



**Prepared by and Return to:**

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RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2014014244 4 PGS  
2014 FEB 06 01:23 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CEAGLETO Receipt#1708416

**SECOND AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF  
CONDOMINIUM OF RENAISSANCE I, A CONDOMINIUM**

WHEREAS, that certain Declaration of Condominium of Renaissance I, a Condominium is recorded as Instrument #2001000167 of the Public Records of Sarasota County, Florida, and was amended and restated and recorded as Instrument #2012007497 of the Public Records of Sarasota County, Florida and further amended by Instrument # 2012167320 of the Public Records of Sarasota County, Florida (collectively referred to as the "Declaration"); and

WHEREAS, Renaissance I Association, Inc. ("Association") is that certain condominium association created pursuant to Chapter 718, Florida Statutes, for the purpose of enforcing the covenants and restrictions contained within the Declaration; and

WHEREAS, Section 15 of the Declaration sets forth the requirements for modification or amendment to the Declaration; and

WHEREAS, Section 15.3 of the Declaration provides that the Declaration may be amended by at least a majority of the total voting interests of the Association casting their vote in person or by proxy at a meeting in which a quorum is present; and

WHEREAS, the members of the Association desire to amend the Declaration; and

WHEREAS, the necessary vote was obtained from the membership of the Association to amend the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

- Section 7.12 of the Declaration is hereby amended as follows:**

7.12 Leasing/Occupancy. Leasing or renting of a Unit by a Unit Owner is not prohibited but is restricted. No portion of Unit (other than an entire Unit) may be rented or leased. ~~No Unit may be rented or leased for a term of less than sixty (60) consecutive days or more than three (3) times per year.~~ All leases shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing or affecting the Condominium. The leasing and renting of Units shall also be subject to the prior written approval of the Board. The Board shall have the authority to conduct criminal, financial, or other reasonable background checks on all proposed tenants and occupants, and may deny the lease based on the results of such background checks. The Board may deny a lease if the unit owner is delinquent in any payment of an assessment or any other monetary obligation owed to the Association at the time approval is sought. Any Unit Owner desiring to rent or lease a Unit shall submit such request in writing to the Association setting forth the name of the lessee, and supply such information as may be required by the Association. The Association may charge a fee in connection with each request for leasing approval but no such fee shall be in excess of the expenditures reasonably required for such lease approval, nor shall such fee be in excess of the maximum allowed by law provided, however, that no lease granted shall in any way be violate of or vitiate or lessen any part of this Declaration or any restrictions upon the use or occupancy of the Unit or upon the use of the land as herein established or, as may be hereafter established, in the Public Records of Sarasota County, Florida.

The Board of Directors of the Association may by rule and regulation restrict and limit the leasing of Units by the Unit Owners provided such rule or regulation does not conflict with the Declaration. All occupants of a unit that occupy a unit for more than 30 days in a calendar year shall be deemed tenants, and shall be subject to all application and approval requirements that apply to proposed tenancies. During the period of time that a Unit is leased to others, the Unit Owner and the Unit Owner's family or guests shall not have the right to use or occupy the Association Property or Common Elements of the Condominium except as a guest in the presence of the tenant of the Unit, unless such rights are waived in writing by the tenant. The Unit Owner shall be jointly and severally liable with the tenant to the Association to repair any damage to the Condominium resulting from any acts or omissions of tenant or tenants' guests (as determined in the sole judgment of the Association) and to pay for injury or damage to property caused by the negligence of the tenant or tenants guests. All leases shall be, and are hereby made, subordinate to any lien filed by the Association, whether prior to or subsequent to such lease.

Effective June 1, 2014, no Unit may be rented or leased for a term of less than (90) consecutive days or more than (2) times per year. Any purchaser of a Unit as of June 1, 2014 is prohibited from leasing or renting his Unit during purchaser's first year of ownership. Effective June 1, 2014, the Association shall require the Unit Owner or tenant to provide a rental deposit of \$1,000 for the term of the lease to cover the potential expense of Common Element damage from the tenant which shall be held by the Association in a non-interest bearing account. Any amounts unused by the Association for Common Element repairs shall be refunded to the payor of the deposit upon termination of lease, notice to Association and a fourteen (14) day inspection period.

(a) As a part of the application for approval to lease a unit, the Owner shall provide a copy of the proposed lease agreement to the Association, which shall contain a provision that expressly incorporates Section 9.16 of the Declaration into the terms of the lease, and that Tenant agrees as follows: that upon a delinquency by the Owner as described in Section 9.16, the Association has the authority to demand that all rent payments be made directly to the Association upon written notice to the Owner and Tenant, and that Tenant agrees to make such payments to Association until notified otherwise. In the event that any Owner leases a unit without Association approval, or if the executed lease agreement fails to include the language about the Assignment of Rents described above, Section 9.16 of the Declaration shall be deemed incorporated into the terms of the lease and tenancy, and the Association shall have all rights and authority provided therein. In addition, the Association shall have the authority to require all owners wishing to lease their units to execute a separate Assignment of Rents agreement as a condition of approval of future leases.

**CERTIFICATE OF AMENDMENT**

I, Daniel J. Skoda, as PRESIDENT of the Renaissance I Association, Inc., a Florida not-for-profit corporation, hereby certify that this Amendment was duly adopted by at least a majority of the total voting interests of the Association casting their vote in person or by proxy at a meeting in which a quorum was present.

**RENAISSANCE I ASSOCIATION,  
INC., a Florida not-for-profit  
corporation,**

Witness:

[Signature]  
Witness Signature  
Print Name: Guiney Dillman

By: [Signature]  
Print Name: DANIEL J. SKODA  
Title: PRESIDENT  
750 N. Tamiami Trail, Suite 100  
Sarasota, FL 34236

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2014, by Daniel Skoda as President of the Renaissance I Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
Notary Stamp or Seal:



Witness:

[Signature]  
Witness Signature  
Print Name: Guiney Dillman

By: [Signature]  
Print Name: MARION FITZPATRICK  
Title: SECRETARY  
750 N. Tamiami Trail, Suite 100  
Sarasota, FL 34236

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of January, 2014, by Marion Fitzpatrick as Secretary of the Renaissance I Association, Inc., who is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
Notary Signature  
Notary Stamp or Seal:

