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November 28, 2012

Reply To:
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**CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED**

Mr. David Nickerson, President
Crestwood Villas of Sarasota Multi-Condominium Association, Inc.
c/o Dellcor Property Management, Inc.
310 Pearl Avenue
Sarasota, FL 34243

Re: Certificate of Amendment to the Master Declaration of Covenants,
Conditions and Restrictions (Recorded)
Client/Matter No. C16677-323142

FLORIDA OFFICES
FORT MYERS
FORT WALTON BEACH
HOLLYWOOD
HOMESTEAD
KEY WEST*
MELBOURNE*
MIAMI
MIRAMAR
NAPLES
ORLANDO
PORT ST. LUCIE
SARASOTA
TALLAHASSEE
TAMPA BAY
WEST PALM BEACH

Dear Board of Directors:

Enclosed please find the **original recorded** Certificate of Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Crestwood Villas of Sarasota Multi-Condominium Association, Inc., regarding the changes to Articles 5.01 and 5.14. Please be advised that the Clerk of Court no longer stamps individual pages of the Certificate of Amendment. The only recording stamp is located on the upper right corner of the document which states the number of pages recorded.

We have retained a copy for our records. Please feel free to contact me should you have any questions regarding this matter.

Sincerely,


Kevin L. Edwards
For the Firm

KLE/ms
Enclosure (as stated)
ACTIVE: 4300702_1

U.S. & GLOBAL OFFICES
NEW YORK, NEW YORK
WASHINGTON, D.C.
MORRISTOWN, NEW JERSEY
RED BANK, NEW JERSEY
PRAGUE, CZECH REPUBLIC

*by appointment only

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✓

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
6230 UNIVERSITY PARKWAY, SUITE 204
SARASOTA, FL 34240



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2012151727 3 PGS
2012 NOV 20 09:03 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
RECTRAIN Receipt#1560024

**CERTIFICATE OF AMENDMENT
TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
CRESTWOOD VILLAS OF SARASOTA**

The undersigned officers of Crestwood Villas of Sarasota Multi-Condominium Association, Inc., a not for profit Florida corporation organized and existing to operate and govern Crestwood Villas of Sarasota, according to the original Master Declaration of Covenants, Conditions and Restrictions thereof recorded in O.R. Book 2102, Page 1224, et seq., as amended, of the Public Records of Sarasota County, Florida, certifies that the following amendments to the Master Declaration of Covenants, Conditions and Restrictions were duly adopted at a Special Membership Meeting held on October 13, 2012, by not less than seventy percent (70%) of the members of the Association, as required by Article 10.05 of the Master Declaration of Covenants, Conditions and Restrictions.

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

1. Amendment to Article 5.01 of the Declaration to read as follows:

5.01 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Unit by acceptance of such ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Association all Assessments made in accordance with this Master Declaration, the Articles and Bylaws. All such Assessments shall be fixed, established and collected from time to time as hereinbefore provided. The Assessments, together with interest thereon, late charges, attorney's fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Unit against which such Assessment is made. Each such Assessment, together with such interest, late charges, costs and attorney's fees, shall also be the personal obligation of the Owner of such Unit at the time when the Assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Unit. ~~The personal obligation shall not, however, pass to the successors in title of an Owner unless expressly assumed by such successors but shall remain, if unpaid at the time of transfer of title, as a lien upon the Unit.~~ The Owner of any Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he/she is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Article 5.14 below, whenever title to a Unit or Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all monies owed by the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. The Association may record in the Public Records of Sarasota County, Florida, a "Claim of Lien" setting forth amounts claimed due the

Association as to any one or more Units. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for assessments to be valid.

5.01.1 No Waiver or Excuse from Payment. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any common elements, by abandonment of the Unit for which the assessments are made, or by interruption in the availability of the unit or the common elements for any reason whatsoever. No unit owner may be excused from payment of his share of the common expenses unless all unit owners are likewise proportionately excused from payment, except as provided below as to certain mortgagees.

2. *Amendment to Article 5.14 of the Declaration to read as follows:*

5.14 Rights of Mortgagees. The lien of all assessments provided for herein which accrue and become due and payable with respect to any Unit or Parcel after a mortgage is recorded thereon, but prior to the conveyance of title as a result of foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such mortgage and the Owner acquiring title to such Unit or Parcel as a result of such foreclosure or conveyance in lieu of foreclosure shall not be liable for assessments pertaining to such Unit or Parcel becoming due within such period. Such unpaid share of the Common Expense or assessments shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring title to such Lot or Parcel through such foreclosure or conveyance in lieu thereof. Except as otherwise provided by law, the Association's lien for unpaid assessments shall be subordinate and inferior to the lien of any recorded first mortgage, unless the Association's Claim of Lien was recorded before the mortgage. However, the Association's lien for unpaid assessments is superior to, and takes priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded. Any lease of a Unit or Parcel is subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. It is the intention of this provision that any first mortgagee which takes title to a Unit or Parcel as a result of foreclosure of the mortgage or by a deed in lieu of foreclosure shall be liable for unpaid assessments and other charges that became due prior to the first mortgagee's acquisition of title in the manner provided in Section 718.116(1)(b), of the Florida Condominium Act (2012), as the same may be amended or renumbered from time to time. If no such limitation exists, then the first mortgagee shall be liable for unpaid assessments and other charges that became due prior to the first mortgagee's acquisition of title to the same extent as any other Unit or Parcel Owner. Any unpaid assessments for which a first mortgagee is exempt from liability becomes a common expense collectible from all Unit Owners.

Nothing contained herein shall, however, relieve an Owner or first mortgagee from responsibility for such unpaid assessments for the period of time he owned such Unit or Parcel. ~~Any assessments against a Unit or Parcel accruing prior to the recordation of a mortgage or after the acquisition of title as a result of foreclosure or deed in lieu of foreclosure shall be a lien against such Unit or Parcel in the manner generally provided for herein.~~

(The remainder of Article 5 is unchanged)

CRESTWOOD VILLAS OF SARASOTA
MULTI-CONDOMINIUM ASSOCIATION, INC.

By: David Nickerson
David Nickerson, President

Attest: James S. Coppola
James Coppola, Vice President

Cherie Turlington
Witness Signature

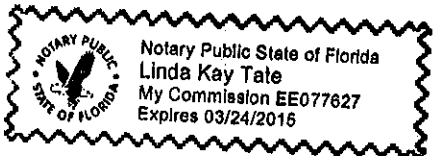
Cherie Turlington
Printed Name

Martin V. Conlon Jr.
Witness Signature

MARTIN V. CONLON JR.
Printed Name

STATE OF FLORIDA
COUNTY OF MIDDLE

The foregoing instrument was acknowledged before me this 14 day of NOVEMBER 2012 by David Nickerson, as President and James Coppola, as Vice President of CRESTWOOD VILLAS OF SARASOTA MULTI-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 persons are personally known to me.



Linda Kay Tate
Notary Public Linda Kay Tate
Printed Name _____
State of Florida
My Commission Expires 3.24.15