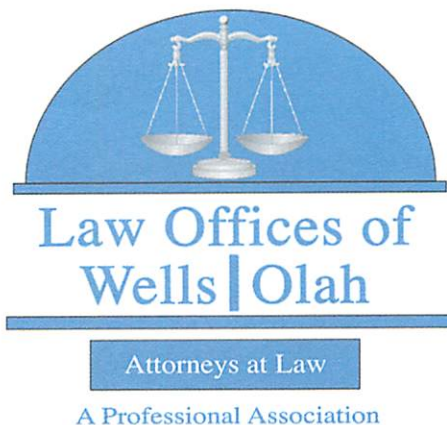


Condominium, Homeowner
and Cooperative Associations

Kevin T. Wells, Esq.
Paul E. Olah, Jr., Esq.



Civil Litigation
Construction Litigation

Michael W. Cochran, Esq.
Jackson C. Kracht, Esq.
Joseph A. Gugino, Esq.

May 2, 2017

Rivo at Ringling Condominium Association, Inc.
c/o Ms. Elisa Andersen, Manager
1771 Ringling Boulevard
Sarasota, FL 34236

Re: Recorded Certificate of Amendment

Dear Elisa:


Enclosed is the original Certificate of Amendment which was recorded at Official Records Instrument No. 2017048977 in the Public Records of Sarasota County, Florida, on **April 20, 2017**.

Please maintain this document 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, P.A.



Jackson C. Kracht, Esq.
jkracht@kevinwellspa.com

JCK/emm
Enclosures

Prepared By and Return to:
Jackson C. Kracht, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
Telephone: (941) 366-9191
Facsimile: (941) 366-9292

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2017048977 5 PG(S)
April 20, 2017 04:44:55 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
OF
RIVO AT RINGLING, A CONDOMINIUM**

We hereby certify that the attached amendments to the Declaration of Condominium of **RIVO AT RINGLING, A CONDOMINIUM** (which Declaration was originally recorded at Official Records Instrument #2006179441 of the public records of Sarasota County, Florida), were duly adopted by the affirmative vote of not less than two-thirds (2/3rds) of the voting interests represented in person or by proxy at the duly noticed Annual Membership Meeting of **RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association") held on February 21, 2017, as required by Article 15 of the Declaration. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 18 day of April, 2017.

Signed, sealed and delivered:
in the presence of:

**RIVO AT RINGLING CONDOMINIUM
ASSOCIATION, INC.**

sign

By:
Dean Miller, President

print Lori Gentile

sign

print Alan S. Cohen

ATTEST:

sign

By:
Lori Gentile, Secretary

print Dean R. Miller

sign

print Alan S. Cohen

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18 day of April, 2017, by Dean Miller as President of RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:

January 9, 2021

NOTARY PUBLIC

sign Elisa Marie Andersen
print Elisa Marie Andersen
State of Florida at Large (Seal)



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8 day of April, 2017, by Lori Gentile as Secretary of RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My commission expires:

January 9, 2021

NOTARY PUBLIC

sign Elisa Marie Andersen
print Elisa Marie Andersen
State of Florida at Large (Seal)



AMENDMENTS

DECLARATION OF CONDOMINIUM RIVO AT RINGLING, A CONDOMINIUM

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

ARTICLE 12

Maintenance, Limitations Upon Alterations and Improvements

Responsibility for the protection, maintenance, repair, and replacement of the Condominium Property, and restrictions on its alteration and improvement shall be as follows:

...

12.3 Other Unit Owner Responsibilities.

...

C. Flooring. Except for terraces, bare concrete flooring in any area of a Unit is prohibited. All Units shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in the terrace, kitchen, dining area, breakfast area or bathrooms. Except for terraces, any area that is not covered with wall-to-wall carpeting with high quality padding must be installed with a sound absorbent underlayment approved by the Board of Directors. An Owner who desires to install in place of carpeting, or replace an existing hard-surface floor covering with, any hard-surface floor covering (e.g., marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units, and must obtain written approval of the Board of Directors prior to any such installation. If the installation is made without prior approval, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. Any Unit sold with bare concrete floors in any room or area of the Unit (except for terraces) prior to the effective date of this amendment is exempt from this provision as it pertains to such bare concrete floors or areas, provided however, that such exemption shall no longer exist when such bare concrete floor or area is or has been covered with wall-to-wall carpeting or a hard-surface flooring.

...

ARTICLE 14
Leases and Rentals of Units; Unit Sales and Transfers.
Leases and Rentals of Units; Unit Sales; Transfers;
and Moving In and Out of Units

...

14.1

(b) All Owners acquiring title, no matter how acquired, after the effective date of this amendment may not lease or rent their Unit for a period of 24 consecutive months following the purchase of the Unit. After such 24 month time period the Owner shall be subject to the "no more than 32 units may be rented" rule on 14.1(a) of Article 14 of this Declaration. This provision of this subsection shall not apply to any property acquire by the Association. This provision of this subsection shall not impact the rights of any first mortgagees.

(c) A Unit shall be deemed rented or leased, for the purpose of determining the number of rental units at any time, if any one of the following occurs:

- (i) A Unit is being leased or rented and is Occupied by the Tenant;
- (ii) A Unit that was leased or rented prior to becoming vacant when a lease expires or is terminated, provided, however, that such Unit shall no longer be counted as a rental unit if it is sold, remains vacant for more than 9 months, or the Owner occupies the unit for more than 30 days, whether continuous or not, after it becomes vacant;
- (iii) A Unit that was not counted as a rental unit prior to being listed, advertised, offered, or in any other way made available to be rented or leased if, and only if, (a) the Owner notifies the Building Manager, in writing, prior to listing, advertising, offering, or in any other way making the Unit available to rental or lease, and (b) obtains a written notice that at that time of such notice from the Owner to the Building Manager there were no more than 32 rental units in the Building, or that the Owner is not subject to the "no more than 32 units" rule in accordance with subsection (a) of Section 14.1 of Article 14 of the Declaration, provided furthermore, that such Unit shall no longer be counted as a rental unit if it is sold, or is not leased or rented within 9 months from receiving the written notice from the Building Manager in accordance with this clause (iii).
- (iv) Notwithstanding anything to the contrary in (i), (ii) and (iii) above, Units that are considered "Seasonal Rentals" shall not be counted as rental units for the purpose of Section 14.1(a) of the Declaration. A "Seasonal Rental" shall mean a Unit that is occupied by its

Owner for at least 8 continuous months over any continuous 12 month periods.

...

14.6 ...

(b) Subsection (a) of Section 14.6 of Article 14 of the Declaration may be suspended by the Board until the Board, with the advice of the Association's legal counsel, believes that the U.S. Department of Housing and Urban Development rules and guidance pertaining the application of Fair Housing Act Standards to the use of criminal and financial records is clarified sufficiently to mitigate, to a reasonable level, the Association's liabilities related to use of such background checks.

~~14.7 Leasing Rules & Regulations.~~ Rules for Moving in and Out of Units. The Board of Directors shall have the authority to adopt rules and regulations concerning moving in and out of the Units, including the right to charge a damage deposit and/or a fee for the exclusive use of the elevator for a specified amount of time.