

This instrument prepared by:  
Jamie B. Greusel  
1104 North Collier Blvd.  
Marco Island, FL 34145

**CERTIFICATE OF AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM OF SPINEL AT  
QUARTZ AT SAPPHIRE LAKES, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of Quartz at Sapphire Lakes Condominium Association, Inc. on May 26, 2009, at 5:00 p.m. held at pool #4 at Quartz at Sapphire Lakes by an affirmative vote of in excess of 50% of the units in the Condominium and by not less than 66 2/3% of the Board of Directors, the Declaration of Condominium of Quartz at Sapphire Lakes Condominium, originally recorded at O.R. Book 2779, Page 2600 was amended as follows:

1. The Declaration of Condominium of Quartz at Sapphire Lakes Condominium is hereby amended in accordance with the Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Quartz at Sapphire Lakes Condominium Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 29 day of JUNE, 2009.

QUARTZ AT SAPPHIRE LAKES  
CONDOMINIUM ASSOCIATION, INC.  
A Florida not-for-profit corporation

By: C. Eugene Valentina  
As President

[Signature]  
Witness #1: Yaseli Tezillo  
(print name) ATTEST:

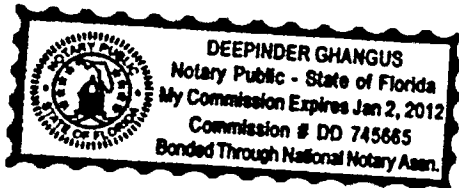
[Signature]  
Secretary

[Signature]  
Witness #2: Marilyn Lopez  
(print name)

COUNTY OF Collier  
STATE OF Florida

The foregoing instrument was acknowledge before me this  
29 day of June, 2009 by Charles E Valentine,  
President of Quartz at Sapphire Lakes Condominium Association, Inc.,  
who is personally known to me or who has produced  
DLFK (type of identification) as identification and  
who did not take an oath.

Deepinder Ghangus  
Notary Public  
Print Name: DEEPINDER GHANGUS  
My commission expires: JAN 2, 2012.



COUNTY OF Collier  
STATE OF FL.

The foregoing instrument was acknowledged before me this  
29 day of June, 2009 by Patrice d Wagner,  
Secretary of Quartz at Sapphire Lakes Condominium Association, Inc.  
who is personally known to me or who has produced  
DLFK (type of identification) as identification and  
who did not take an oath.

Deepinder Ghangus  
Notary Public  
Print Name: DEEPINDER GHANGUS

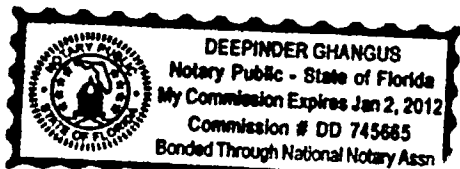


EXHIBIT A

(additions are shown by underlining and deletions are shown by  
strikethrough)

**9. Units and Limited Common Elements.** All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

\*\*\*

**9.3 Specific Minimum Maintenance Schedule and Standards.**  
**All Unit Owners shall adhere to the following minimum maintenance schedule and standards:**

- (a) Hot Water Heaters. All hot water heaters shall be replaced no later than the tenth (10<sup>th</sup>) anniversary of the date of manufacture.
- (b) Water Valves. All main water shutoff valves shall have a ball joint shut.
- (c) Plumbing Connections. All hoses for washing machines, dishwashers, sinks and toilets shall be braided steel cable flex hoses, if possible.
- (d) All washers on braided hoses shall be replaced every three (3) years.

Any unit not being in compliance with subsections (a) – (d) above as of the date of recording of this provision shall have until September 1, 2009 to bring the unit into compliance.

**9.4 Use of Licensed Contractors.** Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that his contractors are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**9.5 Washing Machines/Dryers Usage.** Washing machines and/or dryers shall not be operated when no one is in the unit.