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CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
OF
THE HERON AT THE SANCTUARY, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 10th day of February 2016. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 2609, Page 648 *et seq.*, of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article 2 and Section 17(b)(4), Declaration of Condominium

2. **DEFINITIONS.** For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of THE HERON AT THE SANCTUARY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(Section (a) through (f) Remain Unchanged)

(g) **Charge.** Shall mean any legal or equitable indebtedness of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by this Declaration.

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(Current Section (g) through Section (u) Renumbered as Section (h) through Section (v), but
Otherwise Remains Unchanged, Except as Indicated Below)

(w) Lien for Charges. Shall mean a lien which is recorded to secure a Charge. A
Lien for Charges shall be of equal priority and dignity to and may be foreclosed in the same
manner as a lien securing assessments for Common Expenses. Charges shall include the recovery
of interest, late fees and attorneys' fees, in the same manner as the lien for Common Expenses.

(Current Section (v) through Section (aa) Renumbered as Section (x) through Section (cc), but
Otherwise Remains Unchanged)

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

(Section (a) Remains Unchanged)

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

(Subsection (1) through Subsection (3) Remain Unchanged)

(4) Within the owner's Condominium Unit, all cabinets, carpeting, and other
floor coverings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any,
compactors, if any, 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 Condominium Unit, as well as all personal property of the
Condominium Unit Owner.

a. Unit Owners must maintain all equipment and appliances within
their Unit in first class condition and working order in a manner so as to prevent foreseeable and
reasonably preventable damage to other Owners' Units, the Common Elements or the personal
property in any Unit or the Common Elements. This specifically includes the replacement of hot
water heaters no less frequently than every 7 years, so as not to adversely affect any other Unit or
Condominium Property. All Unit Owners are responsible for effective compliance with this
Section's obligation, and must provide the Association when requested with confirmation of the
condition and age of their hot water heaters and permit the Association's inspection. The
Association's statutory right and the rights under this Declaration to access Units shall include
specifically the right to enter any Unit to verify compliance and the right (but not the obligation)
to replace, at the Unit Owner's expense, any non-conforming hot water heater.

b. The Association will endeavor to maintain a record of the number
of years of installation of the hot water heaters in all Units, and advise Unit Owners when the
years of service of their hot water heater exceeds 7 years. This shall not relieve the Unit Owner's
obligation from complying with Subparagraph (a), above. If any Unit Owner does not provide
the Association with proof of replacement within 120 days of any such notice to remove an old
hot water heater, the Association, using its best efforts to secure a replacement unit of

substantially the same size and characteristics, may, after obtaining a reliable and detailed estimate of the cost of replacement of the hot water heater (including its installation, re-plumbing and the disposal of the old hot water heater), proceed to cause the replacement at the Unit Owner's expense.

c. In the event the Association replaces a hot water heater, the costs it incurs plus an administrative fee of 20% shall be borne by the Unit Owner, shall be secured by a Lien for Charges.

d. Unit Owners are financially responsible and liable for any damage caused to the Common Elements or to other Units (including personal property of other Unit Owners) from malfunctioning hot water heaters, regardless of its age in service and/or whether replaced by the Association, and the Association shall have no liability whatsoever for any hot water heater it has installed.

(Remainder of Article 17 Remains Unchanged, Except as Indicated Below)

Amendment No. 2: Section 17(b)(7) (NEW) and Article 18, Declaration of Condominium

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

(Section (a) Remains Unchanged)

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

(Subsection (1) through Subsection (6) Remain Unchanged, Except as Indicated Above)

(7) Unit Owner Obligations In Connection with Maintenance, Repair and Replacement.

a. In connection with his maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; 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, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed (including by the City of Sanibel) and fully insured, and that the Owner will be financially responsible for any

resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;

- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

b. Unit Owners may not engage in "extensive" remodeling work or "heavy" construction activity, except with prior approval of the Board of Directors, and then, only between May 15 through October 15, inclusive. "Extensive" remodeling and "heavy" construction shall be as defined by the Board of Directors from time to time, but, whether so defined or not, shall include, but not be limited to, activities involving the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board.
- 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.
- Activities rendering the Unit uninhabitable during the performance of the work,
- Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

c. The Board may waive the prohibition against such work being done between October 16 through May 14 in the case of an emergency, in de minimus cases, or in hardship situations, as determined by the Board, and may permit the temporary staging of scaffolding and other work required for installation or maintenance and repair of hurricane shutters or other hurricane protection.

(Remainder of Article 17 Remains Unchanged)

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~~18. ENFORCEMENT OF MAINTENANCE. In the event a Condominium Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Paragraph 17 above, the Association or any other Condominium Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory nonbinding arbitration, as more specifically set forth in the Arbitration Rules of Procedure promulgated by the Division.~~

In the event the Association fails to comply with the terms and conditions of this Declaration or the Articles of Incorporation and Bylaws of the Association, any Condominium Unit Owner or Institutional Mortgagee holding a first mortgage may apply to a court of competent jurisdiction for the appointment of a receiver for the purpose of carrying out the terms and conditions required to be performed by the Association. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by this Declaration, or as may be required to comply with law, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Common Elements (including Limited Common Elements) and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation. In the event the Association performs the work, the Unit Owner shall be charged for the costs of such work, plus an administrative fee of 20% of the cost of the work performed by or at the direction of the Association, all of which shall be secured by a Lien for Charges.

Amendment No. 3: Section 2(t), Section 6, Section 7(i), Section 8, Section 13(b), Section 14(c), Section 14(e), Section 16(j), Section 23(v), Section 24 and Section 29, Declaration of Condominium

2. **DEFINITIONS.** For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of THE HERON AT THE SANCTUARY CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(Section (a) through Section (s) Remain Unchanged, Except as Indicated Above)

~~—— (t) — Developer. A person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a condominium or cooperative unit who has acquired his unit for his own occupancy, nor does it~~

~~include a cooperative association which creates a condominium by conversion of an existing residential cooperative after control of the Association has been transferred to the unit owners if, following the conversion, the unit owners will be the same persons who were unit owners of the cooperative and no units are offered for sale or lease to the public as part of the plan of conversion.~~

(Current Section (u) through Section (aa) Renumbered as Section (t) through Section (z) as Appropriate, but Otherwise Remainder of Article 2 Remains Unchanged)

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~~6. — CHANGE IN PLANS AND SPECIFICATIONS. The Developer is hereby authorized to make changes in the plans and specifications and construction methods and materials during the construction of improvements on the land described on Exhibit A attached hereto, so long as such changes do not materially and adversely affect the Condominium Property and so long as such changes do not conflict with other provisions of this Declaration or the Condominium Act. [DELETED - ARTICLE 6 INTENTIONALLY LEFT BLANK.]~~

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7. **EASEMENTS AND RIGHTS OF ACCESS.** Each of the following easements is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(Section (a) through (h) Remain Unchanged)

~~(i) **Developers Ingress and Egress and Utility Purposes.** In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the property described in Exhibit A, their guests and invitees, their mortgagees, successors and assigns, expressly reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the property described in Exhibit A.~~

(Current Section (j) and Section (k) Renumbered as Section (i) and Section (j) as Appropriate, but Otherwise Remainder of Article 7 Remains Unchanged)

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~~8. — DEVELOPERS UNITS AND PRIVILEGES. The Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Condominium Units to any person approved by it, subject to the terms of Paragraph 21. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect signs, place employees in the office, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it~~

~~owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs, and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Owner thereof, under the same terms and conditions as other Owners, save for this right to sell, rent or lease as contained in this paragraph. [DELETED - ARTICLE 8 INTENTIONALLY LEFT BLANK.]~~

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13. MEMBERSHIP IN THE ASSOCIATION.

(Section (a) Remains Unchanged)

~~(b) The Developer and all All persons hereinafter owning an interest in the Condominium Units, whose interest is evidenced by the recordation of a proper instrument in the Public Records of Lee County, Florida, shall automatically be members of the Association and such membership shall automatically terminate when such persons have divested themselves of such interest.~~

(Remainder of Article 13 Remains Unchanged)

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14. AMENDMENT OF DECLARATION.

(Section (a) and Section (b) Remain Unchanged)

~~(c) The Developer, during the time it is in control of the Board of Directors of the Association may amend this Declaration or the Articles or the Bylaws of the Association to correct an omission or an error, or to effect any other amendment, except that this procedure for amendment cannot be used if such amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Condominium Unit Owners unless the affected Condominium Unit Owners consent in writing to such amendment. The execution and recording of any amendment by the Developer pursuant to this paragraph 14(c) shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Condominium Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.~~

~~(d) (c) Notwithstanding the foregoing, no amendment shall materially alter or modify the appurtenances to any Condominium Unit, nor change the proportion or percentage by which the Owner of the Condominium Unit shares the Common Expenses and owns the Common Surplus, unless the record Owner(s) thereof and all record owners of mortgages or other liens thereupon shall join in the execution of the amendment to the Declaration which in any way relates to a change in the percentage of ownership in the Common Elements or sharing of Common Expenses as it pertains to each Condominium Unit owner and/or Condominium Unit.~~

(e) (d) Notwithstanding any provision of this Declaration to the contrary, mortgagee consent shall not be required for any amendment to this Declaration unless such amendment materially affects the rights and interests of any mortgagee, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and no mortgagee shall unreasonably withhold its consent to any proposed amendment. Except for amendments to this Declaration changing the configuration or size of any Condominium Unit in any material fashion, materially altering or modifying the appurtenances to any Condominium Unit, or changing the proportion or percentage by which the owner of any Condominium Unit shares the Common Expenses and owns any Common Surplus and except for any amendments to this Declaration permitting time-share estates, amendment to this Declaration shall be presumed not to materially affect the rights or interests of mortgagees. In the event that mortgagee consent to any amendment to this Declaration is provided other than by a properly recorded joinder, such consent shall be evidenced by an affidavit of an officer of the Association recorded in the Public Records of Lee County, Florida. This Paragraph may not be amended without the consent of the Developer and all of the mortgagees of Condominium Units.

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16. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.

(Section (a) through Section (i) Remain Unchanged)

~~(j) The Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the budget for the Condominium since the Developer guarantees to each Condominium Unit Owner that assessment of Common Expenses of the Condominium imposed upon the Condominium Unit Owner other than the Developer will not exceed Four Hundred Forty Nine and 00/100 Dollars (\$449.00) per Unit per month or Five Thousand Three Hundred Eighty Six and 00/100 Dollars (\$5,386.00) per Unit per year for the period commencing with the recording of this Declaration and continuing until the expiration of twenty four (24) months from the date of such recordation of this Declaration or until the Developer turns over the control of the Association to Condominium Unit Owners other than the Developer, whichever occurs sooner. During such period, the Developer will pay to the Association that amount of Common Expenses incurred during such period to the extent in excess of that portion of Common Expenses assessed against other Condominium Unit Owners in accordance with this Declaration, as may be limited above in this Subparagraph 16(j).~~

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23. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration, every owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(Section (a) through Section (u) Remain Unchanged)

(v) No ceramic tiles or wood floors which are not supplied by the Developer may be installed in a Condominium Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

(Remainder of Article 23 Remains Unchanged)

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~~24. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD. During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit A hereto, the Developer, its successors or assigns expressly reserve the following rights:~~

~~(a) The right to prohibit access to any uncompleted Buildings to any of the residents of the Condominium, while such uncompleted Buildings are under construction and development. No Condominium Unit Owner or his guests or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Condominium Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.~~

~~(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer, its successors or assigns, or any Limited Common Element appurtenant thereto. [DELETED - ARTICLE 24 INTENTIONALLY LEFT BLANK.]~~

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~~29. THE SANCTUARY GOLF CLUB. Each Condominium Unit Owner has the option to purchase, at the time the Unit Owner enters into a contract to purchase the Condominium Unit, an equity membership in The Sanctuary Golf Club (the "Golf Club"). The membership certificate in the Golf Club shall be retained by the Golf Club until the Owner concludes the purchase of the Unit, as evidenced by the deliver)' of a deed to the Unit to the Owner when and as required by such purchase contract, as same may be amended from time to time. Should the Unit Owner not conclude the purchase of the Unit as evidenced by delivery of such deed, then~~

