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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2594218

This instrument prepared by:
Richard A. Weller, Esq.
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1401 8th Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
STRATHMORE VILLA SOUTH CONDOMINIUM**

WHEREAS, the original Declaration of Condominium for Strathmore Villa South Condominium was recorded in Official Record Book 698, Page 468, in the Public Records of Sarasota County, Florida; and

WHEREAS, the above-referenced declaration was amended by the Amended and Restated Declaration of Condominium of Strathmore Villa South Condominium recorded in Official Record Book 2743, Page 148 in the Public Records of Sarasota County, Florida; and

WHEREAS, the owners, as members of the Strathmore Villa South Association, Inc. (the "ASSOCIATION"), and as owners of units within the above-referenced condominium, have found it necessary to amend the Declaration; and

NOW THEREFORE, the members of the ASSOCIATION voted to amend Article XIV of the Amended and Restated Declaration as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

1. Article XIV, Section A(a) is amended as follows:

Article XIV. Restrictions. A. The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit:

...

(a) Each Unit is to be used only as a single family residence and for no other purpose, including but not limited to any business or trade. "Single family" means an individual, persons all of whom are related to each by blood, marriage or legal adoption; or not more than two persons who are not so related, provided that they live together as a single housekeeping unit. No two-bedroom Unit may be permanently occupied by more than four (4) persons and no one-bedroom Unit may be permanently occupied by more than two (2) persons. For purposes hereof, "permanent occupancy" shall mean occupancy in excess of ~~fourteen (14) continuous days, or more than thirty (30) days in any twelve (12) month period calendar year.~~ Any individual that occupies a Unit for more than thirty (30) days in a twelve (12) month period shall be deemed a permanent occupant or a tenant, as opposed to a temporary guest, and such occupant must receive the advance written approval of the Board for occupancy as further described herein.

The Board shall have the authority to adopt addition rules and regulations regarding guests in units within the community.

2. Article XIV, Section A(g) is amended as follows

Article XIV. Restrictions. A. The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit:

...

~~(g) No Unit may be sold or leased, except by any institutional lender holding title by reason of foreclosure or deed in lieu of foreclosure, without the Unit Owner first procuring the consent thereto of the Association Board of Directors, which said consent shall be given or withheld based upon the Board's determination of the ability of the proposed Lessee or Grantee to meet the financial obligations of the Unit, and the social and moral desirability of the said proposed Lessee or Grantee. Further, no Unit shall be placed on the market for sale or lease without prior notice to the Association.~~

Sale, Rental, Transfer and Occupancy of Units.

(1) Advance Written Approval of Association. No unit shall be sold, rented, transferred or occupied without the owner receiving the advance written approval of the Board of Directors, or the Board's designated committee, board member, or agent. Any individual that occupies a Unit for more than thirty (30) days in a twelve (12) month period shall be deemed a permanent occupant or a tenant that is subject to the application and approval requirements described herein.

(2) Exempt Transfers. The provisions regarding the requirement for advance written approval shall not be applicable to:

1. Purchasers at mortgage or lien foreclosure sales
2. Transfers by inheritance.

However, all occupancy of such unit while such owner owns the units, and all subsequent sales, transfers, leases, and occupancy of the unit shall be subject to the transfer and occupancy restrictions.

(3) Notice to Association; Application and Approval Requirements. The Board may promulgate procedures for application for ownership, leasing, and occupancy. Written application for such approval of all potential owners, tenants, or occupants shall be provided not less than thirty (30) days prior to the proposed transfer, lease, or occupancy, and must contain such information as may be required by application forms promulgated by the Board. The application must be accompanied by a non-refundable transfer fee as required by the Board. This transfer fee may be up to \$100.00, unless a higher amount is permitted by the Condominium Act and approved by the Board. When considering such application, consideration shall be given to the character and financial responsibility of the proposed purchaser, transferee, lessee or occupant, or any other lawful and reasonable criteria established by the Board. The Association and/or its authorized agents shall have the authority to perform credit and/or criminal background checks on all proposed purchasers, tenants, and occupants, and may deny the sale, lease, occupancy, or other transfer based on the results of such background checks.

(4) Standards. The Board shall have the authority to adopt ownership and occupancy standards and may deny an application for failure to meet the criteria.

An application may be denied for the following reasons, including but not limited to:

1. Failing to provide complete information on the application
2. Failing to provide the required application fee
3. Providing false or misleading information on the application
4. Failing to meet minimum financial and/or criminal criteria established by the Board from time to time.
5. Failing to meet any additional criteria, including but not limited to criminal history, that may be established from time to time by the Board.
6. If the applicant and/or any proposed occupants have had a history of violence, dishonesty, or nuisance behavior, or has a history of an inability to follow restrictions, rules, or regulations in this or other communities
7. If occupancy by the proposed occupants would result in a violation of any age restriction that may exist or that may be adopted by the membership in the future.
8. Tenancies may be denied if the owner is delinquent in any monetary amount owed to the Association.
9. For any lawful reason.

(5) Disapproval of Association. An application may be denied based on the background checks, for failure to meet the Association's ownership and/or occupancy standards, or for any other lawful reason. In the event that a sale, lease, or occupancy is disapproved by the Association in accordance with this restriction, the Association shall have no obligation to purchase the unit or to provide an alternative transferee, tenant, or purchaser.

3. Article XIV, Section A is amended to delete Sections (A)(j) and (A)(m), and to replace with Section A(j) as follows

Article XIV. Restrictions. A. The following restrictions shall apply to and bind each Unit Owner, as well as any tenant, guest or other occupant of a Unit:

...
~~(j) Except as otherwise provided in Section XIV.A(j) and (m), no Unit may be occupied overnight in the absence of a person 55 years of age or older. No one under eighteen (18) years of age may permanently occupy a Unit overnight. "Permanently occupy" shall mean occupancy in excess of fourteen (14) continuous days, or more than thirty (30) total days in any calendar year. It is the intent of the Association to comply with Title VII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 USC 3690 Etc., and Sections 769.20-769.31, Florida Statutes as amended from time to time. The Board of Directors, in its sole discretion, may allow a Unit to be occupied by a person under the age of 55 but over the age of 18 based on hardship criteria as the Board may determine appropriate. However, the Board shall not permit such occupancy if twenty percent (20%) or more of the occupied condominium units will be occupied by persons under the age of 55.~~

...

~~(m) Except as provided in Section XIV.A(j) or (m), no Unit may be inhabited or occupied while an owner or designated occupant is not in residents.~~

~~1. In the event the owner or designated occupant, because of illness, is temporarily unable to reside in the Unit, an appointed family member or friend may reside in the~~

~~Unit, for a period not to exceed 30 days, with the prior written approval of the Board of Directors. The Board may approve consecutive 30 day occupancies in its sole discretion.~~

~~2. In the event of the death of the owner or designated occupant, an appointed administrator of the estate may reside in the Unit, not to exceed 30 days, upon the prior written approval of the Board of Directors. The Board may approve consecutive 30 day occupancies in its sole discretion.~~

Article XIV, Section (A)(i) **Age Restriction.** The Units within this condominium are intended for housing of persons fifty-five (55) years of age or older. Except as otherwise permitted herein, all units must be occupied by at least one person that is at least fifty-five (55) years of age (the "Qualifying Occupant"). The term "occupant" refers to owners, tenants, family members, or other occupants that are permitted and approved to reside in a unit in accordance with the Association's governing documents and occupancy standards, and does not include temporary guests as may be otherwise defined and regulated by the Association's restrictions, rules, or regulations. No person under fifty-five (55) years of age shall be permitted to occupy a Unit unless co-occupancy is in compliance with this restriction. All other occupants must be at least forty-five (45) years of age or older, except as otherwise provided herein or in the Association's Rules and Regulations.

(1) Any occupant that does not meet the minimum age requirements on the date that this provision is recorded, and anyone who occupies a unit with a Qualifying Occupant on the date this provision is recorded, is exempt from this age restriction as long as they continuously occupy the unit. This exemption expires when the exempt person is no longer an occupant of the Unit.

(2) Any person owning a unit on the date that this provision is recorded, who does not meet the minimum age requirements on the date that this provision is recorded, and who does not occupy a unit on the date the provision is recorded, is exempt from this age restriction and may occupy his or her unit after the effective date of this provision, provided the owner meets all other Association occupancy requirements and standards. This exemption expires when the owner transfers ownership of the unit.

(3) If the Qualifying Occupant no longer resides in the unit, occupants that are between forty-five (45) years old and fifty-five (55) years old are allowed to continue to occupy the unit under the following circumstances:

a. If the person simultaneously occupied the Unit with the Qualifying Occupant at the time of the Qualifying Occupant's death;

b. If the person simultaneously occupied the unit with the Qualifying Occupant, and the Qualifying Occupant is admitted to a hospital, hospice care facility, rehabilitation facility, respite care facility, assisted living facility, or other similar health care facility.

(4) If a person obtains title to a unit due to inheritance upon the death of a Qualifying Occupant, and that person is the age of forty-five (45) years old or older, such person is permitted to occupy the unit even if they were not simultaneously occupying the unit with the Qualifying Occupant at the time of the Qualifying Occupant's death, provided the person inheriting the unit meets all other Association occupancy requirements and standards.

(5) The Board shall have the authority to adopt rules and regulations regarding guest use and occupancy, including rules and regulations limiting the number of days that a person who does not comply with the minimum age restriction can occupy the Unit.

(6) Nothing in this Article is intended to restrict the ownership or transfer of title to any Unit. However, no owner, tenant, or guest may occupy the unit unless such occupancy complies with the age restriction (and any applicable exceptions) for occupants and guests as provided herein.

(7) In the event of any change in occupancy of a unit as a result of a transfer of title, lease, change in marital status, vacancy, change in location of permanent resident or otherwise, the owner shall be required to immediately notify the Board so that the Board may update its occupancy records. The owner must also provide any information necessary required by the Board to verify the age of each occupant.

(8) The Board shall maintain age records for all unit occupants, and shall adopt and publish policies, procedures, rules and regulations to monitor and maintain compliance with this Article and any applicable federal or state laws regarding fifty-five (55) and older communities. The Board shall have the power to enforce this Article in any legal manner available, and shall have the authority to conduct a census at intervals deemed necessary by the Board, and require copies of drivers' licenses, birth certificates or other adequate proof of age for each occupant to ensure compliance.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Strathmore Villa South Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendments to the Declaration were approved and adopted by the requisite number of members of the Association. The undersigned further certifies that the amendment was adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this instrument this 19th day of November, 2020.

STRATHMORE VILLA SOUTH ASSOCIATION, INC.

Witnesses to President's signature

Signed: _____

Print Name: Sungmin R

Signed: Wendy Anderson

Print Name: WENDY ANDERSON

Signed by: Kathleen Smith

Print Name: KATHLEEN SMITH

As President

ATTESTED BY SECRETARY:

Signed By: Wendy Anderson

Print Name: WENDY ANDERSON, as Secretary

STATE OF FLORIDA

COUNTY OF Sarasota

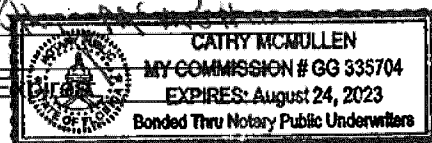
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of November, 2020, by Kathleen Smith, as President of the Strathmore Villa South Association, Inc. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name: Cathy McMullen

Date: _____

My Commission Expires: _____



STATE OF FLORIDA

COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of November, 2020, by Wendy Anderson, as Secretary of the Strathmore Villa South Association, Inc. She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name: Cathy McMullen

Date: _____

My Commission Expires: _____

