

III

CERTIFICATE OF AMENDMENT TO THE DECLARATION AND BYLAWS

Book 1542-Page 362

17.00 *llc*

227769

CERTIFICATE OF AMENDMENT TO

THE BYLAWS AND DECLARATION OF

VILLA NOVA, A CONDOMINIUM

U.S.D.J. U304 U.N. 1342 RU

VILLA NOVA CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, the operating association for VILLA NOVA, a Condominium, according to the Declaration of Condominium recorded in Sarasota County, Florida Official Records Book 1306, Page 578, and as amended, does hereby CERTIFY that, pursuant to notice duly given in accordance with the Bylaws of the Association, a special meeting of the membership of the Association was held at 7:30 P.M., on September 29, 1982 at 1732 Bonitas Circle, Venice, Florida, and by at least a two-thirds majority of the members present at that meeting in person or by proxy, the members of the Association did vote as follows:

See Amendments to Declaration, numbered 1 through 6 attached.
See Amendments to Bylaws, numbered 1 and 2, attached.

IN WITNESS WHEREOF, VILLA NOVA CONDOMINIUM ASSOCIATION, INC., has caused this Certificate to be executed by its President, ROBERT S. TRUITT, and its corporate seal to be attached hereto by its Secretary, VIRGINIA F. POAG, this 12 day of October, 1982.

VILLA NOVA CONDOMINIUM ASSOCIATION, INC.

Witnesses:

J.A. Gamble

BY: *Robert S. Truitt*
ROBERT S. TRUITT, PRESIDENT

Frank Kratten

ATTEST: *Virginia F. Poag*
VIRGINIA F. POAG, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of October, 1982 by RIBERT S. TRUITT, as President of VILLA NOVA CONDOMINIUM ASSOCIATION, INC., a Florida Corporation Not For Profit, on behalf of the Corporation.



R. [Signature]
Notary Public

My Commission Expires: 10/11/85

EXHIBIT A

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF VILLA NOVA,
A CONDOMINIUM.

O. R. 1542 PG 0362

Amendment 1. That Article V COMMON ELEMENTS be amended to read as follows:

1. The common elements of the Condominium shall include the following.
(f) All outside surfaces of walls, except for glass or screened surfaces of windows, and except for windows and doors interior surfaces of windows and doors of the various Units, which said glass and screen surfaces, windows and doors are part of the respective Unit and are not common elements.

Amendment 2. That Article IX be "Substantially revised. See Article IX for present text."

2. Article IX AMENDMENT This Declaration may be altered or amended by the affirmative vote of the owners of at least two-thirds (2/3rds) of the Units of the Association at a regular annual meeting or a Special Meeting called for that purpose. No amendment of this Declaration shall be effective unless evidenced by a certificate of the Association, executed with the formalities required of a conveyance of real property and recorded in the Public Records of Sarasota County, Florida. No such amendment shall discriminate against any Unit or Units or Unit Owner or class of Unit owners, and no amendment shall affect the easements referred to hereinabove.

Amendment 3. That subsection (c) of Article XI RESTRICTIONS be amended to read as follows:

3. (c) No pets shall be permitted or maintained in a Unit or on common elements, except for one dog weighing under 15 pounds or the average adult weight of the species of which is under 15 pounds or one cat. Occupants presently having a dog or cat may retain the animal until its demise, but it cannot be replaced.

Explanation Proposed deletions are shown in struck-through type and proposed additions are underlined except when the proposed revision substantially revises an Article. In the latter case the revised language will be identified by the following language "Substantially revised see Article --- for present text."

Amendment 4. That the last paragraph of subsection (f) of Article XI RESTRICTIONS be amended to read as follows:

4. (f) The Association may charge a preset fee, to the owner, relative to the foregoing approval procedures in an amount equal to its reasonable expenses incurred but in no event to exceed of up to \$50.00

Amendment 5. That subsection (o) of Article XI RESTRICTIONS be amended to read as follows:

5. No signs of any type shall be maintained, kept or permitted on any part of the common elements or in or on any Unit where the same may be viewed from the common elements, except for signs of Developer.

Amendment 6. That Article XII ASSOCIATION MANAGEMENT BE substantially revised. See Article XII for present text.

6. XII THE ASSOCIATION, ITS POWERS AND RESPONSIBILITIES.
 - (a) The Villa Nova Condominium Association, Inc., a Florida non-profit corporation, through its Board of Directors, shall administer, manage, and operate the Condominium.
 - (b) No unit owner, except as an officer of the Association, shall have any authority to act for the Association.
 - (c) Assessments. A unit owner shall be liable for all assessments coming due while he is the owner of a unit. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the unit for which the assessment was made.
 - (d) Assessments not paid when due shall bear a delinquency charge of two dollars (\$2.00) for each month that the assessment is past due. A member shall be in default of the assessments levied when the assessments shall not have been paid within ten (10) days after the due date. The Board of Directors may, however, establish a reasonable grace period not to exceed fifteen (15) days from the due date of each assessment.

EXHIBIT B

AMENDMENTS TO THE BYLAWS OF VILLA NOVA CONDOMINIUM ASSOCIATION, INC.

Explanation Proposed deletions are shown in struck through type and proposed additions are underlined except when the proposed revision substantially revises an Article. In the latter case the revised language will be identified by the following language "Substantially revised see Article --- for present text."

Amendment 1. That Article I PRINCIPAL OFFICE be amended to read as follows:

1. The principal office of the Corporation shall be located at 1732 Bonitas Circle, Venice, Florida 33595. This is the Association Club House and a mail box is maintained to receive correspondence. ~~The Corporation shall have and continuously maintain at above office an Agent whose office shall be identical with such registered office.~~ The address of the principal office may be changed from time to time by the Board of Directors.

Amendment 2. That Section 2 Default of Article XI be amended to read as follows:

2. When any A member shall be in default of the assessments levied pursuant to Section 1, of this Article when the same shall not have been paid within ten (10) days after the date due. The Board of Directors may, however, establish a reasonable grace period not to exceed fifteen (15) days from the due date of each assessment. When a member is in default of any assessment, such member (and the member's Unit) shall be subject to the liability for collection of the same as provided under the Condominium Act of the State of Florida, as amended from time to time, together with all costs of collection including a reasonable Attorney's fees, and any sums in default shall bear interest at the highest rate permitted by law a delinquency charge of two (2) dollars for each month that the assessment is past due. In the event of foreclosure being instituted to enforce collection of defaulted assessments the Association is authorized to apply to the Court for an Order requiring payment of a reasonable rental by the Unit Owner for use of the Condominium parcel being so foreclosed and appointment of a Receiver to collect the same.

OCT 28 @ 57 AM '86

FILED AND RECORDED
R. H. JACKSON, JR., CLERK
TAMPA, FLORIDA

2.27769