

The Phoenix Condominium Association, Inc.

Located at: 136 Golden Gate Point, Sarasota, Florida 34236

Application (check one) RENTAL/LEASE SALE/PURCHASE

Each application must be completed & signed, PLEASE PRINT

A \$100 NON-REFUNDABLE fee payable to The Phoenix Association must be attached to each application submitted for approval.

Attached to this Application is a copy of the Association's Rules & Regulations. Please detach and retain before submitting application.

**RETURN COMPLETED APPLICATIONS TO: The Phoenix Condominium Association,
C/O Progressive Community Management, Attn: Elise Angeloro,
3701 S. Osprey Ave., Sarasota, FL 34239 FAX: 941-923-7000 PHONE: 941.921.5393**

UNIT# _____ Term of Lease or Closing Date: _____

Lease cannot be less than 30 days and not more than twice in any 365-day period..

Name (Print): _____

Co-Occupant (Print): _____

Email Address: _____

Email Address: _____

Driver's License: _____

Driver's License: _____

DOB: _____ Phone # _____

DOB: _____ Phone # _____

Present Address: _____

Present Address: _____

City/State: _____ Zip: _____

City/State: _____ Zip: _____

VEHICLE INFORMATION -

Vehicle #1 Make: _____ Model: _____ Year: _____ State: _____ TAG # _____

Vehicle #2 Make: _____ Model: _____ Year: _____ State: _____ TAG # _____

Emergency Contact #1: _____ Phone: _____

Emergency Contact #2: _____ Phone: _____

Names of any additional Persons to Occupy Premises (give ages if under 18): _____

PETS: Type/Breed: _____ Weight: _____ lbs. Height: _____ inches

I have received and read a copy of all The Association's Rules & Regulations. I understand my responsibilities as an owner/tenant. I agree to abide by the provisions of said document.

Signature: _____ Date: _____

Signature: _____ Date: _____

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORDS, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION:

I agree to hold harmless Progressive Community Management, Inc. and all providers of information on the prospective owners/tenants stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this lease or purchase whether determination is made before or after my date of occupancy, maybe affected. I do hereby authorize with my (our) signature (s) the release of public records, credit report (s), rental or lease information and employment verification, whether by fax, verbal, photocopy or original signature, to Progressive Community Management, Inc., and all its members now and in the future for the exclusive use of The Phoenix Condominium Association Inc.

Signature: _____ Date: _____

Signature: _____ Date: _____

Owner Name: _____

Co-Owner: _____

Address: _____

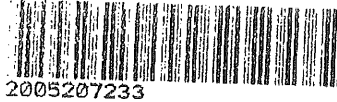
Phone: _____

Owner Signature: _____

Co-Owner Signature: _____

Action of Association: Approved () Disapproved () Date: _____ Board or Board Agent Signature: _____

Prepared by & Return to:
Telese B. McKay, Esq.
McKay Law Firm, P.A.
2055 Wood St., Ste. 120
Sarasota, FL 34237



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005207233 2 PGS
2005 SEP 15 10:49 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
ASAMS Receipt#685612

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF
CONDOMINIUM OF THE PHOENIX**

THIS CERTIFICATE OF AMENDMENT is executed this 12th day of September, 2005, by **THE PHOENIX CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Phoenix, a condominium, in accordance with the Declaration of Condominium of The Phoenix recorded in May of 2001 in Instrument # 2001070816 of the Public Records of Sarasota County, Florida, as amended from time to time ("Declaration"); and,

WHEREAS, an amendment to Section 6.10 of Article VI of the Declaration entitled "Leasing or Loaning" was submitted to the Members of the Association at a Meeting of the Members held on July 21, 2005, which meeting was duly noticed in accordance with Article II of the Association's Bylaws; and,

WHEREAS, not less than 70% of the voting interests of the entire membership of the Association voted to approve the proposed amendment to Section 6.10 of Article VI of the Declaration;

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 amendment to Section 6.10 of Article VI of the Declaration as follows:

*New language is indicated by underscoring type.
Deleted language is indicated by ~~struck through~~ type.*

Section 6.10 of the Declaration shall be revised as follows:

Leasing or renting of a Unit by a Unit Owner is not prohibited but is restricted. No portion of a Unit (other than an entire Unit) may be rented or leased. No Unit may be rented or leased for a term of less than seven (7) thirty (30) consecutive days and in no event may a Unit be leased more than twice in any 365-day period. The leasing and renting of Units shall also be subject to the prior written approval of the Board. 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 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. . .

All other sections remain unchanged.