

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
THE HERON AT THE SANCTUARY III, A CONDOMINIUM**

THE UNDERSIGNED, being duly elected and acting President and Secretary of **THE HERON AT THE SANCTUARY III CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that the amendment set forth below was approved, as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted. The amendment was approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium of The Heron at The Sanctuary III, originally recorded in Official Records Book 3030, Page 2832, *et seq.*, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

The following amendment was approved by the affirmative vote of at least sixty-seven percent (67%) of the Condominium Unit Owners at a duly noticed annual meeting of the Association:

RESOLVED: That the Declaration of Condominium of The Heron at The Sanctuary III be and hereby is amended, and the Amendment to the Declaration of Condominium of The Heron at The Sanctuary III is adopted in the form attached hereto as **Exhibit "A"** and made a part hereof; and

RESOLVED: That the Officers and Directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of public record, together with a Certificate of Amendment.

Dated this 14th day of March, 2014.

WITNESSES (2):

Sign: _____
Print: John M. Murphy

Sign: Elizabeth Rumbarger
Print: Elizabeth Rumbarger

**THE HERON AT THE SANCTUARY III
CONDOMINIUM ASSOCIATION, INC.**

Sign: Goulding Lambert
Print: GOULDING LAMBERT
Title: President

WITNESSES (2):

ATTEST:

Sign: [Signature]
Print: John M. Weiprey

Sign: [Signature]
Print: Mae O'Kipney
Title: Secretary

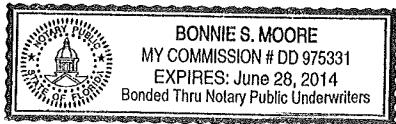
Sign: [Signature]
Print: Goulding Lambert

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of March, 2014, by Goulding Lambert, President of The Heron at The Sanctuary III Condominium Association, Inc., who (check one): is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)

Notary Public – State of Florida



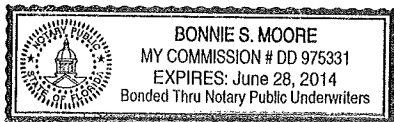
Sign: [Signature]
Print: Bonnie S. Moore
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of March, 2014, by mae O'Kipney, Secretary of The Heron at The Sanctuary III Condominium Association, Inc. who (check one): is personally known to me OR _____ produced _____ as identification.

(Notary Seal/Stamp)

Notary Public – State of Florida



Sign: [Signature]
Print: Bonnie S. Moore
My Commission Expires: _____

EXHIBIT "A"

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
OF
THE HERON AT THE SANCTUARY III, A CONDOMINIUM

The Declaration of The Heron at The Sanctuary III, a Condominium, shall be amended as follows (otherwise, all other provisions shall remain the same):

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

17. MAINTENANCE. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

Section (a) and Sub-Sections (1) through (5) remain unchanged.

(b) By the Condominium Unit Owner. Each Condominium Unit Owner shall operate, maintain, repair and replace, at the Condominium Unit Owner's expense:

Sub-Sections (1) through (5) remain unchanged.

(6) In connection with the maintenance, repair and replacement obligations of the Unit Owner, the Unit Owner shall also have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement that requires any of the following:

(A) Changes or alterations to the physical appearance of the Condominium Property;

(B) Excavation;

(C) Access to building roofs;

(D) Removal or modification of any interior partitions or walls, whether load bearing or not;

(E) Relocation of plumbing or electrical lines or fixtures;

(F) The use of heavy or noisy equipment; and

(G) Such other actions as may cause concern for the peace and safety of the Condominium and its residents or the aesthetics of the Condominium Property.

(6.1) The Association may condition such approval on criteria as the Board of Directors deems reasonable, including but not limited to, the following:

- (A) Use of licensed and insured contractors;
- (B) Right (but not the duty of) oversight by the Association or its agent;
- (C) The Unit Owner submitting plans as to the scope of the contemplated repair;
- (D) Restrictions as to hours of work;
- (E) Restrictions regarding equipment parked or stored on the Condominium Property during construction. Any construction equipment if permitted to be stored or parked on Condominium Property must fit and be parked in a parking space designated by the Board of Directors.
- (F) Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed. Specifically, contractors engaged by Unit Owners must arrange for disposal of their trash and debris offsite and must not deposit it in any dumpster or trash receptacle situated in the Condominium.

(6.2) Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, and shall include, but not be limited to, activities involving the following:

- (A) Activities involving the use of power equipment, such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board;
- (B) Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board;
- (C) Activities rendering the Unit uninhabitable during the performance of the work;

(D) Activities requiring the storage of materials or equipment on the premises outside of the Unit;

(E) Activities involving the presence of work crews or significant numbers of workers, as determined by the Board;

(F) Activities requiring the use of scaffolding, booms, or other forms of exterior access.

(6.3) Extensive remodeling work or heavy construction activity is prohibited from October 1st to April 30th. The Board may waive the prohibition against such work being done in these months in the case of an emergency or in *de minimus* cases or hardship situations, as determined by the Board, and may permit the temporary staging of scaffolding for maintenance and repair of hurricane shutters.

(6.4) The Unit Owners shall be responsible for any damage to Condominium Property caused by their contractor.

(6.5) Nothing shall preclude the Association from acting as the Unit Owner's agent and obtaining the services of contractors to perform Unit Owner maintenance responsibilities that the Unit Owner has failed or refused to perform, whereupon the Association may proceed on its own with or without the Unit Owner's consent, as the Board reasonably deems necessary.