

Kevin L. Edwards
Shareholder
Board Certified Specialist, Condominium and
Planned Development Law
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Becker

Becker & Poliakoff
1819 Main Street
Suite 905
Sarasota, FL 34236

October 16, 2020

**Via Email: Stacia@cam-ss.com
And Via U.S. Mail**

Palm-Aire at DeSoto Lakes Country Club Condominium Association, Inc.
c/o Community Association Management by Stacia, Inc.
Attn: Stacia Searcy, Manager
1990 Main Street, Suite 750
Sarasota, FL 34236

Re: Recorded Certificates of Amendment to Declaration of Condominium

Dear Board of Directors:

Enclosed please find the following:

- Certificate of Amendment for No. 1 Palm-Aire at Desoto Lakes recorded electronically with the Clerk of Court of Manatee County on October 15, 2020 at Instrument #202041111414 reflecting the changes to Article XI and XIII of the Declaration of Condominium.
- Certificate of Amendment for No. 2 Palm-Aire at Desoto Lakes recorded electronically with the Clerk of Court of Manatee County on October 15, 2020 at Instrument #202041111415 reflecting the changes to Article XI of the Declaration of Condominium.
- Certificate of Amendment for No. 4 Palm-Aire at Desoto Lakes recorded electronically with the Clerk of Court of Manatee County on October 15, 2020 at Instrument #202041111416 reflecting the changes to Article XI of the Declaration of Condominium.
- Certificate of Amendment for No. 5 Palm-Aire at Desoto Lakes recorded electronically with the Clerk of Court of Manatee County on October 15, 2020 at Instrument #202041111417 reflecting the changes to Article XI of the Declaration of Condominium.
- Certificate of Amendment for No. 6 Palm-Aire at Desoto Lakes recorded electronically with the Clerk of Court of Manatee County on October 15, 2020 at Instrument #202041111418 reflecting the changes to Article XI and XIII of the Declaration of Condominium.

October 16, 2020

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These documents should be stored in a safe place with other Association records. We maintained a copy for our records. Please also note, that we miscalculated the recording fee by \$18.00. Therefore, the Association will receive an invoice for the additional amount owed.

Should you have any questions regarding the above, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin Edwards", written in a cursive style.

KEVIN L. EDWARDS

For the Firm

KLE/lv

Enclosures

Prepared by and returned to:

Becker & Poliakoff, P.A.
Kevin L. Edwards, Esquire
1819 Main Street, Suite 905
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM**

NO. 1 PALM-AIRE AT DESOTO LAKES COUNTRY CLUB APTS. CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of No. 1 Palm-Aire at Desoto Lakes Country Club Apts. Condominium were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 24th day of March, 2020. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 491, Page 100 *et seq.*, of the Public Records of Manatee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article XI, Section A of the Declaration entitled "Sale or Rental of Units" by deleting the last paragraph as follows:

~~Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such periods of time as it desires, without compliance with the provisions of Section A, of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a unit and shall be deemed to be in compliance with the provisions of the paragraph of Article XIII of this Declaration.~~

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LAW OFFICES
BECKER & POLIAKOFF, P.A.
1819 MAIN STREET, SUITE 905 • SARASOTA, FL 34236
TELEPHONE (941) 366-8826

Amendment No. 2: Article XIII of the Declaration of Condominium entitled, “Use and Occupancy” to add a new sub-section to read as follows:

Permitted Vehicles and Parking. Automobile parking spaces shall be used solely and exclusively for that purpose. No work trucks or work pick-up trucks, work vans, commercial vehicles, inoperable vehicles, vehicles not currently licensed for use on the highways, boats, trailers, motor homes, campers or recreational vehicles of any kind shall be permitted to be parked or stored at any time upon the Condominium Property except as otherwise permitted in this sub-section of Article XIII. The terms “work truck”, “work pick-up truck”, “work van” and “commercial vehicle” means vehicles of any kind that are used primarily for business, or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use, or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows. This provision applies to all owners, tenants, and their guests and other invitees. This provision shall not apply to the temporary (from 7 AM to 10 PM daily) parking of work trucks, work pick-up trucks, work vans, commercial vehicles, motor homes, campers and similar recreational vehicles during the time that such vehicles are actively being used to load/unload materials and/or to furnish maintenance, repairs or other commercial services to the Condominium Property, the Units or common elements. The Board of Directors has the responsibility and authority to decide what constitutes a work truck, work pick-up truck, work van or commercial vehicle. Violation of this paragraph shall empower the Association to tow the offending vehicle in accordance with Section 715.07, Florida Statutes (2020) as the same may be amended or renumbered from time to time.

Except for temporary parking (as explained above), Unit Owners and their tenants, guests and invitees are permitted to operate, and park only private passenger vehicles (which includes pick-up trucks used solely for private passenger use) within a carport, guest parking space or other designated parking areas within or upon the Condominium Property. All private passenger vehicles (including private passenger pick-up trucks) are permitted as long as they contain no more than four (4) wheels, fit completely within the confines of the Unit Owner’s carport space, guest space or other designated parking space, do not exceed 78” in height and 97” in width including mirrors, 19’ 6” in length including hitches and the beds are empty or covered.

All vehicles must be fully operational and licensed, and all vehicle licenses must contain valid, up to date registration stickers or decals.

Prepared by and returned to:

Becker & Poliakoff, P.A.
Kevin L. Edwards, Esquire
1819 Main Street, Suite 905
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM**

NO. 2 PALM-AIRE AT DESOTO LAKES COUNTRY CLUB APTS. CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of No. 2 Palm-Aire at Desoto Lakes Country Club Apts. Condominium was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 24th day of March, 2020. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 519, Page 730 *et seq.*, of the Public Records of Manatee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Article XI, Section A of the Declaration entitled "Sale or Rental of Units" by deleting the last paragraph as follows:

~~Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such periods of time as it desires, without compliance with the provisions of Section A, of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a unit and shall be deemed to be in compliance with the provisions of the paragraph of Article XIII of this Declaration.~~

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LAW OFFICES
BECKER & POLIAKOFF, P.A.
1819 MAIN STREET, SUITE 905 • SARASOTA, FL 34236
TELEPHONE (941) 366-8826

WITNESSES:
(TWO)

PALM-AIRE AT DESOTO LAKES COUNTRY
CLUB CONDOMINIUM ASSOCIATION, INC.

Susan Johancen
Signature
SUSAN JOHANCEN
Printed Name

BY: David Thomson
David Thomson, President

Date: 09/28/2020

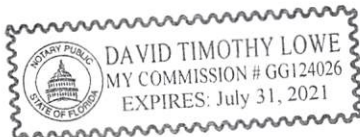
Yesmin Diaz
Signature
Yesmin Diaz
Printed Name

ATTEST: Joann Wojcik
Joann Wojcik, Secretary

Date: 9/28/2020

STATE OF Florida)
COUNTY OF Manatee) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of Sept 2020, by David Thomson as President of Palm-Aire at Desoto Lakes Country Club Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced FI06 (type of identification) as identification.



David Timothy Lowe
Notary Public
David Timothy Lowe
Printed Name

My commission expires: _____

Prepared by and returned to:

Becker & Poliakoff, P.A.
Kevin L. Edwards, Esquire
1819 Main Street, Suite 905
Sarasota, FL 34236

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

NO. 4 PALM-AIRE AT DESOTO LAKES COUNTRY CLUB APTS. CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of No. 4 Palm-Aire at Desoto Lakes Country Club Apts. Condominium was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 24th day of March, 2020. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 637, Page 168 *et seq.*, of the Public Records of Manatee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Article XI, Section A of the Declaration entitled "Sale or Rental of Units" by deleting the last paragraph as follows:

~~Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such periods of time as it desires, without compliance with the provisions of Section A, of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a unit and shall be deemed to be in compliance with the provisions of the paragraph of Article XIII of this Declaration.~~

WITNESSES:
(TWO)

PALM-AIRE AT DESOTO LAKES COUNTRY
CLUB CONDOMINIUM ASSOCIATION, INC.

Susan Johancen
Signature
SUSAN JOHANCEN
Printed Name

BY: David Thomson
David Thomson, President

Date: 09/29/2020

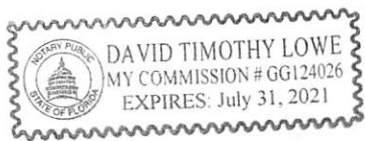
Yesmin Diaz
Signature
Yesmin Diaz
Printed Name

ATTEST: Joann Wojcik
Joann Wojcik, Secretary

Date: 09/29/2020

STATE OF Florida)
COUNTY OF Manatee) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 28 day of Sept 2020, by David Thomson as President of Palm-Aire at Desoto Lakes Country Club Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced FLDL (type of identification) as identification.



David Timothy Lowe
Notary Public
David Timothy Lowe
Printed Name

My commission expires: _____

Prepared by and returned to:

Becker & Poliakoff, P.A.
Kevin L. Edwards, Esquire
1819 Main Street, Suite 905
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM**

NO. 5 PALM-AIRE AT DESOTO LAKES COUNTRY CLUB APTS. CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of No. 5 Palm-Aire at Desoto Lakes Country Club Apts. Condominium was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 24th day of March, 2020. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 665, Page 374 *et seq.*, of the Public Records of Manatee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Article XI, Section A of the Declaration entitled "Sale or Rental of Units" by deleting the last paragraph as follows:

~~Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such periods of time as it desires, without compliance with the provisions of Section A, of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a unit and shall be deemed to be in compliance with the provisions of the paragraph of Article XIII of this Declaration.~~

Page 1 of 2

LAW OFFICES
BECKER & POLIAKOFF, P.A.
1819 MAIN STREET, SUITE 905 • SARASOTA, FL 34236
TELEPHONE (941) 366-8826

Prepared by and returned to:

Becker & Poliakoff, P.A.
Kevin L. Edwards, Esquire
1819 Main Street, Suite 905
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM**

NO. 6 PALM-AIRE AT DESOTO LAKES COUNTRY CLUB APTS. CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of No. 6 Palm-Aire at Desoto Lakes Country Club Apts. Condominium were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 24th day of March, 2020. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 742, Page 274 *et seq.*, of the Public Records of Manatee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article XI, Section A of the Declaration entitled "Sale or Rental of Units" by deleting the last paragraph as follows:

~~Where a Corporate entity is the owner of a unit, it may designate the occupants of the unit as it desires, and for such periods of time as it desires, without compliance with the provisions of Section A, of this Article XI. The foregoing shall not be deemed an assignment or subleasing of a unit and shall be deemed to be in compliance with the provisions of the paragraph of Article XIII of this Declaration.~~

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LAW OFFICES
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TELEPHONE (941) 366-8826

Amendment No. 2: Article XIII of the Declaration of Condominium entitled, “Use and Occupancy” to add a new sub-section to read as follows:

Permitted Vehicles and Parking. Automobile parking spaces shall be used solely and exclusively for that purpose. No work trucks or work pick-up trucks, work vans, commercial vehicles, inoperable vehicles, vehicles not currently licensed for use on the highways, boats, trailers, motor homes, campers or recreational vehicles of any kind shall be permitted to be parked or stored at any time upon the Condominium Property except as otherwise permitted in this sub-section of Article XIII. The terms “work truck”, “work pick-up truck”, “work van” and “commercial vehicle” means vehicles of any kind that are used primarily for business, or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use, or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows. This provision applies to all owners, tenants, and their guests and other invitees. This provision shall not apply to the temporary (from 7 AM to 10 PM daily) parking of work trucks, work pick-up trucks, work vans, commercial vehicles, motor homes, campers and similar recreational vehicles during the time that such vehicles are actively being used to load/unload materials and/or to furnish maintenance, repairs or other commercial services to the Condominium Property, the Units or common elements. The Board of Directors has the responsibility and authority to decide what constitutes a work truck, work pick-up truck, work van or commercial vehicle. Violation of this paragraph shall empower the Association to tow the offending vehicle in accordance with Section 715.07, Florida Statutes (2020) as the same may be amended or renumbered from time to time.

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All vehicles must be fully operational and licensed, and all vehicle licenses must contain valid, up to date registration stickers or decals.
