

DANIEL J. LOBECK\*  
MARK A. HANSON\*  
MICHELLE A. ROWE

THE LAW OFFICES OF  
**LOBECK & HANSON**

CONDOMINIUM  
COOPERATIVE AND  
HOMEOWNERS  
ASSOCIATIONS

LEAH E. ELLINGTON\*  
ALEXANDRA MAMONTOFF  
JACOB A. PAGLIALONGA

PROFESSIONAL ASSOCIATION

2033 MAIN STREET, SUITE 403  
SARASOTA, FL 34237  
(941) 955-5622  
FAX (941) 951-1469

CIVIL LITIGATION  
PERSONAL INJURY  
FAMILY LAW  
LAND USE LAW  
TRUSTS AND ESTATES

E-MAIL law@lobeckhanson.com  
INTERNET www.lobeckhanson.com

February 3, 2022

\* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM  
AND PLANNED DEVELOPMENT LAW

Clerk of the Circuit Court  
Attn: Recording Department  
P.O. Box 3079  
Sarasota, FL 34230

Re: Recording of Certificate of Amendment  
Hudson Harbour Condominium Association, Inc.

Dear Sir or Madam:

Please record the enclosed Certificate of Amendment and attached exhibit in the Public Records. Also enclosed is a check in the amount of **\$35.50** for the purpose of that recording. Please return the recorded documents to the undersigned at your earliest convenience. Also enclosed for your convenience is a postage-paid envelope for the return of our recorded documents.

Please note that the Certificate and attached exhibit constitute one instrument.

Thank you for your prompt attention to this request.

Sincerely,

Leah E. Ellington

LEE/kk  
Enclosures

Prepared by and Return to:  
Leah E. Ellington, Esquire  
Lobeck & Hanson, P.A.  
2033 Main Street, Suite 403  
Sarasota, Florida 34237  
(941) 955-5622 (Telephone)  
(941) 951-1469 (Facsimile)

**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**HUDSON HARBOUR, A CONDOMINIUM**

We hereby certify that the attached amendment to the Declaration of Condominium for Hudson Harbour (herein, "the Declaration"), which Declaration was originally recorded in Official Records Book 1722, Page 0439 et seq., of the Public Records of Sarasota County, Florida, was approved and adopted at the Special Meeting of the membership of Hudson Harbour Condominium Association, Inc., held on December 10, 2021, by the affirmative vote of not less than a majority of the Association membership, which is sufficient for adoption under Section 7.2 of the Declaration.

DATED this 2nd day of February, 2022

Signed, sealed and delivered  
in the presence of:

HUDSON HARBOUR CONDOMINIUM  
ASSOCIATION, INC.

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Cheryl Erd  
Cheryl Erd, President

Print: BRYCE MAHO

Sign: \_\_\_\_\_

Print: Devia Nelf

Sign: \_\_\_\_\_

Attest: \_\_\_\_\_

Tim Bokor, Secretary

Print: BRYCE MAHO

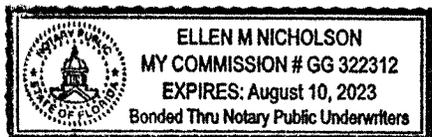
Sign: \_\_\_\_\_

Print: Devia Nelf

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of February, 2022 by Cheryl Erd as President of Hudson Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced Driver's License as identification.



NOTARY PUBLIC

Sign Ellen M. Nicholson

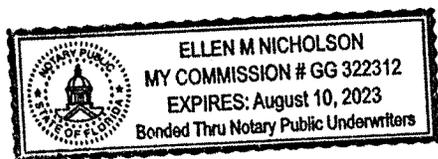
Print Ellen M. Nicholson

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of February, 2022 by Tim Bokor as Secretary of Hudson Harbour Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Canadian Passport as identification.



NOTARY PUBLIC

Sign Ellen M. Nicholson

Print Ellen M. Nicholson

State of Florida at Large (Seal)

My Commission expires:

## AMENDMENT

### DECLARATION OF CONDOMINIUM FOR HUDSON HARBOUR, A CONDOMINIUM

*[Additions are indicated by underline, deletions by ~~strike-through~~]*

#### ARTICLE 8 – MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the condominium property, and restrictions upon the alteration and improvement thereof, shall be as follows:

**8.1. Association Maintenance.** The maintenance, repair and replacement of all common elements, Association property, and exterior building maintenance shall be performed by the Association, and the cost is a common expense. The unit owners in this condominium will be assessed a proportionate share of the expenses associated with maintaining, repairing, improving and replacing the condominium property as a whole. Exterior building maintenance shall include, but not be limited to: painting, roofing, and maintaining portions of the condominium property exposed to the elements, exterior door maintenance (i.e. painting, cleaning and repair), exterior windows and screens attached to the exterior windows, but shall not include maintenance of screen frames or screening, lanai or patio enclosures, or other improvements, alterations or additions made by the unit owner to the interior or exterior of the unit or other portions of the condominium property which exclusively service or benefit a particular unit unless otherwise provided in this section. The Association's maintenance responsibility also includes, without limitation; all electrical conduits; plumbing fixtures and installations located outside the unit, other installations located within a unit but serving another unit, or located outside the unit for the furnishing of utilities to more than one unit or the common elements, landscaping to the common areas and maintenance of the irrigation system. The Association's responsibility does not include interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit or any such fixtures or installations located outside of the unit and serving only one unit. Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board of Directors, may assume some of the maintenance responsibilities of the unit owners for portions of the units or limited common elements, provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the unit owner. This ability to assume responsibilities includes that the Board of Directors may determine to replace any or all components of air conditioning systems other than the air handler and compressor, as a common expense, without the Association being responsible for their ongoing maintenance, repair, and replacement going forward, and that such components and the compressor may be moved or reconfigured if so required for more efficient operation or if so recommended by a qualified service provider. The resolution shall be included as part of the Association records and all expenses incurred by the Association in performing these assumed maintenance duties shall be a common expense. Any resolution adopted in accordance

with this paragraph may be subsequently changed, rescinded or modified by action of the Board of Directors.

**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. Notwithstanding the foregoing, the Association may choose to replace components of air conditioning systems other than the air handler and compressor, but so doing will not then shift the responsibility for maintenance, repair, and replacement of such components. 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:

...