



RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

**CERTIFICATE OF TENTH AMENDMENT TO  
DECLARATION OF CONDOMINIUM OF  
LIVE OAK LANDINGS, A CONDOMINIUM**

THIS CERTIFICATE is made to reflect and document an Amendment and Modification of the Declaration of Condominium of Live Oak Landings, a Condominium. The Declaration of Condominium of Live Oak Landings, a Condominium 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 Live Oak Landings, a Condominium Recorded: September 30, 1997	1561/1785 <i>et seq.</i>
b. First Amendment to Declaration of Condominium of Live Oak Landings, a Condominium Recorded: September 30, 1997	1561/1866 <i>et seq.</i>
c. Second Amendment to Declaration of Condominium of Live Oak Landings, a Condominium Recorded: December 23, 1999	1757/1346 <i>et seq.</i>
d. Third Amendment to Declaration of Condominium of Live Oak Landings, a Condominium Recorded: February 3, 2000	1767/0483 <i>et seq.</i>
e. Fourth Amendment to Declaration of Condominium of Live Oak Landings, a Condominium Recorded: April 19, 2000	1785/0752 <i>et seq.</i>
f. Fifth Amendment to Declaration of Condominium of Live Oak Landings, a Condominium Recorded: May 9, 2000	1791/1249 <i>et seq.</i>
g. Sixth Amendment to Declaration of Condominium of Live Oak Landings, a Condominium Recorded: May 29, 2001	1899/0621 <i>et seq.</i>

- h. Eighth Amendment to Declaration of Condominium of Live Oak Landings, a Condominium 1952/0969 *et seq.*  
Recorded: October 16, 2001  
*Note: No Seventh Amendment ever recorded*
- i. Certificate of [Ninth] Amendment to Declaration of Condominium of Live Oak Landings, a Condominium 2542/1712 *et seq.*  
Recorded: September 9, 2004

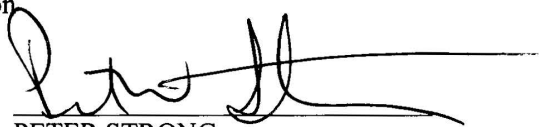
The undersigned officers of the Board of Directors of Live Oak Landings Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Condominium of Live Oak Landings, a Condominium is hereby amended in accordance with Exhibit "1" attached hereto and entitled Tenth Amendment to Declaration of Condominium of Live Oak Landings, a Condominium.

2. This Amendment of the Declaration of Condominium of Live Oak Landings, a Condominium was proposed by duly adopted resolution, and approved by a vote of not less than seventy percent (70%) of the Voting Interests of the entire Membership in the Association.

Executed this 22 day of April, 2019, at Punta Gorda, Florida.

LIKE OAK LANDINGS CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

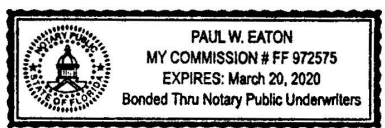
By:   
Name: PETER STRONG  
Its: President

STATE OF FLORIDA  
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 22 day of April, 2019, by Peter Strong, who is personally known to me or produced as identification.

  
NOTARY PUBLIC

SEAL



PAUL EATON  
Printed name of notary

ATTEST:

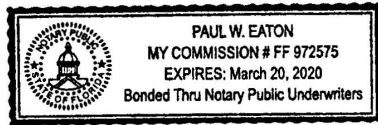
By:   
Name: ALAN ROLOFF  
Its: Secretary

STATE OF FLORIDA  
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 22 day of April, 2019, by Alan Roloff, who is personally known to me or produced as identification.

  
NOTARY PUBLIC

SEAL



PAUL EATON  
Printed name of notary

**EXHIBIT "1"**

**TENTH AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF LIVE OAK LANDINGS, A CONDOMINIUM**

**Article 7.2 of the Declaration entitled Maintenance, Repair and Replacement by the Association, Subparagraph 7.2.2 is hereby amended to read as follows:**

"7.2.2 All conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit to be maintained by the Association, and all such conduits, ducts, plumbing, pipes, wiring and other facilities contained within a Unit that service part or parts of the Condominium ~~other than or in addition to the Unit within which they are contained;~~"

**Article 7.2 of the Declaration entitled Maintenance, Repair and Replacement by the Association, Subparagraph 7.2.4 is hereby amended to read as follows:**

"7.2.4 All exterior surfaces, including but not limited to, screens, windows, sliders and glass exterior doors, ~~except for those that are the responsibility of the Unit Owners;~~"

**Article 7.3 of the Declaration entitled Maintenance, Repair and Replacement by the Unit Owner, Subparagraph 7.3.1 is hereby amended to read as follows:**

"7.3.1 To maintain, repair and replace, all portions of the Unit (except the portions to be maintained, repaired and replaced by the Association), including, but not limited to, paint, finishes, floor coverings, wall and/or ceiling coverings, wallpaper and decoration of all interior walls, floors and ceiling coverings, all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers, trash compactors and other kitchen equipment; all appliances in the Unit; all bathroom fixtures, equipment and apparatus; all Landscaping and plants located within the interior of a Unit; all interior doors; and windows including sliding glass doors, except those that are designated as limited Common Elements; all non-load bearing and non-structural room partitions and dividers; and all furniture, furnishings and personal property contained within the Unit. In the event an Owner fails to properly maintain and repair the Unit or fulfil the obligations under this Article, The Association, at the direction of the Board of Administration, may make such repairs as the Board may deem necessary and the cost thereof shall be recovered from such defaulting Unit Owner. The Association shall be entitled in any action for collection from such unit Owner to recover the cost of any repairs it shall make, plus interest at the highest lawful rate per annum and reasonable attorneys' fees and expenses incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners."

**Article 7.4 of the Declaration entitled Additions, Alterations or Improvements by Unit Owners, Subparagraph 7.4.1 is hereby amended to read as follows:**

"7.4.1 No Unit Owner(s) shall make any additions, alterations or improvements in or to the Common Elements, or to any Limited Common Element, without petitioning for and receiving approval from the Association Board of Directors. Such petitions must include and be supported by the contracts, plans and specifications for such work and any information reasonably requested by the Board of Directors. Any such addition, alteration or improvement shall be deemed a Common Element and not the property of the Unit Owner. Should a Unit Owner make any addition, alteration or improvement in or to the Common Elements or to any Limited Common Element without obtaining prior written approval of the Board of Directors, the Association shall have the right to pursue all legal and equitable remedies available to the Association to compel the Unit Owner to comply with the terms of this Declaration and/or restore the Common Element or Limited Common Element to its pre-altered condition unless otherwise provided herein specifically to the contrary."

**Article 7.4 of the Declaration entitled Additions, Alterations or Improvements by Unit Owners, Subparagraph 7.4.6 is hereby amended to read as follows:**

~~"7.4.6 A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed for such Owner, and his heirs, personal representatives, successors and assigns, to indemnify and hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and such Unit Owner shall be solely responsible for the maintenance, repair, replacement and insurance thereof as may be required by the Association. The costs of any expense, maintenance and/or repair of any damage to, of and/or resulting from any alteration, addition or improvement to the Common Elements or Limited Common Elements of any Unit, whether approved or not the Association's insurance or under the deductible limits thereof shall be the responsibility of whomever is the Unit Owner when such costs become necessary or are incurred."~~