

**APPROVED AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
VANDERBILT YACHT & RACQUET CLUB CONDOMINIUM, SECTION I**

Additions are (underlined).

Deletions are ~~stricken through~~.

Proposed Amendment to Article 9.12 of the Amended and Restated Declaration of Condominium

9. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

(Section 9.1 through 9.11 Remain Unchanged)

9.12 Hurricane Shutters and Impact-Resistant Windows. Notwithstanding any provision to the contrary above, the Board of Directors shall adopt ~~as required by law a model, style and color of~~ Hurricane Shutter as a standard for use in the Condominium. No hurricane or storm shutters except shutters of the standard model, color and style adopted by the Board of Directors shall be installed upon the Condominium. Each Unit within the Condominium must install by July 31, 2021, Hurricane Shutters and/or impact-resistant windows. Lanai openings must be protected with either Hurricane Shutters or impact-resistant sliding glass doors. All other Unit window openings must be protected with impact-resistant glass.

Definition. "Hurricane Shutter" shall mean any device, installation, equipment or appliance, whether permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building or any portion of the building so as to be visible from the exterior of the building, used, either directly or indirectly, as its main purpose or incidental to its main purpose, as protection against storm damage, water penetration by driven rain, wind damage or damage from physical objects or projectiles carried by wind or storm.

Technical Specifications. The Hurricane Shutters and impact-resistant windows and the installation thereof, shall conform, in all respects, to the state minimum building codes and the building codes of the governmental agencies having jurisdiction over the condominium. Hurricane Shutters / impact-resistant windows installed shall also be consistent with the guidelines and specifications as may be made and amended from time to time by the Board of Directors.

Permitting. Unit Owners are responsible for procuring, buying and/or obtaining all necessary building or zoning permits, variances and adherence to any and all other procedures outlined for the construction and maintenance of the improvements described herein by all city, town, county, state or other governmental entities, including compliance, with current building codes.

Operation of Hurricane Shutters. Hurricane Shutters shall, at all times, whether open or closed, be fastened securely in place in accordance with manufacturer, building code and installation requirements.

Liability. Unit Owners shall be liable for any and all damage to the condominium property, Association property or the property of other Unit Owners arising out of or concerning the construction, installation or maintenance of the Hurricane Shutter / impact-resistant windows.

Indemnification/Hold Harmless. Unit Owners shall indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of or because of the construction, installation or maintenance of the Hurricane Shutters / impact-resistant windows.

Cost. The cost of insuring, installing, maintaining, repairing, replacing and operating the Hurricane Shutters / impact-resistant windows shall be the responsibility of each Unit Owner. All costs and expenses incurred in the installation, maintenance and continued first-class upkeep of the Hurricane Shutters / impact-resistant windows is also the responsibility of the Unit Owner.

Removal of Shutters. The Unit Owner is responsible for all costs of removal and reinstallation of the Hurricane Shutters / impact-resistant windows, or any portion thereof, if necessary, to allow the Association to fulfill its maintenance, repair and replacement duties as set forth in the Declaration of Condominium and Chapter 718, Florida Statutes, as amended from time to time.

Remedies. Any Unit Owner who fails to install Hurricane Shutters and/or impact-resistant windows by July 31, 2021, or who fails to properly maintain, repair or replace Hurricane Shutters / impact-resistant windows as required herein, shall be deemed to authorize the Association, after reasonable written notice from the Association, to perform any necessary installation, maintenance, repair and replacement of the Hurricane Shutters / impact-resistant windows with respect to such Unit, which shall be done at the expense of the Unit Owner and which shall be secured by a lien against the Unit enforceable in the same manner as the lien for any other assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees. The Association shall have the authority to schedule and conduct inspections of the Hurricane Shutters / impact-resistant windows on all Units on an annual basis or at such times as the Board determines inspections to be necessary and proper in order to protect the interests of the Association and insure that all Hurricane Shutters / impact-resistant windows are functioning properly. The Association may operate Hurricane Shutters in the Units, without the Unit Owner's permission if such operation is deemed necessary to protect the condominium property or the Association property.

(Remaining Sections are Unchanged)