

This instrument prepared by:
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**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
SAYANA OF SANIBEL, A CONDOMINIUM
AND THE
BYLAWS OF SAYANA OF SANIBEL, INC.**

THE UNDERSIGNED, being duly elected and acting President of **SAYANA OF SANIBEL, INC.**, a Florida corporation not-for-profit, do hereby certify that all the resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium of Sayana of Sanibel Condominium and the Bylaws of Sayana of Sanibel, Inc., as recorded at Official Records Book 1243, Page 1883 et seq., and as may have been subsequently amended, in the Public Records of Lee County, Florida.

1. The following resolutions were approved by at least two-thirds (2/3) of the entire voting interests of the Association:

RESOLVED: That the Declaration of Condominium of Sayana of Sanibel Condominium be and is hereby amended, and the Amendment to the Declaration of Condominium of Sayana of Sanibel Condominium 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.

2. The following resolutions were approved by at least two-thirds (2/3) of the voting interests present, in person or by proxy, and voting at a duly called meeting of the Association:

RESOLVED: That the Bylaws of Sayana of Sanibel, Inc. be and is hereby amended, and the Amendment to the Bylaws of Sayana of Sanibel, Inc. is adopted in the form attached hereto as **Exhibit "B"**, 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 23RD day of FEBRUARY, 2012.

WITNESS #1:

Steven Perkins
Steven Perkins
Printed Name of Witness

SAYANA OF SANIBEL, INC.

By: *H. William Walter*
Print Name: H. William Walter
Title: President

WITNESS #2:

Karyl J. Olson
KARYL J. OLSON
Printed Name of Witness

STATE OF ~~FLORIDA~~ MINNESOTA)
COUNTY OF ~~LEE~~ HENNEPIN)

The foregoing instrument was acknowledged before me this 23RD day of FEBRUARY, 2012, by H. WILLIAM WALTER, President of The Sayana of Sanibel, Inc., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did not take an oath.

Karyl Jean Olson
Notary Public

KARYL JEAN OLSON
Printed Name of Notary

(SEAL)

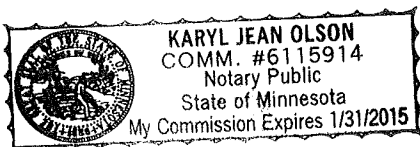


EXHIBIT "A"
AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
SAYANA OF SANIBEL, A CONDOMINIUM

The Declaration of Condominium of Sayana, a Condominium ("Declaration") shall be amended as follows (otherwise, all other provisions shall remain the same):

(NOTE: Underlined language is added and ~~cross-through~~ language is deleted).

1. Article VIII of the Declaration shall be amended, and a new section 8 shall be added as follows:

8. Pets. Except as provided under the rules and regulations promulgated by the Association from time to time, a Unit Owner and/or resident shall not keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium property. No Unit Owner is permitted to keep a domestic pet in his or her Unit either temporarily or permanently without the prior written permission of the Board. A Unit Owner may receive permission to keep one (1) dog, not to exceed thirty (30) pounds, in the Unit while the Unit Owner is present. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances will any whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Mastiff, Rottweiler, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No other pets of any kind, including cats, are permitted. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to

designate any such area. A Unit Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Unit Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium property. If a dog or any other animal becomes obnoxious to other Unit Owners by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium property. All pets shall be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

EXHIBIT "B"
AMENDMENT
TO THE
BYLAWS OF SAYANA OF SANIBEL, INC.

The Bylaws of Sayana of Sanibel, Inc. ("Bylaws") shall be amended as follows (otherwise, all other provisions shall remain the same):

(NOTE: Underlined language is added and ~~cross through~~ language is deleted).

1. **Article IX of the Bylaws shall be deleted in its entirety as follows:**
2. ~~Pets. No pets or animals shall be allowed to be kept in the condominium.~~

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