

Prepared by and return to:
✓ Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (telephone)
(941) 951-1469 (facsimile)



CERTIFICATE OF AMENDMENT

**DECLARATIONS OF EASEMENTS, COVENANTS AND RESTRICTIONS
FOR
GULFVIEW ESTATES, UNIT NO. 1
AND
GULFVIEW ESTATES UNITS NO. 1, PHASE II AND III**

We hereby certify that the attached amendment to the Declarations of Easements, Covenants and Restrictions for Gulfview Estates, Unit No. 1 and Gulfview Estates Unit No. 1, Phase II and III (which Declarations were originally recorded at Official Records Book 1441, Page 1589, et seq., and Official Records Book 2173, Page 262, et seq., both of the Public Records of Sarasota County Florida) was approved by the affirmative vote of the majority of the Owners of each subdivision present in person or by proxy at the properly called Annual Meeting of the Membership of Gulfview Estates Owners Association, Inc. held on December 4, 2019, which is sufficient for adoption under Article V, Section 2 of the Declarations of Easements, Covenants and Restrictions.

DATED this 11 day of DECEMBER, 2019.

Signed, sealed and
delivered in the presence of:

GULFVIEW ESTATES OWNERS
ASSOCIATION, INC.

sign: *Richard Delco*

By: *Richard Delco*
Richard Delco, President

print: RICHARD DELCO

sign: *Rochele Ashley*

print: Rochele Ashley

sign: *Bonnie McGuigan*

Attest: *Bonnie McGuigan*
Bonnie McGuigan, Secretary

print: BONNIE MCGUIGAN

sign: *Rochele Ashley*

print: Rochele Ashley

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of December, 2019, by Richard Delco as President of Gulfview Estates Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign
print

Irene A. Carruolo

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 14th day of December, 2019, by Bonnie McGuigan as Secretary of Gulfview Estates Owners Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign
print

Irene A. Carruolo

State of Florida at Large (Seal)

My Commission expires:



AMENDMENT

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR GULFVIEW ESTATES, UNIT NO. 1 AND GULFVIEW ESTATES UNIT NO. 1, PHASE II and III

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE III Use Restrictions

The use of the properties located in these subdivisions shall be in accordance with the following provisions.

12. Lease/Rental. Lot Owners who choose to lease/rent their property shall not, in any manner, be relieved of their responsibility to conform to the requirements of these easements, covenants and restrictions as set forth herein. It shall also be the responsibility of the Owners to keep their tenants so informed and to maintain compliance with these restrictions. Dwellings may be leased or occupied only in their entireties, and not fraction or portion may be leased. Individual rooms of a dwelling may not be leased on any basis. No transient tenants may be accommodated in a dwelling.

(a) All leases or occupancy agreements of dwellings (collectively, "Lease Agreements") are subject to the following provisions.

(iii) The Owner shall pay the lease application fee prescribed by the Association. The initial non-refundable lease application fee shall be one hundred twenty-five dollars (~~\$100.00~~ ~~\$25.00~~) and may be increased from time to time by the Board of Directors.

(iv) The Owner shall provide such information as is necessary for the Association to conduct a criminal and financial background check on each prospective tenant at such Owner's cost and expense and shall provide such other information as to the Association may reasonably require. Such information shall be provided directly to the Association manager unless the Board of Directors determines otherwise. In accordance with the pertinent statute, such information obtained by the Association from a criminal and financial background check shall not be accessible to Lot Owners through an official records request.

(v) No dwelling may be rented or leased more than one (1) time in any 12 month period without prior Board approval. A rented or leased dwelling must be inspected at least one (1) time per month by: the Lot Owner; a real estate agent licensed in Florida; or other competent, responsible person. The Lot Owner shall continue to be responsible to maintain the Lot and dwelling.