

AMENDMENT

DECLARATION OF CONDOMINIUM OF HEROMERE, a condominium

(Additions are indicated by underline, deletions by ~~strikeout~~)

Paragraph 10.  
Maintenance, Repair and Replacement.

10 (b) (8) Glass or screened surfaces of windows, ~~wood louvers,~~  
exterior doors, porches, or lanais, provided that any replacement  
or modification of same must be approved in advance by the  
Association or by the Developer so long as it is managing the  
affairs of the Association.

10 (b) (9) The maintenance repair and replacement of the  
operating mechanism of the exterior window louvers shall be a unit  
owner expense and not an Association expense, however, the exterior  
wooden slats for the louvers shall be a common element maintained  
by the Association.

RECORDED IN OFFICIAL  
RECORDS  
93 APR -3 PM 4:46  
COUNTY COURT  
DADE COUNTY, FL

HEROMERE II

96038273

OFFICIAL RECORDS  
BOOK 2837 PAGE 2038

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF CONDOMINIUM OF  
HERONMERE, a condominium**

We hereby certify that the attached amendment to the Declaration of Condominium of Heronmere, a condominium (originally recorded at Official Records Book 1298, Page 1223 of the Public Records of Sarasota County, Florida) was duly adopted at a special meeting of the association held March 26, 1996 by the affirmative vote of not less than sixty-six and two thirds (66 2/3%) percent of the entire membership of the Board of Directors and by not less than fifty-one (51%) percent of the votes of the members in accordance with paragraph 18 of the Declaration of Condominium.

Dated this 26 day of March, 1996.

Witnesses:

Heronmere Condominium  
Association, Inc.

[Signature]  
[Signature]

[Signature]  
By: Al Hesse, President

STATE OF:  
COUNTY OF:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March 1996 by Al Hesse as the President of Heronmere Condominium Association, Inc., who is personally known to me or who has produced PERSONALLY KNOWN as identification and who did (did not) take an oath.



RUTH E. HANSON  
My Commission CC#62806  
Expires Apr 13, 1999  
Elected by ANS  
800-852-6878

[Signature]  
Notary Public  
Print Name Ruth E. Hanson  
My Commission Expires: 4/13/99

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

Please Return To: Nick Rohnich, III, Esq.  
1819 Main Street, Ste. 610  
Sarasota, FL 34233

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Attest:

Clarefoot Ant Feet  
E. Richardson

Heronmere Condominium  
Association, Inc.

Ken Klemmer  
By: Ken Klemmer, Secretary

STATE OF:  
COUNTY OF:

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of March, 1996 by Ken Klemmer as the Secretary of Heronmere Condominium Association, Inc., who is personally known to me or who has produced PERSONALLY KNOWN as identification and who did (did not) take an oath.

Ruth E. Hanson  
Notary Public  
Print Name Ruth E. Hanson  
My Commission Expires: 4/13/99



RUTH E HANSON  
My Commission OC48290E  
Expires Apr 13, 1999  
Bonded by ANB  
900-850-0678

RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purposes may be unsatisfactory in this document when received.

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CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

OF

HERONMERE

A CONDOMINIUM

\* \* \* \* \*

KNOW ALL MEN BY THESE PRESENTS: That in accordance with the provisions of Paragraph "18" of the Declaration of Condominium of Heronmere, recorded in Official Records Book 1298 at Page 1223, Public Records of Sarasota County, Florida, by a vote of not less than 66-2/3 percent of the Board of Directors and by not less than a vote of 51% of the membership of the condominium association, the unit owners of Heronmere have voted to amend said Declaration of Condominium in the following respects:

I. Amendments to Declaration

1. The second full sentence of Paragraph 5 ("Parking Spaces") is hereby deleted and the following is inserted in place thereof:

"From and after the recording of such designation with respect to any condominium unit, such parking space or spaces shall constitute a limited common element to the unit to which they are appurtenant and may not thereafter be removed as a limited common element appurtenant to said unit to which they are appurtenant except to allow record owners of designated parking spaces to exchange those spaces, together with any permanently attached carport structures, by means of an instrument executed with the formalities of a deed in recordable form, describing the parking spaces so exchanged by their assigned numbers. Such instrument shall be recorded in the public records of Sarasota County, Florida."

2. Sub-paragraph (1) of paragraph 9(a) ("Specific Use Restrictions") is hereby amended by adding the following new material:

"The term 'single family' shall mean one or more persons related by legal adoption, blood or marriage or not more than two unrelated persons who regularly reside together in the same household as a family unit with one person recognized as the head of household."

This Instrument Was Prepared By  
[Signature] Attorney  
2000 Main Street  
Sarasota, Fla. 33577

REC 1434 1607

3. The first sentence of the second full paragraph of Paragraph 13 ("Maintenance of Community Interests") is hereby deleted and the following is inserted in place thereof:

"It shall be necessary for the Board of Directors of the Association, or its duly authorized officers, agent or committee to approve in writing all sales or transfers of title, leases and occupancies of a unit before such sale or transfer, lease or occupancy shall be valid and effective."

(new material is underlined)

4. The following material is hereby added as a new Paragraph "24":

"24. Binding Effect. All provisions of the Declaration of Condominium shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the Declaration is duly revoked and terminated. Any gender used herein shall include all genders and legal entities, and the singular shall include the plural."

#### II. Amendment to By-Laws

Article 2.3 of the By-Laws is hereby deleted and the following new material is hereby inserted in place thereof:

"2.3 Notice of all members' meetings stating the time and place and the object for which the meeting is called shall be given by the President or Vice-President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) nor more than forty-five (45) days prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings. Notice of meetings shall be posted conspicuously on the condominium property not later than fourteen (14) days in advance of such meeting for the members' attention."

The adoption of the foregoing Amendments to the Declaration of Condominium and By-Laws of Heronmere Condominium appear in the Minutes of the Annual Meeting of unit owners of Heronmere Condominium Association, Inc., held January 13, 1981, and are unrevoked.

REC 1434 RE 1608

IN WITNESS WHEREOF, this Certificate of Amendment was  
duly executed by the undersigned Officers of Heronmere Condominium  
Association, Inc. this 31 day of March, 1981.

Attest: *[Signature]* SECRETARY OF HERONMERE CONDOMINIUM ASSOCIATION, INC.

*[Signature]*  
Secretary

By *[Signature]*  
President

STATE OF FLORIDA )

COUNTY OF SARASOTA )

I HEREBY CERTIFY that on this day, before me, an officer  
duly authorized in the State and County aforesaid to take acknow-  
ledgments, personally appeared *[Signature]* President, and  
*[Signature]* Secretary, of Heronmere Condominium  
Association, Inc., and that they severally acknowledged executing  
the foregoing Certificate under authority duly vested in them by  
said Corporation.

WITNESS my hand and official seal in the County and  
State last aforesaid this 31 day of March, 1981.

*[Signature]*  
Notary Public

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Sept. 13, 1982  
Bonded By American Surety & Guaranty Company

APR 13 11 24 AM '81

FILED AND RECORDED  
R.H. HACKETT JR. CLERK  
SARASOTA, FLA.

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