

This instrument prepared by and return to:
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783 S. Orange Ave., Suite 210
Sarasota, FL 34236

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2020021690 3 PG(S)
February 14, 2020 03:12:36 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF VINTAGE GRAND CONDOMINIUM**

The undersigned officer of **Vintage Grand Condominium Association, Inc.**, the corporation in charge of the operation and control of Vintage Grand Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument # 2005281688, 143 pages, Public Records of Sarasota County, Florida, as amended, (Declaration) hereby certifies that the following amendment to the Declaration was proposed and approved by majority vote of the Board of Directors, and approved by not less than two-thirds of the voting interests of the unit owners represented in person or by proxy at a membership meeting held on January 27, 2020. The undersigned further certifies that the amendments were proposed and approved in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by...)

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7. Maintenance and Repairs.

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7.1 Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of window coverings, interior nonstructural walls, the interior side of any entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying with the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Each Unit Owner shall be responsible for the maintenance, repair and replacement of the water meter to the Unit and be liable for payment of the cost and expense of all water and sewer system usage metered to the Unit and the monthly fixed charges and administrative fees related to the Unit's water and sewer utility connections. Through the services of a sub-metering company, the Association shall read the meters and bill the applicable Unit Owner(s) for their water and sewer services. If the Unit Owner(s) do not pay their water and sewer utility bills from the sub-metering company on a timely basis, the Association shall have the right and authority to pursue collection by any method permissible under Florida law, including without limitation, any or all of the following methods: (1) demand and collect payment from a tenant in the Unit pursuant to Section 718.116(11), Florida Statutes; (2) suspend the right of the Unit Owner, or guests, tenants occupants, licensees and invitees, to use recreational facilities pursuant to Section 718.303(4), Florida Statutes; (3) suspend the voting rights of the Unit Owner pursuant to Section 718.303(5), Florida Statutes; (4) file a lawsuit against the Unit Owner in an attempt to obtain a money judgment; or (5) record a Claim of Lien against the Unit in the Sarasota County Public Records to secure the amount due, interest, prevailing party attorney fees and costs, and foreclose the Claim of Lien in the same manner as a real estate mortgage under Florida law.

Subsection (a) of Section 7.1 shall remain unchanged.

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7.4 Water Leak and Mold Prevention. In an effort to prevent the accumulation of excess moisture, mold, water leaks, and resulting damage, Unit Owner responsibilities include the following:

(a) To immediately report any water accumulation, leak or intrusion, from any source whatsoever, to the Association, and if the water accumulation or leak is coming from plumbing or fixtures within the Unit, to

immediately terminate the water flow to the Unit by closing the unit water shut-off valve. (Note: Unit Owners who are leasing out their units should inform their tenants of these obligations and ensure that the tenants know how to find and close the water shut-off valve.)

(b) To properly maintain the Unit's HVAC system including replacement of air filters when they are dirty and inspection and servicing of the entire system at least once per calendar year, including draining and cleaning condensate lines, inspection and cleaning of evaporator coils and checking all electrical connections and devices (e.g., capacitors) which could fail resulting in an unplanned shutdown of the system. (The system must also be operated sufficiently to maintain the indoor temperature in the unit at 78 degrees Fahrenheit or lower, as specified in section 17.10).

(c) To maintain the Unit's water heater, including draining and removing sediment from water heater tanks at least once per calendar year and replacing hot water tanks before the expiration of their useful life, but in any event within ten years from manufacture date.

(d) To inspect and maintain water pipes, plumbing fixtures and all connections to water-using appliances to detect and eliminate leaks, including periodic inspection and, when appropriate, replacement of bathtub overflow valve gaskets and water hose feeds to washing machines and dishwashers that are worn, cracked or bulging.

(e) To terminate water flow to the Unit by closing the unit water shut-off valve prior to any time that the Unit will be vacant for a period of two weeks or longer.

(f) To make arrangements for someone to inspect the interior of the Unit on at least a semi-monthly basis during periods of time when the Unit is vacant. The inspector should verify that the HVAC system is operating and maintaining the temperature in the unit at or below 78 degrees Fahrenheit, and also look specifically for evidence of water accumulation, leaks or intrusion. Any issues should be reported immediately to both the Unit Owner and the Association.

7.5 Elective Maintenance. Notwithstanding anything in the Declaration to the contrary, the Association, by action of its Board, may assume some of the maintenance responsibilities of the Unit Owners for portions of the Units or Limited Common Elements provided the Board adopts a resolution setting forth the basis on which the Board has determined that the best interests of the community will be served by the Association assuming the maintenance rather than the Unit Owner. The resolution shall be included as part of the Association records. Expenses incurred by the Association in performing these assumed maintenance duties shall be either a Common Expense or may be invoiced to the Unit Owner for payment. If the Board determines that the Unit Owner shall pay the expense, the Association shall charge the expenses so incurred to the applicable Unit Owner(s), and if not paid in full within thirty days of written demand, interest shall accrue at the rate of 18% per annum, and the Association shall have the right and authority to pursue collection by any method permissible under Florida law, including without limitation, any or all of the following methods: (1) demand and collect payment from a tenant in the Unit pursuant to Section 718.116(11), Florida Statutes; (2) suspend the right of the Unit Owner, or guests, tenants occupants, licensees and invitees, to use recreational facilities pursuant to Section 718.303(4), Florida Statutes; (3) suspend the voting rights of the Unit Owner pursuant to Section 718.303(5), Florida Statutes; (4) file a lawsuit against the Unit Owner in an attempt to obtain a money judgment; or (5) record a Claim of Lien against the Unit in the Sarasota County Public Records to secure the amount due, interest, prevailing party attorney fees and costs, and foreclose the Claim of Lien in the same manner as a real estate mortgage under Florida law. Any resolution adopted in accordance with this paragraph may be subsequently changed, rescinded or modified by action of the Board.

THE SIGNATURE PROVISIONS FOLLOW ON THE NEXT PAGE

In witness whereof, Vintage Grand Condominium Association, Inc., has caused this Certificate to be executed in its name this ___ day of February, 2020.



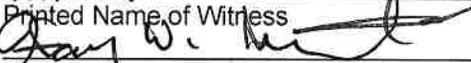
Witness Signature

Glen Aielli

Printed Name of Witness

HARRY W. MOUNT

Printed Name of Witness



Witness Signature

Vintage Grand Condominium Association, Inc.



By: David Carter, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of February, 2020, by David Carter, President of Vintage Grand Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.


Notary Public

