

Prepared By and Return To:  
Hill Law Firm, P.A.  
614 S. Tamiami Trail  
Osprey, FL 34229

**CERTIFICATE OF AMENDMENTS TO DECLARATION OF  
CONDOMINIUM OF SUNRISE POINTE**

THIS CERTIFICATE OF AMENDMENT is executed this 8 day of April, 2022, by Sunrise Pointe Condominium Association, Inc., a Florida not-for-profit corporation (hereinafter "Association").

**RECITALS**

WHEREAS, the Association has been established for the operation of Sunrise Pointe Condominium Association, Inc., in accordance with The Declaration of Condominium of Sunrise Pointe, ("Declaration"), as amended, was recorded on June 2, 2005 at Book 2718 Page 1575, et seq., of the Public Records of Charlotte County, Florida; and,

WHEREAS, the amendments to the Declaration of Sunrise Pointe Condominium Association, Inc. ("Declaration") were submitted to the Members of the Association at the meeting of the Members held on March 25, 2022, which Meeting was duly noticed in accordance with the Florida Statutes; and,

WHEREAS, not less than a simple majority of the voting interests voted to approve the proposed amendments to the Declaration, Article 10, Sections 10.7.6, 10.8, 10.8.1, 10.8.2, 10.8.3, 10.8.4, and 10.8.4;

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendments to the Declaration.

New language is indicated by underlined type. Deleted language is indicated by ~~striketrough~~ type.

**Section 10.7.6. of Article 10 of the Declaration regarding pets is amended as follows:**

10.7.6. Neither tenants nor their guests may have pets. Unit Owners may ~~Not have~~ more than two (2) pets (which shall be limited to domesticated dog, ~~or cat, or bird~~). A pet may ~~only~~ be maintained in a Unit provided it 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 acting in a manner which is a pit bull or other

~~breed~~ considered to be dangerous or threatening to the occupants 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.~~

**Section 10.8 of Article 10 of the Declaration regarding leases is amended to add lease terms as follows:**

10.8 Leases. Each Unit Owner shall have the right to lease his or her Unit. All leases shall be in writing and shall be for a term of at least thirty (30) days, but no more than six (6) months, except that Units which have prior to this amendment been leased for terms of one (1) week may continue to be leased for one (1) week terms until the Unit is sold to a third party., and ~~the Developer or Association shall have the right to terminate any lease upon default by the lessee by not observing any of the provisions of this Declaration and the Rules and Regulations.~~

**New Section 10.8.1. of Article 10 of the Declaration requiring Board approval of leases is proposed as follows:**

10.8.1. In recognition of the close proximity of the Units and the compact living conditions existing in the Condominium, the mutual utilization and sharing of the Common Elements, and the compatibility and congeniality which must exist between Unit Owners and occupants in order to make the community enjoyable for all parties, it shall be necessary for the Board to approve in writing all leases of a Unit before a lease shall be valid and effective.

**New Section 10.8.2. of Article 10 of the Declaration, which retains provisions regarding copies of and terms in leases, and adds lease application requirements, including a fee, is proposed and amended as follows:**

10.8.2. Written application for lease approval shall contain such information as may be required by application forms promulgated by the Board and may be accompanied by a transfer fee, but no such fee shall exceed that permitted by law. The Board shall approve or disapprove of an application within thirty (30) days after the Association has received the completed application.

A copy of every lease must be provided to the Association prior to the commencement of the lease, but in no event any later than fourteen (14) days prior to the date when the tenants will arrive at the leased Unit. 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).

**New Section 10.8.3. of Article 10 of the Declaration, which retains provisions regarding the obligations of unit owners who lease to pay taxes, and adds that such a requirement applies to lease terms of six (6) months and or less, is proposed and amended as follows:**

10.8.3. 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.

**New Section 10.8.4. of Article 10 of the Declaration, prohibiting tenants from having pets is proposed as follows [Note this restriction is also proposed to be added to Section 10.7.6. of Article 10 of the Declaration, above]:**

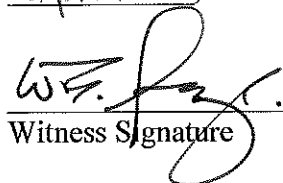
10.8.4. Neither tenants nor their guests may have pets.

**New Section 10.8.5. of Article 10 of the Declaration, requiring tenants to comply with the Rules and Regulations for the dock facilities is proposed as follows:**

10.8.5 Tenants shall comply with all restrictions on the use of the dock facilities stated in this Article 10 or in the Association's Rules and Regulations.

**All other sections remain unchanged.**

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 8 day of April, 2022.

  
\_\_\_\_\_  
Witness Signature

SUNRISE POINTE CONDOMINIUM  
ASSOCIATION, INC

W.E. Alvarez, Jr.  
Printed Name

Edami Alvarez  
Witness Signature

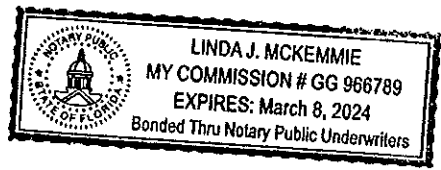
ELAINE ALVAREZ  
Printed Name

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of April 2022, by James Kalanta, as President of Sunrise Pointe Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

James Kalanta  
By: James Kalanta  
James Kalanta, President

Linda J. McKemie  
Notary Public, State of Florida



W.F. Alvarez, Jr.  
WITNESS SIGNATURE

SUNRISE POINTE CONDOMINIUM  
ASSOCIATION, INC

W.F. Alvarez, Jr.  
Printed Name

Linda Roberts  
Attest: Linda Roberts, Secretary

Elaine Alvarez  
Witness Signature

ELAINE ALVAREZ  
Printed Name

STATE OF FLORIDA  
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 8 day of April 2022, by Linda Roberts as Secretary of Sunrise Pointe Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

Linda McKemie  
Notary Public, State of Florida

