

Prepared By: Victoria Johnson, Manager



**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM
of Roll's Landing Condominium
Association**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on September 8, 2005, by a vote of not less than seventy-five percent (75%) of the votes of the entire membership of the Board of Directors and by not less than seventy-five percent (75%) of the votes of those owners of the Association present or by proxy once a quorum has been established and after the unanimous adoption of a Resolution proposing said amendments by the Board of Administration, the Declaration of Condominium for ROLL'S LANDING CONDOMINIUM, as originally recorded in O.R. Book 733, Page 218, et seq., in the Public Records of Charlotte County, be and the same is hereby amended as follows:

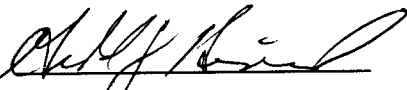
1. The Declaration of Condominium of ROLL'S LANDING CONDOMINIUM is hereby amended in accordance with Exhibit A attached hereto and entitled "Schedule of Amendments to Declaration of Condominium."

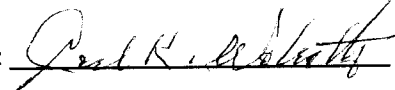
IN WITNESS WHEREOF, ROLL'S LANDING CONDOMINIUM ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 18th day of Oct., 2005

(CORPORATE SEAL)

ROLL'S LANDING
CONDOMINIUM ASSOCIATION, INC.,

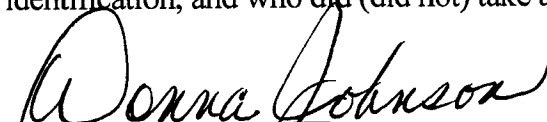
ATTEST:


Secretary

By: 
President

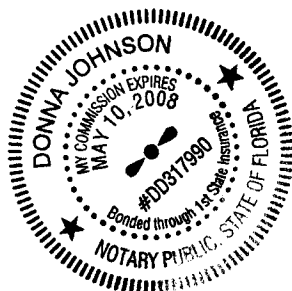
STATE OF FLORIDA)
COUNTY OF CHARLOTTE)

The foregoing instrument was acknowledged before me this 26th day of Oct, 2005 by Carl Walrath, who is personally known to me or who has produced a driver's license, passport, or identification card issued by a state or a branch of the federal government as identification, and who did (did not) take an oath


, Notary Public

My commission expires:

Commission No:



ROLL'S LANDING
CONDOMINIUM ASSOCIATION
23465 HARBOR VIEW ROAD
CHARLOTTE HARBOR, FL 33980

**AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
ROLL'S LANDING CONDOMINIUM – A CONDOMINIUM
CHARLOTTE COUNTY, FLORIDA**

(Additions indicated by underlining, deletions by ---)

1. *Proposed amendment to Article 11, Section 11.1.2 entitled "Lease" shall read as follows:*

11.1.2 No Unit owner may dispose of a unit or any interest therein by lease without approval of the Association except to a unit owner. No unit may be leased during the first two (2) years of ownership and units must be owner occupied. Thereafter, no unit owner shall lease a unit more than two (2) times in any one calendar year. No unit may be leased for a period of less than three (3) months ~~and is restricted to four (4) leases per calendar year.~~

This provision will apply only to persons who purchase a unit after the effective date of this amendment (the date of this amendment is recorded in the Public Records of Charlotte County, Florida). The intent of this amendment is to "grandfather" all unit owners of record as of the effective date of this amendment. Grandfathered status will not be removed if a title transfer is made between spouses, or to an immediate family member upon the death of the record owner. The term "immediate family member" is defined as a person related to the record owner by blood, marriage, or adoption to the following degree: parent, grandparent, child, grandchild, or sibling. Unit owners of record as of the effective date of this amendment (the "grandfathered" unit owners) are still limited to no more than four (4) leases per calendar year.

A. Procedures.

1. Notice. An owner intending to lease a unit shall give to the Board of Directors or its designee written notice of such intention at least fourteen (14) business days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and executed copy of the proposed lease, and such other information as the Board may reasonably require.

2. Approval. After the required notice and payment of transfer fees and all information requested have been provided, including list of references, the Board or its designee shall approve or disapprove the proposed lease within ten (10) business days. If the Board neither approves nor disapproves within the ten (10) day period, such failure to act shall be deemed the equivalent of approval and, on demand, the Board shall issue a written letter of approval to the lessee.

3. Disapproval. If a proposed lease shall be disapproved, the lease may not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(a) If notice is not accompanied by the required application fee to be paid to the Association.

(b) The unit owner is both delinquent in the payment of assessments, and a lien was filed against the property at the time the application is considered by the Association or the master association.

(c) The unit owner has a history of leasing his unit to troublesome tenants and/or refusing to control and accept responsibility for the occupancy of his unit.

(d) The real estate company handling the leasing transaction on behalf of the unit owner has a history of not adequately screening applicants or recommending undesirable tenants.

(e) The prospective lessee has a history of conduct which evidences disregard for the rights and property of others.

(f) In the case of a renewal, the lessee has, during previous occupancy, evidenced an attitude of disregard for the provisions in the Condominium documents and House Rules; or

(g) The prospective lessee gives false or incomplete information to the Association as part of the applicable procedure.

(All other Declaration provisions shall remain unchanged.)