

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

RECORDED IN OFFICIAL RECORDS  
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February 18, 2022 01:45:18 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM OF VINTAGE GRAND CONDOMINIUM  
AND TO THE BYLAWS OF VINTAGE GRAND CONDOMINIUM ASSOCIATION, INC.**

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 amendments to the Declaration were 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 participating at a membership meeting held on February 1, 2022. The undersigned further certifies that the following amendments to the Bylaws, which Bylaws were originally recorded as an exhibit to the Declaration, were proposed and approved by not less than two-thirds vote of the entire Board of Directors and approved by not less than a majority of the voting interests of the unit owners participating at the same membership meeting. 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...)

**DECLARATION OF CONDOMINIUM**

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**11. Operation of the Condominium by the Association: Powers and Duties.**

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors. Directors must be natural persons who are 18 years of age or older. Any person who has been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony). In addition, the Association shall have all the powers and duties set forth in the Act, as well as powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

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(g) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property, Common Elements and Association Property, and the operation of the Association.

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**14. Insurance.** Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

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**14.2 Coverage.** The Association shall maintain insurance covering the following:

(a) **Casualty.** The Insured Property (as hereinafter defined) shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs (and subject to such reasonable deductibles as discussed below). The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Condominium Property located outside the Units, (ii) the

Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time that the Unit was initially conveyed, and (iii) the Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, the following items: (1) personal property; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) 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 the Unit and serve only such Unit. ~~all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner and/or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, if any, whether or not located within the Unit boundaries.~~ Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. 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 to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including but not limited to, vandalism and malicious mischief.

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17. **Occupancy and Use Restrictions.** In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the Palmer Ranch Covenants, the Crocker's Lake Covenants, the Master Development Order and the Incremental Development Order, as well as the following provisions:

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17.3 **Pet Restrictions.** A Unit Owner or tenant may maintain pet fish in bowls or tanks and/or one or two other pets in their Unit, those pets being either One domesticated dogs, or cats or caged birds may be maintained in a Unit provided such pets are is: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, breezeways, sidewalks, terrace, patios or in lanai areas, and (c) generally not aggressive towards people or other pets and not a nuisance to residents of other Units or of neighboring buildings and d) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit who maintains a pet committing such a violation shall be fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept in a cage, placed inside a pet carrier or suitable covered box, or on a leash of a length that affords reasonable control over the pet at all times when outside the Unit, balcony, or enclosed patio. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes. ~~Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the Building.~~ Without limiting the generality of Section 18 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in Section 18.3 below) and/or to require any pet to be permanently removed from the Condominium Property. Feeding of birds, raccoons, squirrels, feral cats, or other wild animals, or maintaining a bird feeder station, is prohibited.

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26 Additional Provisions.

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26.14 Unit Owner Insurance Requirements. Each Unit Owner must obtain and maintain adequate property insurance for (1) personal property; (2) ceiling, floor, and wall coverings; (3) electrical fixtures; (4)

appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) 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 the Unit and serve only such Unit. Failure to obtain and maintain such Unit Owner insurance shall subject the Unit Owner to financial responsibility for any damage or liability to the Association or other Unit Owners that would otherwise be covered by such insurance. Each Unit Owner must also obtain and maintain public liability insurance covering losses which may occur in and about the Owner's Unit, including business insurance coverage applicable to Units that are rented or leased.

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## BYLAWS

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4.6 Meetings. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. The President, Secretary, or a majority of the Board shall have the authority to place an item on the agenda for any regular or special Board meeting. Meetings of the Board of Directors may be held by telephone or video conference with those Directors attending by telephone or video counted toward the quorum requirement, provided that a telephone speaker must be used so that the conversation of those Directors attending by telephone or video may be heard by the Directors and any Unit Owners attending such meeting in person.

(a) Notice of meetings shall be given to each Director, personally or by mail, telephone, or email telegraph, and shall be transmitted at least three (3) days prior to the meeting. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the receipt by said director of notice. Attendance by any director at a meeting shall constitute a waiver of notice of such meeting, except when attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

(b) Except for meetings to discuss personnel matters, or meetings with the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice, meetings of the Board of Directors and any Committee thereof at which a quorum of the members of that Committee are present shall be open to all Unit Owners.

(c) Any Unit Owner may tape record or videotape meetings of the Board in accordance with the rules of the Division. The right to attend such meetings includes the right to speak at such meetings with respect to all designated agenda items. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

(d) Adequate notice of such meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in the event of an emergency in which case the notice shall be posted as soon as practicable after the need for emergency meeting is known to the Association. The Board shall adopt by rule, and give notice to Unit Owners of, a specific location on the Condominium Property upon which all notices of Board and/or Committee meetings shall be posted. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

(e) Meetings at which regular assessments are to be considered shall contain a statement that assessments will be considered and the nature of such assessments. Written notice of any meeting at which a special assessment, the annual budget, an amendment of the annual budget, or at which an amendment to rules regarding Unit use will be considered, shall be distributed to the members and continuously posted at the designated location on the Condominium Property not less than 14 continuous days prior to the meeting. The notice shall state the nature, estimated cost, and description of each purpose to be funded by any special assessment. Notwithstanding the foregoing, written notice of any meeting of the Board at which nonemergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed or approved, shall be mailed, delivered or electronically transmitted to all Unit Owners and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. Evidence of compliance with this fourteen (14) continuous day notice shall be made by an affidavit executed by the person providing the notice Secretary of the Association and filed among the official records of the Association. In-lieu-of

~~or in addition to the physical posting of notice of any meeting of the Board on the Condominium Property, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association, if any. However, if broadcast notice is used in lieu of a notice posted physically on the Condominium Property, the notice and agenda must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.~~

(f) Special meetings of the Directors may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors or where required by the Act.

(g) A Director or member of a Committee of the Board of Directors may submit in writing his or her agreement or disagreement with any action taken at a meeting that the board member or committee member did not attend, but the agreement or disagreement may not be used as a vote for or against the action taken and may not be used for purposes of creating a quorum.

14. ~~Rules and Regulations. Attached hereto as Schedule "A" and made a part hereof are initial rules and regulations concerning the use of portions of the Condominium and Association Property. The Board of Directors may, from time to time, modify, amend or add to such rules and regulations governing the use of Units, Common Elements, Association Property, and the operation of the Association. However, any Board-promulgated rule and regulation may be rescinded or amended upon the vote of not less than two-thirds of the voting interests of those members participating at a duly noticed and convened membership meeting, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units may overrule the Board with respect to any such modification, amendments or additions. Copies of such modified, amended, or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.~~

In witness whereof, Vintage Grand Condominium Association, Inc., has caused this Certificate to be executed in its name this \_\_\_ day of February, 2022.

Witness Signature  
Glenn Aitelli  
Printed Name of Witness  
~~Nancy Webber~~ Bill Mont  
Printed Name of Witness  
[Signature]  
Witness Signature

Vintage Grand Condominium Association, Inc.  
[Signature]  
By: David Carter, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 4<sup>th</sup> day of February, 2022, 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.

Nancy Webber  
Notary Public

