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CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
BAYVIEW EAST, a condominium

LEMON BAY VIEW EAST CONDOMINIUM ASSOCIATION, INC., its address being c/o Antares Group, Inc., P.O. Box 8065, North Port, FL 34287, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of Bay View East, a condominium, is recorded in O.R. Book 668, page 1266, et seq., as amended, 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 22nd day of February, 2004, and approved by affirmative vote of not less than 51% of the total units in the condominium, as required by the Declaration of Condominium.

1. Article 5, Common Elements, Expenses and Surplus, the third paragraph, is hereby amended to read as follows:

Automobile Parking: Covered parking areas for the condominium are set forth in the condominium plat, Exhibit I. These covered parking areas will be marked from time to time by the Association so that there will be not less than 20 covered parking spaces. The right to use one covered parking space is granted to each unit, but the particular covered parking space to be so used shall be designated by the Association from time to time; provided that no change in the designation of covered parking spaces shall be made without the consent of the owner of the unit to whom the covered parking space was assigned. ~~Developer, for itself and on behalf of the Association, reserves the right to initially assign covered parking spaces to the unit owners as the units are purchased.~~

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2. Article 7, Amendment, is hereby amended to read as follows:

7. AMENDMENT: The Declaration may be amended at any time prior to January 1, 1983, by affirmative vote of the owners of not less than fifty one percent (51%) of the units and the written consent of the Developer. After that date, the Declaration may be amended by affirmative vote of the owners of not less than fifty one percent (51%) of the units. This Declaration shall be amended as follows:

7.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to considered.

7.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than twenty percent (20%) of the voting interests of the Association. After such proposal, membership approval of a proposed amendment must be by not less than fifty one percent (51%) of the total voting interests of the Association.

7.3 Execution and Recording. A copy of each amendment shall be attached to a certificate to certify that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by the President or Vice-President and attested to by the Secretary or Assistant Secretary of the Association, with all the formalities of a deed. The amendment shall be effective when the certificate with attached copy of the amendment is recorded in the Public Records of Charlotte County, Florida.

3. Article 8, Maintenance and Repair by Unit Owner, is hereby amended to read as follows:

8. MAINTENANCE AND REPAIR BY UNIT OWNER: The owners of each unit shall maintain, repair and replace at their expense, all portions of their unit. All unit owners shall provide the Association with written notice prior to remodeling the unit's interior. and All owners of units located above the second floor shall keep all floors in their units, except bathrooms, kitchens, entrance halls and outside areas, covered with wall to wall carpeting or with other floor coverings that in the opinion of the Association will not transmit sound. Surfaces which face outward from the inside of a unit, for example, screens, windows, outside doors, even though a part of the unit and are to be maintained and repaired by the owner of the unit, and shall be maintained and repaired of in the same style, color and materials as originally constructed by the Developer, unless the Association authorizes a uniform change. The Association may repair and maintain such outside surfaces on a uniform basis as a

common expense, or on a unit by unit basis at the expense of the particular unit benefitted.

Repair and maintenance of the common elements is the responsibility of the Association. No unit owner shall make any alteration, redecoration or change in appearance of any common elements, including by way of clarification, any portion of the exterior of the building, the interior public halls, or any other public areas, except upon the Association's prior written approval, which approval may be withheld at the discretion of the Board of Directors.

4. Article 11, Covenants and Restrictions Concerning the Use of Units, paragraph (d), is hereby amended to read as follows:

11. COVENANTS AND RESTRICTIONS CONCERNING THE USE OF UNITS: The following covenants and restrictions shall apply to and bind the Condominium, Condominium property, unit and unit owners, to-wit:

(d) Each condominium unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted or conducted therein. ~~This prohibition does not, except for units used, apply to use by Developer of his units for models, sales offices, construction offices, storage or related use.~~

5. Article 11, Covenants and Restrictions Concerning the Use of Units, paragraph (h), is hereby amended to read as follows:

(h) Each unit owner, lessee or occupant shall maintain at all times in good condition and repair their unit, including partitions, kitchen cabinets and appliances, bathroom fixtures, heat and air conditioning systems, water heaters, screens, glass, interior walls, floors, ceilings, doors, outside doors, windows, water, electric and plumbing systems. The phrase, electric system, in this paragraph shall be construed as referring to those items of electrical conduit, wire, switches, fixtures and equipment located within the unit or on the unit side of the electric meter servicing said unit. The phrase, plumbing system, in this paragraph shall be construed to mean all fixtures and all plumbing items from the trunk line connection to the unit or in the unit itself. Any drywall removed while remodeling or repairing portions of the unit or common element shall be promptly replaced.

6. Article 11, Covenants and Restrictions Concerning the Use of Units, paragraph (i), is hereby amended to read as follows:

(i) No television antennas, air conditioners, aerials, wires, structures of any sort shall be erected, constructed or maintained on the exterior of the building, except for those structures that are a part of the original construction or like replacements. ~~A licensed amateur radio operator may erect a vertical or a wire antenna.~~

7. Article 11, Covenants and Restrictions Concerning the Use of Units, paragraph (n), is hereby amended to read as follows:

(n) No signs of any type shall be maintained, kept or permitted by anyone on any part of the common elements, or in or on any unit where the same may be viewed from the common elements or the street. ~~Advertising signs of Developer are not subject to this prohibition. Each unit owner may maintain, on the common element bulletin board, one sign, no larger than three inches (3") by five inches (5"), for the sole purpose of either leasing or selling his unit or his personal property.~~

8. Article 11, Covenants and Restrictions Concerning the Use of Units, paragraph (p), Minors, is hereby amended to read as follows:

(p) ~~MINORS. No persons under the age of eighteen (18) years shall be permitted to reside in any of the units, with the exception that unit owners (not renters) may have persons under the age of eighteen (18) years as visitors for a length of time not to exceed thirty (30) days within any consecutive twelve (12) month period and providing that such minor persons adhere to all Condominium Rules and Regulations. HOUSING FOR OLDER PERSONS. This is a housing facility for older persons. Pursuant to the exemption to the Federal Fair Housing Amendment Act of 1988, at least 80% of the units shall be occupied by at least one (1) person 55 years of age or older. However, at the discretion of the Board of Directors up to 20% of the units in the Association may be occupied by persons between the ages of 18 and 54. The Board of Directors shall have the authority to adopt reasonable rules and regulations to enforce this amendment, including, but not limited to, the right to require potential occupants to provide proof of their age upon Board request. The Board of Directors reserves the right to deny occupancy to any person where such occupancy would cause the Association not to qualify as housing for older persons under the Federal law.~~

No person under the age of 18 years shall be permitted to occupy a Dwelling Unit for more than ninety days cumulative during any calendar year. The Board shall have the specific authority to extend the permitted occupancy of a Dwelling Unit by a minor person

up to one year from the date of commencement thereof, if the Board determines that such occupancy is reasonably unavoidable.

9. Article 12, Restrictions on Transfer of Units, the introductory paragraph and paragraphs (h) and (j), are hereby amended to read as follows:

12. RESTRICTIONS ON TRANSFER OF UNITS: Except ~~for sale or leasing by Developer, his agent, broker or assigns, n~~o condominium unit shall be sold or leased without the prior written approval of the Association. The consent of the Association shall be given or withheld based upon the determination by the Association of the ability of the proposed lessee or grantee to meet the financial obligations imposed upon each unit owner by the Association and the ability of the proposed transferee to fit within the moral and social community of the condominium. Applications for approval of all transfers shall be as follows:

(h) These requirements of approval of a transfer by the Association shall not apply to a transfer to or purchase by a bank, life insurance company, credit union, savings and loan association, or purchase money mortgagee or his assigns. The requirements of approval of a transfer by the Association shall not apply to a transfer, sale or lease by a bank, life insurance company, credit union, savings and loan association, or purchase money mortgagee or his assigns or to a purchaser who acquires title at a duly advertised public sale.

~~(j) The limitation, restrictions and need for approval does not apply to a sale, lease, mortgage or other transfer by the Developer.~~

10. Article 13, Rights of the Developer, is hereby deleted in its entirety.

~~13. RIGHTS OF THE DEVELOPER: Developer reserves unto itself, its successors and assigns the right to appoint, elect and to fill vacancies in the Board of Administration of the Association until such time as the unit owners are entitled to elect a majority of the members of the Board of Administration as provided by the Condominium Statute.~~

~~(a) Developer reserves unto itself, its successors and assigns the right to manage the Association and condominium property until such time as the unit owners are entitled by law to cancel Developer's right to manage the affairs of the Condominium and the Association, or the Developer elects to terminate its right to manage the Condominium and the Association. Developer may assign its right to manage the condominium to others. In such case, a copy of the assignment and management contract will be added to the~~

~~condominium documents furnished to the purchaser.~~

~~(b) Developer elects the option provided in Florida Statute 718.116(8)(b) and guarantees each purchaser of a condominium unit that the assessment for common expenses of the condominium will not increase over the sum of \$95.00 per month. This sum is payable quarterly, in advance, prorated from the date of closing, and subject to the condominium documents and statute as to interest, costs, and collection. Developer guarantees this payment until such time as the unit owners are entitled by law to manage the affairs of the condominium, or the Developer elects to terminate this guaranteed payment.~~

~~Developer will maintain and operate the condominium, pay all common expenses, and shall not be liable or account for the use of the assessment proceeds. Services to be furnished by Developer shall include:~~

~~(1) Normal maintenance and repair of the common elements, which include lawns, grounds, swimming pool, roads, parking spaces and walkways.~~

~~(2) Normal maintenance and repair of the swimming pool and of the outside walls and outer doors of all buildings.~~

~~(3) Garbage and trash removal.~~

~~(4) Water for the common areas and the units.~~

~~(5) Expenses of operating and maintaining the waste water treatment plant.~~

~~(6) Electricity for the common areas.~~

~~(7) Insurance coverage as set forth in Paragraph 9 of this Declaration of Condominium.~~

~~(8) All professional services including management, legal, accounting and office supplies.~~

~~The Developer's obligation to provide services to the unit owners shall begin with the day of the first closing of the sale of a unit in the condominium and will terminate 90 days after notice of termination is given by either party to the other.~~

~~Upon termination of Developer's obligation, the unit owners, through the Association, shall determine the services and benefits and the assessments due from each unit. The procedure to be followed to determine, assess and collect for the common expenses is set forth in detail in the condominium documents and statute.~~

~~(c) Developer reserves the right and easement to keep, maintain and use upon the~~

~~Condominium property, offices, models, signs, advertising, and parking areas for the Developer's personnel and customers, which rights shall continue until January 1, 1985. The models, offices, signs, advertising and parking may be used by the Developer and its assigns for any lawful business purpose including, by way of description and not limitation, the sales and rentals of units in this condominium and other condominiums and property of the Developer, administration of the Condominium property, the conduct of the affairs of the Association, and such other lawful businesses as the Developer may pursue.~~

~~Developer, for itself, its assigns, agents, employees and subcontractors, reserves, and shall have, easements throughout the Condominium property, as Developer shall determine to be reasonably required, in order to complete the construction of all the Condominium units and the common elements, for the purpose of making sales, conducting sales campaigns and promotions for the sale and rental of units in the Condominium.~~

~~These rights reserved to Developer may be exercised by it, its agents or employees.~~

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 30th day of March, 2004.

ATTEST:

LEMON BAY VIEW EAST CONDOMINIUM
ASSOCIATION, INC.

By: Janet W. Niles
Secretary

By: Bruce V. Richardson
President

WITNESSES:

Elsie Hudson
D. J. Adams

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 BRUCE RICHARDSON, as President and LOWANNA HALE, as Secretary, of LEMON BY VIEW EAST CONDOMINIUM ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the 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 30th day of MARCH, 2004.

Cynthia C. Barber
Printed Name of Notary:
CYNTHIA C. BARBER
Notary Public
Commission # 03.02.07

My Commission Expires:

