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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF SARASOTA BUSINESS CENTER II CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT is executed this 24 day of May, 2018, by **SARASOTA BUSINESS CENTER II CONDOMINIUM ASSOCIATION, INC.**, a corporation not-for-profit incorporated under the laws of the State of Florida (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of Sarasota Business Center II, a Commercial Condominium, in accordance with the Declaration of Condominium of Sarasota Business Center II Condominium, recorded on May 16, 2005 in Official Records Instrument #2005104096 of the Public Records of Sarasota County, Florida, as amended from time to time ("Declaration"); and,

WHEREAS, an amendment to Section D of Article 14 of the Declaration was submitted to the Members of the Association at a Special Member Meeting held on May 10, 2018; and,

WHEREAS, an amendment adding a new Section V to Article 14 of the Declaration was submitted to the Members of the Association at a Special Member Meeting of the Members held on May 10, 2018; and,

WHEREAS, an amendment to Section 20(A) of Article 20 of the Declaration was submitted to the Members of the Association at a Special Member Meeting of the Members held on May 10, 2018; and,

WHEREAS, the affirmative vote of the Unit Owners holding at least two-thirds (2/3rds) of all voting rights of the Association membership voted to approve the proposed amendments to Section D of Article 14, and adding a new Section V to Article and Section 20(A) of Article 20, all of the Declaration;

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by Section D of Article 14, and the new Section V to Article 14 and Section 20(A) of Article 20, all of the Declaration, as follows:

*New language is indicated by underscored type.
Deleted language is indicated by ~~struck-through~~ type.*

1. Section D of Article 14 of the Declaration shall be amended as follows:

14. RESTRICTIONS ON USE. No owner, tenant or other occupant of a Unit shall:

...

D. Park any vehicles on any portion of the Common Elements other than a parking space or, when necessary for loading or unloading, a designated loading zone, without the written consent of the Association. Developer; Vehicles must be fully parked within parking spaces and may not encroach onto an adjacent parking space or space in front of or behind the parking space. Parking in thoroughfares, or other areas which block other vehicles from entering or exiting the parking area is prohibited. Improperly parked vehicles and unauthorized vehicles parked within the Condominium property are subject to being towed. The Board of Directors has the authority to adopt further Rules and Regulations regarding vehicles, parking and parking restrictions.

2. A new Section (V) to Article 14 of the Declaration is added as follows:

14. RESTRICTIONS UPON USE. No owner, tenant, or other occupant of a Unit shall:

...

(V) Notwithstanding Section A above prohibiting Owners from painting or otherwise changing the appearance of any exterior wall, door, window, screen, or any exterior surface, Owners may install hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant storm protection that meets or exceeds the applicable building code and the specifications set by the Board of Directors. The Association may, upon a resolution adopted by the Board of Directors, obtain hurricane shutters for the use by Owners who do not have approved shutters, the expense for which may be passed through to the specific Owners benefitted by such shutters as an individual assessment against the Unit, and collected in accordance with Article 15 herein. However, Owners will be responsible for the installation, removal, maintenance, replacement and storage of hurricane shutters, and for any damage to the Common Elements or Limited Common Elements incurred as a result of the installation or removal of the Owner's hurricane shutters or storm protection.

Further, the Board of Directors shall have the authority to install storm protection and/or hurricane shutters on any Common Element areas not covered by Unit Owner shutters in order to protect the Condominium, the cost of which will be a Common Expense. The Board of Directors also has the right to mandate when shutters must be installed in the event of an anticipated storm, the decision of which shall be deemed mandatory for compliance, and the failure to comply shall give rise to the presumption that any damage to the Unit is the result of negligence by the Unit Owner and the Owner may be held responsible for the expense of necessary repairs. The use of storm protection and/or hurricane shutters is intended to protect property, and shall not constitute a material alteration. The Board of Directors may adopt policies, including specifications for hurricane shutters, as well as Rules and Regulations to carry out the intent of this provision.

3. Section 20(A) of Article 20 of the Declaration shall be amended as follows:

20. REMEDIES. Subject to any limitations otherwise imposed by the Act, the rights and obligations of the Unit Owners, the Association, and Developer with respect to the enforcement of the provisions of this Declaration shall include the following:

A. Compliance. Each Unit Owner shall comply, and shall cause the Unit Owner's guests, tenants, and invitees to comply, with the restrictions and covenants set forth in this Declaration, the Articles, the Bylaws, and such rules and regulations as may be adopted from time to time by the Board. This shall include compliance with all restrictions, including parking of improperly parked vehicles and vehicles not authorized to be parked within the Condominium property, which vehicles may be subject to being towed.

All other Sections remain unchanged.

IN WITNESS WHEREOF, the undersigned attests to the above on this 24 day of MAY, 2018.

SARASOTA BUSINESS CENTER II
CONDOMINIUM ASSOCIATION, INC.,
a corporation not-for-profit

WITNESSES:

[Signature]
Print Name: Walter D. Waring

By: Terry Nelson

Print Name: Terry Nelson

Title: Association President

[Signature]
Print Name: Jeff Lamphier

(Seal of Corporation)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 24 day of MAY, 2018, by Terry Nelson, as President of Sarasota Business Center II Condominium Association, Inc., a corporation not-for-profit. He/she is personally known to me or has produced _____ as identification.



Carolynn Garcia
Commission # FF992100
Expires: May 19, 2020
Bonded thru Aaron Notary

[Signature]
Signature of Notary Public

Print name: CAROLYN GARCIA

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned attests to the above on this 29 day of MAY, 2018.

SARASOTA BUSINESS CENTER II
CONDOMINIUM ASSOCIATION, INC.,
a corporation not-for-profit

WITNESSES:

[Signature]

Print Name: Angela Torres Mariscal

[Signature]

Print Name: [Signature]

By: Harry J. Binder

Print Name: Harry J. BINDER

Title: Association Secretary

(Seal of Corporation)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 29th day of MAY, 2018, by HARRY J. BINDER, as Secretary of Sarasota Business Center II Condominium Association, Inc., a corporation not-for-profit. He/she is personally known to me or has produced FL DEth B536-370-48-B2 identification.



Carolynn Garcia
Commission # FF992100
Expires: May 19, 2020
Bonded thru Aaron Notary

Carolynn Garcia
Signature of Notary Public

Print name: CAROLYNN GARCIA