

3
✓
THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2003020960 3 PGS
2003 FEB 03 06:32 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KRIE Receipt#273659

**CERTIFICATE OF AMENDMENT
TO
AMENDED DECLARATION
OF
HARBOR HOUSE WEST, A CONDOMINIUM**



The undersigned officers of Harbor House West, Inc., a Florida not-for-profit corporation charged with the operation of Harbor House West, a Condominium, according to the Amended Declaration of Condominium thereof, as recorded in O.R. Book 1018, page 41, et seq., Public Records of Sarasota County, Florida, as amended, hereby certify that the following amendment to the Declaration was approved by not less than a majority of the entire membership at a membership meeting held January 18, 2003. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documents and applicable law.

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

20. SALE, RENTAL, LEASE OR TRANSFER

20.1 ~~In no event shall a Unit be rented or leased.~~ It is the intent of this provision to restrict occupancy of Units to only the Owner of a Unit, ~~and~~ those persons who reside with the Owner, and approved tenants, provided that such occupancy meets the requirements for single-family residential use. ~~Under no circumstances may a Unit be owned by anyone other than an occupant of that Unit.~~ Units may only be used for single-family residential use, ~~and~~ short-term occupancy by non-paying guests, ~~and~~ family members of owners and approved tenants. Single-family residential use shall mean Unit occupancy by a single housekeeping entity comprised of one (1) person, two (2) people no matter how related, or three (3) or more persons all of whom are related to each other by blood, marriage or legal adoption, provided that total permanent occupancy of a Unit shall not exceed two (2) persons per bedroom.

A. No Owner may lease his/her/its Unit within the first twenty-four (24) months of acquisition and/or transfer of title of the Unit to the Owner. After the twenty-four month period has passed, an Owner may lease the Unit upon obtaining the prior written approval of the Board of Directors. An Owner intending to lease the Unit shall provide the Association with written notice of intent to lease the Unit, along with a copy of the proposed lease and/or a standard lease application form that may be promulgated by the Board of Directors from time to time.

B. Within fifteen (15) days from receipt of the Owner's notice of intent to lease his Unit, and any additional information which may be required by the Board of Directors, the Board of Directors shall either approve or disapprove of the lease. Failure of the Board of Directors to respond within fifteen (15) days from receipt of all information necessary and required by the Board of Directors shall be deemed as an approval of the lease. The Association may deny permission to lease the Unit on reasonable grounds, including the following: (1) failure of the owner to submit all documents required for approval or to

submit the screening fee as described below; (2) the Owner is delinquent in the assessments for his Unit; (3) occupancy of the Unit by the proposed tenant would violate any provision of this Declaration, the Bylaws, Articles of Incorporation or Rules and Regulations of the Association; (4) the Owner or proposed tenant makes any misrepresentation on any of the lease approval forms; or (5) the proposed tenant is a convicted felon whose civil rights have not yet been restored.

C. No tenant may occupy the Unit prior to obtaining the Board of Directors' approval unless the tenant has been previously approved and is awaiting approval of a lease renewal. A lease application shall be deemed automatically withdrawn if the prospective tenant occupies the Unit prior to receipt of approval from the Board of Directors, and any lease in existence shall be deemed voidable in the Board of Directors' sole discretion.

D. No Unit shall be leased or rented for a term less than three (3) months and may only be leased once in a twelve (12) month period. No individual rooms shall be rented and no transient occupants shall be accommodated in any Unit. The lease or rental of any Unit shall not release or discharge an Owner thereof from compliance with any of the obligations and duties as an Owner.

E. The Owner shall provide the Association with a copy of the executed lease within ten (10) days after the commencement of said lease. It shall be the responsibility of the Owner to provide the tenant with a copy of the Condominium documents as well as the Rules and Regulations. Every lease shall contain or be deemed to contain a provision that the tenant is subject to this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations of the Association.

F. The Association shall have the authority to charge a non-refundable \$50.00 screening fee in connection with the approval required for the leasing of a Unit. Said fee may be increased by the Board of Directors from time to time but shall not exceed the highest fee permitted by law as set forth in Chapter 718, Florida Statutes, as same may be amended from time to time.

G. The Board of Directors, at its option, shall have the right to require a personal interview with the proposed tenant prior to approving or denying the lease. The Board of Directors may designate a committee or any individual(s) to conduct such interview.

H. Tenant shall comply with all use and occupancy restrictions set forth in this Declaration.

I. In the event of an unauthorized lease, the Association shall have the authority to evict a purported tenant in the name of the owner as the proposed landlord. Said Owner shall reimburse the Association for all eviction expenses, including attorney's fees and disbursements incurred in connections with such proceedings, and the Association may levy a Special Assessment against the Unit Owner for the collection thereof.

J. Upon the effective date of this Amendment, and in accordance with any other sale and transfer restrictions herein described, every new Owner or transferee of a UNIT shall be required to post an escrow deposit with the Association in an amount equal to twelve (12) months of assessment installments. No offer to sell, transfer, convey or purchase a UNIT shall be made or accepted, and no notice or offer to the Association for the sale, transfer, conveyance or purchase of a UNIT shall be given unless the offer is

accompanied by an escrow payment to the Association in an amount equal to twelve (12) months of assessment installments. The assessment escrow deposit shall be held by the Association in a non-interest bearing account for a period of twenty-four (24) months commencing upon the conveyance of title, the date of transfer or the Association's receipt of the assessment escrow deposit, whichever is later, as security in the event the Owner shall default in the payment of any regular or special assessment due to the Association, including interest, late fees, costs and attorney's fees incurred in collection, whether suit be brought or not. In the event the escrow deposit, or any portion thereof, shall be applied as provided herein, the Owner shall deposit with the Association, upon written demand therefor, an amount sufficient to restore such escrow deposit to its original amount (equal to twelve (12) months of assessment installments) for an additional twenty-four (24) month period commencing when the Association takes the escrow deposit in accordance with this provision, and the failure to do so shall constitute a material violation of the Condominium Documents. In the event no portion of the escrow deposit is applied during the twenty-four (24) month period, the escrow deposit shall be returned to the unit owner.

(All other Declaration provisions shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 31 day of January, 2003, at Sarasota County, Florida.

HARBOR HOUSE WEST, INC.

BY:

Clare P. Loer
Clare Loer, President

Kelly A. Simonds
Witness Signature

Kelly A. Simonds
Printed Name

[Signature]
Witness Signature

Virginia L. KELLER
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 31 day of January, 2003 by Clare Loer, as President of HARBOR HOUSE WEST, INC., a Florida corporation, on behalf of the corporation. She is personally known to me, or ~~has produced~~ as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public [Signature]

Printed Name Virginia L. KELLER

State of Florida

My Commission Expires _____

