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INSTRUMENT # 2015000380 5 PG(S)
January 02, 2015 02:47:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

SIESTA GULF VIEW, A CONDOMINIUM

We hereby certify that the attached amendments to the Declaration of Condominium of Siesta Gulf View, a Condominium (which Declaration of Condominium was originally recorded at Official Records Book 1369, Page 220, et seq. of the Public Records of Sarasota County, Florida), were duly adopted at the Annual Meeting of the members of Siesta Gulf View Condominium Association, Inc. held on November 6, 2014 by the affirmative vote of not less than two-thirds of the entire membership of the Association, which votes are sufficient for adoption in accordance with Article XV of the Declaration of Condominium.

DATED this 12th day of December, 2014.

Witnesses:

SIESTA GULF VIEW CONDOMINIUM
ASSOCIATION, INC.

sign

James Hock

By:

James Hock
James Hock, President

print

James Hock

sign

Carrie Caudill

print

CARRIE CAUDILL

Witnesses:

sign

James Hock

Attest:

Rachel Hollstadt
Rachel Hollstadt

print

James Hock

sign

Carrie Caudill

print

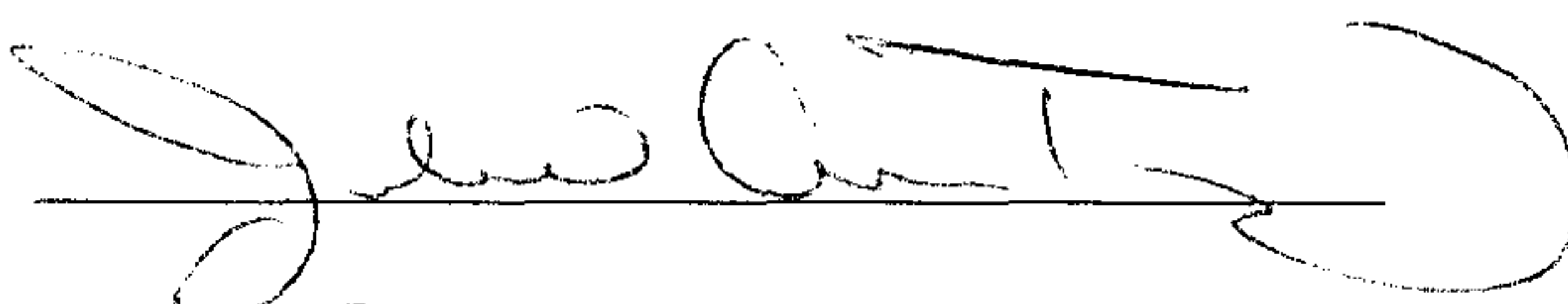
CARRIE CAUDILL

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of December, 2014, by James Hock as President of Siesta Gulf View Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign



print

Julie Ann Trimpe
State of Florida at Large (Seal)

My Commission expires:

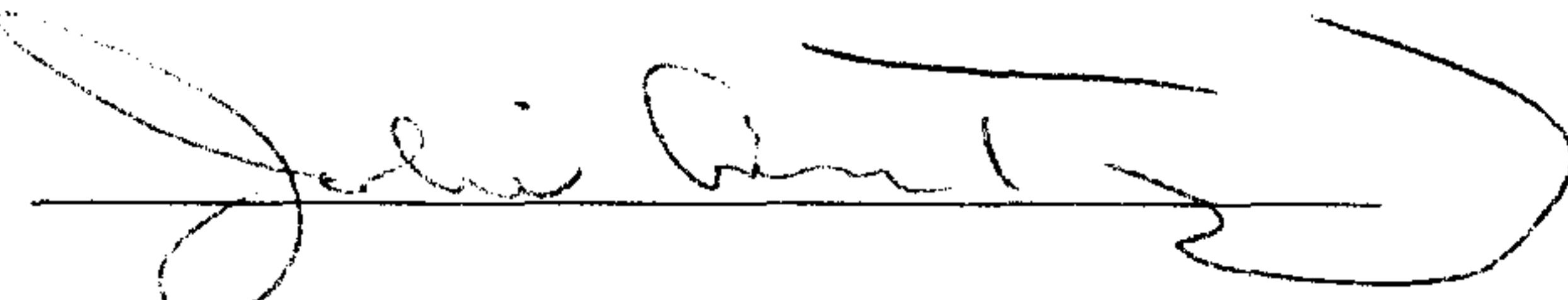
STATE OF FLORIDA
COUNTY OF SARASOTA



The foregoing instrument was acknowledged before me this 12th day of December, 2014, by Rachel Hollstadt as Secretary of Siesta Gulf View Condominium Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

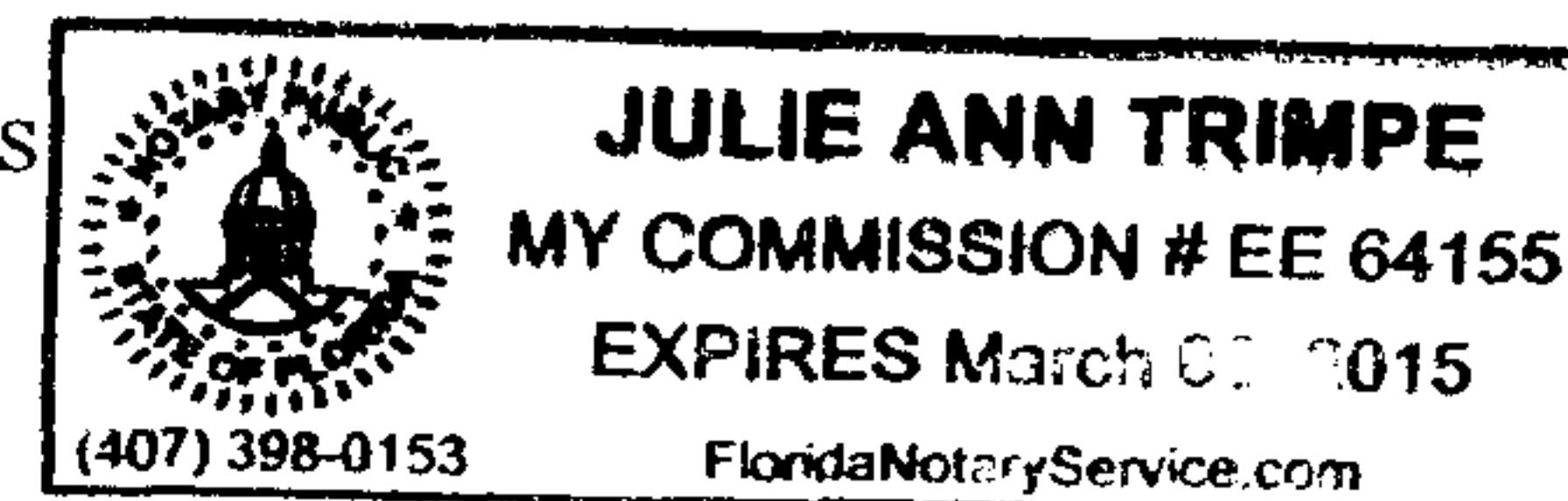
sign



print

Julie Ann Trimpe
State of Florida at Large (Seal)

My Commission expires



AMENDMENTS

DECLARATION OF CONDOMINIUM OF

SIESTA GULF VIEW

[Additions are indicated by underline; deletions by ~~strike-through~~]

II.

DEFINITIONS.

F. COMMON EXPENSES means all expenses and assessments properly incurred by the Association for the Condominium, and shall include:

1. Expenses of administration, expenses of maintenance, operation, repair or replacement of the common elements and of the portions of units, if any, to be maintained by the Association, except that all expenses for maintenance, repair or replacement of a limited common element roof deck, including but not limited to any removal or replacement made necessary by repair or replacement of the common element roof, shall be assessed only to the owner of the unit to which that roof deck is appurtenant.
2. The expenses declared common expenses by provisions of this Declaration or the By-Laws.
3. Any valid charge against the condominium property as a whole.
4. Charges for utility services, except such service as is metered separately to an apartment or unit.
5. Insurance premiums on policies required of the Association by the provisions of this Declaration.
6. Administrative costs of operating the Association.

IV.

PERCENTAGE OF COMMON ELEMENTS AND COMMON EXPENSES.

The percentage of ownership and the undivided shares of the respective condominium units in the common elements, and the manner of sharing expenses and owning common surplus, shall be pursuant to the percentages contained in Exhibit "E"; ~~provided however, all units owned by the Developer and offered for sale are excused from the payment of the share of the common expenses and assessments related thereto during the period of time that it shall have guaranteed to each owner that the assessment for common expenses of the condominium property imposed upon the unit owners will not increase over the sum of \$131.55 per month, and Developer hereby obligates itself to pay any amount of the common expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other unit owners.~~

PAYMENT. Pursuant to s. 718.115(1)(a) of the Florida Statutes, ~~c~~Common expenses shall include expenses of operation, maintenance, repair or replacement of the common elements, costs of carrying out the power and the duties of the Association, and any other expenses designated as common expenses by this Declaration, the By-Laws, or Chapter 718 Florida Statutes. Funds for the payment of the common expenses shall be assessed against unit owners in the proportions of sharing common expenses as provided in this Declaration. The common surplus shall be owned by unit owners in the shares as provided by this Declaration. Funds shall also be assessed against individual unit owners for necessary maintenance, repair and replacement of roof decks appurtenant to said owners' units.

V.

MAINTENANCE, ALTERATIONS AND IMPROVEMENTS.

A. By the Association. The responsibility of the Association shall be as follows:

- (1) All exterior portions of a unit not considered a part of the unit.
- 2) To maintain, repair and replace all common and limited common elements, provided that such expenses as to a roof deck shall be assessed only to the owner of the unit to which it is appurtenant.
- (3) To maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services

contained in the portions of a unit maintained by the Association and all such facilities contained within a unit that services part or parts of the condominium property other than the unit within which contained.

- (4) The Association, its agents or employees, shall have the irrevocable right to have access to each unit from time to time at reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements, or to other units, and for the purpose of carrying out the provisions referred to in sub-paragraphs 1, 2 and 3 hereof.

VI.

ASSESSMENTS.

The making and collection of assessments against unit owners for common expenses shall be pursuant to the By-Laws and this Declaration and subject to the following provisions:

B. INTEREST, APPLICATION OF PAYMENTS. Assessments and installments on such assessments paid on or before ten (10) days after the date when due, shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the rate of eighteen ~~ten~~ percent (~~18~~10%) per annum from the date when due until paid. In addition to such interest, a late fee of up to the greater of twenty-five dollars (\$25) or five percent (5%) of each delinquent installment for which the payment is late may be charged. All payments upon account shall be first credited to interest, then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the assessment payments first due.