RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2004111237 2 PGS
2004 JUN 09 11:16 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#485493

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

2004111237

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 organized and existing to operate and maintain 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 Amended Declaration was duly adopted in the manner provided in the governing documents of the Association at a duly convened membership meeting held on March 11, 2004. The undersigned further certify that the amendment was proposed and adopted by the membership in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---)

1. Amendment to Article 20, entitled "Sale, Rental, Lease or Transfer," Section 20.1(A) to read as follows:

20. SALE, RENTAL, LEASE OR TRANSFER

20.1 It is the intent of this provision to restrict occupancy of Units to only the Owner of a Unit, those persons who reside with the Owner, and approved tenants, provided that such occupancy meets the requirements for single-family residential use. Units may only be used for single-family residential use, short-term occupancy by non-paying guests, 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, a~~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.

(All other Declaration provisions remain unchanged.)

INSTRUMENT # 2004111237
2 PGS

53

Dated this 7th day of June, 2004.

HARBOR HOUSE WEST, INC.

BY: Clare P. Loer
Clare Loer, President

Julia Mulcahy
Witness Signature
Julia Mulcahy
Printed Name
Denise L. Olsen
Witness Signature
DENISE L. OLSEN
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 7th day of June, 2004 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.

Denise L. Olsen
Notary Public
Printed Name DENISE L. OLSEN
State of Florida
My Commission Expires 7/23/08

117730_1.DOC

DENISE L. OLSEN
MY COMMISSION #DD304179
EXPIRES: JUL 23, 2008
Bonded through 1st State Insurance

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

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CEAGLETO Receipt#409937

2003245583

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

The undersigned officers of Harbor House West, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Harbor House West, a Condominium, according to the Declaration of Condominium thereof as recorded in O.R. Book 1018, Page 41, et seq., Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Declaration of Condominium was duly adopted in the manner provided in the governing documents of the Association at a duly convened membership meeting held on October 16, 2003. The undersigned further certify that the amendment was proposed and adopted by the membership in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---)

1. Proposed amendment to Article 21 entitled "Obligations of Members," Section (n), to read as follows:

n. ~~Except for the foyer, the kitchen, the breakfast, the screened porch, the storage room and the bathrooms (see attached Exhibits A, B, C, D, E and F) fully carpet all floors, including standard commercial underpadding.~~ Apply sound control, acoustically tested, IIC=62 and STC=59 or better rated under all floor coverings with the exception of carpet. This regulation does not apply to the ground floor units.

(All other Declaration provisions remain unchanged.)

Dated this 5th day of Dec., 2003.

HARBOR HOUSE WEST, INC.

Witness Signature

Jackie Fulmele
Printed Name

Witness Signature

Elizabeth Rigby
Printed Name

BY: Clare Loer
Clare Loer, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5th day of December, 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.

Denise L. Olsen
Notary Public
Printed Name DENISE L. OLSEN
State of Florida
My Commission Expires 7/23/04

DENISE L. OLSEN
Notary Public, State of Florida
My comm. exp. July 23, 2004
Comm. No. CC950378

AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
JPENA Receipt#356958

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 March 25, 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.

1. Amendment to Article 20 ("Sale, Rental, Lease or Transfer"), Section 20.1(J) of the Amended Declaration of Condominium to read as follows:

J. ~~Upon the effective date of the 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 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.~~ Unit owner will maintain an escrow $1000.00 with the Association's treasurer to be used for any unanticipated repairs that may occur within the leased unit during an owner's absence. 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, t~~ The Owner shall deposit with the Association, upon written demand ~~therefor~~, an amount sufficient to restore such escrow deposit to its original amount of $1000.00 ~~(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 appl... the escrow deposit shall be returned to the unit owner.~~

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 4th day of August, 2003, at Sarasota County, Florida.

HARBOR HOUSE WEST, INC.

Judith A Foust
Witness Signature

BY: Clare Loer
Clare Loer, President

JUDITH A FOUST
Printed Name

Cary D Cot
Witness Signature

Cary D. Cotner
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of August, 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) FL DL L600 115 39 948 0 as identification. If no type of identification is indicated, the above-named person is personally known to me.

Notary Public Judith A Foust
Printed Name JUDITH A. FOUST
State of Florida VICE PRESIDENT
My Commission Expires_____

OFFICIAL NOTARY SEAL
JUDITH A FOUST
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC855004
MY COMMISSION EXP. AUG. 12,2003

110478_1.DOC
06/04/03

INSTRUMENT # 2003155793
2 PGS

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 05 06:32 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
KRIGE 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

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3 PGS

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

INSTRUMENT # 2003209960
3 PGS

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.

Kelly A Simonds
Witness Signature

BY: Clare L. Loer
Clare Loer, President

Kelly A. Simonds
Printed Name

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
Printed Name Virginia L. KELLER
State of Florida
My Commission Expires_____

VIRGINIA L. KELLER
Notary Public - State of Florida
My Commission Expires Dec 13, 2005
Commission # DD078418
Bonded By National Notary Assn.

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2002135486 2 PGS
2002 AUG 20 11:23 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#207163

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

051

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

2002135486

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 April 29, 2002. 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.

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

d. ~~Not keep pets other than goldfish, tropical fish, or small birds. As of the date of the adoption of this Amended Declaration, owners of cats or dogs may keep same, but not replace them.~~ The Owner or Occupant of each Unit may keep one (1) pet of a normal domesticated household type (such as a cat or dog), which pet shall not exceed thirty-five (35) pounds at maturity. The pet must be leashed or carried at all times while outside the Unit. Any Unit Owner or other resident 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 free and harmless from any loss, claim or liability of any kind or character of whatever nature arising 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. The restrictions of this section shall not apply to an animal trained to assist a sight or hearing impaired Unit Owner or Occupant, such as a "seeing-eye dog," provided the Owner of such a pet registers the animal with the Board and furnishes reasonable evidence of the existence of the handicap or the impairment of the resident, and the training and certification of the animal. Unit Owners and Occupants shall be responsible for immediately picking up all excrement deposited by any pet. Failure to immediately pick up and properly 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 the removal of any pet which becomes a source of

annoyance to other residents. No reptiles, rodents, poultry, amphibians or livestock may be kept in the Condominium, but tropical fish or caged birds are permitted.

(All other Declaration provisions shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 22nd day of July, 2002, at Sarasota County, Florida.

HARBOR HOUSE WEST, INC.

Patricia K Mixon
Witness Signature

BY: Clare Loer
Clare Loer, President

PATRICIA K MIXON
Printed Name

Witness Signature

ATTEST: Virginia Luther
Virginia Luther, Secretary

Gene Mixon
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 22 day of July, 2002 by Clare Loer, as President and Virginia Luther as Secretary of HARBOR HOUSE WEST, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public Melissa C. Rowland
Printed Name _____
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MELISSA C. ROWLAND
MY COMMISSION # DD 083770
EXPIRES: February 20, 2006
Bonded Thru Budget Notary Services

101358_1.DOC

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000081943 2 PGS
2000 JUN 28 09:56 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#051607

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
JERRY S. ARMBRUSTER, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

2000081943

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 JUNE 21, 2000. The undersigned further certify that the amendment was proposed and adopted in accordance with the condominium documents and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

. . .

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 ~~permit Owner~~ restrict occupancy of Units to only the Owner of a Unit and those persons who reside with the Owner, provided that such occupancy meets the requirements for single-family residential use. ~~only,~~ 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 of owners. All occupancy and Unit use is subject to rules and regulations promulgated by the Board of Directors from time to time. 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.

. . .

(All other Declaration provisions shall remain unchanged.)

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 27th day of June, 2000, at Sarasota County, Florida.

HARBOR HOUSE WEST, INC.

Katherine A. Mossa
Witness Signature

BY: Chester A. Miller
Chester A. Miller, President

Katherine A. Mossa
Printed Name

Denise L. Olsen
Witness Signature

ATTEST: Lydia B. Brummer
, Secretary

DENISE L. OLSEN
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of June, 2000 by Chester A. Miller, as President and Lydia B. Brummer, as Secretary of HARBOR HOUSE WEST, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public Denise L. Olsen
Printed Name DENISE L. OLSEN
State of Florida
My Commission Expires 7/22/00

80222_1.DOC
06/22/00

OFFICIAL NOTARY SEAL
DENISE L OLSEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC571518
MY COMMISSION EXP. JULY 22,2000

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 1998150858 1 PG
1998 NOV 12 11:28 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
LBROTHER Receipt#050206

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
CHAD M. MCCLENATHEN, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

CSI

1998150858

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 amendments to the Declaration were approved by not less than a majority of the entire membership at a membership meeting held September 12, 1998. The undersigned further certify that the amendments were proposed and adopted in accordance with the condominium documents and applicable law.

(Additions indicated by underlining, deletions by ..., and omitted, unaffected language by ...)

. . .

21. OBLIGATION OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

. . .

e. Not alter, relocate, or eliminate - either totally or in part - either the interior or exterior walls of a unit without the written consent of the Board of Directors and any mortgagee(s) involved in the ownership of the unit. No change in the configuration or location of common waste water lines is permitted, except for ground floor units. At no cost to the Association, and with prior written approval from the Board of Directors, ground floor units may be permitted to change the configuration or location of common waste water lines but only if additional cleanouts are installed prior to relocating any lines.

. . .

(All other Declaration provisions shall remain unchanged.)

Dated this 8th day of October, 1998.

HARBOR HOUSE WEST, INC.

Witness Signature

BY: _____
CHESTER A. MILLER, PRESIDENT

DENISE L. OLSEN
Printed Name

Witness Signature

BY: _____
LYDIA S. BRUMMER, SECRETARY

RENEE ST AUBIN
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of October, 1998 by CHESTER A. MILLER, as President, and LYDIA S. BRUMMER, as Secretary of HARBOR HOUSE WEST, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

OFFICIAL NOTARY SEAL
DENISE L OLSEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC571518
MY COMMISSION EXP. JULY 22,2000

Notary Public
Printed Name DENISE L. OLSEN
State of Florida
My Commission Expires 7/22/2000

51989_1

AMENDMENT
4/3/97

97038868

** OFFICIAL RECORDS **
BOOK 2957 PAGE 805

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
CHAD M. MCCLENATHEN, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

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 amendments to the Declaration were approved by not less than a majority of the entire membership at a membership meeting held January 11, 1997. The undersigned further certify that the amendments were proposed and adopted in accordance with the condominium documents and applicable law.

(Additions indicated by underlining, deletions by ..., and omitted, unaffected language by ...)

. . .

18. MEMBERSHIP IN ASSOCIATION

. . .

18.2 ~~All unit owners shall automatically be members of the association and said membership shall terminate when they no longer own said units. After an application for approval to purchase a unit and for membership in the association is approved by the Board of Directors, the applicant shall become subject to the observance of this Declaration of Condominium, its Bylaws and its House Rules upon receiving title to his apartment.~~ Each owner is, by virtue of that ownership, a member of the Harbor House West Inc. Condominium Association, and remains a member until termination of the ownership. A prospective purchaser of a unit in the Condominium shall apply to the board of directors for approval of the purchase. Prior to approval of the application, the prospective purchaser shall meet with a designated member of the board to review the Association's Declaration of Condominium, Bylaws and House Rules. In order to receive approval, the prospective purchaser shall agree, in writing, to abide by the regulations and stipulations in the aforementioned documents. Upon receiving title to the unit, the owner becomes subject to those regulations and stipulations.

. . .

21. OBLIGATION OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

. . .

e. ~~Not make, or cause to be made, any structural additions or alterations to his unit, or to the common elements, without prior written consent of the association and all mortgagees holding a mortgage on his unit.~~ Not alter, relocate, or eliminate – either totally or in part – either the interior or exterior walls of a unit without the written consent of the Board of Directors and any mortgagee(s) involved in the ownership of the unit. No change in the configuration or location of common waste water lines is permitted.

. . .

l. ~~Allow the Board of Directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements or to determine compliance with this Amended Declaration and Bylaws of the association.~~ Allow the Board of Directors or agents and employees of the Association to enter his/her unit for purposes of maintenance, inspection, or for replacement of alterations to the unit that are not in compliance with this Amended Declaration and By-Laws of the Association, or to deal with any emergency threatening the unit or any of the common elements.

Prior to the sale of a unit, designated members of the Board of Directors shall inspect the unit to determine that it is in compliance with this Amended Declaration and the By-Laws. Any feature of the unit that is not in compliance shall be made to comply before the Board approves the purchase of the unit.

. . .

n. ~~Except for ground floor apartments, carpet fully all floor areas, including a standard commercial underpadding, except for bathrooms, kitchens and storage rooms.~~ Except for the foyer, the kitchen, the breakfast, the screened porch, the storage room and the bathrooms (see attached Exhibits A, B, C, D, E and F) fully carpet all floors, including standard commercial underpadding. This regulation does not apply to the ground floor units.

. . .

Dated this 1st day of April, 1997.

HARBOR HOUSE WEST, INC.

Witness Signature

BY: Chester H. Miller
CHESTER A. MILLER, PRESIDENT

DENISE L. OLSEN
Printed Name

Witness Signature

BY: Lydia S. Brumme
Lydia S. Brumme, SECRETARY

TRACIE MEYER
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1st day of April, 1997 by CHESTER A. MILLER, as President, and Lydia S. Brumme, as Secretary of HARBOR HOUSE WEST, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public
Printed Name DENISE L. OLSEN
State of Florida
My Commission Expires _____

OFFICIAL NOTARY SEAL
DENISE L OLSEN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC571518
MY COMMISSION EXP. JULY 22,2000

93031757

AMENDMENT MAR 19 1993

•• OFFICIAL RECORDS ••
BOOK 2490 PAGE 167

CERTIFICATE OF AMENDMENT

TO

AMENDED DECLARATION OF HARBOR HOUSE WEST, A CONDOMINIUM

AND TO

BYLAWS

OF

HARBOR HOUSE WEST, INC.

THE UNDERSIGNED Officers of Harbor House West, Inc., a 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 amendments to the Declaration were approved by not less than a majority of the entire membership at a membership meeting held January 16, 1993. Additionally, the following amendment to the Bylaws of the Corporation, which amended Bylaws were recorded in O.R. Book 1018, Page 54, et seq., also of the Public Records of Sarasota County, Florida, were approved by not less than a majority of the Board of Directors, and approved by a majority of the entire Association membership at the above referenced membership meeting. The undersigned further certify that the amendments were proposed and adopted in accordance with the condominium documents and applicable law.

(Additions indicated by underlining, deletions by "---", and unaffected omitted language by "...")

DECLARATION

6. AMENDMENTS OF DECLARATION.

6.1 This Declaration may be amended at any time by affirmative vote of the majority of the units except that 100% of the units shall be required to amend paragraph "5" hereof or any part thereof. The consent of institutional mortgagees shall also be required to amend paragraph "5" above. A resolution submitting a proposed amendment for membership consideration may be advanced by either the Board of Directors or by written petition signed by not less than twenty percent (20%) of the members of the Association.

6.2 EXECUTION AND RECORDING. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

7. BYLAWS. The operation of the condominium property shall be governed by the ByLaws of Harbor House West, Inc., a copy of which is attached and made a part hereof as Exhibit "B". ~~No modification or amendment to these Bylaws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Declaration in accordance with the formalities set forth in Paragraph "6" above.~~

. . .

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 permit Owner occupancy of Units only, ~~for~~ for single-family residential use, and occupancy by non-paying guests and family of owners. 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.

. . .

21. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:

. . .

c. Not use or permit the use of his unit for any purpose other than as a single-family residence by approved occupants, their servants and their house guests. 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 ~~-Further, that persons who have not yet attained the age of 18 shall not be permitted to reside in any apartment except on a temporary basis. This clause does not apply to children in occupancy prior to adoption of this amended Declaration~~;

d. Not keep pets other than one cat, goldfish, tropical fish, or small birds~~. As of the date of the adoption of this Amended Declaration, owners of cats or dogs may keep same, but not replace them~~;

. . .

(The remainder of the Declaration is unchanged.)

BYLAWS

8. Amendments. These Amended ByLaws may be amended in the following manner:

8.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

8.2 A resolution submitting ~~adopting~~ a proposed amendment for membership consideration may be advanced~~proposed~~ by either the Board of Directors of the Association or by written petition signed by not less than twenty percent (20%) of the members of the Association. ~~-Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting.~~ Except as elsewhere provided, such approvals must be by not less than a majority

of the ~~entire membership of the Board of Directors and by not less than a majority of the~~ votes of the entire membership of the Association.

8.3 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the ~~Declaration and~~ ByLaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Sarasota County, Florida.

(The remainder of the ByLaws is unchanged.)

DATED THIS 19th DAY OF March, 1993.

HARBOR HOUSE WEST, INC.

Catherine L. Unger
Witness Signature
CATHERINE L. UNGER
Printed Name

BY: Chester A. Miller
Chester A. Miller, President

Mary Ann Fingerle
Witness Signature

MARY ANN FINGERLE
Printed Signature

~~BY:~~ Lydia S. Brummer
Lydia S. Brummer, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of March, 1993 by Chester A. Miller, as President and Lydia S. Brummer, as Secretary of HARBOR HOUSE WEST, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Denise L. Olsen
Notary Public
Printed Name DENISE L. OLSEN
State of Florida

My Commission Expires _____

DENISE L. OLSEN
MY COMMISSION # CC 210242
EXPIRES: June 23, 1996
Bonded Thru Notary Public Underwriters

CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

93 MAR 23 AM 11:12

RECORDED VERIFIED

RECORDED IN OFFICIAL RECORDS

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CERTIFICATE OF AMENDMENT

OF AMENDED DECLARATION OF

HARBOR HOUSE WEST, INC., A CONDOMINIUM

OR 1493 PG 1858

THE UNDERSIGNED, the President and Secretary, respectively, of HARBOR HOUSE WEST, INC., A CONDOMINIUM, do hereby certify that at the duly called and held Annual Meeting of the Unit owners of HARBOR HOUSE WEST, INC., A CONDOMINIUM, on the 18th day of January, 1982, in Sarasota County, Florida, at which a quorum was present and voting throughout, the Amended Declaration of Condominium of HARBOR HOUSE WEST, INC., A CONDOMINIUM, heretofore recorded in O.R. Book 1018, at pages 41 et seq., of the Public Records of Sarasota County, Florida, was amended by amending paragraph 20 of the Amended Declaration of Condominium to read as follows:

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 permit Owner occupancy of Units only and occupancy by non-paying guests and family of Owners.

20.2 Prior to the sale or transfer of any Unit to any person other than the transferror's spouse, the Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale or transfer is to be made, and such other information as may be required by the Board of Directors. Within ten (10) days, the Board of Directors shall either approve or disapprove of the proposed sale or transfer, in writing, and shall notify the Owner of its decision.

20.3 In the event the Board of Directors fails to act, or disapproves of the proposed transaction, and if the Unit Owner still desires to do so, he shall, fifteen (15) days before such sale or transfer, give written notice to the Secretary of the Corporation of his intention to sell or transfer on a certain date and the bonafide price and other terms thereof, and the Association shall promptly notify its members of the date, price and terms. The members of the Association shall have the first right over non-members to purchase on the terms and conditions contained in the notice, provided that they so notify the Secretary of the Association, in writing, at least ten (10) days before the date of the intended sale, which information the Association shall promptly forward to the Owner. In the event the member giving notice receives acceptance from more than one (1) member, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses. If no written notice accepting the price and terms is received from any other member, the selling member may complete the sale on the day and at the price and terms given in his notice. If he fails to comply with the terms hereof, any other member shall have the right to redeem from the purchase, subject to his reimbursing the purchaser for any monies expended, and immediately after such reimbursement, the purchaser shall convey all his right, title and interest to the member making the redemption.

and it was resolved that the above Amendment to the Amended Declaration of Condominium of HARBOR HOUSE WEST, INC., A CONDOMINIUM, be recorded in the Public Records of Sarasota County, Florida, by certificate certifying to same and that in all other respects said Amended Declaration of Condominium be and the same is hereby ratified, and confirmed and declared to be in full force and effect.

426 Golden Gate Point
Sarasota, FL 33577

DATED at Sarasota, Florida this 18th day of January, 1982.

HARBOR HOUSE WEST, INC.

BY _____
President

ATTEST:

(Seal)

_____
Secretary

OR 1493 PG 1859

STATE OF FLORIDA :

COUNTY OF SARASOTA:

PERSONALLY APPEARED before me, the undersigned authority, ROLLIN S. BEACH and LYDIA S. BRUMMER, as President and Secretary, respectively of HARBOR HOUSE WEST, INC., a Florida non-profit Association, to me well known to be the persons described in and who executed the foregoing instrument, who being first duly sworn acknowledged before me that they executed the foregoing Certificate as such officers of the Corporation on behalf of the Corporation with full authority and for the uses and purposes therein set forth.

WITNESS my hand and seal this 12 th day of February, 1982.

_____
Notary Public

(Seal)

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES AUG 22 1984
BONDED THRU GENERAL INS. UNDERWRITERS

FILED AND RECORDED
R. H. HACKNEY JR. CLERK
SARASOTA, FLA.

FEB 17 3 55 PM '82

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AMENDMENT } JULY 9, 1973 MEET
SEPT 17, 1973 FILED

1013 PAGE 39

542192

CERTIFICATE OF AMENDMENT OF
DECLARATION OF CONDOMINIUM OF
HARBOR HOUSE WEST, A CONDOMINIUM

THE UNDERSIGNED, being the President and Secretary, respectively, of HARBOR HOUSE WEST, INC. (formerly known as 226 GOLDEN GATE POINT ASSOCIATION, INC.), do hereby certify that at a duly called and held meeting of the Unit owners of HARBOR HOUSE WEST, A CONDOMINIUM, held on the 9th day of July, 1973, in Sarasota County, Florida, at which a quorum was present and voting throughout, the Declaration of Condominium of HARBOR HOUSE WEST, A CONDOMINIUM, heretofore recorded in O.R. Book 792, at pg. 23 et seq., of the Public Records of Sarasota County, Florida, was amended in several respects, and it was further resolved that said amendments be incorporated in an Amended Declaration of Condominium and that such Amended Declaration of Condominium be recorded in the Public Records of Sarasota County, Florida, in compliance with Article VI of the said Declaration of Condominium recorded in O.R. Book 792, at pg. 23 et seq., of the Public Records of Sarasota County, Florida, and that there is annexed hereto and the undersigned do so certify a true copy of the Amended Declaration of Condominium so adopted at said meeting of July 9th, 1973.

THE UNDERSIGNED do further certify that at aforesaid meeting and in accordance with the provisions of Article VIII of the By-Laws of 226 GOLDEN GATE POINT ASSOCIATION, INC. (now known as HARBOR HOUSE WEST, INC.), the By-Laws of said Association were amended in several respects and it was resolved that an Amended set of By-Laws incorporating such changes as were made be adopted and placed of record in the Public Records of Sarasota County, Florida, and that there is annexed hereto

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BILL CHILL

a true copy of the Amended By-Laws of said Association.

Dated this 17 day of [illegible], 1973.

(Corp. Seal)

HARBOR HOUSE WEST, INC.

By: [illegible]
President

ATTEST:

[illegible]
Secretary

STATE OF FLORIDA)
)
COUNTY OF SARASOTA)

PERSONALLY APPEARED before me, the undersigned authority

Odin S. Beach and Ralph J. Hunn

as President and Secretary, respectively, of HARBOR HOUSE WEST, INC., a Florida non-profit Association, to me well known to be the persons described in and who executed the foregoing instrument, who being first duly sworn acknowledged before me that they executed the foregoing Certificate as such officers of the corporation on behalf of the Corporation with full authority and for the uses and purposes therein set forth.

WITNESS my hand and seal this 17 day of [illegible], 1973, at Sarasota, County and State last aforesaid.

[illegible]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 9, 1977
BONDED THRU GENERAL INSURANCE UNDERWRITERS