Nothing is allowed or permitted to be stored, placed or maintained on the common elements in the absence of advance written permission from the Board of Directors. Notwithstanding same, each unit may have one (1) outdoor mat placed in front of the front-door to the unit.

Article 10.11 of the Declaration is amended in the following manner:

10.11 Overnight Guests in the Absence of the Unit Owner or Tenant. ~~(i) Tenants are not permitted to have overnight guests (related or non-related) in the absence of the tenant(s). For the purpose of this Amended and Restated Declaration, the term "tenant" shall mean and refer to any person, other than the unit owner or his/her spouse, that occupies a unit in the absence of unit owner for 30 days or more in any calendar year. The foregoing definition shall apply regardless of whether there is a written lease agreement or monetary consideration exchanged.~~ (ii) Unit Owners and tenants are permitted to have overnight guests in the their absence ~~of the Unit Owner~~ subject to any and all rules and regulations promulgated by the Board of Directors to effectuate the residential, non-transient nature of this Condominium. In the event such an overnight guest will be occupying the Unit for more than fifteen (15) days, the Unit Owner and/or tenant must provide the Association with prior notice of any intended occupancy in his/her absence, along with such other information that the Board may reasonably require such as, without limitation, the names and addresses of the guests, a copy of their driver's license or other government issued identification, a contact phone number where they can be reached, the relationship (familial or otherwise) to the owner(s), the duration of the stay, the type of vehicle and its license plate number, etc. All such guests are required to notify the Association upon their arrival. Guests are not permitted to bring or maintain pets or any animals on the condominium property. ~~Guests are required to notify the Board upon their arrival.~~

Article 10.12 of the Declaration is amended in the following manner:

10.12 Parking Spaces. (i) There shall be designated one (1) parking space for each condominium unit as depicted on the Parking Space Survey attached to this Amended and Restated Declaration as Exhibit "3." All parking spaces are an appurtenance to the unit so assigned and may not be separately conveyed apart from said unit. Parking of automobiles is permitted only in paved areas specifically designated and marked for parking and parking in any other area is prohibited, except as may otherwise be provided in the Rules and Regulations as adopted from time to time by the Board of Directors. (ii) Automobile parking spaces shall be used solely and exclusively for that purpose. No commercial trucks, open-bed vehicles, commercial vehicles, buses, campers, mobile homes, motor homes, ~~motoreycles, motor scooters,~~

mopeds, golf carts, off road vehicles, inoperable vehicles, unregistered vehicles, vehicles with expired tags or no tags, vehicles not owned by or registered to a Unit Owner or properly approved tenant, boats, or trailers of any kind shall be permitted to be parked or stored at any time upon any part of the condominium property. Non-commercial passenger pick-ups are allowed. Motorcycles, motor scooters, and mopeds are allowed when approved by the Board of Directors. This provision applies to all owners, tenants and guests and other invitees of owners or tenants. This provision shall not apply to the temporary (less than 12 hours) commercial vehicles used by outside vendors to furnish commercial services to the condominium property (the units or common elements), ~~or to the temporary parking (less than 12 hours) of non-commercial, passenger pick-up trucks owned or operated by guests of Unit Owners.~~ The temporary parking of a guest's non-commercial passenger pick-up truck shall be permitted only in a designated guest parking space. ~~Guests must park their vehicles only in the areas specifically designated for that purpose.~~

Article 10.13 of the Declaration is amended in the following manner:

10.13 Pets. Each Unit Owner and tenant (regardless of the number of Owners and tenants), may maintain up to a maximum of one (1) domestic dog weighing 20 pounds or less at maturity, provided the dog is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. In addition, unit owners and tenants may maintain a domestic cats, birds, fish and other "indoor" animals in their unit. Unit Owners and tenants must pick up all solid wastes of their pets and dispose of such waste immediately. All pets, including cats, must be leashed or held at all times when outside the Unit. Pets shall not be walked anywhere other than in areas designated by the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). No one other than ~~a~~ Unit Owners and tenants ~~is~~ are permitted to keep, bring, maintain or house any pet on the condominium property. This provision shall not be construed as to prohibit service animals under the appropriate circumstances.

Article 11.2 of the Declaration is amended in the following manner:

11.2 Approval of Leasing. ~~Effective December 31, 2005, the leasing of units shall be prohibited. Up until such time, units may be leased in accordance with this Article 11. All leases shall be subject to prior written approval of the Association. No lease shall be for a term in excess of twelve (12) months and must be for a minimum of three (3) months. Unit owners shall not enter into more than one lease in any twelve month period. Except for the spouse of an Owner/lessee, parents, grandparents or children of either the Owner/lessee or his or her spouse, any period of occupancy of a Unit by a person or persons in the absence of the Owner/lessee, or any period of occupancy of a Unit by persons accompanied by the Unit Owner/lessee in excess of thirty (30) days in the aggregate in any calendar year, shall be treated as a lessee regardless of whether there is a written lease agreement or monetary consideration. 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, if desired by the Board, prior to the approval of such lease. Any prospective lessee who desires to maintain a pet as part of his or her occupancy must bring said pet to the screening interview for approval by the Board of Directors. The Association may~~

require a background investigation as to the proposed lessee's ~~finances~~, credit history, criminal history, residential history or otherwise. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents, including all Rules and Regulations established by the Association. Each lease, or addenda attached thereto, shall (i) contain an agreement of the lessee to comply with the Condominium Documents and Rules and regulations; (ii) provide or be deemed to provide that any violations of the Condominium governing documents shall constitute a material breach of the lease; (iii) 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 of 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, where legally permissible. If the unit owner fails to bring the conduct of 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 that shall be secured by assessment and lien in the same manner as common expense charges. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within thirty (30) 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 30 days shall be deemed to constitute approval.

Article 11.3 of the Declaration is amended in the following manner:

11.3 General Provisions Regarding Leasing.

11.3.1. A unit owner may not lease the unit more than once ~~in any twelve (12) month period, a year,~~ except in cases of hardship as determined solely by the Board of Directors. The beginning of such year shall be the date of the most recent lease agreement for each Unit. All approved leases shall be a minimum of ~~three (3)~~ six (6) months in duration.

11.3.2. Only entire units may be rented. Rent-sharing, the rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units. Units may only be occupied by tenants as a single-family residence. Guests of tenants must be registered with the Association. ~~Guests of tenants may not use the unit except when the tenant is in residence.~~

11.3.3. The Board of Directors may relax the leasing approval procedures in connection with the approval of seasonal leases for tenants that have resided in the condominium prior to the seasonal lease subject to the approval process. The Association may, but is not requested, conduct a background investigation and personal interview with a seasonal renter that has resided in the condominium prior to the effective date of the lease. The Association may waive the application requirement if the tenant has resided in the condominium pursuant to an

approved lease or other occupancy prior to the effective date of the instant lease. However, this paragraph shall not be construed as to allow leasing, renting or occupancy by persons other than permitted guests without the advance approval of the Board of Directors.

11.3.4. Unit owners leasing a unit are required to pay monthly to the Association five percent (5%) of the monthly rent being paid by the lessee to the unit owner. Such payments shall be made no later than the fifteenth (15th) of each month, or will be subject to a late fee in the amount of twenty-five dollars (\$25.00). Notwithstanding, unit owners who are leasing are not required to pay this percentage if a tenant is evicted or abandons the unit.

11.3.5. Unit owners must provide a security deposit to the Association in the amount of five hundred dollars (\$500.00) for each unit being leased. The Association shall hold such funds in a separate account from the Association's operating account and shall refund the security deposit at the end of the lease as long as the lessee has not caused any damage to the Common Elements. If the lessee causes any damages to the Common Elements while residing in the community, and refuses to pay for the repair of such damages, the Association shall use the security deposit funds to pay for the repairs. In the event that the security deposit funds are not sufficient to pay for such repair, the Association has the right to seek reimbursement of the additional costs from the lessee and the unit owner.

11.3.6. Unit owners who will be leasing to lessees with pets must provide a pet deposit to the Association in the amount of two-hundred fifty dollars (\$250.00). The Association shall hold such funds in a separate account from the Association's operating account and shall refund the security deposit at the end of the lease as long as the lessee's pet has not caused any damage to the Common Elements. If the lessee's pet causes any damages to the Common Elements while residing in the community, and the lessee refuses to pay for the repair of such damages, the Association shall use the security deposit funds to pay for the repairs. In the event that the security deposit funds are not sufficient to pay for such repair, the Association has the right to seek reimbursement of the additional costs from the lessee and the unit owner.

Article 11.6 of the Declaration is amended in the following manner:

11.6. 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. The following may be deemed to constitute good cause for disapproval:

11.6.1. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself or the occupancy is inconsistent with the Condominium Documents.

11.6.2. 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.

~~11.6.3 The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.~~

11.6.4. The owner allows a prospective owner to take possession of the premises prior to approval by the Association as provided for herein.

11.6.5. 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.

11.6.6. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

11.6.7. 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.

Article 11.7 of the Declaration is amended in the following manner:

~~11.7. Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves of a prospective purchaser, and if the owner has made a written demand at the time the notice of intent to sell is delivered to the Association for the Association to purchase the unit in the event the ownership is disapproved, the Association shall have the obligation to purchase the unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser within sixty (60) days after written notice of disapproval, or at such later date as the parties may agree. Notwithstanding the foregoing, should transfer be rejected on the grounds for disapproval set forth above, the Association shall have no obligation to purchase the unit or substitute an approved purchaser and the transaction shall not be made.~~

~~———— 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 cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer shall be within thirty (30) 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.~~

All other sections remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 6th day of January, 2014.

Vikkilyn Ferguson
Witness Signature

Vikkilyn Ferguson
Printed Name

Waunita Sawler
Witness Signature

WAUNITA SAWLER
Printed Name

HUDSON HARBOUR CONDOMINIUM
ASSOCIATION, INC.

By: Iris Ahlstrom
Iris Ahlstrom, President

Ann Long-Ebin
Attest: Ann Long-Ebin, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6 day of January, 2014 by Iris Ahlstrom, as President, and by Ann Long-Ebin, as Secretary of Hudson Harbour Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or ~~has produced~~ _____ as identification.

Darlene Cross
Notary Public, State of Florida

