

PREPARED BY:  
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**CERTIFICATE OF AMENDMENT OF CONDOMINIUM DECLARATION  
OF  
COACH HOMES II AT LAKEWOOD NATIONAL, A PHASE CONDOMINIUM**

The undersigned, being the President and Secretary of Coach Homes II at Lakewood National Condominium Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Coach Homes II at Lakewood National, a Phase condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2740, page 4526 and at Instrument #201841077687 of the Public Records of Manatee County, Florida, on July 31, 2018, as amended, hereby certify that the attached amendment to the Declaration of Condominium was adopted by the approval of Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board in accordance with Section 7.1.3. of the Declaration of Condominium and Florida law.

Dated this 18<sup>th</sup> day of June, 2021.

Signed, sealed and delivered

**Coach Homes II at Lakewood National Condominium Association, Inc.**

in the presence of:

Sign: [Signature]

By: Richard D. Battaglia  
Richard Battaglia, President

Print: Lisa Tombrugh

Sign: [Signature]

[Corporate Seal]  
ATTEST:  
By: A. W. Maddox  
Secretary

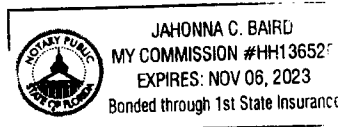
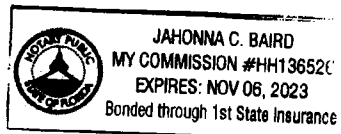
Print: Keith Schalk

State of Florida )  
County of Sarasota )

The foregoing instrument was acknowledged before me by means of XX Physical Presence or      Online Notarization, this 18<sup>th</sup> day of June, 2021, by Richard Battaglia as President of Coach Homes II at Lakewood National Condominium Association, Inc., who is personally known to me or who has produced personally known to me as identification.

My Commission Expires:

[Signature]  
Notary Public  
Print Name: Jahonna C Baird



## **AMENDMENTS**

### **AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF COACH HOMES II AT LAKEWOOD NATIONAL, A PHASE CONDOMINIUM**

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

*EXPLANATION: The purpose of this amendment is to clarify the Unit Owner's responsibility for the "washing" windows of Units in the Condominium.*

8. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

8.1. Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his Unit, including but not limited to fixtures, entrances, screens, both sides of windows ~~accessible from~~ of the Unit (e.g., windows ~~accessible from a balcony or patio, if any,~~ are the responsibility of Unit Owner, including but not limited to the washing of the exterior of any windows), all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air handling equipment exclusively serving a Unit) within the Limited Common Elements of such Unit), thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, including any floor, wall, and ceiling coverings within any interior stairway, hallways, and foyer, and any stairway railings located therein, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. ~~Windows which are not accessible to Unit Owners (by way of example, the exterior of any window that cannot be reached from the balcony) shall be washed by Association and the cost thereof shall be a Common Expense. The washing of the exterior of any windows shall be the responsibility of Unit Owner(s).~~ Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owner is responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-

conditioning equipment The service contract may also provide for minor maintenance and repair services to all appliances originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.

*EXPLANATION: The purpose of this amendment is to require all Unit Owners whose Unit will be unoccupied or nonowner occupied for more than 28 days to complete an Emergency Communication Contact Form.*

18. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

...

18.21. Emergency Communication Contact Form. Without limiting any other provision of the Declaration, all Unit Owners shall advise the Association in writing on an Emergency Communication Contact Form, when a Unit will be unoccupied or non-owner occupied for more than twenty-eight (28) days.