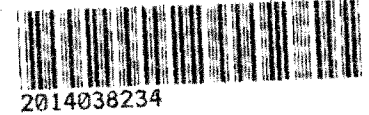


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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
THAYES Receipt#1726418

This instrument prepared by:
Robert L. Moore
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 255 The Esplanade N., Venice, Florida, 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, and as amended. 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 18th day of February, 2014, 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, Assessments; Liability; Lien and Priority; Interests and Collections, is hereby amended by adding 11.7 to read as follows:

The Association shall, within fifteen (15) days after receiving a written request for same, certify to any Owner, prospective purchaser of a Unit, or mortgagee in writing (also referred to as an "estoppel letter") signed by an officer of the Association, setting forth whether all assessments and other sums due the Association have been paid. In no event shall such fee be in

excess of \$100.00 or as otherwise permitted by law, whichever is greater. Such Certificate may be relied upon by all interested persons.

2. Article 12(1) is hereby amended to read as follows by deleting same in its entirety:

~~12.1 DESTRUCTION. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damages, the condominium plan of ownership will be terminated.~~

(Article 12(1) is now included in the amendment to Article 23 and Articles 12.2 to 12.1, 12.3 to 12.2, 12.4 to 12.3 and 12.5 to 12.4 are re-numbered.)

3. Article 16.3 is hereby amended to read as follows:

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. The Association shall recover its attorneys' fees and costs for defending an action for any type of foreclosure.

4. Article 20.2, LEASES AND RENTALS, the second sentence, is hereby amended to read as follows:

Owners leasing or renting must supply the Board of Directors with the information required on the Rental Application at least ~~five (5)~~ fifteen (15) days prior to the initial date of the rental agreement.

5. Article 20.5, TRANSFER FEES, is hereby amended by deleting the last sentence:

~~Seasonal renters will have an annual fee of fifty dollars (\$50.00)~~

6. Article 20.8(c), TRANSFERS SUBJECT TO APPROVAL, is hereby amended by adding the following to the last sentence to read as follows:

"except when the owner of two units is occupying one of the units."

7. Article 23 is hereby amended to read as follows: (Substantial re-wording, see Article 23 of the Declaration of Condominium for present text.)

23. INSURANCE, DESTRUCTION, RECONSTRUCTION AND TERMINATION

23.1 Insurance. The insurance, other than title insurance, which shall be carried upon the Condominium property and the property of the Condominium parcel owners shall be governed by the following provisions.

23.2 Authority to Purchase: Named Insured. All insurance policies upon the Condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees. Insurance coverage shall be maintained as follows:

(a) The provisions of 718.111(11)(1), Florida Statutes, as amended, for insurance policies issued on or after January 1, 2009, are included herein.

(b) Pursuant to said provision, the terms "Condominium property," "building", "improvements," "insurable improvements," "common elements," "Association property," or any other terms found in the Declaration of Condominium define the scope of property or casualty insurance that the Association must obtain.

(c) The Association shall obtain property or casualty insurance for:

1. All portions of the Condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications.

2. All material alterations, additions or improvements made to the Condominium property or Association property.

(d) The Association's property or casualty insurance policy shall exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and counter tops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit. This insurance requirement includes, but is not limited to the obligation that the

Association shall replace drywall together with the obligation to repair and replace air-conditioning and heating systems whether located within the unit or on the common elements, as necessary, in the event of casualty.

(e) The deductible for the Association's insurance policy shall be paid as a common expense for each casualty. The Association's insurance deductible will be paid by the unit owner if the following circumstances exist:

1. The damage is within a unit and is a part of the unit which is the unit owner's obligation to insure, but the Association's insurance policy provides coverage for the claim.

2. The damage is caused by the intentional conduct, negligence, or the failure to comply with the terms of this Declaration or the Association Rules and Regulations by the unit owner, members of his family, other unit occupants, tenants, guests or invitees.

(f) Condominium unit owners shall obtain insurance coverage at their own expense upon their own parcel property and for their personal liability and living expense.

23.3 Insurance Deductible. The Association's insurance policy may include deductibles as determined by the Board of Directors. The deductible shall be consistent with industry standards and prevailing practice for communities of similar size, age, construction and facilities of this Condominium in Sarasota County. The Board of Directors shall establish the amount of the insurance deductible based upon the level of available funds and predetermined assessment authority at a properly called Board of Directors meeting. The Board meeting agenda shall state the proposed deductible, the available funds, the assessment authority relied upon by the Board and an estimate for any potential assessment amount levied against each unit to fund the deductible for each casualty, if any.

23.4 Coverage. Insurance coverage shall be purchased as follows:

(a) Casualty. All buildings and improvements upon the land, including but not limited to those parcels set forth in Article V, and all personal property in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation cost. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time from time to time will be customarily covered with respect to buildings similar to

construction, location and use as the buildings on said land, including, but not limited to, vandalism and malicious mischief.

(b) Public Liability. Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including, but not limited to hired automobiles and non-owned coverages and with cross liability endorsements to cover liabilities of the condominium unit owners as a group to a condominium unit owner.

(c) Worker's' Compensation. Worker's' compensation to meet the requirements of law.

(d) Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

23.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association.

23.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees, as their interest may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association. Proceeds on account of damage to common elements shall be held as property of the unit owners in accordance with the percentages herein specified.

23.7 Unit Owner's Repair Obligation. In the event a loss occurs to any improvement within any of the units alone, without any loss occurring to any of the improvements within the common elements, payment under the insurance policies shall be made to the unit owners owning such units and their mortgagees, if there be mortgagees, on said units, as their interests may appear, and it shall be the duty of those unit owners to effect the necessary repairs to the improvements within their units which constitute the unit owner's insurance obligation. The Association shall effect the necessary repairs to the improvements within the unit which constitutes the Association's insurance obligation.

23.8 Association repair Obligation. In the event that loss occurs to improvements within units and the contiguous common elements, or to improvements within the common elements alone, payment under the insurance policies shall be made to the Association, and the proceeds shall be expended or disbursed by the Association. the Association shall promptly contract the necessary repairs to the improvements within the common elements and within the damaged units. In the event the insurance proceeds should be sufficient to repair all of the

damage within the units, but insufficient to repair all the improvements within the common elements, the proceeds shall be applied first to completely repair the damage within the units and the balance of the funds shall be apportioned to repair improvements within the common elements, and the unit owners shall be subject to a special assessment and shall contribute to the Association the remaining funds necessary to repair and restore the improvements within the common elements.

23.9 Repair and Restoration; Proceeds Sufficient. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the common elements and within the units, the improvements shall be completely repaired and restored. In this event, the Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and who shall be subject to the prior written approval of the escrow agent.

23.10 Repair and Restoration; Proceeds Not Sufficient. In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the common elements and within the units, a membership meeting shall be held to determine whether or not to abandon the Condominium project or to levy a uniform special assessment against each unit and the owners thereof as their interest appear, to obtain necessary funds to repair and restore the improvements within the common elements and the units, provided that the insurance funds available be applied first to repair the units damaged and such assessment shall be only for or on account of repairs to the common elements. In the event the majority of the voting members vote in favor of the special assessments, the Association shall immediately levy such assessment and the funds received shall be delivered to the escrow agent and disbursed as provided above. In the event the majority of the voting members are opposed to the special assessment, the insurance proceeds shall be disbursed as provided for in Chapter 718.117, Florida Statutes.

23.11 Termination. If there has been a loss or damage to the common elements and the insurance proceeds available are inadequate to repair and reconstruct same on all units, and if the majority of the voting members vote against levying the special assessment referred to above, or in the alternative that the factors set forth in chapter 718.117(2), Florida Statutes exist, then the Condominium project shall be terminated, which termination shall be conducted in the manner provided in Chapter 718.117, Florida Statutes, and evidenced by the recordation of a sworn statement by the president and Secretary of the Association setting forth this occurrence.

23.12 Association as Owner's Agent. Under all circumstances, the Association shall have the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within units or common elements.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 20th day of March, 2014.

ATTEST:

GULF SHORES CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Gerard Scannell Secretary

By: [Signature]
Don B. Shaver President

WITNESSES:

[Signature]
Warren Wood
[Signature]
Mark Reese

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 Don Shaver, as President, and Gerard Scannell, as 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.

20th day of March, 2014. WITNESS my hand and official seal at Venice, Sarasota County, Florida this



JACALYN K. WOOD
MY COMMISSION # EE 894310
EXPIRES: April 20, 2017
Bonded Thru Budget Notary Services

Printed Name of Notary: _____
Notary Public _____
Commission # _____

My Commission Expires: