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Prepared by and return to:
R. Carlton Ward/tl
Richards, Gilkey, Fite,
Slaughter, Pratesi & Ward, P.A.
1253 Park Street
Clearwater, Florida 34616

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**CERTIFICATE OF FIRST AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
TARPON HIGHLAND AT LAKE TARPON SAIL & TENNIS CLUB I,
A CONDOMINIUM**

The undersigned hereby certifies that the hereinafter described amendment to the Declaration of Condominium of Tarpon Highlands at Lake Tarpon Sail & Tennis Club, I, a condominium, which Declaration was recorded in OR Book 11218, beginning at page 631, Public Records of Pinellas County, Florida on February 8, 2001, was duly approved as required by said Declaration at a meeting of the membership held October 29, 2003.

RECITALS

Article XXIII of the Declaration is hereby amended as follows:

XXIII

Maintenance, Alteration and Improvement

Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

Section 1. Units.

(a) By the Association. The Association shall maintain, repair and replace at the

Association's expense:

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TOTAL 24.00
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LAW OFFICES OF
RICHARDS, GILKEY, FITE,
SLAUGHTER, PRATESI
& WARD, P.A.
CLEARWATER, FLORIDA

(1) Except interior surfaces, all portions of a unit contributing to the support of the condominium building, which portions shall include but not be limited to load bearing columns, floors and walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services (i.e., electric powers, cold water and sewer disposal), and all such facilities contained within a unit which service part or parts of the condominium property other than the unit within which contained.

(2) All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.

(3) The Association shall periodically clean the exterior windows of units which are not accessible to the unit owner.

(b) By the unit owner. The responsibility of the owner shall be as follows:

(1) Except the portions of the unit to be maintained, repaired and replaced by the Association, the unit owner shall maintain, repair and replace at his expense all other portions of his unit, including all windows, screens and glass, doors and carpeting; all kitchen equipment, heating and air conditioning equipment, whether contained inside or outside a unit; hot water heater, together with electrical and plumbing elements associated thereto, and any other contents of the unit, including all non-supporting walls and partitions. Should any of the aforementioned items not be considered part of the unit as defined in Article XXII of this Declaration, then they are deemed to be limited common elements appurtenant to the unit concerned and shall be maintained, repaired and replaced by the unit owner. Any maintenance, repair work or replacement done by a unit owner to windows, screens, glass or exterior doors pursuant to this paragraph shall conform to the existing design, color and quality of material replaced or repaired.

(2) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, including, but not limited to, porches.

(3) To promptly report to the Association any defects or need for repairs if the responsibility for the remedying is that of the Association.

(c) Alteration and improvement. Except as elsewhere reserved to Developer, neither an owner nor the Association shall make any material modifications in the portions of any unit which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which would jeopardize the safety, soundness or architectural appearance of the condominium building and easement, without first obtaining approval in writing of owners of all units in which such work is to be done, the approval of seventy-five percent of the record owners of other units, and the approval of the Board of Directors of the Association.

Section 2. Common elements and limited common elements.

(a) By Association. Except as provided in Section 1(b)(1) above and in Section 2(b) below with respect to certain limited common elements, the maintenance and operation of the common elements and limited common elements shall be the responsibility and the expense of Association.

(b) Alteration and improvement. After the completion of the improvements included in the limited and common elements which are contemplated by this Declaration, there shall be no material alteration or substantial additions to the limited and common elements without prior approval of seventy-five percent of the record owners of all the units. Notwithstanding anything to the contrary contained above, if a unit owner desires to enclose a balcony, then approval need be obtained only from a majority of the Board of Directors of the Association. A copy of plans for all

of such work prepared by an architect licensed to practice in this State shall be filed with the Association. However, this Section shall not apply to repairs which are authorized to be made by the Association as reflected in Section 1, paragraph (a), hereof. Notwithstanding anything to the contrary contained above, if the owner of Unit 1501 or 1502 desires to construct a screened-in porch that adjoins the first floor of their unit, adjacent to the rear of their unit (south west), then approval need only be obtained from a majority of the Board of Directors of the Association. Approval from the Board of Directors shall be conditioned upon: (i) the screen porch not extending outside the boundary of an extension of a side perimeter boundary of each of said units, (ii) that the rear boundary of the porch not extend further than 20 feet from the then current rear perimeter boundary of the unit and (iii) each Unit 1501 and 1502 shall be required to have a screen porch added, identical to each other. An approved screen porch may not have a solid roof unless approved by the membership as required above for other alterations to the common elements. A copy of plans for construction of the screen porch shall be prepared by an architect licensed to practice in the state of Florida and submitted to the Association Board of Directors for review. Upon approval, said screen porch shall become a limited common element appurtenant to the unit to which it adjoins and the owner of the unit to which is appurtenant shall be responsible to maintain and repair said limited common element.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this amendment to the Declaration of Tarpon highlands at Lake
Tarpon Sail & Tennis Club I, a condominium is executed effective this 3rd of
November, 2003.

Signed and sealed in
the presence of:

TARPON HIGHLANDS AT LAKE
TARPON SAIL & TENNIS CLUB I, INC., A
CONDOMINIM ASSOCIATION, A
FLORIDA NOT-FOR PROFIT
CORPORATION

Teresa L. Coarney
Print Name: Teresa L. Coarney
Nikki Brands
Print Name NIKKI BRANDS

Megan L. Burgess
By: MEGAN L. BURGESS
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day in the next above named State and County before me,
an Officer duly authorized and acting, personally appeared Megan L. Burgess as
Vice President of TARPON HIGHLANDS AT LAKE TARPON SAIL &
TENNIS CLUB, I, INC., A CONDOMINIUM, (who is personally known to me or who produced
as identification and he is the person described herein
and he/she acknowledges he/she executed the same for the purposes therein.

WITNESS my hand and official seal this 3 day of November, 2003.

Dawn Trail
Print Name: Dawn Trail
Notary Public
Commission No.: 229539
My Commission expires:

