

AMENDMENT**DECLARATION OF CONDOMINIUM****LAKE VISTA RESIDENCES, A CONDOMINIUM**

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE XI**Insurance, Repair and Rebuilding**

~~11.12. Responsibility. If the damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the then Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility for reconstruction and repair after casualty or other damage shall be that of the Association. Insurance proceeds shall be applied to such reconstruction and repair, except for damage or destruction caused by the intentional or negligent act or omission of a Unit Owner which shall be the responsibility of that Unit Owner to the extent not covered by insurance.~~

11.12. Responsibility. All reconstruction work after a property loss shall be undertaken by the Association, except as otherwise authorized under this Article XI, and subject to Section 718.111(1), Florida Statutes, as subsequently renumbered or amended from time to time.

11.12.1. A Unit Owner may undertake reconstruction work to his, her or it's Unit following a property loss with the prior written consent of the Board of Directors. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract to be used for such work. A Unit Owner undertaking reconstruction work to his, her or it's Unit following a property loss shall obtain all required governmental permits and approvals before such work is commenced.

11.12.2. Unit Owners are responsible for the costs of all reconstruction work of any portion of a Unit that the Association is not responsible for insuring, including, but not limited to, personal property within the Unit or Limited Common Elements, floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit.

11.12.3. All costs of reconstruction work undertaken by the Association for which a Unit Owner is responsible shall be chargeable to the Unit Owner and due and payable within thirty (30) days of the Association's request for payment. Any amounts not paid within such time may be collected in the manner provided for the collection of assessments pursuant to Section 718.116, Florida Statutes.

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~~11.17 Personal Insurance. Each individual Unit Owner shall be responsible for purchasing, at his, her or it's own expense, liability insurance to cover accidents occurring within the Unit or on that Unit's Limited Common Elements, insurance coverage for all personal property, and insurance coverage for all policies issued to individual Unit Owners shall provide that coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.~~

11.17. Unit Owner Insurance. Each Unit Owner shall purchase and maintain, at such Unit Owner's sole cost and expense, liability and hazard insurance (commonly known as "HO-6 Insurance") in sufficient amounts, including, but not limited to, adequate coverage to repair, replace or reconstruct any portion of his, her or it's Unit that the Association is not responsible for insuring, including, but not limited to personal property within the Unit or Limited Common Elements, floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit.

11.17.1. Each hazard insurance policy issued to a Unit Owner must contain a provision stating that the coverage afforded by such policy is excess coverage over the amounts recoverable under any other policy covering the same Unit.

11.17.2 The Board of Directors may require each Unit Owner, no more than once per calendar year, to furnish it written evidence that the Unit Owner has a currently effective policy of hazard insurance, as required under this Article XI, issued by an insurer approved to write such insurance in the State of Florida in place. Each Unit Owner shall furnish such evidence within thirty (30) days of written request by the Board of Directors. Upon the failure of a Unit Owner to furnish the Board of Directors written evidence that a currently effective hazard insurance policy, as required under this Article XI, is in place, the Association may, in the discretion of the Board of Directors, pursue any remedy available pursuant to Section 718.303, Florida Statutes, including injunctive relief requiring the Unit Owner to comply with Article XI herein and/or purchase a hazard insurance policy on behalf of the Unit Owner. All costs incurred by the Association in obtaining or maintaining any hazard insurance policy on behalf of a Unit Owner are chargeable to such Unit Owner and may be collected in the manner provided for the collection of assessments pursuant to Section 718.116, Florida Statutes.

Prepared By and Return to:
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CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
OF
LAKE VISTA RESIDENCES, A CONDOMINIUM**

We hereby certify that the attached amendments to the Declaration of Condominium of **LAKE VISTA RESIDENCES, A CONDOMINIUM** (which Declaration is originally recorded in the Official Records of Manatee County, Florida at Book 2154, Page 0216 *et seq.*) were proposed and duly adopted at a meeting of the members of **LAKE VISTA RESIDENCES CONDOMINIUM ASSOCIATION, INC.** (herein, the "Association") held on April 8, 2015, by the affirmative vote of owners of not less than 70% of the Voting Interests of the entire Membership of the Association as required by Article XV, Section 15.3 of the Declaration of Condominium. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable Florida law.

DATED this 28th day of April, 2015.

**LAKE VISTA RESIDENCES
CONDOMINIUM ASSOCIATION, INC.**

Signed, sealed and delivered
in the presence of:

Sign: Heather Royle

Print: HEATHER ROYLE

Sign: Dennis M. Grothe

Print: DENNIS M. GROTHE

Sign: Heather Royle

Print: HEATHER ROYLE

Sign: Dennis M. Grothe

Print: DENNIS M. GROTHE

By: Robert Harris
Robert Harris, as President

ATTEST:
By: Lemuel Sharp III
Lemuel Sharp III, as Secretary

[Corporate Seal]

STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 28th day of April, 2015, by Robert Harris as President of Lake Vista Residences Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL Drivers Lic as identification.

NOTARY PUBLIC

sign *Gary Glass*

print Gary Glass

State of Florida at Large (Seal)
My Commission expires:



STATE OF FLORIDA

COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 28th day of April, 2015, by Lemuel Sharp, III, as Secretary of Lake Vista Residences Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced FL Drivers Lic as identification.

NOTARY PUBLIC

sign *Gary Glass*

print Gary Glass

State of Florida at Large (Seal)
My Commission expires:

