

This instrument prepared by and return to:
Chad M. McClenathen, Esq.
783 S. Orange Ave., Suite 210
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2022038975 5 PG(S)
March 07, 2022 03:58:05 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF BREZZA DEL MARE CONDOMINIUMS
AND TO THE BYLAWS OF
BREZZA DEL MARE CONDOMINIUM ASSOCIATION, INC.**

The undersigned officer of Brezza Del Mare Condominium Association, Inc., the corporation in charge of the operation and control of Brezza Del Mare Condominiums, according to the Declaration of Condominium thereof as recorded in Official Records Instrument # 2005281271, 95 Pages, Public Records of Sarasota County, Florida, as amended, hereby certifies:

- the following amendments to the Declaration were proposed and approved by vote of the Board of Directors and approved by vote of not less than two-thirds of the voting interests of the entire membership at a membership meeting held on January 8, 2022.
- the following amendment to the Bylaws of the Association was proposed and approved by vote of the Board of Directors and approved by vote of not less than fifty-one percent (51%) of the voting interests of the entire membership at a membership meeting held on January 8, 2022.
- the amendments were proposed and approved in accordance with the condominium documentation, and applicable law.

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

DECLARATION OF CONDOMINIUM

Substantial rewording of Declaration. See Section 16 for present text.

16. MAINTENANCE OF COMMUNITY INTERESTS

16.1 Sale or Lease of a Unit. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale and leasing of a Unit by a Unit Owner shall be subject to the following provisions.

16.2 Transfers Subject to Approval. No Unit Owner may lease, or dispose of a Unit or any interest therein by sale without prior approval of the Board; provided, an Owner may transfer a Unit to (1) another Unit Owner; (2) to a spouse of the Unit Owner; (3) to a domestic partner, which shall mean a person who resides and has a personal relationship with the Unit Owner and is designated by the Unit Owner as such; (4) lineal descendants of the Unit Owner, spouse or domestic partner; (5), to a non-natural entity if wholly owned by the Unit Owner, the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner, the Unit Owner's spouse or domestic partner; (6) or to a trustee if the Unit Owner, the Unit Owner's spouse or domestic partner, or Immediate Family (parents, children, grandchildren, and siblings) of the Unit Owner, spouse or domestic partner; are the sole beneficiaries, without prior approval of the Board.

16.3 Approval of Leasing. All leases, lease extensions, and lease renewals shall be subject to prior approval of the Board. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or Owner agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Unit Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. It shall be the Unit Owner's obligation to furnish the lessee with a copy of all Condominium Documents and Rules and Regulations. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents and Rules and Regulations; shall provide or be deemed to provide that any violation shall constitute a material breach of the lease; shall contain a provision appointing the Association as agent for the Unit Owner so the Association may act on behalf of the Unit Owner to enforce the lease, evict the lessee, or otherwise. The Unit Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owners shall have a duty to bring the tenant's conduct into compliance with the Condominium Documents or Rules and Regulations by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct to the tenant into compliance with the Condominium Documents or Rules and Regulations, the Association shall then have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the tenant's non-compliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, and the personal interview of the proposed lessee, whichever date last occurs, provided however, a written response must be provided to a servicemember within 7 days of submission of a written application pursuant to Section 83.683, Florida Statutes. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

16.4 Disapproval of Leasing. If the Association disapproves a proposed lease renewal or extension, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors:

a. The person seeking approval (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.

b. The application for approval on its face, or the conduct of applicant, indicates that the person seeking approval (which shall include all proposed Occupants) intends to conduct himself in a manner inconsistent with the Condominium Documents or applicable Rules and Regulations.

c. A person seeking approval (which shall include all proposed Occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or Occupant of a Unit.

d. A person seeking approval has failed to provide the information, fees or appearance required to process the application in a timely manner.

e. All Assessments, fines, or other charges against the Unit and/or Unit Owner have not been paid in full.

16.5 Lease Restrictions. The minimum lease term shall be one month. Only entire Units may be leased.

16.6 Approval of Sale or Transfer of Unit. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner: a Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Board must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, in recordable form. Failure of the Association to respond within the thirty-day period shall constitute approval.

16.7 Disapproval of Sale or Transfer of Unit. Approval of the Association shall be withheld only if a majority of the entire Board so votes. The Board shall consider the following factors and may confer with counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

a. The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the Condominium Documents or applicable Rules and Regulations.

b. The person seeking approval (which shall include all proposed Occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it.

c. The person seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures, or bad debts.

d. The Unit Owner allows a prospective owner to take possession of the Unit prior to approval by the Association as provided for herein.

e. The person seeking approval (which shall include all proposed Occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a Unit.

f. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

g. All Assessments, fines and other charges against the Unit or the Unit Owner have not been paid in full, provided however, the Association may grant approval subject to payment in full as a condition of the approval.

16.8 Right of First Refusal, Duty to Provide Alternate Purchaser. If the Association disapproves a proposed sale or transfer, the Unit Owner shall receive a statement indicating the reason for the disapproval. The Association shall have no duty to provide an alternate purchaser, and the Association's right of first refusal shall be optional, in the event the transfer is rejected for cause based on one or more of the grounds for disapproval set forth above. If the Association disapproves a prospective purchaser without cause, the Association shall have the obligation to purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser or provide an alternate purchaser who shall purchase the Unit on the same terms and conditions as the offer from the disapproved purchaser. The closing between the selling Unit Owner and the Association, or the alternate purchaser, shall take place within sixty days after written notice of disapproval, or at such later date as the parties may agree. If the application for transfer raises a question, in the Board's reasonable judgment, as to whether the stated purchase price is bona fide, the price to be offered shall be determined by taking an average fair market value established by two qualified real estate appraisals from current condominium prices in Sarasota County, one appraiser will be selected by the selling Owner and the other selected by the Association. The Owner and the Association shall share the cost of the appraisals equally. Closing and transfer shall be within thirty days from submission of the agreement to purchase by the Association or ten days after the price is determined as provided above, whichever occurs later.

16.9 Application Fees. The Association will require the payment of a \$150.00 transfer fee simultaneously with the giving of notice of intention to sell or lease, or such larger fee as may be permitted from time to time under the Condominium Act. No fee may be collected in connection with an application to renew or extend a previously approved lease.

16.10 Mortgagee Exemption. If the owner and holder of a first mortgage of record acquires title to the Condominium Parcel as a result of the foreclosure of the mortgage, or by deed given in lieu of foreclosure, the Association shall not have a right to approve the transfer and the mortgagee shall automatically be entitled to Membership in the Association. All other persons who may acquire title at a foreclosure or judicial sale are subject to approval of the Association as provided herein. If circumstances do not permit approval prior to the transfer, then the acquisition of title shall be subject to subsequent approval of the Association.

16.11 Unauthorized Transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

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BYLAWS
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VII. FISCAL MANAGEMENT
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H. Depository. The depository of the Association shall be such bank, these banks or other federally insured depository savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by two these persons (officers or board members) authorized by the Board of Directors, provided however that monthly or quarterly recurring charges for utilities and contracted services approved by the Board of Directors may be disbursed by a check or withdrawal

instrument signed by a single authorized person. In addition to funds placed in federally insured deposit accounts, the Association may also deposit money in investments guaranteed by the full faith and credit of the USA, e. g. US Treasury Notes.

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Elizabeth Lopez
Witness Signature

Elizabeth Lopez
Printed Name

Sandra M. Cordoniz
Witness Signature

Sandra M. Cordoniz
Printed Name

Brezza Del Mare Condominium Association, Inc.

John M. Margarida
By: **John M. Margarida, President**

STATE OF ~~FLORIDA~~ ^{MA} Massachusetts
COUNTY OF ~~SARASOTA~~ ^{Bristol}

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23rd day of February, 2022, by John M. Margarida, as President of Brezza Del Mare Condominium Association, Inc., a Florida corporation, on behalf of the corporation. The above-named person is personally known to me or has produced MA Drivers license as identification. If no type of identification is indicated, the above-named person is personally known to me.

Sandra M. Cordoniz
Notary Public

