

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF LONGBOAT HARBOUR, A CONDOMINIUM**

WHEREAS, the DECLARATION OF CONDOMINIUM OF LONGBOAT HARBOUR, A CONDOMINIUM (the "DECLARATION") was recorded in Official Record Book 1656, Page 6425, in the Public Records of MANATEE COUNTY, FLORIDA, and

WHEREAS, the owners, as members of the LONGBOAT HARBOUR OWNERS ASSOCIATION, INC. (the "ASSOCIATION"), have found it necessary to amend the DECLARATION, and

NOW THEREFORE, the members of the ASSOCIATION voted to amend the DECLARATION as set forth below:

(Words in strike-through type are deletions from existing text; underlined words are additions.)

1. Section 12.2 (F) of the Declaration shall be amended as follows:

12.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his own expense, for all maintenance, repairs and replacement of his own Unit and certain Limited Common Elements. The Owner's responsibilities include, without limitation:

(F) Appliances water heaters, smoke alarms and vent fans. The unit's main water supply and hot water heater shut off valves must be the metal ball type. All water heaters must be replaced within a ten (10) year period. All new water heaters installed after the recording date of this amendment must have a pan, an automatic shut off valve and water leak alarm.

2. Section 12.7 of the Declaration shall be amended as follows:

12.7 Negligence; Damage Caused by Condition on Unit. The Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, or other Units, personal property made necessary by his act or negligence, or by that of any Member of his family or guests, employees, agents, or tenants. Each Unit owner has a duty to maintain his Unit, any Limited Common Elements appurtenant to the unit (except those Limited Common elements required to be maintained by the Association as provided in this Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to the other Units, the Common Elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from

the Owner's failure to perform this duty causes damage to other Units, the Common Elements, Association Property or property within other Units, the Owner of the offending Unit shall be deemed negligent for failing to exercise a reasonable degree of care and protection and shall be liable to the person or entity responsible for repairing the damaged property for all costs of repair or replacement not paid by insurance. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may enter the Unit without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner.

3. Section 12.8 of the Declaration shall be amended as follows:

12.8 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purpose of protecting, maintaining, repairing and replacing the Common Elements or portions of a Unit to be maintained by the Association under the Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment, as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered, and for inspections conducted to prevent damage to the Common Elements, Units and/or property of other Unit Owner, including the right to check that the water supply has been shut off and water heaters are disconnected in vacant Units. Such inspections are for the sole purpose of preventing damage in the Condominium that may require the Association intervention or coverage by the Association's insurance, and are not intended to transfer an Owner's maintenance, repair or replacement obligations to the Association. Further, in no event shall the Association be held liable for failing to take action to prevent damage in a Unit, or to notify the Owner of the results of inspection. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect of the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. Reasonable notice must be given when Unit is occupied except for emergency situations. The Association may retain a pass-key to all Units. If it does, no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association. If the Association is not given a key, the Unit Owner shall pay all costs incurred by the Association in gaining entrance to the Unit, as well as all damage to his Unit caused by gaining entrance thereto, and all damage resulting from delay in gaining entrance to his Unit caused by the non-availability of a key.

CERTIFICATE OF AMENDMENT

The undersigned officer of the LONGBOAT HARBOUR OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the DECLARATION was approved and adopted by the requisite number of owners in the community. The undersigned further certifies that these amendments were adopted in accordance with the ASSOCIATION's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the ASSOCIATION has executed this instrument this 24th day of February, 2016.

LONGBOAT HARBOUR OWNERS ASSOCIATION, INC.

Witnesses to President's signature

Signed by: Robert Winter
Robert Winter, as President

Signed: Cesar O. Cantu
Print Name: Cesar Ovid Cantu

Signed: Stevan C. Kirk
Print Name: STEVAN C. KIRK

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 24th day of February, 2016 by Robert Winter, as President of the Longboat Harbour Owners Association, Inc. He is personally known to me or has produced _____ as identification.

Michele F. Andrews
Notary Public, State of Florida

