

✓ This instrument prepared by and return to:
Chad M. McClenathen, Esq.
1820 Ringling Boulevard
Sarasota, FL 34236



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2005277183 2 PGS
2005 DEC 16 03:29 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBURN Receipt#725839

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF ORANGE BLOSSOM TOWER, A CONDOMINIUM**

The undersigned officers of **Orange Blossom Tower Condominium Association, Inc.**, the corporation in charge of the operation and control of **Orange Blossom Tower, a Condominium**, according to the Declaration of Condominium thereof as recorded in Official Records Instrument # 2000059569, 75 Pages, of the Public Records of Sarasota County, Florida, as amended, hereby certify that the following amendment to the Declaration was approved by not less than a majority of the voting interests of the entire membership of the Association at a meeting held on November __, 2005. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by...)

.....

4. Recreational Facilities. There are no recreational facilities that are part of this Condominium. By the adoption of this amendment, the Association is authorized to enter into a lease agreement with the owner and/or operator of a condominium to be located at 1350 Main Street, Sarasota, Florida (1350 Main Street Condominium) to permit the residential unit owners in the Condominium, and their tenants and their guests, to access the 1350 Main Street Condominium and use the Sixth Floor Amenities, which are intended to include a pool, pool deck, and fitness center. All fees or expenses incurred by the Association relative to the lease agreement shall not be a common expense of the Condominium but instead shall be the personal obligation of the residential owners of units in the Condominium in the following shares: Units 3, 4, 5, 6, 7, and 8 shall each be liable for a 1/7th share, and Units 9 and 10, which have been combined into a single residential unit, shall be liable for a 1/7th share. The Association shall have the authority, through its Board of Directors, to negotiate the terms and conditions of the lease agreement, including but not limited to the term thereof and rent obligations, provided however, the owner(s) of Units 3, 4, 5, 6, 7, 8, 9, and 10 must execute and join in the lease agreement to indicate their desire and intent to participate therein. In the event one or more of the residential unit owners decline to participate, the Association is authorized, to the extent acceptable to the owner/operator of the 1350 Main Street Condominium, to enter into a lease agreement to permit those residential unit owners who desire to participate to do so. The shares allocated to participating residential unit owners under such lease agreement shall be equal with the owner of Units 9 and 10 being assigned a single share as indicated herein. The Association shall have the right to assess the recreational owners for their shares as part of the budget process, or separately in the discretion of the Board of Directors, in monthly, quarterly or annual amounts, and to file a lien on a residential unit, and foreclose such lien in the manner of a real estate mortgage, in the event that the payment is more than 30 days delinquent. The Association shall be entitled to recover all its costs of collection, interest at 12% on the delinquent amounts, and reasonable attorney fees, all of which shall be secured by the lien on the residential unit. The participating residential unit owners shall release, hold harmless and indemnify the Association, and its officers, directors, agents and unit owners who do not participate in the lease agreement, including but not limited to the commercial unit owners in the Condominium (Association Parties), from any and all liability, damages, claims, expenses, costs, fees, including but not limited to reasonable attorney fees incurred by Association Parties, suits, judgments, or causes of action, whether known or unknown, arising out of or related in any manner whatsoever to the lease agreement.

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THE SIGNATURE PROVISIONS FOLLOW ON THE NEXT PAGE

In witness whereof, Orange Blossom Tower Condominium Association, Inc., has caused this Certificate to be executed in its name this 30th day of November, 2005.

Michael D. Drake
Witness Signature

Michael D. Drake
Printed Name

Dennis Kreuzer
Witness Signature

Dennis Kreuzer
Printed Name

Orange Blossom Tower Condominium Association, Inc.,

By: Stephen Beck, President

Attest: Gary Ackerman, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30th day of November, 2005, by Stephen Beck, as President, and by GARY ACKERMAN, as Secretary, of Orange Blossom Tower Condominium Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

LEANN SAPUPPO
Notary Public - State of
My Commission Expires:



LEANN SAPUPPO
Notary Public, State of Florida
My comm. expires March 9, 2007
Comm. No. DD 191135