

3/3/2021 1:08 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2636948

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

HARBOR HOUSE WEST, A CONDOMINIUM

I HEREBY CERTIFY that the following amendment(s) to the Declaration of Condominium of Harbor House West, A Condominium were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 9th day of January, 2021, which was lawfully reconvened on January 16, 2021. Said amendment(s) were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at O.R. Book 792, Page 23 *et seq.*, of the Public Records of Sarasota County, Florida and the Amended Declaration of Condominium is recorded at O.R. Book 1018, Page 41 *et seq.*, of the Public Records of Sarasota County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment No. 1: Article 21 d. of the Declaration of Condominium to read as follows:

21. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

d. The Owner of each Unit may keep two (2) ~~one (1)~~ ~~pets of a normal domesticated household type (such as a cat or dog)~~, which pet(s) shall not exceed thirty-five (35) pounds each at maturity or one (1) such pet, which shall not exceed seventy (70) pounds at maturity. Invitees and guests of Unit Owners are permitted to temporarily keep a pet in a Unit or on the Common Elements. Tenants, and their invitees and guests, are not permitted to keep (temporarily or permanently) or maintain a pet or animal in a Unit or on the Common Elements. A tenant who currently has a pet in a Unit on the date this Declaration amendment is recorded in the public records is grandfathered and may keep that pet. However, the grandfathered pet shall not be

Page 1 of 5

replaced upon its death or removal from the Condominium Unit.

The pet must be leashed or carried at all times while outside the Unit. Any Unit Owner, Tenant or Occupant who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association and each Unit Owner, Tenant or Occupant free and harmless from any loss, claim or liability of any kind or character of whatever nature arising from by-keeping or maintaining-of such pet within the Condominium. All pets shall be registered with the Board of Directors and shall be otherwise registered and inoculated as required by law. Unit Owners, Tenants or Occupants shall be responsible for immediately picking up all excrement deposited by any pet. Failure to immediately pick up and properly ~~property~~ dispose of such excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce removal of any pet which becomes a source of annoyance to other residents. ~~No reptiles, rodents, poultry, and amphibians or livestock may be kept in the Condominium, but tropical~~ Tropical fish or caged birds are permitted.

~~Tenants, and their invitees, and guests are not permitted to keep (temporarily or permanently) or maintain a pet or animal in a Unit or on the Common Elements. A tenant who currently has a pet in a Unit on the date of this Declaration amendment is recorded in the public records is grandfathered and may keep that pet. However, the grandfathered pet shall not be replaced upon its death or removal from the Condominium Unit.~~

Amendment No. 2: Article 21 p. of the Declaration of Condominium to read as follows,

21. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

p. Hurricane Protection. On or before December 31, 2023, each Unit within the Condominium must have hurricane protection in the form of impact resistant glass, shutters or other hurricane protection installed on all exterior windows, sliding glass doors and other apertures. All such hurricane protection must meet or exceed the Florida Building Code and the Miami-Dade County Code and protocols for High Velocity Hurricane Zones in effect as of the effective date of this amendment or any such stricter codes and protocols that may be in effect as of the installation date of such hurricane protection. However, those Units with existing hurricane protection (installed prior to the effective date of this amendment) that meets or exceeds the 2007 Florida Building Code are exempt from this requirement until such time as such hurricane protection is replaced. The cost of installing, maintaining, repairing and replacing such hurricane protection shall be the responsibility of the Unit Owner.

All hurricane protection installations must have prior written approval from the Board of Directors, which may be conditioned upon the submission of appropriate plans and specifications evidencing that the proposed installation will conform to the Association's

guidelines and specifications. Any Owner who fails to install approved hurricane protection by December 31, 2023 shall be deemed to authorize the Association, after reasonable written notice from the Association, to perform any necessary installation of hurricane protection with respect to such Unit, which shall be done at the expense of the Unit Owner and which shall be secured by a lien against the Unit enforceable in the same manner as the lien for any other assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees.

Amendment No. 3: Article 21 o. of the Declaration of Condominium to read as follows:

21. Obligations of Members. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

o. Except as otherwise approved by the Board of Directors, N~~ot~~ use condominium garages for any other purpose except the protection of passenger vehicles. ~~Nothing execept passenger vehieles may be placed in condominium garages. Mobile home types of conveyance, motoreycles and bieceles are exeluded.~~ Commercial, recreational and oversized vehicles are prohibited (except for short periods as approved by the Board of Directors). No closets or shelves may be erected or installed therein.

(The remainder of this page is intentionally blank)

HARBOR HOUSE WEST, INC.

By:

Chris Jarmul, President

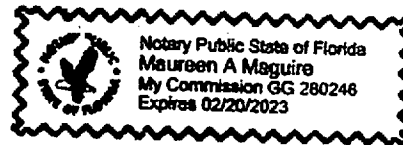
Alison Bishop
Witness Signature

Alison Bishop
Printed Name

[Signature]
Witness Signature

Maureen A. Maguire
Printed Name

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 Feb. 2021, by Chris Jarmul as President of Harbor House West, Inc., a Florida Corporation, on behalf of the corporation. She is ☒ personally known to me or ☐ has produced _____ (type of identification) as identification.

Notary Public

Printed Name

My Commission Expires

Maureen A. Maguire
Maureen A. Maguire
2/20/23

Attest: Eleanor Zets
Eleanor Zets, Secretary

[Signature]
Witness Signature

Dwayne Straughn
Printed Name

[Signature]
Witness Signature

Juan Moreno
Printed Name

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16 day of FEBRUARY, 2021, by Eleanor Zets as Secretary of Harbor House West, Inc., a Florida Corporation, on behalf of the corporation. She is ☐ personally known to me or ☒ has produced DRIVER LICENSE (type of identification) as identification.

[Signature]
Notary Public
Printed Name LILIANA REYES DIEZ
My Commission Expires NOV/29/2024

