

This instrument prepared by:  
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**AMENDMENT OF DECLARATION OF CONDOMINIUM  
AMENDMENT CERTIFICATE  
SCENIC TERRACE OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of Scenic Terrace Owners Association, Inc. ("Association"), a Florida corporation not for profit, does hereby certify that the attached Amendment to the Declaration of Condominium was proposed and duly adopted by the requisite membership threshold at a meeting of the Members on April 12, 2023 when a quorum was present, after due notice.

The sole community operated by Scenic Terrace Owners Association, Inc., is Scenic Terrace, a condominium. The Declaration of Condominium of Scenic Terrace, a Condominium is recorded at Official Records Book 4474 Page 1203 et seq., Public Records of Escambia County, Florida

ATTEST:  
SCENIC TERRACE OWNERS ASSOCIATION, INC.

\_\_\_\_\_  
Witness #1

By: \_\_\_\_\_  
Jeanne Meyer, Its President

\_\_\_\_\_  
Witness #2

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by Jeanne Meyer, who is personally known to me or who has produced \_\_\_\_\_ (type of identification)(if left blank the affiant is personally known by me) as identification and known to be the President of Scenic Terrace Owners Association, Inc., a Florida not for profit corporation, and acknowledged to and before me that the execution of the foregoing instrument was for the uses and purposes therein stated.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

## SCHEDULE OF AMENDMENTS

(Deletions are indicated via ~~striketrough~~ text; Additions are indicated via underlined text)

### **Section 9.3 of the Declaration is amended as indicated:**

In the event the owner of a unit fails to maintain a unit as required above, the Association, Developer, or any other unit owner, shall have the right to proceed to any appropriate court to seek compliance with the foregoing provisions; or the Association shall have the right to charge the unit owner and the unit for the necessary sums to put the improvements within the unit in good condition, or to take such other lawful steps as may be necessary to remedy the violation. The Association shall have a lien for charges on the unit for any sums of money the Association expends in performing the unit owner's maintenance obligation, and shall have the right to enforce said lien for charges in the same manner for non-payment of assessments as contained in Section 16 of this Declaration and the Florida Condominium Act.

In addition, the Association may levy reasonable fines against a unit for the failure of the owner of the unit to comply with the maintenance provisions set forth above.

No fine may exceed \$100.00 per day. However, in the case of a continuing violation, the Association may levy a fine each day. Such fine in no event shall exceed the aggregate of \$1,000.00. No fine shall be levied absent notice to and an opportunity to be heard by the unit owner, and no fine will become a lien against a unit. The Association shall be entitled to reasonable costs and attorney's fees for any collection efforts under this section, whether or not a suit is filed.