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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3311274

Prepared by and Return to:
Richard A. Ulrich, Esq.
Ulrich, Scarlett, Watts & Dean, P.A.
713 S. Orange Ave., Suite 201
Sarasota, FL 34236


CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF CONDOMINIUM OF
VILLAGE BROOKE CONDOMINIUM I, VILLAGE BROOKE CONDOMINIUM II
AND VILLAGE BROOKE CONDOMINIUM III

KNOW ALL MEN BY THESE PRESENTS: that the undersigned, being the President of VILLAGE BROOKE CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, hereby certifies that the Declaration of Condominium of Village Brooke Condominium I, as recorded in OR Book 1080, Page 40, et seq.; Village Brooke Condominium II, as recorded in OR Book 1227, Page 2055, et seq. and Village Brooke Condominium III, as recorded in OR Book 1262, page 1681, et seq., all as amended from time to time, and all recorded in the Public Records of Sarasota County, Florida, were duly amended by the required vote of the members of the Association at the annual meeting of the membership held on January 14, 2025. The attached amendments were proposed and adopted in accordance with the requirements of the Declarations of Condominium and Florida law. It is further certified that attached hereto as Exhibit "A" is a true and correct copy of the Amendments. The proposal to amend the Declarations contained added text underlined and strike throughs of deleted text.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed by its President this 10 day of March, 2025.

WITNESSES:

Witness #1

X 


Witness Signature

Print Name: Cassandra Robinson

Witness Address:

3494 Delaware Ave
Kenmore NY 14217

Witness #2

X 

Witness Signature

Print Name: CORY M. BRUMMER

Witness Address:

785 RICHMOND AVE #2
BUFFALO, NY 14222

VILLAGE BROOKE CONDOMINIUM
ASSOCIATION, INC. a Florida not for
profit corporation

By: 
JAMES BELLE, President

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10 day of March, 2025, by JAMES BELLE, President of Village Brooke Condominium Association, Inc. on behalf of said corporation. They are Personally known to me or produced Driver License as identification.

CASSANDRA ROBINSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RO6432417
Qualified in Erie County
Commission Expires May 02, 2026

Cassandra Robinson
NOTARY PUBLIC
My Commission Expires: May 02, 2026

EXHIBIT "A"
TO
CERTIFICATE OF AMENDMENT
TO THE DECLARATIONS OF CONDOMINIUM OF VILLAGE BROOKE
CONDOMINIUM I, VILLAGE BROOKE CONDOMINIUM II, AND VILLAGE
BROOKE CONDOMINIUM III

AMENDMENTS

Amendment to Declaration of Covenants, Conditions and Restrictions Section 15.04(d) as follows:

SECTION 15. CONVEYANCE, SALE, RENTAL, LEASE AND TRANSFER

15.04(d) Use of Condominium Parcel by Family or Guests. No Condominium Parcel may be used or occupied by the non-resident family, friends or guests of an owner for more than twenty (20) days in a calendar year unless the owner is also in residence.

Additional Limits on Seasonal Rentals and Leases.

- 1) Seasonal rentals are defined as a minimum of 2 months and a maximum of 6 months. At no time during any calendar year, defined as January 1 through December 31, of any given year, shall any unit owner be allowed to lease their unit for more than a total of 6 months in any combination as follow three 2-month leases, two 3-month leases, one 3-month lease with a 2-month lease, one 4-month lease with a 2-month lease, one 5-month lease with no one-month lease permitted, or one 6-month lease.
- 2) Only those unit owners who have qualified for annual leasing may rent annually and only when the total of annual leases throughout the Village Brooke complex does not exceed 70 annual leased units.
- 3) To qualify to lease annually, the unit owner must wait their turn on the waiting list or have already been a qualified annual lessor prior to the recording date of this amendment. In addition, since the total number of annually leased units in the complex cannot exceed 70 units, once that number has been reached or exceeded, no unit owner can qualify to lease annually until that number goes below the 70-unit limit.
- 4) A unit owner who purchases a unit after the date of the recording of this amendment shall not have the right to lease their unit annually until they have owned said unit for 2 years, at which time, they may place their name at the end of the waiting list for the next available annual lease opportunity. When the total number of annual leases in the complex falls below the 70-unit threshold, the unit owner whose name is at the top of the list will be notified of their eligibility and said unit owner must accept or reject their right to lease annually. If the unit owner accepts the right, they must execute an annual lease within 6 months, or go to be placed at the bottom of the list. If the unit owner rejects the opportunity, then their name shall be removed from the list and they may register their name again at the bottom of the list at any time thereafter.