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This Instrument Prepared By
And Returned To:
C. JOHN CHRISTENSEN
BECKER & POLIAKOFF, P.A.
P.O. BOX 49675
Sarasota, FL 34230

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
HERON LAKES, A CONDOMINIUM

THE UNDERSIGNED OFFICERS of Heron Lakes Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Heron Lakes Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 1667, Page 1820, et. seq., Public Records of Sarasota County, Florida, hereby certify that the following amendments to the Declaration of Condominium were approved by not less than sixty-seven percent (67%) of all unit owners at a membership meeting held January 14, 1994. The undersigned further certify that these amendments were duly proposed and adopted in accordance with the Condominium documentation, and all applicable law.

(additions indicated by underlining)

27. 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:

27.1 Transfers Subject to Approval:

(a) Sale or Lease. No UNIT OWNER may lease, or dispose of a UNIT or any interest therein by sale, except to a member of the ASSOCIATION, a spouse or trust of which the UNIT OWNER, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the BOARD. Sale of any UNIT under Time Sharing, Interval Ownership or similar arrangement is prohibited. Sale of UNITS to corporations, partnerships, and multiple owners, unless related by blood, marriage or legal adoption, are also prohibited, it being the intent to allow sales only to related individuals and trusts.

27.2 Approval of Leasing. All leases shall be subject to prior approval of the BOARD. For purposes hereof, occupancy of a UNIT by a person or persons in the absence of the UNIT OWNER, except for the spouse of the UNIT OWNER, or parents, children, grandchildren or siblings of either the UNIT OWNER or his spouse, shall be treated as a lease and must be approved by the BOARD; provided however, the BOARD may waive the applicants fee and 90 day minimum residency period, as elsewhere required in this Section 27, in the BOARD's discretion. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a UNIT OWNER or his agent shall apply to the BOARD for approval of such lease on the application form prescribed by the BOARD. The UNIT OWNER or the intended lessee shall furnish such information as the BOARD may reasonably require, and the prospective lessee shall make himself or herself available for a personal interview by the BOARD, or its screening committee, prior to the approval of such lease. The screening committee may, in its discretion, conduct an interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview in Sarasota County. It shall be the OWNER's obligation to furnish the lessee with a copy of Rules and Regulations. Each lease, or addendums attached thereto, shall contain an agreement of the tenant to comply with all documents governing or affecting the CONDOMINIUM. 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.

It shall be the duty of the BOARD to notify the UNIT OWNER of approval or disapproval of such proposed lease within ten (10) days after receipt of the application for lease on the prescribed form with all required information and the personal interview of the proposed lessee, whichever date last occurs, as applicable. Each tenant shall be jointly and severally liable with the UNIT OWNER for any damages to the common elements or ASSOCIATION property or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them.

27.3 General Provisions Regarding Leasing.

(a) All leases or rentals of a UNIT shall be for at least ninety (90) consecutive days.

(b) Only entire UNITS may be rented. Rental of rooms or less than the entire UNIT is prohibited. There shall be no subdivision or subletting of UNITS without approval of the BOARD in the manner provided. UNITS may only be occupied by tenants as a single family residence. Single family is defined to consist of one person; two or more persons all of whom are related by blood, marriage, or legal adoption; or not more than two unrelated persons living and cooking together as a single housekeeping UNIT.

27.4 Disapproval of Leasing by BOARD. If a proposed lease is disapproved by the BOARD, the UNIT OWNER shall be so advised in writing and the lease shall not be made. Any lease made in violation of this DECLARATION shall be voidable and the BOARD may institute suit to evict the tenant in which event the UNIT OWNER violating this paragraph shall be liable for all court costs and reasonable attorneys fees incurred by the ASSOCIATION, both at trial and appellate levels.

27.5 Approval of Sale of a Unit. The approval of the BOARD that is required for the transfer of ownership of UNITS shall be obtained in the following manner:

(a) Notice to Association:

(1) Sale. A UNIT OWNER intending to make a sale of the UNIT or any interest therein shall give to the BOARD notice of such intention, on forms prescribed by the BOARD and such other information concerning the intended purchase as the BOARD may reasonably require. Such notice, at the UNIT OWNER's discretion, may include a demand by the UNIT OWNER that the BOARD provide a purchaser of the UNIT if the proposed purchase is not approved, except as noted in Section 27.6(a)(3) hereof. The prospective purchaser shall make himself or herself available for a personal interview by the screening committee prior to approval of such sale. The screening committee may, in its discretion, conduct the interview over the telephone if it would be inconvenient for the applicant to appear for a personal interview in Sarasota County.

(b) Certificate of Approval:

(1) Within thirty (30) days after receipt of such notice and information and the holding of a personal interview, the BOARD must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President, Vice President, Secretary or Treasurer of the ASSOCIATION, in recordable form.

27.6 Disapproval of Sale or Transfer. If the BOARD shall disapprove a transfer of ownership of a UNIT, the matter shall be disposed of in the following manner:

(a) If the notice of sale given by the UNIT OWNER shall so demand, then within thirty (30) days after receipt of such notice and information and the holding of a personal interview,

whichever date last occurs, the ASSOCIATION shall deliver or shall send by certified mail to the UNIT OWNER an agreement to purchase the UNIT signed by a purchaser approved by the BOARD, or an agreement to purchase signed on behalf of the ASSOCIATION, by its President or Vice President and attested by its Secretary, in which event the UNIT OWNER shall sell the UNIT to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase or upon the date designated in the disapproved contract, whichever date shall be later. A certificate of approval of the ASSOCIATION executed by any of its officers in recordable form shall be delivered to the purchaser.

(2) If the ASSOCIATION shall fail to purchase or provide a purchaser upon demand of the UNIT OWNER in the manner provided, or if the purchaser furnished by the ASSOCIATION shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the ASSOCIATION shall furnish a certificate of approval as elsewhere provided, in recordable form.

(3) If the BOARD determines that the proposed sale is not bona fide, it shall not be required to purchase the UNIT or to provide an alternative purchaser. In addition, if the BOARD or committee thereof disapproves a proposed transfer for "cause", the UNIT OWNER desiring to transfer the UNIT shall have no right to proceed with the proposed transfer. "Cause" shall be determined by the BOARD upon objective criteria formulated by the BOARD, including but not limited to financial stability, personal references and ownership or rental histories of the proposed occupant.

27.7 Application Fees. The BOARD may require the payment of a preset application fee simultaneously with the giving of notice of intention to sell or lease, said application fee to be set by the BOARD from time to time and shall be in conformance with applicable law.

27.8 Unauthorized Transactions. Any sale or lease not authorized pursuant to the terms of this DECLARATION shall be voidable at the election of the BOARD; provided, however, that such voidability shall exist for a period no longer than one hundred, twenty (120) days from the consummation of such transaction, such consummation being evidenced by the recording of a deed of conveyance of the UNIT or by occupancy of the UNIT; provided further that the BOARD must commence an action to set aside such transaction within such one hundred, twenty (120) day period.

Dated this 5th day of March, 1994.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 5th day of March, 1994, at Sarasota County, Florida.

WITNESSES:

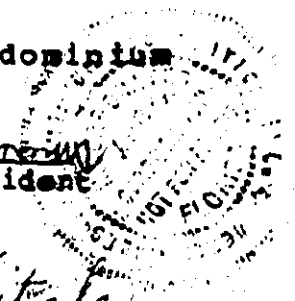
[Signature]
signature
Harold M. Jones
printed name

[Signature]
signature
Annette K. Calder
printed name

Heron Lakes Condominium Association, Inc.

BY: [Signature]
E. Leo McMannus, President

BY: [Signature]
Theresa Vitale, Secretary



STATE OF FLORIDA
COUNTY OF SARASOTA

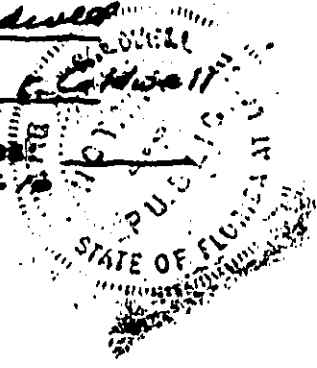
The foregoing instrument was sworn to and subscribed before me this 5th day of March, 1994 by E. Leo McMannus, as President and Theresa Vitale, Secretary of Heron Lakes Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They have personal knowledge of the matters/facts set forth herein.

Annette K Caldwell

Notary Public
Printed Name Annette K Caldwell
State of Florida
My commission expires 10/21/94

000576

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 21, 1994
BONDED THRU GENERAL INS. UND.



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RECORDED IN OFFICIAL RECORDS
RECORD VERIFIED
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KAREN L. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL