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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3170345

This instrument prepared by:
Stephen W. Thompson, Esq.
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1401 8th Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF OAKHURST, A CONDOMINIUM**

WHEREAS, the Amended and Restated Declaration of Condominium of Oakhurst, a Condominium (the "Declaration") was recorded as Instrument #2020029252 in the Public Records of Sarasota County, Florida, and

WHEREAS, the owners in the community, as members of the Oakhurst Condominium Association, Inc. (the "Association"), have found it necessary to amend the Declaration, and

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

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

Article VIII. Maintenance, Repair, Replacement, and Alteration

Section 8.1 of the Declaration is amended as follows:

(b) ALTERATION. No owner shall paint any exterior wall, door, window, lanai, that has not been enclosed by an owner, or any exterior surface, nor plant any plantings, nor erect any exterior lights, within the common elements, nor make any structural additions or alterations to any unit or to the common elements, without the prior written consent of the Board of Directors. Notwithstanding any provision to the contrary, if a lanai has been enclosed by an owner, the owner may paint the lanai walls, floor, or ceiling without Board approval. The Board shall have the authority to adopt policies, procedures, and standards for unit owners to apply to obtain advance written approval for proposed changes in accordance with approved standards. No change shall be made until the advance written approval of the Board is obtained in accordance with such procedures. All changes must comply with any procedures, standards, and conditions imposed by the Board.

(i) The landing area outside the lanai exit door may be enhanced using pavers or bricks to create a dry and sturdy location upon which one can safely exit the lanai. The landing must be at least as wide as the door and extended no wider than one (1) foot on each side of the door with a maximum width of (5) feet. The length, measured from the lanai foundation and in the direction of travel, must be no more than (5) feet, however, expanding beyond the planting area is strictly prohibited. The enhanced landing shall not be more than 7 ¾" below the top of the threshold and the slope shall not exceed 2% while providing drainage away from the lanai. The material used will be consistent and it must have the appearance of being professionally installed and maintenance is the responsibility of the owner.

(ii) A landing area may be created adjacent to the driveway using concrete or concrete pavers to provide a dry and sturdy area for owners to exit their vehicles without having to step on the lawn or into the planting area. Driveway landings shall be no longer than (10) feet, running parallel to the driveway, and no deeper than (2) feet. Only one driveway landing per unit is allowed and it must be on the same side as the entry walkway. It may be acceptable to increase the planting area to accommodate the landing, the material used will be consistent, and it must have the appearance of being professionally installed and maintenance is the responsibility of the owner.

ARTICLE X. RESTRICTION UPON USE

Section 10.1(q) of the Declaration is amended as follows:

(ii) **Renting/Leasing Wait Period.** After the date of the recording of this Amendment, no unit that is sold or transferred may be rented/leased for eighteen (18) months after the recording of the deed in the Sarasota County records. This restriction should not apply to any family member who is deeded or conveyed a unit by their parents who are owners of a unit within this community as of the date of this Amendment. Additionally, this restriction will not apply to the Association in the event the Association finds it necessary to take title to a unit. The Association will be able to rent/lease the unit immediately and will not be required to wait for eighteen (18) months, and the Association will not be restricted by the rental cap.

Section 10.1(t) of the Declaration is amended as follows:

(t) permit any person under eighteen ~~(18)~~ 45 years of age to reside in any unit for longer than thirty (30) days in any calendar year. At least one person 55 years of age or older must be a permanent occupant of each unit while any other person occupies said unit. Persons under the age of 55 may occupy and reside in a unit as long as one of the occupants is age 55 or older. Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit persons of age ~~18~~ 45 or older, and less than 55 years of age, to permanently reside in the community, provided 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 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 55 years of age or older. The Board of Directors shall establish policies and procedures for the purpose of insuring that the foregoing required percentages of adult occupancy 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 aforestated percentages of adult occupancy. Permanent occupancy or residency shall be further defined in the rules and regulations of the Association as promulgated by the board. In the event of any change in occupancy of a unit as a result of a transfer of title, lease, change in marital status, vacancy, change in location of permanent resident or otherwise, the owner shall be required to immediately notify the Board so that the board may update its occupancy records. The owner must also provide any information necessary required by this Board to verify the age of each occupant.

CERTIFICATE OF AMENDMENT

The undersigned officers of the Oakhurst Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the community. 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 9th day of April, 2024.

**OAKHURST CONDOMINIUM
ASSOCIATION, INC.**

Witnesses to President's Signature:

Signed by: Tipton C Randolph
Print Name TIPTON C RANDOLPH, as President

Signed: Jordan Tubbs
Print Name: Jordan Tubbs
Address: 4370 S. Tamiami Trail
Sarasota, FL 34231

ATTEST: Marjorie Phillips
Signed by: Marjorie Phillips
Print Name: MARJORIE PHILLIPS as Secretary

Signed: Taylor Wilson
Print Name: Taylor Wilson
Address: 4370 S. Tamiami Trail
Sarasota, FL 34231

STATE OF FLORIDA
COUNTY OF: Sarasota

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of April, 2024, by Tipton Randolph as President of the Oakhurst Condominium Association, Inc. on behalf of the corporation, and attested to by Marjorie Phillips as Secretary of the corporation. They are personally known to me or have produced a _____ as proof of identification.

Megan A. McLeod
Notary Public, State of Florida

