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KAREN E. RUSHING  
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SARASOTA COUNTY, FLORIDA  
MTAYLOR Receipt#959641

This instrument prepared by:

Sharon S. Vander Wulp

Attorney at Law

P.O. Box 1767

Venice, FL 34284-1767

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF



GULF SHORES, a condominium

GULF SHORES CONDOMINIUM ASSOCIATION, INC., its address being c/o Keys Caldwell, 1162 Indian Hills Blvd, Venice, FL 34293, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of GULF SHORES CONDOMINIUM ASSOCIATION, INC. is recorded in O.R. Book 953, page 1562, et seq., of the Public Records of Sarasota County, Florida. The following amendments to the Declaration of Condominium were submitted to the entire membership of the Association at its meeting called and held on the 20th day of February, 2007, and approved by affirmative vote in excess of sixty-six percent (66%) of the total voting interests of the Association as required by the Declaration of Condominium.

1. Article 11.3, Assessments, is hereby amended to read as follows:

~~11.3 Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate allowed by law.~~

11.3 Interest; Application of Payments and Late Fee. Assessments and installments of 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 highest rate allowed by law from the date when due until paid. All payments upon account shall be first applied to any interest accrued by the Association, then any administrative late fees, then to any costs and reasonable attorney's fees incurred in collection and then to the assessment payment first due. All interest collected shall be credited to the general expense account. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. The Association may charge an administrative late fee in addition to interest in an amount not to exceed the greater of \$25.00 or five percent (5%) of any installment of the assessment for each delinquent installment that the payment is late.

2. Article 16, Remedies for Violation, is hereby amended to read as follows:

16. REMEDIES FOR VIOLATION.

16.1 Enforcement Action. Each unit owner shall be governed by and conform with this Declaration and the Bylaws attached hereto. Failure to do so shall entitle the Association or any unit owner to recover damages or obtain injunctive relief or both, but such relief shall not be exclusive of other remedies provided by law.

16.2 Negligence. A Unit Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premium occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

16.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Bylaws, the Articles, the Condominium Act or the Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, or for a declaratory judgment relating to the rights of the Association or Unit Owners thereunder, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys fees to be awarded by the court or the arbitrator.

16.4 Authority of Board of Directors to Levy Fines.

(a) The Association may levy reasonable fines against a unit for failure of the unit owner or its occupant, licensee or invitee to comply with any provision of the Declaration of Condominium, the Bylaws, or the Association's reasonable rules. No fine shall become a lien against a unit. A fine shall not exceed \$100.00 per violation or be levied in an amount other than as permitted by law, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00 or as otherwise permitted by law, whichever is greater. A fine shall not be levied except after giving reasonable notice and opportunity for a hearing to the owner and, if applicable, its licensee or invitee.

(b) The Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The Notice shall include:

(1) A statement of the date, time and place of hearing.

(2) A statement of the provisions of the Declaration, the Bylaws and lawfully adopted rules and regulations which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(c) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(d) Upon the levying of any fine, the Board may collect such fines in one or more installments. Each day of violation shall be a separate violation.

(e) The affected Owner, whether the offending party or not, shall always be given notice of the hearing.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 27<sup>th</sup> day of August, 2007.

ATTEST:

GULF SHORES CONDOMINIUM ASSOCIATION, INC.

By: [Signature]  
Secretary

By: [Signature]  
BARBARA FRENCH, President

WITNESSES:

[Signature]  
[Signature]

STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared BARBARA FRENCH, as President and Secretary, of GULF SHORES CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 27<sup>th</sup> day of August, 2007.

[Signature]  
Printed Name of Notary:  
Notary Public  
Commission #

My Commission Expires:

JACALYN K. WOOD  
MY COMMISSION # DD 415495  
EXPIRES: April 20, 2009  
Beated The Budget Notary Services