

INST * 52-334816
OCT 19, 1998 7:56PM

RECORDING

REC 78.00

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TOTAL 78.00

Prepared by and Return to:

C. SCOTT BRAINARD, ESQUIRE
FISHER & SAULS, P.A.

100 2nd Avenue South, Suite 701
St. Petersburg, Florida 33701

PINELLAS COUNTY FLA
OFF REC BK 10274 PG 2131

Condominium Plats for this Condominium
were filed in Condominium Plat Book 34,
Pages 49-51, Public Records of Pinellas
County, Florida

7084442 ERC 10-19-1998 16105142
34 CTF-GULFSIDE VILLAS
RECORDING 1 \$78.00

TOTAL: \$78.00
CHECK AMT. TENDERED: \$78.00
CHANGE: \$0.00

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM**

CERTIFICATE made this 30th day of September, 1998, by **GULFSIDE VILLAS, INC.**, a Florida Corporation not for profit ("Association").

WHEREAS, GULFSIDE VILLAS, a Condominium ("Condominium"), was created by the filing of that certain Declaration of Condominium at Official Records Book 4858, Page 1052, of the Public Records of Pinellas County, Florida ("Declaration"); and

WHEREAS, attached to the Declaration as exhibits were the Articles of Incorporation of the Association ("Articles of Incorporation") and the By-Laws of the Association ("By-Laws"); and

WHEREAS, a sufficient number of the owners of units in the Condominium have approved certain amendments to the Declaration, the Articles of Incorporation and the By-Laws, all in accordance with the respective terms thereof, as more particularly set forth herein.

NOW, THEREFORE, be it known that:

1. The Declaration is hereby amended as described in the Schedule of Amendments to Declaration of Condominium attached hereto as Exhibit "A".
2. The Articles of Incorporation are hereby amended as described in the Schedule of Amendments to Articles of Incorporation attached hereto as Exhibit "B".
3. The By-Laws are hereby amended as described in the Schedule of Amendments to By-Laws attached hereto as Exhibit "C".

PINELLAS COUNTY FLA.
OFF REC BK 10274 PG 2132

4. All other portions of the Declaration, the Articles of Incorporation and the By-Laws not expressly amended hereby shall remain unchanged.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed the date and year first above written by its duly authorized officers.

GULFSIDE VILLAS, INC., a Florida
Corporation not for profit

Patricia D. Dietz
Print Name PATRICIA D. DIETZ

By:

Thomas W. Coughlin
THOMAS W. COUGHLIN, President

John A. Amos
Print Name John A. Amos

STATE OF FLORIDA
COUNTY OF PINELLAS

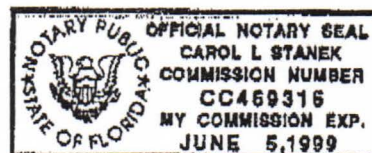
The foregoing instrument was acknowledged before me this 30th day of September, 1998,
by Thomas W. Coughlin, as President of Gulfside Villas, Inc., a Florida corporation,
on behalf of the corporation.

☒ Personally known
☐ Florida Driver's License
☐ Other Identification Produced

Carol L. Stanek
Notary Public

CAROL L. STANEK
Print or type name of Notary

(SEAL)



SCHEDULE OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

1. **ARTICLE III, PHASE DEVELOPMENT PLAN**, is hereby deleted in its entirety, and is hereby replaced by a new **ARTICLE III, entitled UNITS; BOUNDARIES**, which new Article shall read as follows:

UNITS; BOUNDARIES

(A) **Units:** The Condominium shall consist of 20 separate and numbered units as described in Exhibit 7 to this Declaration.

(B) **Boundaries:** Each unit shall include the part of the Condominium property that includes and lies within the following boundaries:

1. **Upper boundary:** The horizontal plane of the unfinished or undecorated inner surface of the ceiling of each unit.

2. **Lower boundary:** The horizontal plane of the unfinished or undecorated inner surface of the floor of each unit.

3. **Perimeter boundaries:** The vertical plane of the unfinished or undecorated inner surfaces of the perimeter walls of each unit extending to the intersection with each other and with the upper and lower boundaries of such unit.

(C) The windows, screens and doors located in any perimeter boundary wall of a unit, along with the frames surrounding such windows, screens and doors, shall be included in the respective unit and the owner of such unit shall have the responsibility of maintenance, repair and replacement of such windows, screens, doors and frames; provided, however, that the Association shall have the authority to make reasonable regulations from time to time establishing and maintaining standards for the unit owners' maintenance, repair and replacement of the windows, screens, doors and frames so as to maintain the uniformity of appearance of the exterior of the building and to protect the common elements and other units from damage. The Association reserves the right, after reasonable notice to a unit owner, to make any necessary maintenance, repair or replacement of that owner's windows, screens, doors or frames to insure that the exterior of the building is kept neat and uniform, or to protect the common elements or other units from damage, and the owner of the respective unit shall reimburse the Association on demand for any expense incurred by the Association in connection with such maintenance, repair or replacement.

(D) No unit shall be deemed to include any portion of the Condominium property that shall be load-bearing or otherwise contribute to the support of a building in which a unit shall be located, regardless of its location, including without limitation supporting columns; nor shall any unit include any pipes, wires, conduits or other public utility lines (a) running through a unit which are utilized for or serve a unit or units other than the unit in which they are located or the common elements, or (b) located in any portion of the common elements.

EXHIBIT "A"

2. ARTICLE IV, DEFINITIONS, is hereby substantially reworded to read as follows:

DEFINITIONS

(A) The terms in this Declaration shall have the meanings defined in the Act, unless otherwise defined herein.

1. "Apartment unit" or "condominium apartment unit" or "unit" shall mean "Unit" as defined in the Act.
2. "Association" shall mean GULFSIDE VILLAS, INC., a Florida corporation not for profit.
3. "Association property" shall mean all real and personal property owned by or leased to, or dedicated in a recorded plat to, the Association for the use or benefit of the Association's members.
4. "Chapter 718, Florida Statutes" or "The Florida Condominium Act" or "the Condominium Act" shall mean Chapter 718, Florida Statutes, as the same exists on the effective date of this amendment or as may be amended from time to time hereafter.
5. "Common elements" shall mean the portions of the Condominium property not included in the units, including, without limitation, easements through units for all facilities for the furnishing of utility services to the units and to the common elements.
6. "Common expenses" shall mean all expenses described or permitted in Section 718.115, Florida Statutes, as the same now exists or shall be amended from time to time hereafter. To the extent that any expense is permitted only if so provided in the Declaration, then this section shall be construed to so provide for such expense.
7. "Owner" or "unit owner" or "apartment owner" shall mean a record owner of legal title to a unit.

3. ARTICLE IX, ADMINISTRATION BY CONDOMINIUM ASSOCIATION, is hereby amended to read as follows:

(A) To facilitate efficient and effective administration of the condominium; a non-profit corporation known and designated as GULFSIDE VILLAS, INC., herein referred to as the Association, has been organized. Said corporation shall administer the operation and management of the condominium, and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association from time to time. A true copy of said Articles of Incorporation and initial By-Laws are annexed hereto and expressly made a part hereof as Exhibits "3" and "4", respectively.

(B) Membership in the Association shall be automatically extended to the owner or owners of each apartment unit and the appurtenant undivided interest in the common elements; membership shall likewise

terminate automatically upon the owner or owners being divested of any such ownership interest regardless of the means by which such ownership is divested. Membership does not extend to any person, firm or corporation holding any lien, mortgage or other encumbrance by virtue of said lien, mortgage or encumbrance.

(C) In the administration of the operation and management hereunder, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner herein provided and to adopt, promulgate and enforce such rules and regulations governing the use of the apartment units and common elements as the Board of Directors of the Association may deem to be in the best interest of the Condominium. In addition to any power or authority specifically provided in this Declaration, the Association shall have and exercise all power and authority provided in the Articles of Incorporation and By-Laws as if the same were set forth herein.

4. ARTICLE XI, AMENDMENT OF DECLARATION, is hereby amended to read as follows:

(A) Except as may otherwise be provided herein, this Declaration may be amended at any regular or special meeting of the Association called in accordance with its By-Laws, by an affirmative vote of at least 75% of the votes of the condominium which are actually cast in person or by proxy at the meeting at which the amendments are considered.

(B) Sub-Section A of this Article shall not apply to any amendment attempting to change any condominium parcel, voting rights, percentages of sharing common expenses and owning common surplus, or any provisions contained herein pertaining to termination. In order to change any of the foregoing by amendment or otherwise, the affirmative vote of all unit owners, together with the joinder of all record owners of liens in the execution of such amendment shall be required, except as otherwise provided herein for Phases II and III.

(C) No amendment to this Declaration shall be effective until a certificate executed by the Association, setting forth the text of the amendment, shall be recorded in the Public Records of Pinellas County, Florida.

5. ARTICLE XII, MANAGEMENT, is hereby substantially reworded to read as follows:

MANAGEMENT

The Association shall be authorized to enter into one or more agreements for the management and maintenance of the Condominium property, subject to any restrictions in the Florida Condominium Act. The Association shall not be authorized to delegate the responsibility for such management or maintenance, but shall be permitted to contract for assistance in discharging its duties hereunder and under its Articles of Incorporation and Bylaws.

6. ARTICLE XIII, TRANSFER SUBJECT TO APPROVAL is hereby substantially reworded to read as follows:

TRANSFER SUBJECT TO APPROVAL

(A) Sale.

(1) No unit owner may dispose of any interest in the title to a unit, including the conveyance of equitable title separate from the legal title thereto, unless he shall first obtain the approval of the Association. Any attempt to sell any interest in a unit without the approval of the Association shall be void, and any deed or other instrument of conveyance therefor shall convey no interest in the subject unit. If any unit owner shall actually convey any interest in the title to his unit without first obtaining the approval of the Association as required in this Section, such conveyance shall constitute a default of this Declaration, and the Association shall have the right to all remedies available at law and in equity, including, specifically, the right to set aside the conveyance.

(2) If a unit owner desires to sell, convey, or otherwise transfer all or any part of the title to his unit, prior to the closing of such sale, the unit owner shall submit an application for approval of the sale to the Association. The application form shall be established, and may be changed from time to time, by the Board of Directors of the Association, and shall be provided to a unit owner upon request. The application may require information relevant to the sale of the unit be provided therewith, including, but not limited to, a copy of the executed contract for sale, information about the prospective purchaser(s) and the intended use of the unit after the sale. The application may require execution by the prospective purchaser(s).

(3) If the Association approves the sale, it shall provide the unit owner a certificate of approval executed in recordable form within 30 days after the application was fully submitted. If the Association shall disapprove of the sale, then, within 30 days after the application was fully submitted, the Association shall provide a certificate of disapproval to the unit owner.

(4) If the disapproval is based on the fact that the proposed purchaser's intended use of the unit would constitute a violation of the Declaration, or the fact that common expense assessments chargeable against the unit prior to the submission of the application are delinquent, then the sale shall not be closed by the unit owner, and any attempt to convey title pursuant to the proposed contract shall constitute a sale without first obtaining the approval of the Association as provided in Subsection (1) above. If the disapproval is based on any other reason, then the Association shall have 30 days after the date of its certificate of disapproval to close the purchase of the unit under the same terms and conditions of the proposed contract, except for the proposed closing date. If the Association fails to timely close the sale and purchase under such circumstances, the Association shall have waived its right to disapprove the sale, and the unit owner may close the sale with the prospective purchaser under the terms of the proposed contract. If the unit owner shall not close the sale under the contract submitted to the Association, then the unit owner may not close under any other terms or provisions without first obtaining the approval of the Association in accordance with this Section.

(5) In the event the Association shall not provide either a certificate of approval or a certificate of disapproval within 30 days after the application was fully submitted, then the application shall be considered approved, and the Association shall provide a certificate of approval upon request of the unit owner.

(6) Regardless of whether the Association shall approve or disapprove an application for the sale or other disposition of a unit, the ownership and use of all units in the Condominium shall be subject to and in compliance with all requirements, covenants and restrictions in the Declaration.

(B) Lease.

(1) The unit owners may lease their units; provided, however, that no unit owner may lease a unit for a term of less than seven (7) consecutive days. Any lease of a unit for a term of less than seven days shall constitute a default of this Declaration. No approval of the Association shall be required of any lease of a unit having an initial term of less than 6 months. For the purposes of this Section (B), the term "lease" shall mean the grant or transfer of possession of a unit to any person, for any length of time, whether or not money is paid by the person seeking to obtain possession in connection with such transfer.

(2) No unit owner may lease a unit for an initial term of at least 6 months, unless he shall first obtain the approval of the Association. Any attempt to so lease a unit without the approval of the Association shall be void, and any lease or other instrument purporting to grant possession shall convey no interest in the subject unit. If any unit owner shall actually lease his unit for a term of at least 6 months without first obtaining the approval of the Association as required in this Section, such transfer shall constitute a default of this Declaration, and the Association shall have the right to all remedies available at law and in equity, including, specifically, the right to set aside the transfer and remove the transferee from possession.

(3) If a unit owner desires to lease his unit for an initial term of at least 6 months, prior to the transfer of possession the unit owner shall submit an application for approval of the lease or other transfer to the Association. The application form shall be established, and may be changed from time to time, by the Board of Directors of the Association, and shall be provided to a unit owner upon request. The application may require information relevant to the lease or other transfer of the unit be provided therewith, including, but not limited to, a copy of any executed lease or other instrument of transfer, information about the prospective occupant(s) and the intended use of the unit after the transfer of possession. The application may require execution by the prospective occupant(s).

(4) If the Association approves the lease, it shall provide the unit owner a certificate of approval within 30 days after the application for approval was fully submitted, and the unit owner may complete the lease in accordance with the application. If the Association disapproves the application, it shall provide the unit owner a certificate of disapproval within 30 days after the application for approval was fully submitted, including a reason for the disapproval, and the unit owner shall not complete the lease. In the event the Association shall not provide either a certificate of approval or a certificate of disapproval within 30 days after the application was fully submitted, then the application shall be considered approved, and the Association shall provide a certificate of approval upon request of the unit owner. Notwithstanding any other right or obligation the Association may have in connection with the approval or disapproval of an application for lease of a unit, the Association shall be entitled to deny such an application for approval if common expense assessments chargeable to the unit are delinquent as of the date the application for approval was fully submitted.

(C) Testamentary and Other Transfers. The provisions of this Article shall not apply to transfers of title to a unit by operation of law upon the death of a unit owner. The provisions of this Article shall apply to the transfer of title or the lease or other transfer of possession by the unit owner by gift, by the personal representative of the estate of a unit owner or the trustee of a trust in which the unit owner is the grantor or the beneficiary or both, unless the transfer is to the surviving spouse or children of the deceased unit

owner, the unit owner-trustee or the unit owner-beneficiary. Nothing herein shall be construed, however, to mean that the provisions of this Article shall not apply to such transferee(s) thereafter.

(D) **Application Fee.** In connection with a unit owner's application for approval or either a sale or a lease of his unit, the Association may require the payment of an application fee in an amount no greater than permitted by Section 718.112, Florida Statutes, as that Section now exists or may hereafter be amended from time to time. The Board of Directors of the Association shall establish, and may change from time to time, the amount of the application fee. No application for sale or lease or other transfer of possession shall be considered fully submitted until the application and all other information and documents required thereby and payment of any application fee charged by the Association under this Section shall be received by the Association.

(E) **Collateral Transfers.** The provisions of this Article shall not apply to any transfer of an interest in a unit by a unit owner to a person or entity solely as collateral for the securing of money borrowed by the unit owner, nor to the judicial sale of a unit resulting from the foreclosure of a valid mortgage against the unit; provided, however, that the provisions of this Article shall apply to the sale, lease or other transfer of possession of a unit by the purchaser of a unit at a judicial foreclosure sale.

7. **ARTICLE XV, ASSESSMENTS,** is hereby substantially reworded to read as follows:

ASSESSMENTS

(A) A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner, and for all assessments, interest, late charges and costs of collection, including attorney's fees, that were due to the Association and chargeable against the unit on the date such owner acquires title to the unit, except as may be restricted by the Florida Condominium Act. The Association shall have a lien against the unit, which lien shall be superior to the creation of any homestead status of any unit owner, to secure assessments and other charges as provided in, and the enforcement of and priority of such lien shall be governed by, the provisions of Section 718.116, Florida Statutes, as that Section now exists or may hereafter be amended from time to time.

(B) Assessments and installments thereon not paid when due shall be delinquent, and shall bear interest until paid at the highest rate allowed by law. In addition to such interest, the Association may charge an administrative late charge against any assessment or installment thereon in an amount no greater than permitted by Section 718.116, Florida Statutes, as that Section now exists or may hereafter be amended from time to time. The date on which such administrative late charge shall become due, and the amount of such charge (subject to law), shall be established, and may be changed, by the Board of Directors of the Association from time to time. In the event any assessment or installment thereof shall remain delinquent for a period of 30 days after its due date, in connection with the filing of a claim of lien hereunder to secure payment of such delinquent assessment or installment the Association shall be permitted to accelerate the balance of amounts due for the remainder of the budget year in which the claim of lien is filed.

8. ARTICLE XVI, INSURANCE, Section (B), Hazard Insurance, Paragraph 1, Purchase of Insurance, is hereby amended to read as follows:

1. Purchase of Insurance - The Association shall at all times use its best efforts to obtain and maintain fire, windstorm and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the condominium property in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, together with such other insurance as the Association deems necessary. The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expense. The Association shall not be responsible for purchasing any insurance on any of the contents or interior walls or equipment of any of the apartment units including, but not by way of limitation, any of the following items located inside a unit: floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioner and heating equipment, water heaters, or built-in cabinets. The Association may also, but shall not be obligated to, obtain and maintain liability insurance for directors and officers, insurance for the benefit of Association employees, and flood insurance for common elements, Association property and units.

9. ARTICLE XVII, RESTRICTIONS, Section (A), is hereby amended to add a new Paragraph 11, which new Paragraph shall read as follows:

11. Unit owners, their tenants and guests, may keep pets in their units; provided, however that the owner of the unit in which a pet is kept shall be responsible to the Association for the cost to repair any damage to the common elements caused by such pet. At all times any pet shall be on the common elements, the pet shall be kept on a leash and under the direct supervision and control of a person capable of such supervision and control, and such person shall be responsible to clean up after such pet. The owner of the pet and such person as may be in control of the pet from time to time while it is on the condominium property shall comply with all provisions of any law or ordinance adopted by any governmental authority having jurisdiction over the condominium property concerning keeping pets on leashes and controlling such pet.

10. ARTICLE XVII, RESTRICTIONS, Section (A), is hereby amended to add a new Paragraph 12, which new Paragraph shall read as follows:

12. Automobile parking spaces shall be used solely and exclusively for that purpose. They shall not be used for the storage of boats, inoperative motor vehicles, or any purpose whatsoever other than parking facilities for working automobiles; provided, however, that a unit owner may, with prior approval of the Association, store non-motorized personal watercraft within the parking area beneath his unit by suspending the same from the ceiling within that area in accordance with regulations adopted by the Association. The owner of a unit has the exclusive right to use the parking spaces located beneath the unit, and no other person may use those spaces. A unit owner may not lease or assign the right to use either of his parking spaces except to the lessee or purchaser in conjunction with the lease or sale of his unit. Parking spaces on the condominium property not located under a unit shall not be assigned for the use of any particular unit, and shall remain primarily available for use by non-residents. No person occupying a unit may park any vehicle in a guest parking space unless both parking spaces under his unit have automobiles parked in them.

11. A new ARTICLE XX, entitled MAINTENANCE, REPAIR AND REPLACEMENT; ALTERATION, is hereby added, which new Article shall read as follows:

MAINTENANCE, REPAIR AND REPLACEMENT; ALTERATION

(A) Maintenance, Repair and Replacement.

(1) Common Elements. The Association shall be responsible for the maintenance, repair and replacement of the common elements. No unit owner shall undertake any such maintenance, repair or replacement. In the event any maintenance, repair or replacement of the common elements shall be required as a result of the intentional or negligent act or omission of any unit owner, or of any person for whom such unit owner has vicarious liability under law, such unit owner shall reimburse the Association for the reasonable cost of such maintenance, repair or replacement.

(2) Units.

(a) By the Association - The Association shall maintain, repair and replace all portions of a unit that contribute to the support of the building in which the unit is located, including, but not limited to, the floor slab, the ceiling slab, and any load-bearing walls or columns located inside the boundaries of the unit. The Association shall also maintain, repair and replace all pipes, wires, conduits, and other portions of facilities or systems for the furnishing of utilities which are located within the portions of a unit for which the Association has the obligation of maintenance, repair and replacement under this Section (2)(a).

(b) By the unit owner - The owner of a unit shall have the obligation to maintain, repair and replace all portions of his unit for which the Association does not have such responsibility under Section (2)(a) above.

(3) Each unit owner shall have the obligation to promptly report to the Association any condition or situation of which the unit owner becomes aware that could require the Association to perform any maintenance, repair or replacement of either the common elements or a portion of a unit. Once notified of a condition or situation requiring its performance, the Association's obligation shall be limited to performing such maintenance, repair or replacement in a timely manner.

(B) Alterations.

(1) Common elements. There shall be no material alterations or substantial additions to the common elements except in accordance with the following:

(a) If the alteration or addition is to be made by a unit owner, and not the Association, such alteration or addition shall not be made unless the same shall first have been approved by the Board of Directors of the Association, and by a vote of at least seventy five (75%) percent of all the unit owners of the Condominium. If such alteration or addition is approved as provided in this Subsection (a), then the unit owner proposing the alteration or addition shall be solely responsible for performance of such alteration or addition, at such owner's sole cost and expense, and such unit owner shall indemnify and hold the Association and all other unit owners harmless for any cost, expense or performance in connection therewith. The Board of Directors of the Association may condition its approval on satisfaction that there are sufficient funds available for payment of all costs of such alteration or addition, and the Board may establish such reasonable requirements as

it deems necessary under the circumstances in order for such satisfaction. Any such alteration or addition, when completed, shall become part of the common elements of the Condominium, and the cost of maintaining, repairing and replacing the same shall be part of the common expenses.

(b) If the alteration or addition is to be made by the Association, such alteration or addition shall not be made unless the same shall be first approved by the Board of Directors of the Association, and by a vote of at least a majority of all the unit owners. The cost of such alteration or addition shall be a common expense, any such alteration or addition, when completed, shall become part of the common elements of the Condominium, and the cost of maintaining, repairing and replacing the same shall be part of the common expenses.

(2) Units. No unit owner may make any material alteration or substantial addition to a unit unless the same shall first be approved by the Board of Directors of the Association. No alteration or addition may (i) modify any portion of the common elements or any portion of the unit for which the Association has the obligation for maintenance, repair or replacement under Section (A)(2)(a) above; (ii) jeopardize or otherwise adversely affect the safety, soundness, use, appearance or structural integrity of the building in which the unit is located; (iii) unreasonably interfere with the quiet enjoyment, peaceable possession or proper use of the common elements for the uses intended or of any other unit.

SCHEDULE OF AMENDMENTS TO ARTICLES OF INCORPORATION

1. **ARTICLE II, PURPOSE**, is hereby amended to read as follows:

The purpose for which the Association is organized is the operation of GULFSIDE VILLAS, a condominium, located upon lands in Pinellas County, Florida, according to the Declaration of Condominium recorded in Official Records Book 4858, Page 1052, of the Public Records of Pinellas County, Florida, as the same now exists or may be amended from time to time hereafter (the "Declaration of Condominium).

2. **ARTICLE III, MEMBERS**, is hereby amended to read as follows:

The members of the Association shall consist of all of the record owners of legal title to condominium units in the Condominium. Admission to membership shall be established by the recording in the Public Records of Pinellas County, Florida, a Deed or other instrument establishing a record ownership in legal title to a unit in the Condominium, which instrument shall reflect the prior approval of the Association as required by the Declaration of Condominium. Upon recording of such an instrument after approval of the conveyance by the Association (if such approval is required by the Declaration), the owner or owners designated by such instrument become members of the Association and the membership of the prior owner is terminated.

3. **ARTICLE IV, TERM**, is hereby amended to read as follows:

The term of the Association shall be perpetual unless the Condominium is terminated in accordance with the Declaration of Condominium. In the event of such termination, the Association shall be dissolved in accordance with applicable law.

4. **ARTICLE V, DIRECTORS**, is hereby substantially reworded to read as follows:

DIRECTORS

The affairs of the Association shall be managed by a Board of no less than three (3) directors. The number of directors who shall serve on the Board shall be determined from time to time in the manner provided by the By-Laws, but shall never be less than three. Directors must be members of the Association. Directors shall be elected, shall hold office for such terms and may be removed in the manner provided in the By-Laws.

5. **ARTICLE VIII, BY-LAWS**, is hereby amended to read as follows:

The initial By-Laws of this Association are annexed to the original Declaration of Condominium recorded in the Public Records of Pinellas County, Florida. Such By-Laws may be amended in the manner provided for in the By-Laws.

6. ARTICLE IX, AMENDMENTS, is hereby amended to read as follows:

These Articles of Incorporation may be amended at any duly called meeting of the members of this Association provided that notice is given as provided in the By-Laws and that such notice contains a full statement of the proposed amendment, and there is an affirmative vote of seventy-five (75%) percent of the members present at the meeting, in person or by proxy, in favor of said amendment. All approved amendments shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida. No amendment shall be effective until a certificate of amendment to the Declaration of Condominium, which shall set forth the amendment approved, shall be recorded in the Public Records of Pinellas County, Florida.

7. ARTICLE X, POWERS, Paragraph 1, is hereby amended to read as follows:

1. The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles, and if the Association shall be permitted to exercise a power granted in Chapter 617 or Chapter 718, Florida Statutes, as the same now exists or may be amended from time to time hereafter, only if such power is provided in the Articles of Incorporation or By-Laws, then this paragraph shall be construed so as to provide such power.

8. ARTICLE X, POWERS, Paragraph 2, is hereby amended to add a new subparagraph (M), which new subparagraph shall read as follows:

(M) To levy fines against unit owners for violations of the Declaration of Condominium, the Association By-Laws or the rules and regulations of the Association, in accordance with the requirements and subject to the restrictions of Section 718.303(3), Florida Statutes, as that Section now exists or may be amended from time to time hereafter. The committee to hear appeals shall be appointed by the Board of Directors of the Association, and may consist solely of the directors themselves, or may consist solely of unit owners who are not directors, or may include both directors and unit owners who are not directors, and the members of such committee shall serve at the pleasure of the Board.

SCHEDULE OF AMENDMENTS TO BY-LAWS

1. **ARTICLE I, GENERAL**, Paragraph 2, is hereby amended to read as follows:

2. The Association has been organized for the purpose of administering condominiums pursuant to Chapter 718, Florida Statutes, as the same now exists or may be amended from time to time hereafter, referred to herein as the Condominium. The condominium to be administered hereunder is to be known as GULFSIDE VILLAS, a condominium upon lands located in Pinellas County, Florida.

2. **ARTICLE I, GENERAL**, Paragraph 3, is hereby amended to read as follows:

3. The principal office of the Association shall be such place as the Board of Directors may determine from time to time.

3. **ARTICLE II, MEMBERS' MEETINGS**, Paragraph 5, Voting Rights, is hereby amended to read as follows:

5. Voting Rights: The members of the Association shall be entitled to cast one vote for each unit owned by them. If a unit is owned by one person, his right to vote shall be established by the record legal title to his unit. If a unit is owned by more than one person, any of the several owners of legal title to the unit shall be entitled to cast the vote for such unit. If a unit is owned by more than one person, and more than one of the owners shall appear at the meeting at which a vote is to be cast, and the owners of the unit in attendance cannot agree on the way the vote for the unit will be cast on a particular matter, then the vote for that unit shall not be counted on that matter unless the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit in attendance at the meeting and filed with the Secretary of the Association. However, if any of the several owners of a unit shall be in attendance in person at a meeting, such attendance, even if no vote can be counted as provided above, may be counted in order to establish a quorum at such meeting. If a unit is at any time owned by a corporation, partnership or limited liability company, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice President and attested by the Secretary or Assistant Secretary of the corporation, if a corporation, or by any general partner, if a partnership, or any member, if a limited liability company, and filed with the Secretary of the Association. Any certificate described herein shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by any record legal title holder of a unit.

4. **ARTICLE II, MEMBERS' MEETINGS**, Paragraph 6, Proxies, is hereby amended to read as follows:

6. Proxies: Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. If a unit is owned by more than one person, a proxy to cast the vote for that unit will not be valid unless signed by all the record legal title holders of the unit. If a unit is owned by a corporation, partnership or limited liability company, the

proxy shall not be valid unless signed by the person designated in the certificate for such entity described in Paragraph 5 above.

5. ARTICLE II, MEMBERS' MEETINGS, Paragraph 7, Adjourned Meetings, is hereby amended to read as follows:

7. Adjourned Meetings: If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until the quorum is present. Notwithstanding anything in these By-Laws, the Articles of Incorporation, the Declaration of Condominium or the Condominium Act to the contrary, notice of the date, time and place for a reconvening of an adjourned meeting shall be sufficient if the same is announced at the time the meeting is adjourned, and no additional written or other notice shall be required. No business that was not on the agenda of the meeting as originally scheduled may be considered by the members at the reconvened meeting.

6. ARTICLE II, MEMBERS' MEETINGS, Paragraph 9, Proviso, is hereby deleted in its entirety.

7. ARTICLE III, BOARD OF DIRECTORS, Paragraph 1, Management of Affairs, is hereby amended to read as follows:

1. Management of Affairs: The affairs of the Association shall be managed by a Board of not less than three (3) nor more than eleven (11) Directors, the exact number to be determined by a vote of the members of the Association at a meeting held prior to the time of election.

8. ARTICLE III, BOARD OF DIRECTORS, Paragraph 3, Term, is hereby substantially reworded to read as follows:

3. Term: Except as provided hereafter, the Directors elected by the members shall serve for terms of two (2) years each, and thereafter until their successors are elected, in accordance with the following:

a. Two-Year Directors - At the first election after the effective date of this amended Paragraph 3, a majority of the directors elected in such election shall serve terms of two (2) years each, and thereafter until their respective successors shall be elected.

b. One-Year Directors - At the first election after the effective date of this amended Paragraph 3, the balance of the directors elected in such election shall serve terms of one (1) year each, and thereafter until their respective successors shall be elected.

c. If a person is appointed by the Board of Directors pursuant to Paragraph 2d. above of this Article III to fill a vacancy during the first year of a two-year term, the person so appointed shall not serve for the balance of the unexpired term, but shall only serve until the next election of Directors, and at such next election, the members shall elect a Director to serve the balance of that unexpired term. If a person is

appointed by the Board of Directors pursuant to Paragraph 2d. above of this Article III to fill a vacancy during the second year of a two-year term, the person so appointed shall serve for the balance of the unexpired term.

9. ARTICLE III, BOARD OF DIRECTORS, is hereby amended to add a new Paragraph 15, which new Paragraph shall read as follows:

15. Notwithstanding anything to the contrary herein, if a minimum notice period for meetings of the Directors shall be mandated in the Condominium Act, then such period of time shall prevail over the amount of time required for notice under Paragraphs 5 and 6 above of this Article III; provided, however, where the notice time is permissive in the Condominium, the provisions of this Article III shall prevail.

10. ARTICLE V, FINANCES, is hereby substantially reworded to read as follows:

FINANCES

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

1. **Budget:** The Board of Directors shall adopt a budget of anticipated operating expenses prior to the commencement of each fiscal year of the Association in accordance with the requirements of the Condominium Act. Such budget shall allow for all expense classifications set forth in the Condominium Act, as well as such other expense classifications as the Board of Directors may determine.

2. **Assessments:** The Board of Directors shall determine the due dates of assessments under the budget, which shall be no less frequently than quarterly, and shall notify members thereof.

3. **Bank Depository:** The depository for the funds of the Association shall be such bank or banks as shall be designated, from time to time, by the Board of Directors. Withdrawal of monies and demands for payment of monies from such account(s) shall be only by checks, signed by one or more of such persons as shall be authorized by the Board of Directors. The Board of Directors shall determine the number of required signers for checks, and may designate different requirements for checks of different amounts.

4. **Financial Reporting:** The Board of Directors shall prepare and provide to the members statements of the Association's financial condition annually as required by the Condominium Act.

5. **Fidelity Bonds:** The Association shall obtain and maintain fidelity bonds for all persons required by the Condominium Act to be so bonded. All costs associated with such bonds shall be borne by the Association.

6. **Additional Assessments:** The Board of Directors shall have the right, from time to time, to levy special assessments against the units for the purpose of accumulating proper common expenses not covered by the budget for the then current year. The Board of Directors shall have the right to determine the due date(s) for such special assessments or installments thereof.

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11. ARTICLE VI, AMENDMENTS, is hereby substantially reworded to read as follows:

AMENDMENTS

These By-Laws may be amended at any duly called meeting of the members of this Association provided that notice is given as provided in these By-Laws and that such notice contains a full statement of the proposed amendment, and there is an affirmative vote of seventy-five (75%) percent of the members present at the meeting, in person or by proxy, in favor of said amendment. No amendment shall be effective until a certificate of amendment to the Declaration of Condominium, which shall set forth the amendment approved, shall be recorded in the Public Records of Pinellas County, Florida.