

CERTIFICATE OF AMENDMENT

AMENDMENT TO THE  
DECLARATION OF CONDOMINIUM OF

SANIBEL HARBOUR YACHT CLUB, A CONDOMINIUM

THE UNDERSIGNED, being the duly elected and acting President of Sanibel Harbour Yacht Club Condominium Association, Inc., a Florida not-for profit corporation (the "Association"), does hereby certify that the following amendments to the **Declaration of Condominium of Sanibel Harbour Yacht Club, A Condominium (the "Declaration")** were adopted by the written consent of the necessary voting interest pursuant to section 14(1)(c) of the Declaration. The legal description of the Lee County, Florida real property subject to these amended restrictions is set forth in the original Declaration of Condominium of Sanibel Harbour Yacht Club, A Condominium, referenced herein.

The Declarant executed and recorded that certain Declaration of Condominium of Sanibel Harbour Yacht Club Condominium Association, Inc., a Condominium as recorded on April 6, 2006 at Instrument Number 2006000142556, as amended by the First Amendment to the Declaration recorded on November 3, 2006 at Instrument Number 2006000418280, as further amended by the Second Amendment to the Declaration recorded on March 13, 2007 at Instrument Number 2007000081679, as further amended by the Third Amendment to the Declaration recorded on June 12, 2007 at Instrument Number 200700196840, as further amended by that certain Fourth Amendment to the Declaration recorded on July 24, 2007 at Instrument Number 2007000230728, as further amended by that certain Fifth Amendment to the Declaration recorded on November 16, 2010 at Instrument Number 2010000284052, as amended by that certain Sixth Amendment to the Declaration recorded on June 4, 2012 at Instrument Number 2012000123310, and further amended by that certain Amendment to the Declaration recorded on September 27, 2012 at Instrument Number 2012000212048, all in the Public Records of Lee County, Florida (the "Declaration"); and

*Additions indicated by underlining.*

*Deletions indicated by ~~striking through~~.*

**Article 3, Section 2 of the Association's Declaration of Condominium is hereby amended and states as follows:**

Section 2. **MODIFICATIONS AND ALTERATIONS.** No Unit Owner shall make any addition, alteration or improvement in or to the Unit Owner's Unit or any Common Element or Limited Common Element, without, in each instance, the plans, specifications and location of the same shall have been submitted to, and approved in writing by ~~prior written consent~~ of the Board of Directors, which may be withheld in the sole discretion of the Board of

Directors, and shall, if approved, be subject to terms and conditions determined by the Board of Directors in its sole discretion; provided however, that the foregoing shall not apply to the interior of any Commercial Space Unit, to the exterior doors and signage for any Commercial Space Unit, and the Limited Common Elements appurtenant to any Commercial Space Unit. To comply with this requirement, the Slip Owner must provide the Board with at least one (1) complete set of all plans and specifications of any improvement, structure of any kind or any other work which in any way alters the appearance or use of any structure or the Slip and any other information reasonably necessary to completely evaluate a proposed structure or alteration in accordance with this Declaration and applicable architectural criteria. All changes, alterations or modifications to an approved plan must also be approved pursuant to these same requirements. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, ~~the Developer~~ and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Board. The Board's right of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association and the Board may adopt procedures for the inspection of approved changes during and after construction to insure conformity with the approved plans. Neither the ~~Developer~~, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Unit Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Unit Owner, by acquiring title to same, agrees not to seek damages from the ~~Developer and/or the Association~~ arising out of the Board's review of any plans hereunder. Without limiting the generality of the foregoing, the Board shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Unit Owner (including the Unit Owner's successors and assigns) agrees to indemnify and hold the ~~Developer and the Association~~ harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Board hereunder. All additions, alterations and improvements proposed to be made by any Unit Owner shall be subject to, and restricted by, the terms and conditions of this Declaration.

**Article 8, Section 1 of the Association's Declaration of Condominium is hereby amended as follows:**


Section 1. **DUTY AND AUTHORITY TO OBTAIN.** The Association shall use its best efforts to obtain and maintain adequate insurance. All insurance purchased by the Association shall identify the name of the insured as the Association, singularly and as agent for the Unit Owners covered by the policy. The Association shall obtain multiple bids annually on all insurance policies providing coverage for the Association and may, but shall not be required to, appoint a committee which shall consist of at least three (3) persons, who shall be Members of the Association, to obtain bids and make recommendations to the Association. All members of said committee shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. The members of the committee shall receive no compensation for services other than reimbursement for actual expenses approved in advance by the Board of Directors incurred by them in the performance of their duties hereunder.

**Article 11, Section 4 of the Association's Declaration of Condominium is hereby amended as follows:**

Section 4. **COMMERCIAL ACTIVITIES WITHIN SLIPS.** Except as otherwise provided below, no drilling, mining, manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever shall be conducted or carried on upon any Slip or any part thereof, other than the leasing of Slips in accordance with the terms hereof. The foregoing shall not apply to ~~the sales or leasing activities of Developer nor~~ any lawful dredging operation ~~or designated commercial units, nor shall the foregoing prohibit or interfere with the right of Developer to utilize or lease Slips owned by Developer for commercial purposes.~~ Notwithstanding the foregoing, a Slip Owner may use his Slip for the purpose of a charter of a Vessel previously approved in writing by the Developer to be moored in the Slip in the same manner as all other Vessels, as well as for any other commercial purposes previously approved by the Developer provided that (i) no Vessel, boat or watercraft sales office shall be permitted on or within a Slip; (ii) the Developer has agreed to the charter or other commercial use of a Vessel prior to or in connection with the sale of the Slip by Developer and, in connection with such sale, recorded an instrument in the Public Records of Lee County, Florida, that in detail describes the permitted charter or other commercial use of the Slip; and (iii) such Slip Owner has provided the Developer with proof of insurance as required by Article 8, Section 10 hereof, as well as additional liability insurance relating to the Slip Owner's commercial operation as is satisfactory to the Developer, naming the Association and the Developer as an additional insured. Charter or other commercial use of a Slip shall be limited to the charter or other commercial use described in such recorded instrument. The Board of Directors shall be entitled, in its sole and absolute discretion, to determine what activities are considered "commercial activities." Any Slip Owner or authorized occupant using a Slip for commercial activity without the appropriate approval shall be subject to enforcement as provided for in this Declaration and the Association's Bylaws, which may include, but shall not be limited to, fines and/or suspensions.

(the remainder of the Declaration remains unchanged and in full force and effect)

SANIBEL HARBOUR YACHT CLUB  
CONDOMINIUM ASSOCIATION, INC.  
a Florida not-for-profit corporation



Witness

By: Peter Mazzagatti, President  
Peter Mazzagatti, President

F. J. M. A. S.

Printed Name of Witness

Erin Simonson

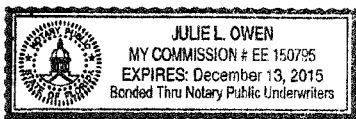
Witness

ERIN SIMONSON

Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF LEE

Sworn to and subscribed before me, an officer duly authorized in Lee County, Florida to take acknowledgments, by Peter Mazzagatti, President of Sanibel Harbour Yacht Club Condominium Association, Inc., to me personally known or identified by his drivers' license and who did take an oath, on this 8<sup>th</sup> day of May, 2014.



Julie L. Owen

Notary Public

Julie L. Owen

Printed name of Notary

My Commission Expires: