

This instrument prepared by and return to:
Chad M. McClenathen, Esq.
1820 Ringling Boulevard
Sarasota, FL 34236

OR BOOK 02299 PAGES 6214 - 6216
MANATEE COUNTY CLERK COURT
3 PAGES(S)
RECORDED; 5/28/2009 8:24:04



**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF PINE TRACE, A CONDOMINIUM**

The undersigned officers of **Pine Trace Condominium Association, Inc.**, the corporation in charge of the operation and control of Pine Trace, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 1070, Page 2676, et seq., as amended and restated in Official Records Book 2093, Page 7102, et seq., both of the Public Records of Manatee County, Florida, as amended, hereby certify that the following amendments to the Declaration of Condominium were proposed and approved by not less than sixty-six and two-thirds percent (66 2/3%) of the entire membership of the Board of Directors, and approved by not less than 51% of the voting interests of the entire membership at a duly noticed and convened membership meeting held on April 23, 2009. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documentation and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by...)

.....
10. MAINTENANCE, REPAIR AND REPLACEMENT. Responsibility for the maintenance, repair and replacement of the condominium property is as follows:

10.1 COMMON ELEMENTS: The Association shall maintain, repair and replace as part of the common expense all of the common elements as defined herein.

10.2 UNITS: The responsibility for maintenance, repair and replacement within the units shall be shared by the Association and the unit owners as follows:

(a) BY THE ASSOCIATION: The Association shall trim all palm trees at least once per year as a common expense. The trimming, care, removal, and replacement of all other trees located within the units is an owner responsibility. All other landscaping, sprinkling systems, lawns and grass areas exterior of privacy walls or fences, even though such areas may be located within the boundaries of the units, shall be maintained by the Association. The Association shall have the responsibility for the maintenance, repair and replacement of the lamp posts, globe, bulb, and the magic eye. The Association shall have the responsibility for the maintenance, repair and replacement of the surface and sub-surface roof assemblies including shingles, eaves, flashing, vents, skylights installed by Developer, felt and barrier layers, and sub-roof surfaces, including plywood; roof trusses and other construction located below the sub-roof surface, but not to include rain gutters or downspouts, nor any portion of the ceilings, nor the removal of roof debris, such as pine needles, all of which shall be the responsibility of the unit owners. However, the Association shall have the responsibility to paint the rain gutters and downspouts. The Association shall also have the responsibility to maintain, repair, and replace all water and sewage pipes, equipment and apparatus that are located in the ground outside the permitted improvements. Further, the Association shall have the responsibility for the maintenance, repair and replacement of the following exterior portions of the units: exterior walls, soffits, and exterior ~~portions of doors~~, provided the owners shall be responsible for painting the interior of the exterior doors; provided that, owners shall be responsible for the maintenance, repair and replacement of the

privacy fences and the components of mechanical garage door systems. The costs and expenses connected therewith shall be assessed to the unit owners and paid by the unit owners as part of the common expenses; provided that, any costs and expenses above those typically associated with the maintenance, repair and replacement of the roofs by the Association, as described above, arising due to the presence of solar energy components upon any roof, shall be individually assessed to and paid for by the owner of the unit utilizing such solar energy components.

(b) BY THE UNIT OWNER: Each condominium unit owner shall maintain, repair and replace everything within the confines of the owner's condominium unit which is not to be maintained by the Association pursuant to subparagraph (a) above, including but not limited to:

- (1) Exterior surfaces of the permitted improvements, including the eaves, rain gutters and downspouts (except for painting thereof which shall be accomplished by the Association), attached light fixtures, windows, sliding glass doors, window and door treatments, including locks and hardware, screens, privacy fences, and skylights installed by the owner, or a predecessor in title. These surfaces shall be maintained in such manner as to preserve a uniform appearance among the units in the condominium.
- (2) Interior paint, finish, covering, wallpaper and decoration of all walls, doors, floors and ceiling, smoke and fire alarms, security devices, ceiling fans, dryer vents, vent fans;
- (3) All built-in shelves, cabinets, counters, storage areas, and closets;
- (4) All mechanical, ventilating, heating and air conditioning equipment serving the individual condominium unit; any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus; all mechanical garage door systems;
- (5) All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective condominium unit, including water heaters and filters; all electric lines between the condominium unit and its individual service panel or meter, and all water and waste lines located within the permitted improvements, including the foundation of the building;
- (6) All interior doors, walls, partitions, and room dividers;
- (7) All furniture, furnishings and personal property contained within the respective condominium unit;
- (8) Pools, hot tubs, lawns, landscaping, sprinkling systems and all other permitted improvements located within the privacy walls or fences.

.....

16. USE RESTRICTIONS: The use of the condominium property shall be in accordance with the following provisions so long as the condominium exists:

.....

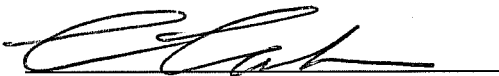
16.9 ANIMALS: No animals shall be kept in the unit other than one (1) cat or one (1) small dog ~~as defined by the rules and regulations of the Board of Directors of the Association~~, and

birds and fish, provided that in the event any become a nuisance to the other unit owners in the sole opinion of the Board of Directors, such animals shall be removed from the unit immediately; nor shall any authorized pets be allowed to use the common areas except when on a leash accompanied by the owner and then only so long as the pet does not make a mess or otherwise disturb the common areas. The temporary boarding or keeping of dogs is not allowed. The most an animal can weigh is twenty-five (25) pounds.

Those who were unit owners on November 15, 2002 may keep pet(s) that exceed the 1 cat or 1 dog limitation, or other limitations set by the Board of Directors, until the pet(s) that exceed the limitation dies or is otherwise permanently removed from the condominium property. These grandfathered pets may only be replaced if the replacement pet would bring the unit owner in compliance with limitations in effect at the time of replacement.

.....

In witness whereof, Pine Trace Condominium Association, Inc., has caused this Certificate to be executed in its name this 11 day of May, 2009.



Witness Signature
CAROL A. CARLSON

Printed Name

Fred Atlas

Witness Signature
Fred Atlas

Printed Name

Pine Trace Condominium Association, Inc.

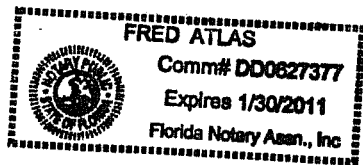
By: Kathy Kaye

Kathy Kaye, President

Attest: Richard Matheson
Richard Matheson, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 11 day of May, 2009, by Kathy Kaye, as President, and by Richard Matheson, as Secretary, of Pine Trace Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Fred Atlas

Notary Public, State of FLORIDA
Fred Atlas

Notary Print Name
My Commission Expires: 1/30/2011