

Prepared by and returned to:

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**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED  
DECLARATIONS OF CONDOMINIUM  
OF**

**GLEN OAKS RIDGE CONDOMINIUM VILLAS, SECTION ONE  
GLEN OAKS RIDGE CONDOMINIUM VILLAS, SECTION TWO**

**AMENDED AND RESTATED BYLAWS  
AND**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION  
OF**

**GLEN OAKS RIDGE OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section One, Amended and Restated Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section Two, Amended and Restated Bylaws and Amended and Restated Articles of Incorporation for Glen Oaks Ridge Owners Association, Inc. were duly adopted by the Association membership on the 22nd day of August 2016. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section One is recorded at O.R. Book 979, Page 1209 *et seq.*, of the Public Records of Sarasota County, Florida. The Amended and Restated Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section One is recorded at Instrument #2003139183, of the Public Records of Sarasota County, Florida.

The original Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section Two is recorded at O.R. Book 1015, Page 1524 *et seq.*, of the Public Records of Sarasota County, Florida. The Amended and Restated Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section Two is recorded at Instrument #2003139221, of the Public Records of Sarasota County, Florida.

The Amended and Restated Bylaws and Amended and Restated Articles of Incorporation are exhibits to the Amended and Restated Declaration of Condominium of Glen Oaks Ridge

Condominium Villas, Section One and the Amended and Restated Declaration of Condominium of Glen Oaks Ridge Condominium Villas, Section Two.

Additions indicated by underlining.  
Deletions indicated by strike-through.

**Amendment 1: Article II, Section Q, of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

Q. "Limited Common Elements" shall mean those Common Elements, which are reserved for the use of certain condominium Unit or Units to the exclusion of other Units, as specified in this Declaration and exhibits hereto. Lands and foundations under each Unit are Limited Common Elements, limited to the exclusive use of the respective Unit located thereon. Driveways, which exclusively serve a given Unit, are also Limited Common Elements.

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**Amendment 2: Article XI, Section B of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

**B. Coverage.**

1. Casualty. The Association shall obtain and maintain flood, fire and extended all-risk insurance coverage (subject to standard exclusions) with a responsible insurance company, or through alternate sources as may be reasonably available, upon all of the insurable improvements of the entire Condominium, including Association Property, for the full replacement or insurable value thereof, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available at a reasonable cost given the extent of the coverage, provided such coverage shall always meet the minimum of adequate coverage required by Section 718.111(11), Florida Statutes. The Association may, but is not required to obtain and maintain flood insurance, for replacement value, less a commercially reasonable deductible as determined by the Board. The Association shall hold the original policy of insurance, and Institutional Lenders shall be furnished, upon written request, mortgage endorsements covering their respective interests. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings; and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built-in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy, including upgraded appliances, upgraded carpeting, painting, wallpaper, alterations and additions. The Unit Owners shall also be responsible to insure any portion of the Condominium Property that may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes. Each Unit Owner shall carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he or she bears



financial responsibility for any damage to his or her property and liability to others that would otherwise be covered by such insurance.

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**Amendment 3: Article XII, Section D of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

D. No Unit shall be occupied by children under the age of ~~sixteen~~ eighteen (16 18) years except where such children are house guests or visitors as defined in rules and regulations adopted by the Board of Directors of the Association, unless a hardship exception is granted by the Board, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Units in the Condominium community having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the Units shall at all times have at least one resident fifty-five (55) years of age or older.

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**Amendment 4: Article XII, Section E of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

~~E. A unit Owner may keep small domestic pets, such as a dog or cat, subject to and in accordance with rules and regulations adopted from time to time by the Board of Directors. The rules and regulations adopted by the Board of Directors may restrict or limit the size of permitted pets, limit the number of pets, the breed of animals, prohibit exotic animals, and otherwise govern the keeping of pets as long as not inconsistent with the provisions hereof. No pet shall be permitted to become a nuisance to Unit Owners or occupants of Units and all pets are subject to removal from the Condominium at the discretion of the Board of Directors. The ability to keep such a pet is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet that becomes a source of annoyance to other residents. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Pet owners are responsible for the prompt removal and proper disposal of all excrement from all areas. No dog shall be of a dangerous breed or disposition. No domestic birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit. Tenants shall not be allowed to bring or maintain pets in a unit or anywhere on condominium property. A guest of a unit owner may bring a pet onto condominium property if the pet and the handling of the pet are in compliance with all applicable rules and regulations, and the provisions of this paragraph. The feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station, is prohibited. A Unit may have up to two (2) domesticated animals (dogs or cats) subject to and in accordance with rules and regulations adopted from time to time by the Board of Directors. Such rules and regulations may restrict or limit the size of permitted pets and otherwise govern the keeping of pets as long as not inconsistent with the provisions hereof. No pet shall be permitted to become a nuisance or to behave in an aggressive manner, and all pets are subject to removal from the Condominium at the discretion of the Board of Directors. Violators may be reported to the County Animal Control Department. All pets must be attended by an adult and be on a leash no longer than six (6) feet when outside of the Unit. Pet owners are~~



responsible for the prompt removal and proper disposal of all excrement from all areas. A Guest of an Owner may bring a pet onto the Condominium Property if the pet and the handling of the pet are in compliance with the rules and regulations. The feeding of wild birds, raccoons, or other wild animals is prohibited. Tenants may keep pets according to the same rules and regulations as Owners, subject to owner approval. All state and local statutes regarding pets must be obeyed. Pets are not permitted in the clubhouse, on the pool deck, or in the recreation areas. The ability to keep a pet is a privilege, not a right.

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**Amendment 5: Article XII, Section I of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

- I. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association. Certain television, satellite or other antenna systems may be erected or installed within a Unit subject to compliance with the following requirements:
  1. Permitted antennas include (collectively hereinafter referred to as "antennas"):
    - a. Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
    - b. Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.
  2. Location of Antennas. To the extent feasible, all antennas must be placed in locations ~~that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors may promulgate rules and policies on suitable locations for each Unit and its appurtenances and the method of attachment to the Building to protect the structural and weatherproofing integrity of the building~~ keyholes, on a pole to allow good reception, subject to prior written approval by the Board. All related wires must be buried twelve (12) inches underground. (the rest of the Section to remain unchanged)

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**Amendment 6: Article XII, Section J of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

J. (Intentionally left blank) ~~No clothes lines, hangers, or drying facilities shall be permitted or maintained at any time on the exterior of any Unit or in or on any part of the Common Elements. No clothes, rugs, drapes, spreads, or household articles or goods of any sort shall be dried, aired, beaten, cleaned, or dusted by hanging or extending the same from any window, door, atrium or carport.~~

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**Amendment 7: Article XII, Section L of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

~~L. (Intentionally left blank) No electric machine or apparatus of any sort shall be used or maintained in any Unit, which causes interference with the television reception in any other units.~~

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**Amendment 8: Article XII, Section O of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

~~O. No Unit Owner, their guests, licensees, invitees or assigns shall keep or park on the Common Elements, Limited Common Elements, streets or carports any trailer, camper, boat, truck, recreational vehicle, or commercially licensed vehicle except for the time necessary to load or unload such vehicle or for a visitation of no longer than 24 hours, once within any seven-day period. Only customary private passenger licensed vehicles shall be permitted to park in the guest parking areas, the carports, and on the driveways. Passenger licensed vans without commercial signs may park in the carports only. At no time shall any vehicle be parked on the grass areas of the Common Elements, or on the streets. Service vehicles and delivery trucks shall be permitted to park only for the time required to accomplish their business.~~

Each Unit is allowed passenger vehicles totaling the number of its permanent Occupants plus one. Unit residents may park in the carport, driveway, or in the overflow parking areas. Trailers, campers, semis, boats, and commercial or construction vehicles are prohibited to park on the premises for more than 24 hours. No parking is permitted on the grass or on the streets. Temporary standing to unload a vehicle is allowed. Violators will be towed according to posted signs. Motorcycles, scooters, and golf-carts are allowed and count toward the vehicle number limit. All vehicles permitted under the American Disabilities Act are permitted. The carport and driveway of each Unit are for the sole use of the Owners/tenants of the Unit, unless otherwise authorized by that Unit's Owner. The Board of Directors shall have the right to adopt Rules and Resolutions further clarifying this restriction and the definition of the terms referenced herein.

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**Amendment 9: Article XII, Section P of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

P. Inasmuch as Glen Oaks Ridge was designed and intended to provide housing for residents who are fifty-five (55) years of age or older, at least one person 55 years of age or older must be a permanent occupant of each Unit while any person occupies said Unit. Persons under the age of 55 may occupy and reside in a Unit as long as there is at least one other permanent occupant who is age 55 or older. Notwithstanding same, the Board, in its sole discretion, shall have the right to establish hardship exceptions to permit individuals between the ages of ~~sixteen-eighteen~~ (16 18) and fifty-five (55) to permanently reside in the community, providing that said exceptions shall not be permitted in situations where the granting a an ~~hardship~~ exception would result in less than 80% of the Units in the Condominium community having less than one



resident fifty-five (55) years of age or older, it being the intent that at least 80% of the Units shall at all times have at least one resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a Unit by any person(s) who would thereby create a violation of the aforesated percentages of occupancy. Permanent occupancy or residency shall be further defined in the Rules and Regulations of the Association as may promulgated by the Board. This restriction on occupancy by persons less than 55 years of age shall not apply to any persons permanently occupying a Unit as of September 12, 1988.

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**Amendment 10: Article XIII, Section C of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

C. Term Of Lease And Frequency Of Leasing. The minimum lease term is thirty (30) consecutive days, and no Unit may be leased more than two (2) times in a calendar year, with the commencement date of the lease determining the year in which the lease is made. No lease may begin sooner than thirty (30) days after the commencement of the last lease. No subleasing or assignment of lease rights by lessee is allowed.

1. Units acquired after the effective date of this amendment, which shall be the date the amendment is recorded in the public records, shall not be rented or leased for a period of twelve (12) months following the acquisition of the Unit. The date of acquisition of a Unit shall be established by the date of recordation of the deed or other instrument of conveyance in the Public Records of Sarasota County, Florida. This restriction contained within this subparagraph is not applicable to Units owned by the Association.

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**Amendment 11: Article XIII, Section D of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

D. Occupancy During Lease Term. The total number of permanent occupants of a leased Unit is limited to two persons per bedroom. Pets are permitted with the Owner's permission. Any person staying overnight more than fourteen (14) days shall be considered a permanent occupant. No pets are permitted. Guests of lessees must be registered with the Association. The maximum stay for guests of lessees is 14 thirty (30) days in a six (6) month period. Guests of lessees may not use the Unit except when the lessee is also in residence.

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**Amendment 12: Article XIII, Section E of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

E. Disapproval of Leasing. If the Association, through the Board of Directors, disapproves a proposed lease or renewal, the Unit Owner shall receive a statement indicating the reason for the disapproval, and the lease shall not be made or renewed. Any lease made in violation of this Declaration shall be voidable and the Association may institute suit to evict the tenant. The Association shall neither have a duty to provide an alternate tenant nor shall it assume any responsibility for the denial of a lease application if a denial is based upon any of the following factors: (the rest of the Section to remain unchanged).

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**Amendment 13: Article XIII, Section F of the Amended and Restated Declaration of Condominium for Section One and Section Two:**

F. Approval of Sale or Transfer of Unit. The approval of the Association, through the Board of Directors, that is required for the transfer of ownership of Units shall be obtained in the following manner: A Unit Owner intending to make a sale of the Unit or any interest therein shall give to the Association notice of such intention, on forms prescribed by the Board if desired by the Board, and such other information concerning the intended sale and purchase as the Association may reasonably require, and shall be accompanied by a copy of the proposed contract of sale signed by the proposed purchaser. The prospective purchaser shall make himself or herself available for a personal interview, ~~if desired, by the Board, prior to approval of such sale.~~ The interview may be conducted over the telephone ~~if it would be inconvenient for the applicant to appear for a personal interview.~~ Within thirty (30) days after receipt of such fully completed notice and information, and the holding of a personal interview, whichever date last occurs, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by an Association officer or its agent, ~~in recordable form.~~ Failure of the Association to respond within the thirty-day period shall constitute approval.

**Amendment 14: Article VII of the Amended and Restated Articles of Incorporation for Glen Oaks Ridge Owners Association, Inc.:**

**REGISTERED OFFICE AND REGISTERED AGENT**

The registered office of the Association shall be ~~1877 Northgate Boulevard, Suite 2 4370 S. Tamiami Trail, Suite 102, Sarasota, Florida 34234~~ 34231 and the registered agent at such address shall be ~~Premium Resource Management, Inc. Casey Management.~~ The Board of Directors may change the registered agent and office at any time in accordance with legal requirements then in effect.

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**Amendment 15: Section 5.6 of the Amended and Restated Bylaws for Glen Oaks Ridge Owners Association, Inc.:**

Organizational Meeting. The organizational meeting of directors shall be held within ten (10) days of the election at such place and time as shall be fixed by the directors. Notice of the organizational meeting shall be posted at the designated location on the Condominium property at least 48 continuous hours in advance of the meeting. Within five (5) days of the organizational meeting, if possible, the outgoing Director will meet the corresponding incoming Director to turn over any relevant documents regarding Association and/or committee business and comply with any applicable requirements contained within the Florida Condominium Act, as amended.

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**Amendment 16: Section 5.17 of the Amended and Restated Bylaws for Glen Oaks Ridge Owners Association, Inc.:**

Other Committees. The Board of Directors may by resolution create other committees and may invest in such committees such powers and responsibilities as the Board shall deem advisable. The Board may authorize the President to appoint committee members, and designate the chairpersons of each committee. No director shall be appointed to be a member on another director's committee. (The rest of the Section to remain unchanged.)

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GLEN OAK RIDGE OWNERS ASSOCIATION,  
INC.

By: *William Russell*  
William Russell, President

Attest: *Linda Pursley*  
Linda Pursley, Secretary

*Cathryn M. Russell*  
Witness Signature

Cathryn M. Russell  
Printed Name

*Charlotte Dart*  
Witness Signature

CHARLOTTE DART  
Printed Name

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of September, 2016 by William Russell, as President and Linda Pursley as Secretary of Glen Oaks Ridge Owners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FLORIDA DRIVERS LICENSE as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Notary Public *Elizabeth Gaines*  
Printed Name ELIZABETH GAINES  
State of Florida  
My Commission Expires 10/23/2018

ACTIVE: 8920793\_1