

✓ THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236



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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#966624

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
OF
CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.**

The undersigned officer of Crestwood Villas Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and maintain Crestwood Villas Condominium Association, Inc. according to the Declaration of Condominium thereof as recorded in O.R. Book 636, page 1537, et seq. of the Public Records of Sarasota County, Florida, hereby certify and confirm that the following amendments to the Declaration were duly adopted in the manner provided in the governing documents of the Association at a duly convened membership meeting held on September 6, 2007. The undersigned further certifies that the amendments were proposed and adopted in accordance with the condominium documentation, and applicable law.

(Additions indicated by underlining, deletions by ~~strike-through~~)

1. Amendment to Article 5.9 entitled "Common Elements" to read as follows:

5.9) Common Elements. The common elements of the Condominium include the lands and all other parts of the Condominium not within the Units and include, but are not limited to, the following items:

(a) All utility areas and installations which provide services to more than one Unit or to the common elements and which are not owned by the respective utility companies.

(b) All planting areas and planters, lawns, trees, grass and shrubs outside of the Units.

(c) All the recreational facilities located within the Condominium and serving only this Condominium, if any.

(d) ~~All outside windows and doors, including any sliding glass doors, screens, screening and screen supports.~~

(e) All mechanical equipment outside the Units, but not the heating and air-conditioning equipment serving each Unit.

(f) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, communication systems and all other ducts, conduits, cables, wire or pipe not within the Units and those within the Units but serving more than one Unit, which are not owned by the respective utility companies.

(g) All structural beams, posts and members within a Unit and an easement of support in any portion of a Unit which contributes to the support of the Building in which the Unit is located.

(h) All common, party or other walls.

(i) Alterations, additions and further improvements to the common elements made by the Association through its Board of Directors.

(j) Any lands now or hereafter owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110 (6), Florida Statutes (2007), as the same presently exists or may be amended or re-numbered from time to time.

(the remainder of Article 5.09 remains unchanged)

2. Amendment to Article 5.10 entitled "Limited Common Elements" to read as follows:

5.10) Limited Common Elements. The limited common elements of the Condominium are as follows:

(a) Parking Area and Driveways. The parking areas and driveway adjacent to each Unit are limited common elements and are reserves for the exclusive use of the Unit which they serve and to which they are adjacent.

(b) Other. All other portions of the Condominium, if any, designated LCE on Exhibit "B" annexed hereto. Developer reserves to itself the right to construct within the LCE area for each unit model improvements and structures for recreational use solely by that owner including but not limited to swimming pool, spa, or concrete slab porch extension and screening.

(c) Exterior windows, doors and sliding glass doors, including the glass, frame, exterior screens, screening and screen supports.

3. Amendment to Article 8 entitled "Maintenance, Alteration and Improvement" to read as follows:

8.1) Maintenance, Alteration and Improvement. The responsibility for the maintenance, repair and replacement of the Condominium property and the limitation and restrictions upon the alteration and improvement thereof shall be as hereinafter provided.

8.2) By the Association. The Association shall maintain, repair and replace at the Association's common expense:

(a) All portions of a Unit, except interior surfaces, contributing to the support of the Building, which portion shall include but not be limited to outside walls of Buildings, exterior walls, ~~screens, windows and doors,~~ roofs, floor and ceiling joists and slabs and load-bearing columns and load-bearing walls;

(b) All conduits, ducts, plumbing, pipers, wiring and other facilities for the furnishing of utility services contained in the portions of the Unit maintained by the Association,

and all such facilities contained within a Unit that service part or parts of the Condominium other than or in addition to the Unit within which contained;

(c) All of the common elements and limited common elements, except those limited common elements specifically designated herein as a Unit Owner maintenance responsibility;

(d) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association.

8.3) By the Unit Owner. The responsibility of the Unit owner shall be as follows:

(a) To maintain, repair and replace, at his expense, all portions of his Unit (except the portion to be maintained, repaired and replaced by the Association), including, but not limited to: paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling; all built-in shelves, cabinets, counters, storage areas and closets; all refrigerators, stoves, ovens, disposals, dishwashers, and other kitchen equipment; all equipment and apparatus; all landscaping and plantings located within the interior of the unit; all interior doors, non-load bearing and non-structural partitions and room dividers; all exterior windows (glass and frame), doors and the screening thereon (including window and door locks and related hardware); any and all improvements, upgrades or alterations the unit owner makes to the unit or common elements and all furniture, furnishings, decorations and personal property contained within the respective unit. In the event an owner fails to properly maintain and repair his unit, the Association, at the direction of the Board of Directors, may make such repairs as the Board of Directors may deem necessary and the cost thereof shall be assessed against such defaulting Unit Owner. The Association shall have a lien against a Unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest, at the highest lawful rate per annum and reasonable attorneys' fees incurred by the Association in the collection thereof. Such work shall be done without disturbing the rights of other Unit Owners.

(b) To maintain, repair and replace, at his expense, all air-conditioning and heating equipment serving his Unit, whether located inside or outside of the boundaries of his Unit.

(c) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit, including the Unit front entry doors, without the express written consent of the Board of Directors.


(d) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

8.4) Alteration and Improvement. Except as elsewhere specifically reserved to the Developer, neither a Unit Owner nor the Association shall make any alterations in the portions of a Unit that are to be maintained by the Association, or remove any portion of such, or make any additions to them, or do anything that would jeopardize the safety or soundness of the Unit or the Condominium property, or impair any easements, without first obtaining the approval in writing of owners of all Units in which such work is to be done, and the approval of the Board of Directors of the Association. A copy of plans for all such work prepared by an architect licensed to practice in the State shall be filed with and approved by the Association in writing prior to the start of the work.

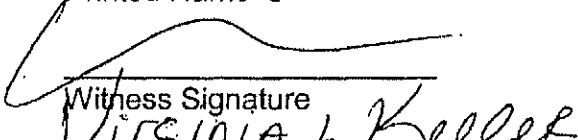
8.5) Common Elements By the Association. The maintenance, replacement, repair and operation of the common elements ~~and limited common elements~~ shall be the responsibility of the Association as a common expense. Unless otherwise described herein as a unit owner maintenance responsibility, the Association is also responsible to maintain, repair and replace all limited common elements as a common expense.

8.6) Alteration and Improvements of Common Elements. After the completion of all the improvements included in the common elements which are contemplated by the Declaration, or which may be added or constructed by the Developer prior to June 1, 1984, and except for alterations and improvements made by the Developer pursuant to the Developer's reserved rights set forth in Articles 5.4 and 5.5, hereof, there shall be no alteration or further improvement of common elements without prior approval in writing of seventy percent (70%) of all of the Unit Owners; ~~provided, however, that any alteration or improvement of the common elements bearing the approval in writing of not less than fifty percent (50%) of the Unit Owners without their consent, may be done if the Unit Owners who do not approve are relieved from the initial cost thereof.~~ There shall be no change in the shares or rights of a unit owner in the common elements or change in the percentage or proportion in which the unit owners share in the common expenses which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof. unless all unit owners of record and all holders of first mortgages upon the units consent in writing thereto.

CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

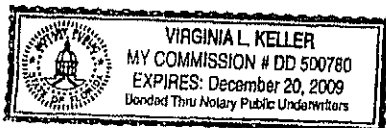

Witness Signature
L. VanLandingham
Printed Name

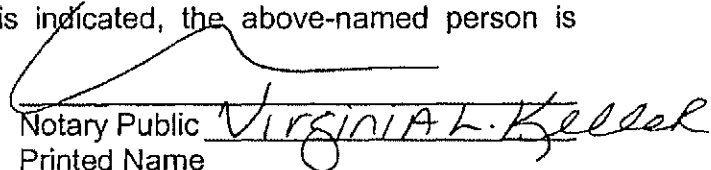
BY: Pamela J. Baader
Pamela J. Baader, President


Witness Signature
VIRGINIA L. Keller
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 20 day of Sept 2007 by Pamela Baader, as President of Crestwood Villas Condominium Association, Inc. a Florida corporation, on behalf of the corporation. She is personally known to me ~~or has produced~~ _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.




Notary Public Virginia L. Keller
Printed Name
State of Florida
My Commission Expires _____