

15.00  
This instrument prepared by  
and return to:  
CHAD M. McCLENATHEN, ESQ  
BECKER & POLIAKOFF, P.A.  
P.O. BOX 49675  
Sarasota, Florida 34230

CERTIFICATE OF AMENDMENT  
TO DECLARATION OF CONDOMINIUM  
OF HERON LAKES CONDOMINIUM

The undersigned officers of Heron Lakes Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Heron Lakes Condominium, according to the Declaration of Condominium thereof, as recorded in O.R. Book 1667, Page 1820, et seq., Public Records of Sarasota County, Florida, hereby certify that the following amendments to the Declaration of Condominium were approved by not less than sixty-seven (67%) percent of all unit owners at a membership meeting held March 9, 1993. The undersigned further certify that the amendments were duly proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---)

10. Maintenance of CONDOMINIUM PROPERTY. The responsibility for the maintenance of the CONDOMINIUM PROPERTY, shall be as follows:

10.2 By the UNIT OWNER. Each UNIT OWNER shall operate, maintain, repair and replace, at the UNIT OWNER's expense:

10.2.1. All portions of the UNIT except the portions to be maintained, repaired and replaced by the ASSOCIATION. Included within the responsibility of the UNIT OWNER shall be windows, screens, sliding glass doors, and doors on the exterior of his UNIT or the LIMITED COMMON ELEMENTS of his UNIT, and framing for same. Also included within the responsibility of the UNIT OWNERS shall be the maintenance and painting of exterior building walls within a UNIT OWNER's screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls unless the UNIT OWNER obtains the prior written consent of the BOARD to paint the walls a different color. All such maintenance, repairs and replacements shall be done without disturbing the rights of other UNIT OWNERS.

10.2.2 The air conditioning and heating systems serving the UNIT OWNER's UNIT, whether inside or outside of his UNIT.

10.2.3 Within the UNIT OWNER's UNIT, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the UNIT, as well as all personal property of the UNIT OWNER.

All property to be maintained, repaired and/or replaced by a UNIT OWNER shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the CONDOMINIUM, so as to preserve a well kept appearance throughout the CONDOMINIUM, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the CONDOMINIUM from its original appearance or condition without the prior written consent of the ~~ASSOCIATION~~ BOARD. All property to be maintained, repaired and/or replaced by a UNIT OWNER which is inside of the UNIT OWNER's UNIT and which does not affect the exterior appearance of the CONDOMINIUM shall be maintained at all times in a condition which does not and will not adversely affect any other UNIT OWNER, or any other portion of the CONDOMINIUM PROPERTY.

10.2.4 Any portion of a UNIT, COMMON ELEMENTS, or LIMITED COMMON ELEMENTS, that have been altered, improved or modified in any manner by a UNIT OWNER, provided however nothing herein shall be construed to permit alterations, modifications, and additions

without the prior written consent of the BOARD, as elsewhere required in this DECLARATION.

(The other provisions of Section 10 shall remain unchanged)

11. Additions, Alterations or Improvements.

11.2 By UNIT OWNERS. With the prior written consent of the ~~BOARDASSOCIATION~~, a UNIT OWNER may enclose the porch, patio, terrace, or balcony of the UNIT OWNER'S UNIT with screening, may install hurricane shutters on the inside of any such screening, and may install screen doors on the outside of the UNIT. Except for the foregoing, no UNIT OWNER shall make any addition, alteration, or improvement which affects the exterior appearance of the BUILDING containing his UNIT, ~~including, but not limited to, the installation or enclosure of awnings, porches, patios, terraces, balconies, or courts,~~ and no UNIT OWNER shall install any landscaping or improvements in the COMMON ELEMENTS outside of the BUILDING containing his UNIT. A UNIT OWNER may make structural additions, alterations or improvements within his UNIT if same do not affect the exterior appearance of the BUILDING containing his UNIT, so long as the UNIT OWNER first obtains the prior written consent of the ~~ASSOCIATIONBOARD~~. Any request by a UNIT OWNER for consent by the ~~ASSOCIATIONBOARD~~ to any addition, alteration or improvement, shall be in writing and shall be accompanied by plans and specifications or other details as the ~~ASSOCIATIONBOARD~~ may deem reasonably necessary in connection with its determination as to whether or not it will approve any such addition, alteration or improvement, but the ~~ASSOCIATIONBOARD'S~~ approval as to same may be granted or withheld in the ~~ASSOCIATIONBOARD'S~~ sole discretion, and in any event shall not be granted if same would detrimentally affect the architectural design of the CONDOMINIUM PROPERTY, but shall not be withheld in a discriminatory manner. All additions, alterations or improvements made by a UNIT OWNER shall be made in compliance with all laws, rules, ordinances, and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the ~~ASSOCIATIONBOARD~~ with respect to design, structural integrity, aesthetic appeal, construction details, or otherwise. A UNIT OWNER making or causing to be made any additions, alterations or improvements agrees, and shall be deemed to have agreed, for such UNIT OWNER, and the UNIT OWNER'S heirs, personal representatives, successors, and assigns, as appropriate, to hold the ~~ASSOCIATIONBOARD~~ and all other UNIT OWNERS harmless from any liability or damage to the CONDOMINIUM PROPERTY and expenses arising therefrom, and shall be deemed to further agree that the UNIT OWNER, and the UNIT OWNER'S heirs, personal representatives, successors and assigns shall thereafter be responsibility for all maintenance, repair and agreement of the portions of the CONDOMINIUM PROPERTY so altered, added to or improved. These agreements by the UNIT OWNER, and other reasonable conditions and agreements imposed by the BOARD in conjunction with its review and approval of the UNIT OWNER'S application, shall, at the request of the BOARD, be reduced to writing on forms prepared by the BOARD, be signed by the UNIT OWNER, and recorded in the public records of Sarasota County, at UNIT OWNER'S expense.

(The other provisions of Section 11 shall remain unchanged)

18. Use Restrictions. The use of the property of the CONDOMINIUM shall be in accordance with the following provisions:

18.3 Pets. ~~Except with the written consent of the BOARD, which may be granted or withheld in the BOARD'S sole discretion,~~ A UNIT OWNER may maintain in his or her UNIT only one cat, and/or one dog not exceeding 25 pounds at maturity, ~~is permitted in any UNIT.~~ In addition, fish, birds and other small animals are permitted may be maintained in any UNIT by a UNIT OWNER, or their tenants or guests, so long as they are not kept for commercial purposes, and are exclusively and continuously confined to cages, tanks, or other similar enclosures within the UNIT. All other

pets are prohibited. No pet is permitted which creates an unreasonable source of noise or annoyance to other residents of the CONDOMINIUM. No pet may be kept outside of the UNIT in the absence of any resident of the UNIT. The BYLAWS or the Rules and Regulations of the ASSOCIATION may further provide for reasonable rules and regulations regarding pets.

~~18.9 Provide---Provided,--however,--that--until--the--DEVELOPER--has--completed--all--of--the--contemplated--improvements--and--closed--the--sales--of--all--of--the--UNITS--within--this--CONDOMINIUM,--including--the--additional--phases--contemplated--by--the--DEVELOPER--as--set--forth--in--Paragraph--23--below,--neither--the--UNIT--OWNERS--nor--the--ASSOCIATION--nor--the--use--of--the--CONDOMINIUM--PROPERTY--shall--interfere--with--the--completion--of--all--contemplated--improvements--and--the--sale--of--all--UNITS--with--the--CONDOMINIUM,--and--the--DEVELOPER--may--make--such--use--of--the--unsold--UNITS--and--COMMON--ELEMENTS--as--may--facilitate--such--completion--and--sale--including,--but--not--limited--to,--maintenance--of--a--sales--office,--the--showing--of--the--CONDOMINIUM--PROPERTY--and--DEVELOPER--owned--UNITS--and--the--display--of--signs~~

(The other provisions of Section 18 shall remain unchanged)

Dated this 10<sup>th</sup> day of May, 1993.

WITNESSES:

HERON LAKES CONDOMINIUM ASSOCIATION, INC.

Annette K Caldwell

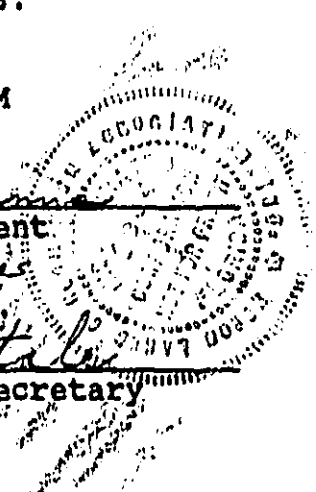
BY: E. Leo McManus  
Al Martin, President  
E. Leo McManus

Annette K Caldwell  
Printed Name

Harold A Jones

BY: Theresa Vitale  
Evelyn Hanrahan, Secretary  
Theresa Vitale

Harold A Jones  
Printed Name



STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 1993 by Al Martin, as President and Evelyn Hanrahan, as Secretary of Heron Lakes Condominium Association, Inc. who are personally known to me or who have produced N/A as identification and who did not take an oath. If no type of identification is indicated, the above-named persons are personally known to me.

Annette K Caldwell

Notary Public  
State of Florida  
My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. OCT 27, 1994  
BONDED THRU GENERAL INS. UND.

RECORDED IN OFFICIAL RECORDS  
RECORD VERIFIED  
93 MAY 28 PM 3:22  
KAREN E. RUSHING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL