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★ This instrument prepared by:
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CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF

LEMON BAY BREEZES, a condominium

LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., its
address being c/o Keuker Tax Service, Inc., 1401 South McCall Road,
Unit 309A, Englewood, Florida, 34223, Charlotte County, by the
hands of the undersigned hereby certify that:

The Declaration of Condominium of LEMON BAY BREEZES, a
condominium, is recorded in O.R. Book 863, page 1963, of the Public
Records of Charlotte County, Florida. The following amendments to
the Declaration of Condominium were submitted to the entire
membership of the Association at its meeting called and held on the
14th day of February, 2006, and approved by affirmative vote in
excess of 2/3rds of the Condominium unit owners of the Association
as required by the Declaration of Condominium.

1. Article 7, Insurance, Paragraph B(1), Coverages, Casualty,
is hereby amended to read as follows:

(1) Casualty. All buildings and improvements
upon the land and all personal property in-
cluded in the common elements shall be insured
in an amount equal to the maximum insurable
replacement value, excluding foundation and
excavation costs, and excluding other items as
stated herein, as determined by the Board of
Directors of the Association. Such coverage
shall afford protection against: (a) loss or
damage by fire and other hazards covered by a
standard extended coverage; and (b) such other
risks as from time to time shall be custom-
arily covered with respect to buildings simi-
lar in construction, location and use as the
building on the land, including but not lim-
ited to, vandalism and malicious mischief.
The provisions of 718.111(11)(b) and (c),

Florida Statutes, as amended, effective January 1, 2004, are included herein. Pursuant to said provision, the terms "condominium property," "building," "improvements," "insurable improvements," "common elements," "association property," or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a unit and serve only one unit and all air conditioning compressors that service only an individual unit, whether or not located within the unit.

2. Article 8, Reconstruction or Repair after Casualty, is hereby amended by deleting the current provision in its entirety and replacing it to read as follows:

"Substantial rewording of declaration. See provision 8 for present text"

8. Reconstruction and Repair. If any part of the Condominium property shall be damaged by casualty, it shall be reconstructed or repaired immediately unless it is determined in the manner elsewhere provided that the Condominium shall be terminated.

8.1 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, or if not, then according to plans and specifications approved by the Board of Directors of the Association and institutional first mortgagees holding mortgages on the Units involved.

8.2 Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair.

8.3 Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

8.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, the Association shall pay over sufficient amounts to provide funds to pay the estimated costs, as part of the common expenses of the Association to be assessed against Unit Owners.

8.5 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance and funds collected by the Association from assessments against Unit Owners, shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association. The first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in the construction fund after payment of all costs of reconstruction and repair for which the fund is established, such balance shall be distributed to the Association as common surplus.

6. Article 12, Compliance and Default, is hereby amended by adding paragraph D, Levy of Fines, to read as follows:

D. AUTHORITY OF BOARD OF DIRECTORS TO LEVY FINES.

(a) The Association may levy reasonable fines against a unit for failure of the unit owner or its occupant, licensee or invitee to comply with any provision of the Declaration of Condominium, the Bylaws, or the Association's reasonable rules. No fine shall become a lien against a unit. A fine shall not exceed \$100.00 per violation or be levied in an amount other than as permitted by law, whichever is greater. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000.00 or as otherwise permitted by law, whichever is greater. A fine shall not be levied except after giving reasonable notice and opportunity for a hearing to the owner and, if applicable, its licensee or invitee.

(b) The Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The Notice shall include:

(1) A statement of the date, time and place of hearing.

(2) A statement of the provisions of the Declaration, the Bylaws and lawfully adopted rules and regulations which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(c) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(d) Upon the levying of any fine, the Board may collect such fines in one or more installments. Each day of violation shall be a separate violation.

(e) The affected Owner, whether the offending party or not, shall always be given notice of the hearing.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 3RD day of MARCH, 2006.

ATTEST:

LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC.

By: Bernard J. Pagurko
as Secretary

By: Rosario Bartoli
ROSARIO BARTOLI, as President

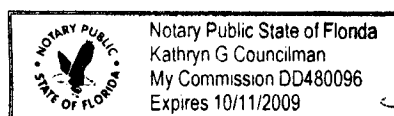
WITNESSES:

Vincent K. Gaud
Gari Kimberlin

STATE OF FLORIDA
COUNTY OF CHARLOTTE

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared ROSARIO BARTOLI, as President and Bernard J. Pagurko, as Secretary, of LEMON BAY BREEZES CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment of Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Charlotte County, Florida this 3rd day of March, 2006.



KATHRYN G. COUNCILMAN
Printed Name of Notary:
Kathryn G. Councilman
Notary Public
Commission # DD480096

My Commission Expires: