



Prepared by and Return to:
Melissa K. Nelson, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**THIRD AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
SUNRISE POINTE CONDOMINIUM**

THIS AMENDMENT ("Amendment") is made this 6th day of January, 2009, by Lemon Bay Horizons, L.L.C., a Florida limited liability company ("**Developer**").

RECITALS:

- A. Developer has subjected certain property to the condominium form of ownership as more fully described in the Declaration of Condominium of Sunrise Pointe Condominium, recorded in Official Records Book 2718, page 1575, as amended by that Amendment to the Declaration of Condominium of Sunrise Pointe Condominium, recorded on September 22, 2006 in Official Records Book 3041, page 1045, as further amended by that Amendment to the Declaration of Condominium of Sunrise Pointe Condominium, recorded on August 3, 2007 in Official Records Book 3195, page 25, all of the public records of Charlotte County, Florida (collectively referred to herein as "**Declaration**").
- B. The Developer desires to amend the Declaration to add in restrictions on pets, add language regarding leases and to record in the public records the Articles of Incorporation.
- C. Pursuant to Section 13.2 of the Declaration, this Amendment requires the approval of at least seventy-five percent (75%) of the members of the Association, which approval was obtained at a duly called meeting of the members of the Association.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. The following shall be added as Section 10.7.6:

Not more than two (2) pets (which shall be limited to domesticated dog or cat) may be maintained in a Unit provided such pet is: (a) not in excess of forty (40) pounds fully grown; (b) permitted to be so kept by applicable laws and regulations; (c) not left unattended on patio and/or balcony areas; (d) generally, not a nuisance or unreasonable disturbance to residents of other Units or of neighboring buildings; (e) not a pit bull or other breed considered to be dangerous by the Board of Directors; (f) on a leash at all times the pet is on any portion of the Condominium Property (except the Owner's Unit) and (g) not allowed in the exercise room, on the boat docks or in the fenced-in pool area. All pets must be registered with the Association. Each Unit Owner is required to pick up, remove and properly dispose of litter deposited by their pet on the Condominium Property. Each Unit Owner or occupant who owns a pet assumes full liability and responsibility, financial or otherwise, for personal injuries, death or property damage caused by such pet or for any injuries or death of any pet, and each Unit Owner and occupant agree to defend, fully indemnify and hold the Board of Directors, the Developer, each Unit Owner, the Association and their employees or contractors harmless against

any loss, claim or liability of any kind or character whatsoever arising or growing out of the privilege of having a pet at the Condominium. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly cleaned, repaired or replaced, as necessary, by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Tenants may have pets subject to the foregoing restrictions, regulations and rights of the Association.

2. The following shall be added to Section 10.8:

A copy of every lease must be provided to the Association prior to the commencement of the lease. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all exhibits hereto) and with any and all Rules and Regulations adopted by the Association from time to time (before or after the execution of the lease).

The lease of a Unit for a term of six (6) months or less is subject to a tourist development tax assessed pursuant to Section 125.0104, Florida Statutes. A Unit Owner leasing his or her Unit for a term of six (6) months or less agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any and all costs, claims, damages, expenses or liabilities whatsoever, arising out of the failure of such Unit Owner to pay the tourist development tax and/or any other tax or surcharge imposed by the State of Florida with respect to rental payments or other charges under the lease, and such Unit Owner shall be solely responsible for and shall pay to the applicable taxing authority, prior to delinquency, the tourist development tax and/or any other tax or surcharge due with respect to rental payments or other charges under the lease.

3. Exhibit "A-2" referred to in Section 2.9.3 of the Declaration is amended to add the Articles of Incorporation as set forth in Addendum to Exhibit "A-2" attached hereto and made a part hereof. All references to Exhibit "A-2" in the Declaration shall mean and refer to the Exhibit "A-2" contained within the Declaration, as amended, together with the Addendum to Exhibit "A-2" attached hereto and made a part hereof.

4. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

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IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium has been duly executed on this 6th day of January, 2009.

Witnesses:

By: [Signature]
Print Name: Marta Carrillo

By: [Signature]
Print Name: LISA HARVEY

LEMON BAY HORIZONS, L.L.C.,
a Florida limited liability company

By: [Signature]
Print Name: Michael K. Marks
Its: President & Secretary

[Corporate Seal]

STATE OF California
COUNTY OF San Diego

The foregoing instrument was acknowledged before me this 6th day of January, 2009, by Michael K. Marks, the President & Sec. of Lemon Bay Horizons, L.L.C., a Florida limited liability company, on behalf of the limited liability companies. He is X personally known to me or X produced CA driver's license as identification.



[Signature]
Print Name Kristin Johnson
Notary Public State of California
My commission expires: March 11, 2011
Commission Number 1730546
(SEAL)

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
SUNRISE POINTE CONDOMINIUM**

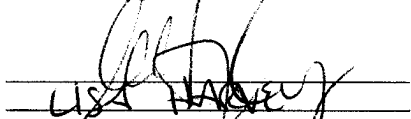
This Certificate of Amendment to the Declaration of Condominium of Sunrise Pointe Condominium ("Declaration"), has been duly executed and is being recorded in the public records of Charlotte County, Florida, to amend the original Declaration.

The Amendment to the Declaration ("Amendment") was approved by the requisite seventy-five percent (75%) of the members of the Sunrise Pointe Condominium Association at a duly called meeting held on December 11, 2008.

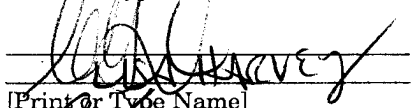
This Certificate of Amendment shall be effective as of the date of recording hereof.

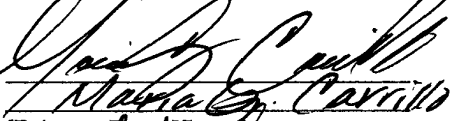
Signed and sealed in the presence of:

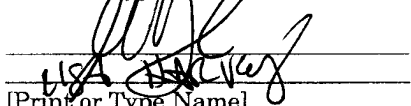

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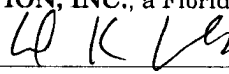

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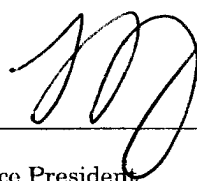

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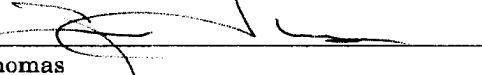

[Print or Type Name]


[Print or Type Name]


[Print or Type Name]

**SUNRISE POINTE CONDOMINIUM
ASSOCIATION, INC.**, a Florida not-for-profit
corporation 
By: _____
Michael Marks
Its: President and Secretary
January 6, 2009

By: 
Louis Alonso
Its: Senior Vice President
January 6, 2009

By: 
Joe Thomas
Its: Senior Vice President
January 6, 2009

The undersigned, Michael Marks, certifies that he is the duly elected or appointed, qualified and acting corporate Secretary of Sunrise Pointe Condominium Association, Inc., a Florida not-for-profit corporation (the "Association"). This Certificate is made and delivered pursuant to Section 13.5 of the Declaration. The undersigned further certifies, on behalf of the Association, that the amendment to the Declaration as noted herein has been duly approved and authorized by the members and by the Board of Directors of the Association.

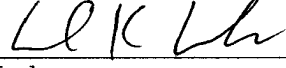
By: 
Michael Marks
Secretary

Exhibit "A-2"

**Articles of Incorporation of
Sunrise Pointe Condominium Association, Inc.**

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**ARTICLES OF INCORPORATION
OF
THE HORIZONS CONDOMINIUM ASSOCIATION, INC.
(A NON-PROFIT FLORIDA CORPORATION)**

ARTICLE I

The name of this corporation is THE HORIZONS CONDOMINIUM ASSOCIATION, INC. (hereinafter the "Association"). The principal address for the office of the Association is 2245 N. Beach Road, Englewood, Florida 34223.

ARTICLE II

The purpose for which this Association is organized is to act as the governing association of the condominiums of The Horizons Condominium, located in Englewood, Florida. The object and purposes for which this Association is established are solely for those exempt purposes as defined in Section 501(c)(3) of the Internal Revenue Code of 1986, and specifically, do not include pecuniary profit, gain, or private advantage for the incorporators, directors, officers, or for the Association.

ARTICLE III

The qualifications of members and the manner of their admission shall be as follows: Any person or persons who hold title in fee simple to a Condominium Unit in the Condominium shall by virtue of such ownership be a member of this Association.

ARTICLE IV

This Association shall exist perpetually. Should the Association be dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

ARTICLE V

The name and address of the incorporator to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Darryl A. Newell	3579 S. Access Road, Suite L Englewood, Florida 34224

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

ARTICLE VI

The affairs of the Association are to be managed initially by a Board of Directors comprised of three (3) individuals who will be elected each year at the annual meeting of the Association as provided for in the By-Laws. At such time as the "developer" has relinquished control of the Association as provided by the Condominium Act, the Board of Directors may be composed of any odd number of Directors not less than three (3) nor more than five (5).

ARTICLE VII

The number of persons constituting the first Board of Directors shall be three (3) and their names and addresses are as follows:

<u>Names</u>	<u>Addresses</u>
Darryl A. Newell	3579 S. Access Road, Suite L Englewood, Florida 34224
Thomas C. Heise	3579 S. Access Road, Suite L Englewood, Florida 34224
Mike Soistman	3579 S. Access Road, Suite L Englewood, Florida 34224

ARTICLE VIII

The names of the officers who are to serve until the first election or appointment under the Articles of Incorporation are:

<u>Names</u>	<u>Title</u>	<u>Addresses</u>
Darryl A. Newell	President	3579 S. Access Road, Suite L Englewood, Florida 34224
Thomas C. Heise	Vice President	3579 S. Access Road, Suite L Englewood, Florida 34224
Thomas C. Heise	Treasurer	3579 S. Access Road, Suite L Englewood, Florida 34224
Darryl A. Newell	Secretary	3579 S. Access Road, Suite L Englewood, Florida 34224

ARTICLE IX

All of the powers and duties of the Association existing under the Articles of Incorporation shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees subject only to the approval by the Unit Owners when such is specifically required. The Board of Directors shall have all the powers contained in the Declaration of Condominium, Bylaws, and as permitted by law, including, but not limited to, the following:

- A. to make and collect Assessments against Unit Owners to defray the costs, expenses and losses of the Association and Association property;
- B. to use the proceeds of Assessments in the exercise of its powers and duties;
- C. the maintenance, repair, replacement, and operation of the Condominium Property;
- D. the reconstruction of improvements after casualty and the further improvement of the Condominium Property;
- E. to make and amend the Rules and Regulations;
- F. to approve or disapprove proposed transactions on behalf of the Association;
- G. to enforce by legal means the provisions of applicable laws, the Declaration of Condominium, these Articles of Incorporation, the Bylaws, and the Rules and Regulations for the use of the Condominium Property and to charge reasonable penalties and fines against Unit Owners for violation of the Declaration of Condominium, these Articles of Incorporation, the Bylaws, and the Rules and Regulations as promulgated by the Board of Directors;
- H. to contract for management of the Condominium;
- I. to pay taxes and assessments which are liens against any part of the Condominium other than individual units and the appurtenances thereto, and to assess the same against the Unit subject to such liens;
- J. to carry insurance for the protection of the Unit Owners and the Association against casualty and liabilities;
- K. to pay the cost of all water, sewer, electricity, telephone, and other utility services rendered to the Condominium and not billed to the Unit Owners;
- L. to employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association;

M. to acquire and to enter into agreements whereby the Association acquires leases, bids, memberships and other possessory or use interest in lands or facilities for the enjoyment, recreation, or other use and benefit of the Unit Owners;

N. to own, hold, lease, mortgage, and convey all kinds of property;

O. to maintain a class action on behalf of the Association and to settle a cause of action on behalf of the Unit Owners with reference to matters of common interest;

P. to operate and maintain the Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas; and

Q. to contract for services to provide for operation and maintenance of the Surface Water Management System Facilities if the Association contemplates employing a maintenance company.

ARTICLE X

The Bylaws of the Association are to be made, altered, or rescinded by a majority vote of the members and Directors of the Association.

ARTICLE XI

Amendments to these Articles of Incorporation may be proposed and adopted as follows:

An Amendment may be proposed by either the Board of Directors or by any Unit Owner and may be considered at any meeting of the Unit Owners, regular or special, or which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed amendment.

The Amendment must be approved by a vote of a majority of the members of the Association.

ARTICLE XII

Each Unit in the Condominium shall have one (1) full vote, which vote shall be cast by a designated Unit Owner as provided for in the Declaration of Condominium.

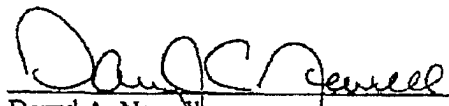
ARTICLE XIII

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation.

ARTICLE XIV

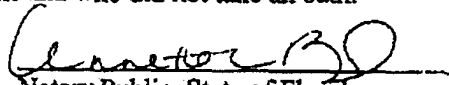
No part of the net earnings of this Association shall inure to the benefit of any member or individual, except through the acquisition, construction, management, maintenance, or care of association property or through the rebate of the excess membership dues, fees, or assessments.


IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 30th day of October, 2003.


Darryl A. Newell

STATE OF FLORIDA)
)
COUNTY OF CHARLOTTE)

The foregoing instrument was acknowledged before me this 30th day of October, 2003, by Darryl A. Newell, who is personally known to me and who did not take an oath.


Notary Public, State of Florida
My Commission Expires:

 Annette L. Byrd
My Commission DD138485
Expires August 19 2008

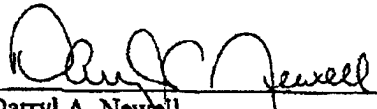
**CERTIFICATE DESIGNATING A REGISTERED AGENT
AND REGISTERED OFFICE FOR THE SERVICE OF PROCESS**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

THE HORIZONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation, at 2245 N. Beach Road, County of Charlotte, Englewood, Florida 34223, has designated Darryl A. Newell, whose street address is 3579 S. Access Road, Suite L, County of Charlotte, Englewood, State of Florida, 34224, as its agent to accept service of process within this State.

ACCEPTANCE

Having been designated as agent to accept service of process for the above-named corporation, at the place stated in this certificate, I hereby agree to act in this capacity and to comply with the provision of said law relative to same.



Darryl A. Newell

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA