CENTER GATE ESTATES VILLAGE CONDOMINIUM ASSOCIATION, SECTION III, INC. 5550 BEE RIDGE ROAD, SUITE E-3 SARASOTA, FLORIDA 34233

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CERTIFICATION OF AMENDMENT

The Amendments to the Declaration of Condominium were adopted by the required approval of Association members at the Special Meeting held on February 14, 1995.

(---) indicates deletion and indicates addition)

SECTION X - USE RESTRICTIONS (0) CORRECTION

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

(o) No signs of any type shall be maintained, kept or permitted on any part of the common elements, or in or on any unit except for signs indicating sale of the property: such signs not to be More than (4) four feet square (4) four square feet in accordance with the Declaration of Maintenance Covenants and Restrictions of the Center Gate Maintenance and Property Owners Association. Locations of the signs must be approved by the Board of Directors of the Association.

SECTION X - USE RESTRICTIONS (c)

(c) Each condominium shall be used exclusively as a residential dwelling. and-no-business or trade shall be permitted to be conducted thereon or therein. No condominium unit may be used for doctors, dentists or lawyers offices, for real estate offices, or other professional offices, or any type of office or service facility that will attract clients, customers or visitors which will create vehicular or pedestrian traffic or vehicular parking in excess of that normal to a residential area.

Prepared by:

Chandler I. Childs, Secretary

day of

Note: (c) See page 18 of Declaration of Condominion
(b) See page 19 of DOC

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CENTER GATE ESTATES
VILLAGE CONDO. ASSOC. SECTION III, INC.
5824 Bee Ridge Road, Suite #153
Sarasota, Florida 34233

CORRECTION

CERTIFICATE OF AMENDMENT

The Amendment to the Declaration of Condominium as adopted by the required approval of Association members at the Annual Meeting held on December 13, 1993 is corrected as follows having been recorded in error on January 28, 1994 in Book 2595, Page 617 in the Official Records of Sarasota County, Florida:

X.

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exist:

(q) Boats and canoes are prohibited from parking on any driveway, Common Elements or Limited Common Elements. There shall be no parking of trailers, motor homes, pickup trucks, motorcycles, trucks, vans with commercial language on the exterior, except for the service of a unit or the Association, or dilapidated or junked vehicles shall be parked on any driveway, Common Elements or Limited Common Elements. Parking is prohibited on the street except as required for visitors or service people and never on any grassy or landscaped area. There shall be no more than two (2) motor vehicles per unit.

(The remainder of the Amendments recorded as of January 28, 1994, Book 2595, Page 617 remain unchanged)

Prepared by:

Dated 3/ST day of JULY

. 1994

DEBRA S. ROONEY
MY COMMISSION # CC 332168
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BOOK 2653 PAGE 348

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CENTER GATE ESTATES 54011590

VILLAGE CONDO. ASSOC. SECTION III, INC. 5824 Bee Ridge Road, Suite #153

Sarasota, Florida 34233
AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 13, 1993, the following amendments to the Declaration of Condominium were adopted:

Y

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

- (a) All condominium units shall be and remain of like exterior design, shape, color and appearance as other condominium units of the same class or type. No owner shall alter or modify the size, shape, color or structure of any exterior surface of his unit, including entrance doors, windows, shutters, screens, porches, or balconies, nor plant, replant or replace any trees, bushes or sod, or remove fill dirt, without obtaining written consent of the Board of Directors of the Association.
- (d) No person under 18 years of age shall reside in any condominium unit for longer than thirty (30) days in any calendar year.
- (d) Ownership of Villas shall be by individuals only:
 corporations or other business group; are excluded from
 having a vested interest in any villa.
- No lighting fixture, except for security lighting as approved by the Board of Directors, wires, antennas of any type, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of the building except for structures that form a part of the original structure.

Prepared by:

Chandler L. Childs, Secretary

Dated 25th day of fanuary

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Witness

Note: (a) See page 17
(d) See page 18
(i) See page 18

** OFFICIAL BOOK 2595 RECORDS ...

CENTER GATE ESTATES VILLAGE CONDO. ASSOC. SECTION III, INC. 5824 Bee Ridge Road, Suite #153 Sarasota, Florida 34233

AMENDMENTS TO DECLARATION OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 13, 1993, the following Amendments to the Declaration of Condominium were adopted:

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

- (o) No signs of any type shall be maintained, kept or permitted on any part of the common elements, or in or on any unit except for signs indicating sale of the property; such signs not to be more than (4) four feet square in accordance with the Declaration of Maintenance Covenants and Restrictions of the Center Gate Maintenance and Property Owners Association. Locations of the signs must be approved by the Board of Directors of the Association.
- (q) Boats and canoes are prohibited from parking on any driveway, Common Elements or Limited Common Elements. There shall be no parking of trailers, motor homes, pickup trucks, motorcycles, trucks, vans with commercial language on the exterior, except for the service of a unit or the Association, or dilapidated or junked vehicles shall be parked on any driveway, Common Elements or Limited Common Elements. Parking is prohibited on the street except as required for visitors or service people and never on any grassy or landscaped area.
- (r) Garage doors shall be kept closed except for ingress and egress or as appropriate to the service or the unit.
- Enclosing the screened porch located within the condominium unit is permitted as long as the enclosure is inside screening, which mus; be left in place and based on written request to and approval of the Board of Directors.

Prepared by:

Dated 25-66 day of DEBRAS. ROSNEY MY CCHAISSION # CC 332169 EXPIRES: Havember 23, 1997
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Note: (o) see page 19
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CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III, INC.

> P.O. Box 20694 Sarasota, Florida 34238

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AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 11, 1989, the following Amendment to the Declarations was adopted:

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

(e) No animals of any kind shall be raised, bred or kept in the Common Elements. Any pet causing or creating a mmisance or unreasonable disturbance shall be permanently removed from the Condominium Property upon three (3) days' notice from the Association to the Owner of the Unit containing the pet. Each unit shall be restricted to two (2) pets, limited to dogs, cats or birds. No pet shall exceed thirty (30) pounds. Exceptions will be made in the case of a handicapped person who has a seeing eye or a "hearing" dog. All persons must also comply with all leash laws and all restrictions of Center Cate Maintenance and Property

Owners Association, Inc., regarding pets.

Prepared by:

553 atwood Can Anela

Marguerite Erdos,

Dated 21 day of March

Witness:

NOTARY PUBLIC. STATE OF FLORIDA MY COMMISSION EXPIRES: MAY 7, 1991. BONCED THRU HOTARY PUBLIC UNDERWRITERS

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CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III, INC.

P.O. Box 20694 Sarasota, Florida 34238

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

OR BOOK

By the required approval of Association members at the Annual Meeting held on December 11, 1989, the following Amendments to the Declaration were adopted:

X. USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

- (y) For the purpose of maintaining the aesthetics, safety and peace of the condominum, no gym or swing sets, badminton, croquet, horseshoe, baseball, soccer, football, basketball, volleyball or any other type of game or recreational equipment other than as originally installed by the developer may be placed or used on condominium streets or common elements.
- (z) For the purpose of maintaining the safety and peace of the condominiums, so as to prevent unreasonable hazards and annoyances to the residents, no skateboard, roller skates, wagons, pedal cars, dirt bikes or any other such type of powered or non-powered toy or vehicle, except three (3) wheel pedal cycles and bicycles, may be ridden, driven or parked on condominium streets, walks or common elements.

Prepared by:

Marquente Ordos Marguerite Erdos, Secretary

Dated 21 day of MARCH, 1990

Witness:

ORY FUBLIC. STATE OF FLORIDA CONTROL STATE OF FLORIDA CONTROL STATE OF FLORIDA CONTROL CONTROL

CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III, INC. P.O. Box 20694 Sarasota, Florida 34233

AMENDMENT TO THE DECLARATION OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 11, 1989, the following Amendment to the Declaration was adopted:

X. USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

(aa) No unit may be leased or rented for a term of less than one (1) year and may not be sublet during the term of a lease.

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Prepared by:

Marquer Selos Marguery to Erdos, Secretary

Dated 21 day of March 1990.

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NOTARY TO HIC. STATE OF FLORIDA MY COMMISSION EXPIRES: MAY 7. 1991.

Note: See page 17

Note: Page 4 was Amendment to the By Laws

CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III. INC.

> P.O. Box 20694 Sarasota, Florida 34238

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AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 12, 1988, the following Amendments to the Declarations were adopted:

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

A. DAMAGE TO CONDOMINIUM PROPERTY. If any part of the condominium property shall be damaged by casualty, the condominium property shall be damaged by casualty, determination of whether or not to reconstruct or te air the same shall be made as follows:

Partial Destruction, (which shall be deemed to mean

destruction which does not render one-half (1/2) or more of the units untenantable) shall be reconstructed or remained. 2. Total Destruction, (which shall be deemed to mean destruction which does render one-half (1/2) or more of the units untenantable), shall be reconstructed or repaired unless at a meeting of unit owners to be called within thirty (30) days after the occurrence of the casualty, one hundred percent (100%) of the unit owners vote against such reconstruction or repair. Should 100% of the unit owners vote against such reconstruction or repair, this Declaration and the condominium form of ownership created hereunder shall terminate.

Prepared by:

E. A. Queen, Secretary

3/St day of _

MOTARY PUBLIC STATE OF FLORIDA NY CONNISSION EXP. MAR 19,1990 BORNE THEY TERRAL INS. UND.

CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III, INC. P.O. Box 20664

P.O. Box 20694 Sarasota, Florida 34238 982064

AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 12, 1988, the following Amendment to the Declarations was adopted:

0R B00K

IX. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

- A. DAMAGE TO CONDOMINIUM PROPERTY. If any part of the condominium property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:
- 5. Responsibility for Reconstruction and Repair. The Association shall be responsible for supervising reconstruction and repair after casualty, including casualty damage to units, regardless of the number of units that are involved, as follows:

)00182 PAGE

(Existing paragraphs 6 and 7 are hereby renumbered as (a) and (b) to Section 5)

Witness

Prepared by:

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E. A. Queen, Secretary

lated 35 day of

1989 , 1989

Debsrah F. Puckett

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CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III, INC.

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P.O. Box 20694 Saraseta, Florida 34238

AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 12, 1988, the following Amendment to the Declarations was adopted:

OR BOOK

IX.
RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

B. INSURANCE ADJUSTMENT. Each unit owner shall be deemed to have delegated to the Board of Directors of the Association his or her right to adjust with insurance companies all losses under policies purchased by the Association.

Prepared by:

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EA Com E. A. Queen, Secretary

Dated 31st day of

, 1989

Deborah F. Pickett.

MOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. MAR 19,1000 BONDED THRO SERENAL TYS. 089.

CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III, INC. P.O. Box 20694

Saraeota, Florida 34238

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AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM

By the required approval of Association members at the Arnual meeting held on December 12, 1988, the following Amendment to the Declarations was adopted:

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists:

(v) All children under the age of thirteen (13) years must be accompanied by an adult to any recreational facility.

Prepared by:

E. A. Queen, Secretary

day of

Witness Colla

NOTARY PUBLIC STATE OF FLORIDA MY COMMISSION EXP. MAR 19,1990 BONDED THRU GENERAL INS. UPC.

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CENTER GATE ESTATES VILLAGE CONDOMINIUM SECTION III. INC.

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P.O. Box 20694 Sarasota, Florida 34238

AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM

By the required approval of Association members at the Annual Meeting held on December 12, 1988, the following Amendment to the Declarations was adopted:

MAINTENANCE, ALTERATIONS AND IMPORVEMENTS

A. By the Association. The responsibility of the Association shall be as follows:

> (1) To maintain all exterior portions of a unit, including the exterior walls of the courtyard/patio, and the Association may assess each unit for the cost of maintenance or may include same in the budget of the Association and thereby allocate the cost to all units. The exterior portions of the units are deemed to Include, but not be limited to, the exterior walls of the courtyard/patio area facing the streets or Common Elements.

(2) To maintain, repair and replace all common and limited common elements, except maintenance repair and replacement of the courtyard/pattage area and its interior walls shall be the responsibility of the unit owner having exclusive S use thereof.

(Subparagraphs (3) and (4) remain unchanged 2 By the Unit Owner. The responsibility of the in owner shall be as follows:

> (2) To maintain, repair and replace all portions of the courtyard/patio area serving his unit, except those portions which are to be maintained by the Association.

(All other subparagraphs remain unchanged)

Prepared by:

E. A. Queen, Secretary

Dated 31st day of

Witness Subject & Ruckett

HOTARY PUBLIC STATE OF FLORIDA MY COMMISSION CAP. HAR 19 15-1 BOUNED THRU SERVING 145. M.

Note: (1) See page 8
(2) See page 9
B(2) See page 9

This Instrument Prepared By: Return. John W. Meshad, Esq, P.O. Box 1238 Sarasota, FL 33578

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SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM OF CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION III

The Declaration of Condominium of CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION III, and the Amendment thereto, ("the Condominium Documents") recorded respectively in Official Record Book 1702, Page 1329, and Official Record Book 1721, Page 1026, of the Public Records of Sarasota County, Florida are hereby amended by correcting and changing the name of the Developer from FIRST COMMUNITIES OF SARASOTA, INC., a Plorida corporation to FIRST COMMUNITIES CORPORATION, a Florida corporation and substituting the name FIRST COMMUNITIES CORPORATION, a Florida corporation in place of FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation wherever the name FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation appears in the above referenced Declaration of Condominium Amendment thereto. and Amendment thereto. -1

0 0 Amendment and hereby joins in the dedication of the property w to condominium use, pursuant to the Condominium Documents no

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and its Corporate Seal affixed, this 26th day of February

Signed, sealed and delivered in the presence of:

FIRST COMMUNITIES CORPORATION, a Florida corporation

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared

Jerri L. King, to me well known to be the person described in
and who executed the foregoing instrument as President of FIRST

COMMUNITIES CORPORATION. a Florida corporation. COMMUNITIES CORPORATION, a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation and that the Seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporation authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and Official Seal, at the State and County aforesaid, this ach day of felinary, 1965.

My Commission Expires:

Francise n. Ibloschnot

sister.

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF CENTER GATE ESTATES VILLAGE CONDOMINIUM, SECTION 111

FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation, herein referred to as Developer, does hereby amend Article IX. of the Declaration of Condominium of Center Gate Estates Village Condominium, Section III, recorded in Official Record Book 1702, Page 1329, et seq., Public Records of Sarasota County, Florida, as follows:

IX.

RECONSTRUCTION OR RZPAIR OF CASUALTY DAMAGE.

- A. <u>DAMAGE TO CONDOMINIUM PROPERTY</u>. If any part of the condominium property shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:
 - 1. Partial Destruction (which shall be deemed to mean destruction which does <u>not</u> render one-half (1/2) or more of the units untenantable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair.
 - 2. Total Destruction (which shall be deemed to mean destruction which does render one-half (1/2) or more of the units untenantable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, seventy-five percent (75%) of the unit owners vote in favor of against such reconstruction or repair. Should seventy-five percent (75%) of the unit owners vote against such reconstruction or repair, this Declaration and the condominium form of ownership created hereunder shall terminate.

- 3. Such Reconstruction or repair shall be substantially the same as the original construction.
- 4. Encroachments upon or in favor of units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the unit owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the unit or structures were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the units or structures exist.
- Damage to One Unit. If the damage is only to those parts of one (1) unit for which the responsibility of replacement or repair is that of the unit owner, then the unit owner shall be responsible for supervising reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association as follows:
- Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of reconstructing and repairing, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desire.
- Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any), assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds to pay the estimated costs. If, at any time during reconstruction

Note: 3-5 See page 16 6-7 See page 17

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and repair, or upon completion of reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the unit owners who own the damaged property in sufficient amounts to provide funds for the payment of such costs.

B. <u>INSURANCE ADJUSTMENTS</u>. Each unit owner shall be deemed to have delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one (1) unit.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President and its corporate seal affixed, this <u>qrb</u> day of <u>(latebur)</u>, 1984.

DEVELOPER:

Signed, sealed and delivered in the presence of:

Transper my Back of and

FIRST COMMUNITIES OF SARASOTA, INC. a Florida porporation

(ing President

STATE OF FLORIDA

COUNTY OF SARASOTA

DEFORE ME, the undersigned authority, personally appeared Jerri L. King, to me well known to be the person described in and who executed the foregoing instrument as President of FIRST COMMUNITIES OF SARASOTA, INC., a Florida corporation, and he acknowledged before me that he executed such instrument as such officer of said corporation and that the Seal affixed thereto is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

My Commission Expires

Notary Public Conscient

18 M 3E 8 11 T30

This Instrument Prepared By: John W. Meshad, Esq.

John W. Meshad, Esq. Y14 00 41054848 Syprett, Meshad, Resnick & Lieb, P. AKB170 86 KARADAH HW P.O. Box 1238 030800 8 030800 B 0410848

Sarasota, FL 33578

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