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This instrument prepared by:  
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**CERTIFICATE OF AMENDMENT  
TO THE  
CONDOMINIUM DECLARATION  
OF  
ST. CLAIR GARDEN CONDOMINIUM**

**THE UNDERSIGNED**, being duly elected and acting President and Secretary, respectively, of **ST. CLAIR GARDEN CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that all the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Condominium Declaration of St. Clair Garden Condominium, as recorded at Official Records Book 1342, Page 1684 et seq., and as may have been subsequently amended, in the Public Records of Lee County, Florida.

1. The following resolution was approved by not less than sixty six and two-thirds percent (66 2/3 %) vote of the members of the Association or ninety percent (90%) of the voting shares of the Association present and voting at such meeting called for such purpose.

**RESOLVED:** That the Condominium Declaration of St. Clair Garden Condominium be and is hereby amended, and the Amendment to the Condominium Declaration of St. Clair Garden Condominium is adopted in the form attached hereto as **Exhibit "A"**, and made a part hereof; and

**RESOLVED:** That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of public record, together with a Certificate of Amendment.

Dated this 25 day of June, 2013.

WITNESS #1:

*Susan Kase*  
SUSAN KASE

Printed Name of Witness

**ST. CLAIR GARDEN  
CONDOMINIUM ASSOCIATION, INC.**

By: *Susan J. Williamson*  
Print Name: Susan J. Williamson  
Title: President

WITNESS #2:

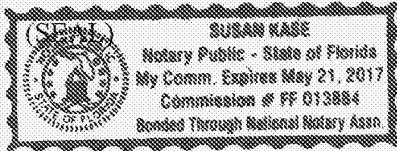
Susan Kase  
SUSAN KASE  
Printed Name of Witness

ATTEST:

By: Dirk E. VanderHout  
Print Name: DIRK E. VANDER HOUT  
Title: Secretary

STATE OF FLORIDA )  
COUNTY OF LEE )

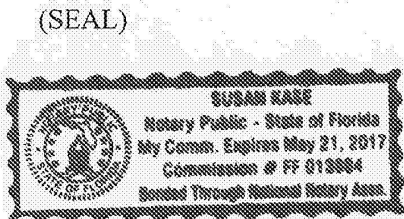
The foregoing instrument was acknowledged before me this 25 day of June, 2013, by SUSAN J WILLIAMSON, President of St. Clair Garden Condominium Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.



Susan Kase  
Notary Public  
SUSAN KASE  
Printed Name of Notary

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 25 day of June, 2013, by Dirk E. VanderHout, Secretary of St. Clair Garden Condominium Association, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not take an oath.



Susan Kase  
Notary Public  
SUSAN KASE  
Printed Name of Notary

**EXHIBIT "A"**  
**AMENDMENT**  
**TO**  
**THE DECLARATION OF ST. CLAIR GARDEN CONDOMINIUM**

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The Declaration of St. Clair Garden Condominium ("Declaration") shall be amended as follows (otherwise, all other provisions shall remain the same):

(NOTE: Underlined language is added and ~~cross through~~ language is deleted).

1. Section 14 of the Amended and Restated Declaration shall be amended, and a new subsection **d.** shall be added as follows:

**d. Housing for Older Persons.** It is hereby declared that St. Clair Garden Condominium is intended to provide housing for older persons, as defined in the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995 (hereinafter referred to as the "Acts") and the Federal Rules and Regulations (hereinafter referred to as the "Federal Regulations") as promulgated by the Department of Housing and Urban Development (hereinafter sometimes referred to as "HUD"). It is more specifically the desire and intention of the Association to meet the exemption for housing for older persons as is provided for in 24 CFR Part 100, Section 100.304 (hereinafter referred to as the "55 or Over Housing Exemption"). Section 100.304 implements Section 807(b)(2)© of the Acts, which exempts housing communities intended and operated for occupancy by at least one (1) person 55 years of age or over per Unit that satisfy certain criteria. In this endeavor, the following occupancy restrictions and procedures shall govern. Further, the Association shall do whatever is required by the Acts and Federal Regulations to publish its intention to comply with, and adhere to, policies and procedures which demonstrate an intent to provide housing for persons 55 year of age or over. The Acts and Federal Regulations, as amended from time to time, are hereby incorporated by reference into this document. Reference to the Acts and to the Federal Regulations in this document shall mean the Acts and the Federal Regulations as they are amended from time to time.

**1. Fair Housing Definitions:**

(I) "ACTS" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988 (Pub.L. 100-430, approved September 13, 1988; 102 STAT.1619 and the Housing for Older Persons Act of 1995.)

(ii) "FEDERAL REGULATIONS" shall mean and refer to the Federal rules and regulations promulgated by the Department of Housing and Urban Development, which became effective on March 12, 1989, and May 3, 1999.

(iii) "55 OR OVER HOUSING EXEMPTION" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is originally provided for in Section 807(b)(2)© of the Acts.

**2. Minimum Age Restrictions.** Permanent occupancy of a Unit shall be restricted as follows provided that the other restrictions contained in this Section are met:

(i) No persons under the age of eighteen (18) years shall be permitted to permanently reside in a Unit.

(ii) However, a person under the age of eighteen (18) years may be permitted to visit and temporarily reside in the Unit for a period of time not to exceed thirty (30) days in the aggregate in any calendar year. The visitation time periods shall not be cumulative from year to year. Only overnight visitation shall be considered in the computation. So, by way of example, if an under-aged person visits overnight, two (2) days of visitation shall be computed. If an under-aged person visits during the day only and does not stay overnight, no days of visitation shall be computed.

**3. Age Restriction.** At least eighty percent (80%) of the occupied Units shall be occupied by at least one permanent occupant who is 55 years of age or older, and all permanent occupants must be at least eighteen (18) years of age or older. A "permanent occupant" shall be defined in these restrictions as a person who occupies a residential structure on a Lot or Parcel for more than eight (8) weeks in any calendar year. A surviving or divorced spouse who is a permanent occupant under the age of 55 years and who was the spouse of a permanent occupant 55 years of age or older will be allowed to remain as a permanent occupant. The Board shall have the right to require prior age verification from all prospective occupants. The Declarant or the Board shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of, or use of the Common Area and facilities by, persons under eighteen (18) years of age.

**4. Exceptions.** In certain circumstances, a Unit may be occupied by persons under the age of 55 years without at least one permanent occupant who is 55 years of age or older.

(i) Surviving Spouse or Cohabitant. In the case of the death of the designated occupant whose surviving spouse or cohabitant is under 55 years of age, provided that the surviving spouse or cohabitant resided with the designated occupant at the time of the designated occupant's death, the surviving spouse or cohabitant shall be allowed to continue to occupy the Unit irrespective of age, so as to prevent disruption of the lives of surviving spouses and cohabitants under age 55, when the over 55 designated occupant dies. Notwithstanding, however, no persons under the age of eighteen (18) years shall be permitted to permanently reside in any Unit.

(ii) Recipient of Legacy. The Federal Regulations recognize that the twenty percent (20%) requirement is not intended to exclude all incoming households, therefore, the recipient of legacy and his or her household shall be allowed to occupy the Unit. Notwithstanding, however, no persons under the age of eighteen (18) years shall be permitted to permanently reside in the Units.

**5. Contract/Covenant.** Every Owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, this amendment shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

**6. Proof of Age.**

(i) All persons occupying a Unit shall deliver to the Association a completed Association form demonstrating proof of age and any other documentation required by the Association.

(ii) Any person(s) not providing such documentation, when and as requested by the Board of Administration, shall be validly presumed by the Association and by a Court of law to be under the age of 55 years, even though the persons may actually be 55 years of age or over.

**7. Remedies for Non-Compliance.** The Association concurrently shall have any one or more of the following remedies for non-compliance, in addition to those provided elsewhere in the constituent documents.

**(i) Lease of a Unit.**

(a) In the event of a lease of a Unit, and the occupancy and other requirements of this amendment are not met, the Association shall be entitled to file for and obtain an injunction against the Owner of the Unit and lessee(s) and/or other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.

(b) The Association shall also be entitled to evict the unauthorized lessee(s) and other unauthorized occupants from the Unit, as agent for the Owner(s). This right of eviction by the Association shall apply only if: (1) after the expiration of seven (7) working days from the date on which the Association mails notice to the Owner(s) by certified mail, return receipt requested, or provides notice by hand delivery; and (2) provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own and fails to so notify the Association, within the seven (7) day period.

(c) The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by the governing documents and the Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section. Costs and attorney's fees incurred by the Association in connection with the exercise of its remedies under this Section, provided that the Association prevails, shall be the responsibility of the Owner(s) of the Unit and, to the extent awarded by a Court under Chapter 83, Florida Statutes, shall also be the responsibility of the lessee(s).

(ii) Other Occupancies (other than Leases). In the event of an existing Ownership; in the event of use by guests; or in the event of a sale, gift, or other transfer of title; and the occupancy requirements of this amendment are not met, the Association may disapprove the transfer and shall be entitled to file for and obtain an injunction against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails, the Owner(s) shall be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Section.

**8. Registration Required.** All Owners, lessees and occupants must register with the Association at the time of becoming a member of the Association or, in the case of a non-Owner, at the time of the commencement of the lease agreement, by delivery of the items referred to below. Furthermore, no persons shall attain grandfathered status under Section 14.d.4(I) above unless the person registers with the Association by delivery of the items referred to below. These items are as follows:

(i) A fully completed and signed Association form to be provided by the Association; and

(ii) Documentation demonstrating proof of age; and

(iii) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association). It shall be the responsibility of the particular Owner, not the Association, to provide the lessee(s) and/or other occupants of the Unit with the registration form for the lessee(s) occupant(s) to complete and return to the Association within five (5) days from the date of receipt.

**9. Additional Occupants.** Even though a person under the age of 55 years is given grandfathered status under Section 14.d.4(I) above or is provided with an exception under 14.d.4(ii) above, this shall not entitle additional persons to occupy the Unit, unless:

(i) That additional person is 55 years of age or older; or

(ii) That additional person is also accorded grandfathered status under Section 14.d.4(I) above; or

(iii) That additional person is legally married to the surviving spouse or cohabitant mentioned in Section 14.d.4(ii) above.

**10. Non-Occupancy Status.** Each Owner or lessee, as applicable, shall notify the Association of any periods of time during which the Unit becomes unoccupied. As used in this Section, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period in excess of six (6) months. It is understood that this is a necessary requirement because the Federal Regulations require record keeping of occupied and unoccupied Units.