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RECEIVED AUG 12 2015

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Our File No: 10492.001

August 10, 2015

Bruce Fisher, President
Peace Harbor Condominium
Association, Inc.
c/o Star Hospitality Management
26530 Mallard Way
Punta Gorda, Florida 33950

Re: Second Amendment to the Declaration of Condominium of Peace Harbor, a Condominium

Dear Mr. Fisher:

Enclosed please find the **original** Third Amendment to the Declaration of Condominium of Peace Harbor Condominium Association, Inc. which was recorded in the Public Records for Charlotte County on August 4, 2015. Please keep this document with the Association's corporate records.

Should the Board have any questions, please do not hesitate to contact me.

Very truly yours,



Ernest W. Sturges, Jr., Esq.
Of Goldman, Tiseo & Sturges, P.A.

EWS/kfg

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Enclosure

PERSONAL INJURY ♦ WRONGFUL DEATH ♦ CRIMINAL DEFENSE ♦ MEDIATION
CIVIL LITIGATION ♦ REAL ESTATE LITIGATION ♦ COMMERCIAL LITIGATION
CONDOMINIUM & COMMUNITY ASSOCIATION LAW ♦ REAL ESTATE LAW ♦ BUSINESS / CORPORATE LAW



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CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK: 3998 PAGE 2074 PAGE: 1 OF 5
INSTR # 2372311 Doc Type: RES
Recorded: 8/4/2015 at 2:57 PM
Rec. Fee: RECORDING \$44.00
Cashier By: KAREN B

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:



Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF THIRD AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
PEACE HARBOR CONDOMINIUM ASSOCIATION, INC.**

THIS CERTIFICATE is made to reflect and document a Third Amendment, of the Declaration of Condominium of Peace Harbor Condominium, a Condominium. The Declaration of Condominium of Peace Harbor Condominium Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Condominium of Peace Harbor, a Condominium September 27, 2006	3043/787 et seq.
b. Amendment to Declaration of Condominium of Peace Harbor, a Condominium June 21, 2007	3176/790 et seq.
c. Certificate of Second Amendment to Declaration of Condominium of Peace Harbor, a Condominium Association, Inc. March 3, 2015	3947/515 et seq.

The undersigned officers of the Board of Directors of Peace Harbor Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

The Declaration of Condominium of Peace Harbor, A Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled Third Amendment to Declaration of Condominium.

This Amendment of the Declaration of Condominium of Peace Harbor, A Condominium was proposed by duly adopted resolution, and approved by a vote of at least two-thirds (2/3rds) of the voting interests who were present and voted in person or by proxy of the entire voting interest in the Association.

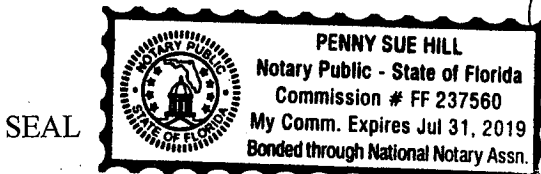
Executed this 30 day of July, 2015, at Punta Gorda, Florida.

PEACE HARBOR CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: B.W. Fisher
Name: Bruce Fisher
Its: President

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 30 day of July, 2015, by Bruce Fisher as President of Peace Harbor Condominium Association, Inc., who is personally known to me or produced _____ as identification.



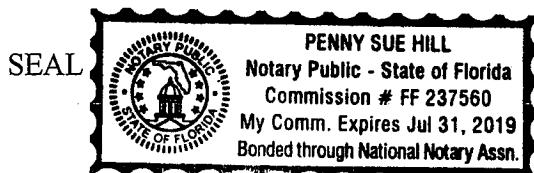
Penny Sue Hill
NOTARY PUBLIC

Penny Sue Hill
Printed name of notary

By: Marvin Edelstein
Name: Marvin Edelstein
Its: Secretary

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 30 day of July, 2015, by Marvin Edelstein as Secretary of Peace Harbor Condominium Association, Inc., who is personally known to me or produced _____ as identification.



Penny Sue Hill
NOTARY PUBLIC

Penny Sue Hill
Printed name of notary

EXHIBIT "A"

**THIRD AMENDMENT TO DECLARATION OF CONDOMINIUM OF PEACE
HARBOR CONDOMINIUM ASSOCIATION, INC.**

Article 8, Section 8.1, Subsection (D.) is hereby amended to read as follows:

"(D.) **Boat Slips.** Certain boat slips as shown on the attached survey and plot plan will be designated as limited common elements. These boat slips ~~will be~~ assigned to the exclusive use of specific units on a first come/first serve basis by the Developer pursuant to such terms and conditions as may be determined by the Developer. Not all units may be assigned a boat slip. The boat slips shall include, but not be limited to, a driven pylon or pylons, the boat lift attached thereto, a lift control panel, and all wiring, cabling and conduits which lead from the boat slip to the shore or power station.

(E.) **Shelled and Rip Rap Areas.** The shelled and rip rap areas located on the Condominium Property between the seawall and retaining wall, running parallel to the adjacent waterway, as depicted on the attached survey or sketch, will be designated as a limited common element for the exclusive use of assignees of boat slips. The seawall, retaining wall, lay along dock or sidewalk, concrete piers thereunder, storm water drainage system located under the shelled area, including all components thereof, paver sidewalks which traverse the shelled area and steps located on the lay along dock or sidewalk shall remain common elements of the Association and not limited common elements.

(F.) **Breaker or Electrical Box.** The breaker or electrical box located on the East side of the property which provides power to the shore or power stations shall be a limited common element for the exclusive use of assignees of boat slips and shall include all wiring and conduits leading from the breaker or electrical box to the shore or power stations.

(G.) **Others.** Any part of the common elements that is connection to or exclusively serves a single unit, and is specifically required in Section 11.2 of this Declaration to be maintained, repaired or replaced by or at the expense of the unit owner, shall be deemed a limited common element appurtenant to that unit, whether specifically described above or not."

Article 8.3 is hereby amended to read as follows:

8.3 Maintenance, Repair and Replacement of Certain Limited Common Elements. The limited common element boat slips described in Section 8.1(D.) above are available only to certain units, and not to all units generally. All portions of the boat slip area which compose the limited common element shall be maintained, repaired and replaced by and

solely at the expense of the boat slip owner. No portion of the limited common elements may be replaced, removed or modified without the prior written approval of the Board of Directors. If an owner fails to properly maintain the boat slip, without limitation, the Association shall after notice, in its sole and absolute discretion, enter upon the boat slip to perform any maintenance, repair or replacement as it may deem necessary and charge the owner for the cost of same. In order to provide for efficient, effective and uniform maintenance of these limited common elements, all maintenance, repairs and replacements shall be by the Association, but the expense thereof shall be borne only by the units having the use of those limited common elements. The share of these expenses for each assigned limited common elements boat slip, including the funds necessary to maintain adequate reserves for these expense, shall be a fraction, the numerator of which is the number "one" and the denominator of which is the total number of limited common element boat slips.

Article 11.7 is hereby amended to read as follows:

"11.7 **Alteration of Units or Limited Common Element by Unit Owners.** No owner shall make or permit the making of any material alterations or substantial additions to his unit, the common elements, or the limited common elements, or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval."

Article 12.10 is hereby amended to read as follows:

"12.10 Fishing Pier and Boat Dock and Fishing Pier. ~~No vessel shall utilize the boat dock facilities with a draft greater than one and one half feet (1 ½'). No boat shall have a total overall length, including but not limited to the bow sprit, swim platform or motors of said boat of greater than twenty-six feet (26').~~ All ~~No~~ vessel motor propulsion units shall have automatic lifting capabilities to raise the boat props even with the bottom.

A. Use of the pier and dock facilities shall be subject to the following:

1. No live aboard vessels are permitted;
- ~~1.2.~~ No living aboard any vessels is permitted;
- ~~2.3.~~ No pump-out of any waste materials or liquids is permitted;
- ~~3.4.~~ No fish cleaning is permitted;
5. No major vessel maintenance of any kind is permitted;
- ~~4.6.~~ No airboats or loud exhaust boats will be allowed. The level of noise which is permitted in the pier and dock facilities shall be determined the in the sole and absolute discretion of the Board of Directors; and
7. No fueling of any vessel is permitted;
8. The areas around the fishing pier and dock facilities are "IDLE ZONE";

B. The fishing pier shall be a common element of the Association. Use of the fishing pier shall be subject not only to the restrictions detailed in Article 12.10 A., but also the following:

1. No fish cleaning is permitted;
2. Fishing poles and crab pots or traps shall not be left unattended.

Article 13.2 is hereby created to read as follows:

"13.2 Additional Restrictions. Only an entire unit may be leased. No sub-leasing is permitted. If an owner who has an appurtenant limited common element boat slip leases his or her unit, the owner shall not obtain or maintain any interest in the boat slip whatsoever under any circumstances whatsoever, nor shall the owner moor his or her vessel in the boat slip at any time for any reason."

Article 22.3 is hereby amended to read as follows:

"22.3 **Vote Required.** Except as otherwise provided by law, ~~or by specific~~ provision of the Condominium documents or except where a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effectuate an amendment), this Declaration may be amended if the proposed amendment is approved by ~~at least two thirds (2/3rds)~~ a simple majority of the voting interests who are present and voting, in person or by proxy, at any annual or special meeting called for the purpose where a quorum is present.