

6/3/2021 3:51 PM

KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2688961

This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
SANDY COVE 2**

WHEREAS, the Declaration of Condominium of Sandy Cove 2 (the "Original Declaration") was recorded in Official Record Book 981, Pages 727 et seq., in the Public Records of Sarasota County, Florida , and

WHEREAS, the Amended and Restated Declaration of Condominium of Sandy Cove 2 (the "Declaration" or "Amended and Restated Declaration") was recorded as Instrument #2018031091 in the Public Records of Sarasota County, Florida , and

WHEREAS, the owners, as members of the Sandy Cove 2 Association, Inc. (the "Association"), have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend Section 10.6 of the Declaration set forth below:

(underlined words indicate additions to the text of Section 5.13)

10.6 Leasing. After approval by the Association elsewhere required, entire Units may be rented, provided the occupancy is only by the lessee or his family, and guests. No room may be rented except as a part of a Unit or to another Unit Owner, and no transient tenants may be accommodated. All leases must have a minimum lease term of thirty (30) days, and no unit may be leased more than three (3) times in a twelve (12) month period.

(a) **Waiting Period for Leasing.** Unless otherwise provided herein, for Units that are purchased or transferred after the effective date of this provision, through sale, gift, inheritance, or any other voluntary or involuntary transfer, no such Unit is permitted to be leased until two (2) years after the date of purchase or transfer. In the event that a transfer occurs while a Unit is leased, the lease in effect at the time of the transfer shall remain in effect, but no new tenants shall be permitted until the two-year waiting period has expired. Any guest, other than a member of the owner's immediate family, that occupies a unit for more than thirty (30) days within a twelve month period, shall be deemed a tenant and subject to the occupancy restrictions of this waiting period. Notwithstanding any provision to the contrary, this two-year waiting period does not apply to any Unit obtained by the Association through Association lien foreclosure or deed in lieu of foreclosure.

CERTIFICATE OF AMENDMENT

The undersigned officer of Sandy Cove 2 Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the Association pursuant to Article 14 of the Declaration. The undersigned further certifies that this amendment was adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 1st day of June, 2021.

Witnesses to President's signature

Signed: Rebecca J. Vert
Print Name: Rebecca J. Vert

Signed: Sungmin Ro
Print Name: Sungmin Ro

SANDY COVE 2 ASSOCIATION, INC.
Signed by: [Signature]
Print Name: WAYNE E. VERT
As President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this this 1 day of June, 2021, by Wayne E Vert, as President of Sandy Cove 2 Association, Inc.

He or She is personally known to me or has produced _____ as proof of identification

My Commission Expires: _____

[Signature]
Notary Public, State of Florida
Print Name: Cathy McMullen
Date: _____

