

March 4, 2016

**CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED**

Country Club Apartments Condominium Association, Inc.  
Board of Directors  
c/o Lighthouse Property Management, Inc.  
16 Church Street  
Osprey, FL 34229

Re: Recorded Certificate of Amendment to the Declaration of Condominium of Country  
Club Apartments, a Condominium  
Client/Matter No. C00180-203319

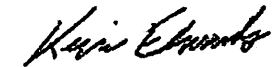
Dear Board of Directors:

Enclosed please find the **original recorded** Certificate of Amendment to the Declaration of  
Condominium of Country Club Apartments, A Condominium.

Please note that the Clerk of Court no longer stamps individual pages of the Certificate of  
Amendment. The only recording stamp on the original recorded document is located on the receipt  
attached to the first page, which states the number of pages recorded. We have retained a copy for  
our records.

Please feel free to contact me should you have any questions regarding this matter.

Sincerely,



**KEVIN L. EDWARDS**  
For the Firm

KLE/lv  
Enclosure

ACTIVE: 8239388\_1



✓ THIS INSTRUMENT PREPARED BY  
AND RETURN TO:  
KEVIN L. EDWARDS, ESQ.  
BECKER & POLIAKOFF, P.A.  
6230 UNIVERSITY PARKWAY, SUITE 204  
SARASOTA, FL 34240

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF  
COUNTRY CLUB APARTMENTS, A CONDOMINIUM**

The undersigned officers of Country Club Apartments Condominium Association, Inc., a not for profit Florida corporation, organized and existing to operate and govern Country Club Apartments, according to the original Declaration of Condominium recorded in O.R. Book 883, Page 797, et seq., as amended, of the Public Records of Sarasota County, Florida, certifies that the following amendments to the Declaration of Condominium was duly adopted by affirmative vote of 51% of the units, as required by Section 6.1 of the Declaration of Condominium and in accordance with applicable law at a duly convened Membership Meeting held on January 14, 2016.

(Additions indicated by underlining, deletions by ~~strike-through~~)

**1. Amendment to Section 20 of the Declaration of Condominium to read as follows:**

20. SALE, RENTAL, LEASE OR TRANSFER. In order to assure a community of congenial residents and thus protect the value of the Units, the sale, leasing and mortgaging of Units by any Owner ~~other than the Developer~~ shall be subject to the following provisions:

20.1 Sale or Lease. No Unit Owner may lease his Unit ~~apartment~~ without the prior approval of the Board of Directors of the Association.

No Unit may be leased for a ~~minimum~~ term of less than three (3) months. No more than ten (10) Units may be leased at any one time. This restriction will take effect upon being recorded in the Sarasota County Public Records ("the recording date") and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the time of the recording date shall continue in force until the expiration of its term or termination, whichever shall first occur. New leases, and renewals of existing leases, presented to the Association for approval shall be considered on a "first come, first served basis" and the Board shall determine when the maximum leasing limit has been reached. Unit Owners who request permission to lease after the maximum leasing limit has been reached will be placed on a waiting list in the order in which they are received, and will be considered for approval if and when the number of leases falls below 10.

(The remainder of this Section 20.1 remains unchanged)

2. **Proposed amendment to Section 21 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:

m. ~~Inasmuch as Country Club Apartments was designed and intended as an adult community, to provide housing for older residents, at least one person 55 years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of 55, but twenty one (21) years of age or older, may occupy and reside in a unit as long as one of the occupants is age 55 or older. Notwithstanding the same, the Board, in its sole discretion, shall have the right to establish hardship exceptions to permit a unit to be permanently occupied solely by persons twenty one (21) years of age but less than 55 years of age, provided that said exception shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the units in the condominium community having less than one permanent occupant 55 years of age or older, it being the intent that at least 80% of the units shall at all times have at least one permanent occupant 55 years of age or older. The Board of Directors shall establish policies and procedures for the purpose of ensuring that the foregoing required percentages of older occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a unit by any person(s) who would thereby create a violation of the afore-stated percentages of older occupancy. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board.~~

The purpose of this subsection is to authorize that this Association provide housing primarily intended and provided for occupancy for persons who are fifty-five (55) years of age or older, in accordance with the Fair Housing Amendment Act, as amended.

1. Notwithstanding anything stated to the contrary in the Articles of Incorporation, the Bylaws and Rules and Regulations, no Unit shall, at any time, be permanently occupied by persons seventeen (17) years of age or younger. Individuals between the ages of eighteen (18) and fifty-four (54) may permanently reside in a unit only when said unit is additionally and permanently occupied by at least one person who is fifty-five (55) years of age or older. Notwithstanding same, the Board of Directors shall have the authority, in its sole discretion, to enact rules and procedures to implement the provisions of this section, and to verify the age of occupants by reliable service and affidavits. Additionally, the Board of Directors shall, in its sole discretion, have the right to establish hardship exceptions to permit individuals between the ages of twenty-one (21) and fifty-four (54) to permanently reside in a unit, unaccompanied by at least one person fifty-five (55) years of age or older, providing that said exception shall not be permitted in situations where the granting of a hardship exception would result in fewer than eighty percent (80%) of the Units in the Association having less than one occupant fifty-five (55) years of age or older, it being the intent that at least eighty percent (80%) of the Units shall at all times have at least one (1) occupant fifty-five (55) years of age or older (hereafter the "eighty percent occupancy requirement").

2. A hardship (for up to 20% of the Units) may include, for example, situations where a Unit Owner becomes an owner by an inheritance or devise or when a Unit Owner dies and the Owner's surviving spouse becomes the sole occupant under the age of fifty-five (55). In this regard, said Owner or occupant may occupy the Unit, even through he/she is under the age of fifty-five (55); provided, however, that this hardship exception does not allow for the permanent occupancy of persons under the age of twenty-one (21). This hardship, or any other hardship which the Board determines, in its sole discretion, shall not allow for occupancy of a Unit by any person(s) who would, by their occupancy, create a violation of the eighty percent (80%) occupancy requirement.

3. Minimum Age Requirements. With the exception of hardship situations as described in sub-paragraph 2 above, the minimum age for permanent occupancy of a Unit is eighteen (18) years of age. Persons who are younger than 18 years of age may be permitted to visit while the Owner is present and temporarily reside for periods not to exceed sixty (60) days in total in any consecutive twelve (12) month period.

This restriction on occupancy by persons less than 55 years of age shall not apply to any persons permanently occupying a unit as of September 13, 1988 nor to any person who was entitled to occupy a unit as of September 13, 1988 pursuant to a unit lease approved by the Association prior to that date but only for so long as the lease term under said lease.

COUNTRY CLUB APARTMENTS  
CONDOMINIUM ASSOCIATION, INC.

By:   
Amado Varona, President

Attest:   
Jim Aldous, Secretary



Witness Signature

RENÉE COOK

Printed Name



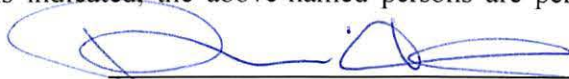
Witness Signature

COOK

Printed Name

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 25<sup>TH</sup> day of JANUARY 2016 by Amado Varona, as President and Jim Aldous, as Secretary of COUNTRY CLUB APARTMENTS CONDOMINIUM ASSOCIATION, 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 RENEE COOK  
State of Florida  
My Commission Expires 6-9-19

ACTIVE: 8061684\_1



RENEE COOK  
MY COMMISSION # FF 238785  
EXPIRES: June 9, 2019  
Bonded Thru Budget Notary Services