

Condominium, Homeowner
and Cooperative Association

Kevin T. Wells, Esq.*
Paul E. Olah, Jr., Esq.**
Michael W. Cochran, Esq.



Civil Litigation
Construction Litigation

Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.
Michael P. Wallach, Esq.
Thomas A. Marino II, Esq.

March 16, 2022

Island Court Venice Condominium Association, Inc.
c/o Ms. Tricia Gwinn, Manager
Lighthouse Property Management, Inc.
530 US Hwy 41 Bypass S, #18B
Venice, FL 34285

Re: Recorded Certificate of Amendment

Dear Tricia:

Enclosed is the original Sixth Amendment to the Declaration of Condominium which was recorded at Official Records Instrument #2022041701 in the Public Records of Sarasota County, Florida, on March 11, 2022.

Please maintain these documents as part of the official records of the Association. The Association may wish to provide a copy of the documents to the owners for their records and information, but is not legally required to do so.

If you or another Association representative has a question or comment concerning this or any other matter, please let me know.

Very truly yours,

LAW OFFICES OF WELLS | OLAH | COCHRAN, P.A.

Michael W. Cochran, Esq.
mcochran@kevinwells.com

MWC/enl
Enclosure

Prepared by and Return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Road, Bldg. B
Sarasota, Florida 34237
(941) 366-9191 (Telephone)

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2022041701 4 Pg(S)
March 11, 2022 10:05:50 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**SIXTH AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF ISLAND COURT VENICE, A CONDOMINIUM**

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

THIS AMENDMENT TO THE DECLARATION of Condominium of ISLAND COURT VENICE, a Condominium, is made the 19 day of January 2022, by ISLAND COURT VENICE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereinafter referred to as "Association".

Witnesseth:

WHEREAS, the Declaration of Condominium of ISLAND COURT VENICE, a Condominium, dated July 9, 2015, and recorded at Instrument #2015085605, of the Public Records of Sarasota County, Florida, with recorded amendments at Instruments #2105085606, #2016044244, #2017060750, #2017074504, and 2020106710 of the Public Records of Sarasota County, Florida; and

NOW THEREFORE, this Sixth Amendment the Declaration of Condominium of Island Court Venice, a Condominium hereby serves to effectively revise and amend sections 8.2 and 8.3 of the Declaration of Condominium as follows:

ARTICLE 8

Maintenance, Repair, Replacement; Additions, Alterations and Improvements

...

8.2 Maintenance, Repair and Replacement by the Association. The Association shall maintain, repair and replace, as part of the Association's Common Expenses:

...

(g) All sub water meters located on the Units.

8.3 Maintenance, Repair and Replacement by the Unit Owner. The obligation and responsibility of each Unit Owner for maintenance, repairs and replacement, at the Unit Owner's sole cost and expense, shall be as follows:

(a) To maintain, repair and replace, all portions of the Unit (except the portions specifically required to be maintained, repaired and replaced by the Association), including, but not limited to improvements; all

landscaping and plantings located within a Unit pursuant to the approval of the Board; and exterior lighting. In the event an owner fails to properly maintain and repair the Unit or fulfill the obligations under this Article, the Association, at the direction of the Board of Directors, may make such repairs as the Board may deem necessary and the cost thereof shall be recovered from such defaulting Unit Owner. The Association shall be entitled in any action for collection from such Unit Owner to recover the cost of any repairs it shall make, plus interest at the highest lawful rate per annum and reasonable attorneys' fees incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners.

(i) No Unit owner may make or permit the replacement of the air conditioning unit located on the Building roof without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed process or method for replacing the air conditioning unit would likely adversely affect the roof of the Building or any other Condominium Property in part or whole. The Board may condition approval on criteria as it deems reasonable including but not limited to:

1. Use of licensed and insured contractors;
2. Right (but not duty) of oversight by the Association or its agent;
3. The Unit owner submitting plans as to the scope of the contemplated replacement;
4. Restrictions as to hours of work;
5. Restrictions regarding equipment that may be parked or stored on or near the any Condominium Property.

The Unit owner agrees to be financially responsible for any damages caused by any contractor hired by the Unit owner, or sub-contractor hired by the Unit owner's contractor. The Unit owner also agrees to pay defend, indemnify and hold harmless the Association from any and all liability, loss, damage, cost, expense (including all attorney's fees and expenses of the Association), causes of action, demands, suits, judgments, settlements, and claims of loss or damages of any kind, arising from or related to the replacement of the air conditioning unit by the Unit owner.

(b) To maintain, repair and replace:

(i) ~~the Exterior of a Unit (except for the roofs of a structure built on a Unit, the exterior painting of a structure built on a Unit, any seal, stain or colored coating of the exterior front entrance concrete steps of a structure built on a Unit, the exterior hand railings and gates (if any) on the front steps, balcony openings and patio openings of a structure built on a Unit, the exterior lights of a structure built on a Unit, and the landscaping installed on a Unit, all of which the Association is responsible for) and the wiring, electrical outlet(s) serving a Unit, except that timers for the exterior security lights shall be the maintenance responsibility of the Association; and~~

(ii) interior of any storage areas or rooms that are designated as Limited Common Elements for a Unit.

The Association shall have the authority, when the Board of Directors deems it to be necessary in the sole discretion of the Board of Directors, to clean and maintain all exterior surfaces of the structure built on a Unit and the Limited Common Elements located on a Unit. The Association shall

give the Unit Owner reasonable advance notice of such cleaning or maintenance work and opportunity to remedy and cure as appropriate prior to the Association acting. For clarification, this authority to clean or maintain by the Association shall not alter the Unit Owner's responsibility to maintain, repair, replace, or keep clean any structure built on a Unit or the Limited Common Elements located on a Unit in accordance with this Declaration of Condominium. The Association may demand reimbursement from the Unit Owner for costs of such cleaning or maintenance as appropriate.

IN WITNESS WHEREOF, in accordance with the necessary vote of the Members of the Association, the Association has executed this Amendment to the Declaration of Condominium of ISLAND COURT VENICE, a CONDOMINIUM, the day and year first above written.

Signed, sealed and delivered in the presence of:

ISLAND COURT VENICE CONDOMINIUM ASSOCIATION, INC.

Sign: Tricia Guinn

By: Edward Ashway
Edward Ashway, as its President

Print: Tricia Guinn

Sign: Amber CCombe

Print: Amber CCombe

Sign: Lisa M Howell

ATTEST:

By: Lou Ann Fitch
Lou Ann Fitch, as its Treasurer

Print: Lisa M Howell

Sign: Alexandra Pendleton

[Corporate Seal]

Print: Alexandra Pendleton

STATE OF FLORIDA
COUNTY OF SARASOTA

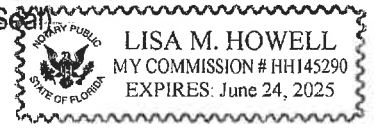
The foregoing instrument was acknowledged before me this 19th day of January, 2022, by Edward Ashway as President of Island Court Venice Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign Lisa M. Howell

Print Lisa M. Howell

State of Florida at Large (Seal)
My Commission expires:



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 19th day of January, 2022, by Lou Ann Fitch as Treasurer of Island Court Venice Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

Sign Lisa M. Howell

Print Lisa M. Howell

State of Florida at Large (Seal)
My Commission expires:

