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**CRESTWOOD VILLAS OF SARASOTA
Multi-Condominium Association, Inc.**

**MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

Article I
Definitions

The following words and terms, when used in this Master Declaration or any Supplemental Master Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

1.01 "Articles" shall mean and refer to the Articles of Incorporation of the Association, as amended and restated from time to time.

1.02 "Assessment" shall mean and refer to a charge against a particular Owner and his Unit made by the Association in accordance with this Master Declaration and secured by a lien against such Unit as hereinafter provided. The following meanings shall be given to the following types of Assessments:

(a) "Regular Assessment" shall mean the recurring periodic assessment for each Owner's share of the budgeted common expense.

(b) "Special assessment" shall mean any Assessment made under the authority of this Master Declaration other than a Regular Assessment. Special Assessments may include, but shall not necessarily be limited to, amounts necessary to supplement regular Assessments; costs to bring a particular Owner or Unit into compliance with this Master Declaration, the Articles, By-Laws or rules adopted pursuant hereto; costs of adding, improving, repairing or replacing Common Property; or the cost of any service, material or combination thereof obtained by the Association for the use and benefit of an Owner or his Unit or Parcel as provided herein.

1.03 "Assessment Index" (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18)

1.04 "Board" shall mean and refer to the Board of Directors of the Association.

1.05 "By-Laws" shall mean and refer to the By-Laws of the Association, as amended and restated from time to time.

1.06 "Common Expenses" shall mean and refer to the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of Common Property, and all other areas of CRESTWOOD VILLAS maintained by the association and certain cross easement areas located within the adjacent Property known as CRESTWOOD VILLAS I, a Condominium and CRESTWOOD VILLAS II, A Condominium, operated by Crestwood Villas Condominium Association, Inc., both of which are herein defined.

(b) Unpaid Assessments.

(c) Expenses of administration and management of the Association which are not specific to a Component Community operated by the Association.

(d) The cost of utilities, trash pickup and disposal, and other services to the extent such services are paid for by the Association in accordance with this Master Declaration.

(e) The cost of any insurance covering the Common Property.

(f) Reasonable reserves as deemed appropriate by the Board.

(g) Taxes and other governmental assessments and charges against the Common Property paid or payable by the Association.

(h) Any amount paid by the Association for the discharge of any lien or encumbrance levied against the Common property or portions thereof.

(i) The cost of any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association in connection with the ownership, operation, maintenance, management or improvement of Common Property, and in furtherance of the purposes of the Association or a discharge of any obligation expressly or impliedly imposed on the Association by this Master Declaration.

1.07 "Common Property" shall mean and refer to the roads, streets, recreational lands serving more than one component community and other common areas, utility and drainage systems, facilities, rights and easements, together with such other tracts of land which may be dedicated, deeded or leased to the Association, or as to which easements, licenses or use rights may be granted to the Association, and designated in said dedication, deed, lease, easement, conveyance, license or other agreement as "Common Property," together with all improvements thereon and equipment, facilities and rights associated therewith or related thereto. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as Common Property. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and residents of CRESTWOOD VILLAS and their guests, subject to the provisions of this Master Declaration.

1.08 "Community Service System" shall mean and refer to a system of facilities, installations, ownership's, rights, licenses, uses, improvements, equipment or fixtures devoted to and intended for the common use, benefit and enjoyment of the Owners and residents of CRESTWOOD VILLAS, and their guests, whether in whole or in part deemed Common Property, or located within and being a part of a Component Community or otherwise. By way of explanation, not limitation, a Community Service System may include a common drainage and storm water management system, bike paths, recreational facilities, private roads, facilities to provide utilities, street lighting, cable television and other communication services, administrative support programs, and where reasonably required for implementation of such systems, appropriate ownership's interests, easements, servitudes, licenses and other use rights throughout CRESTWOOD VILLAS.

1.09 "Component Association" (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

1.10 "Component Community" shall mean and refer to a separate condominium within CRESTWOOD VILLAS.

1.11 "CRESTWOOD VILLAS" shall mean and refer to all of the land including Common Property, now or hereafter subject to this Master Declaration. The Property referred to herein as "CRESTWOOD VILLAS I, a Condominium" and "CRESTWOOD VILLAS II, a Condominium" shall not be included in the definition of "CRESTWOOD VILLAS."

1.12 "CRESTWOOD VILLAS I, a Condominium" shall mean and refer to a separate and distinct condominium community as recorded in Official Record Book 1638, Page 1537 et seq., and Amendments thereto. This condominium is not part of the Property and development referred to herein as "CRESTWOOD VILLAS".

1.13 "CRESTWOOD VILLAS II, a Condominium" shall mean and refer to a separate and distinct condominium community as recorded in Official record Book 1663, Page 1769, et seq., and Amendments thereto. This condominium is not a part of the Property and development referred to herein as "CRESTWOOD VILLAS".

1.14 "CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC." shall mean and refer to the entity responsible for the operation of CRESTWOOD VILLAS I, a Condominium and CRESTWOOD VILLAS II, a Condominium and certain other property conveyed to it by Quit Claim deed recorded in official record Book 2012, Page 2690, Public Records of Sarasota County, Florida.

1.15 "CRESTWOOD VILLAS HOLDINGS, INC." shall mean and refer to a previous owner of Declarant's property described herein on Exhibit "A".

1.16 "Cross Easement Areas" shall mean and refer to those certain areas within the property owned by CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. which include the entranceway and berm, private roadways and a lake for purposes of drainage for the use and benefit of Declarant and future owners of property in CRESTWOOD VILLAS. This term is also applicable to those certain areas within the Property owned by Declarant which includes private roadways and lake for purposes of drainage for the use and benefit of the members of CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

1.17 "Declarant" shall mean FIRST COMMUNITIES OF SARASOTA, a Florida General Partnership, or its successors, assigns, nominees or designees, in whole or in part, as such Declarant.

1.18 "Declaration" shall mean and refer to this Master Declaration, including any amendments hereto and any supplemental Master declarations filed hereunder. The term "Declaration" shall have the same meaning as the term "Master Declaration" and the term "Master Covenants".

1.19 "Delegate Member" (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

1.20 "Development Plan" shall mean and refer to the general development Plan for CRESTWOOD VILLAS as same now exists, and as it may from time to time hereafter be amended.

1.21 "Association" shall mean and refer to CRESTWOOD VILLAS OF SARASOTA MULTI-CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns. (The term "Master Association" throughout the Declaration is hereby changed to "Association".)

1.22 "Member" shall mean and refer to every person or entity who is qualified for membership pursuant to article 3 of this Master Declaration.

1.23 "Owner" shall mean and refer to the single or multiple Owner of record of the fee simple title to any Unit, excluding those having such interest merely as security for the performance of an obligation.

1.24 "Parcel" (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

1.25 "Restatement, Modification, and Creation of Easements, Covenants and Restrictions" ("Agreement") shall mean and refer to that certain Agreement between CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. and CRESTWOOD VILLAS HOLDINGS, INC., recorded in Official record Book 2012, Page 2635, Public Records of Sarasota County, Florida, setting forth certain cross easements, maintenance responsibilities, rules and regulations and payment procedures for property located within CRESTWOOD VILLAS I, a Condominium and CRESTWOOD VILLAS II, a Condominium and Declarant's property.

1.26 "Unit" shall mean and refer to a discrete condominium unit within a condominium created on lands forming a part of CRESTWOOD VILLAS and that is subject to this Declaration. The term "Unit" shall

not include any land that is Common Property.

ARTICLE 2
THE PROPERTY

2.01 Existing Property. The real property which is subject to this Master Declaration is described on Exhibit A, attached hereto and made a part hereof.

ARTICLE 3
MEMBERSHIP IN THE ASSOCIATION

3.01 Membership. The Owner of each Unit subject to this Declaration shall be a member of the Association and no one who is not an owner of an interest in a Unit shall be a member of the Association. Each owner agrees that he shall accept membership in the Association and agrees to be bound by this Declaration, the Articles and By-Laws of the Association and the rules and regulations enacted pursuant thereto. Membership in the Association is automatic upon acquisition of ownership of a Unit and may not be transferred separate and apart from a transfer of ownership of the Unit. Membership shall likewise automatically terminate upon the sale or transfer of an owner's interest in a Unit, whether voluntary or involuntary. A member's voting rights or privileges in connection with the Common Property, or both, may be regulated or suspended as provided in this Declaration, the By-Laws or Association rules.

3.02 Voting Rights. For purposes of voting rights only, the Association shall be deemed to have one type of membership, i.e., Regular Membership.

(a) Regular Membership. Regular Members shall be all Owners of Units. Regular Members shall be entitled to one vote for each Unit in which such members hold a required ownership interest; provided, however, that when there are multiple owners of a Unit, there shall nevertheless be only one vote for each Unit, which vote shall be exercised among the Owners of said Unit as provided in the By-Laws. Although regular Members shall be entitled to vote as provided herein, the right of regular Members to cast their vote is limited by this Master Declaration and the By-Laws.

(SECTIONS 3.02 (b) Delegate Membership; (c) Declarant Membership and (i), (ii) and (iii) and, SECTION 3.03 Delegation of Voting Rights, ARE DELETED - SEE NOTE 1 ON PAGE 18.)

3.04 Election of Board of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

3.05 Control of Board During Development. (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

ARTICLE 4
COMMON PROPERTY

4.01 Description of Common Property. The Common Property shall include all real property, interests in real property, easements, rights of way, licenses, use rights and servitudes that are now or hereafter specifically set aside, designated, reserved, granted, assigned, or deeded to the Association by Declarant for the common use and enjoyment of owners in CRESTWOOD VILLAS. Common property may include Community Service Systems established within CRESTWOOD VILLAS and designated as such. Common Property may be identified, described, or designated as such by Declarant or developers of Parcels, with the written consent of Declarant, as part of the declarations, plats and other documents establishing Component Communities. Such designation, delineation, description and dedication to common use as Common Property as part of the establishment of a Component Community shall, subject to the limitations and provisions

contained in such documents, provide a continuing process of the development and delineation of Common Property and establish the common use rights of the Association and its Members therein. Without limitation, Common Property shall include the following:

(a) Recreational Facilities. As a part of the Development Plan, Declarant shall construct tennis facilities, a swimming pool, recreational center building, and shuffle board courts (hereinafter "recreation facilities") within CRESTWOOD VILLAS. Subject to the terms hereof, the Declarant shall transfer ownership to the Association whereupon the Association shall operate, maintain and hold record title to such recreation and related facilities for the use and benefit of its members. Said facilities shall become part of the Common Property and the Association shall have the right, duty and prerogatives to operate and maintain the facilities and to enter into such contracts, leases and arrangements as may be necessary or appropriate to the operation, maintenance and management of said facility

(b) Easements. Common Property shall include easements or landscaping, signage and lighting, utilities and drainage (including detention and retention), whether located within Component Communities or Parcels. Such easements shall be for the purposes so indicated on any such plats.

(c) Tangible Personal Property. Tangible personal property which may be provided by the Declarant or acquired by the Association for the common use and benefit of the Owners within CRESTWOOD VILLAS as well as tangible personal property related to or forming a part of any Community Service system, if not owned by a government or other provider of the particular service, shall be deemed Common Property.

(d) Community Service Systems. Such additional ownerships, uses, licenses, easements, servitudes, use rights and property that may form a part of any Community Service System not herein specifically set forth, as may be established by Declarant or subsequently established by the Association.

(e) Drainage System. The drainage system for CRESTWOOD VILLAS consists of certain lakes, ditches, culverts, lines, structures and in fall and out fall facilities. The drainage system in the aggregate is located within Component Communities, Common Property and the property of CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. The drainage system shall be for the use and benefit of all lands that may not or hereafter form a part of Crestwood Villas, and each owner of a Unit shall be deemed to have a perpetual non-exclusive easement, right, license and servitude to the use of the drainage system subject to regulation by the Association. The lake which may be located within a Component Community is also for the use and benefit of CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., and its members by virtue of a perpetual non-exclusive easement for purposes of drainage and retention of surface water runoff granted to it in the Agreement entitled "Restatement, Modification and Creation of Easements, Covenants and Restrictions" as defined herein. Likewise, the Association and its members have a non-exclusive perpetual easement for purposes of drainage and retention of surface water runoff to the lake located within the property owned by CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. as described in the "Agreement". The drainage system, with the exception of the lake located outside of the boundaries of the Declarant's property, shall be maintained by the Association, to the extent such maintenance is not the responsibility of public authorities whether the system lies within Component Communities' boundaries or is within the Common Area of CRESTWOOD VILLAS. The Association through the Board of Directors, may reconfigure component parts of the drainage system, provided same is then in accordance with sound engineering practices, and such reconfiguration, modification or alteration has been approved, in writing, by the Sarasota County Engineer and the Southwest Florida Water Management District. The lake and pond areas within the drainage system will require the maintenance of certain aquatic vegetation. The Association shall be responsible for the continued maintenance of such vegetation pursuant to the requirements of Sarasota county or Southwest Florida Water Management District. In such event, the perpetual non-exclusive drainage easement rights of all such owners shall without necessity of additional written documentation be transferred from the previously existing drainage system to the revised system.

(f) Irrigation System. The irrigation system is for the use and benefit of all lands that may now or hereafter form part of CRESTWOOD VILLAS. The Association and each owner of a Unit shall be deemed to have a perpetual non-exclusive easement right, license and servitude to the use of all components of the irrigation system whether such is located within a Component Community or within the Common Property of CRESTWOOD VILLAS.

(g) Roadways and Parking. The street and roadway system for CRESTWOOD VILLAS consist of certain streets, roads, medians and rights-of-way. The entrance way (Crestlake Blvd.) and a portion of Brittany Lane are owned by CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. as more fully set forth in the Restatement, Modification, and Creation of Easements, Covenants and Restrictions. The Association and its members shall have a perpetual non-exclusive easement for the purposes of ingress and egress of pedestrian and vehicular traffic over such roads, as well as all other private roadways, paved walkways and right-of-ways located within the property owned by CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., as set forth in "Restatement, Modification and Creation of Easements, Covenants and Restrictions" referred to and defined herein. Likewise, CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. has been granted reciprocal easements over private roadways, paved walkways and rights-of-way located within the CRESTWOOD VILLAS property, as stated in the "Agreement". The roadway system is located primarily between Component Communities. The non-reserved parking areas may exist outside of the platted areas of the Component Communities. The roadway system and parking areas shall be for the use and benefit of all lands that may now or hereafter form a part of CRESTWOOD VILLAS, and each owner of a Unit shall be deemed to have a perpetual, non-exclusive easement, right, license and servitude to the use of the roadway system and parking areas. The roadway system and parking area shall be maintained by the Association, to the extent such maintenance is not the responsibility of public authorities.

(h) Environmentally Sensitive Areas. In the event any lands within a Component Community or within the Common areas of CRESTWOOD VILLAS are classified as being environmentally sensitive all within the jurisdiction of the Southwest Florida Water Management District control, such areas shall be so designated on any plat or plot plan of the Component Community and shall not be developed or otherwise disturbed without permission of the Southwest Florida water Management District.

(i) Additional Common Property. Other Common Property may be acquired by the Association before or after termination of the Declarant membership status.

4.02 Members' Easement of Enjoyment. Every member shall have a non-exclusive easement for the use and enjoyment of the Common Property in common with the other members, which shall be appurtenant to and to pass with the member's title to a Unit. Such rights shall, however, be subject to the provisions of the Master Declaration, the Articles and the By-Laws.

4.03 Title to Common Property. Declarant may retain ownership of each part of the Common Property until such time as Declarant shall transfer or assign ownership, title or the interest in such Common Property to the Association. Notwithstanding such retained ownership or rights of Declarant, however, the Association shall be responsible for maintenance of such parts of the Common Property as may have been made available by Declarant for the common use, enjoyment and benefit of the Owners within CRESTWOOD VILLAS; provided, however that the Association shall have no maintenance responsibility until after the first conveyance of a Unit by Declarant.

4.04 Delegation of Use. Any owner may delegate his right of enjoyment in the Common Property to the members of his family, tenants or social guests, subject to the provisions of the By-Laws and the rules and regulations adopted by the Association.

4.05 Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association nor release the Unit owned by him from the liens and charges for such assessments thereof by waiver of the use and enjoyment of the common Property or non-use thereof, or the abandonment of his Unit.

4.06 Extent of Members' Easement. The rights and easements of enjoyment created herein shall be subject to the following:

(a) The right of the Association to limit the number of guests of members and to limit the use of the Common Property by members not in possession of a Unit, even though such member owns such interest in the Unit as may be required for membership. Provided, however the Association shall have no right to limit or prohibit use of the roadway system by guests, invitees, licensees, members or family members of an Owner.

(b) The right of the Association to establish reasonable rules and regulations governing the use of the Common Property.

(c) The right of the Association, pursuant to its Articles and By-Laws, to borrow money for the purposes of improving, replacing, restoring or expanding the Common Property, or adding new Common Property, and in aid thereof to mortgage the Common Property, provided that the prior affirmative vote or written approval of the Owners of not less than two-thirds of the Units must be obtained in order to mortgage the Common Property. Provided further that the rights of such mortgagees shall be subordinated to the rights of the members. In the event of a default upon any such mortgage on the Common Property, the lender's rights thereunder shall be limited to a right, after taking possession of such property to charge admission and other fees as a condition to continued enjoyment of the members, and if necessary, to open the enjoyment of the Common Property to a wider public until the mortgage debt is satisfied, whereupon the possession of and title to such property shall be returned to the Association and all rights of the members hereunder shall be fully restored. Provided, however, that the Association's authority to mortgage hereunder shall not extend to any part of the Common Property providing essential access, drainage or other utility services to Component Communities or Units.

(d) The right of the Association to suspend the rights to use the exclusive and non-exclusive facilities located on the Common Property by a member for any period during which any assessment against his Unit remains unpaid and delinquent; and for a period not to exceed THIRTY (30) days for any single infraction of the rules and regulations of the Association. Provided, however, that any suspension of such right to use the facilities located on the common Property, other than for failure to pay assessments, shall be made in accordance with the By-Laws and after notice and hearing in accordance therewith.

(e) The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

(f) The right of the Association by its Board to dedicate or transfer to any public or private utility, utility or drainage easement on any part of the Common Property, or which easements or use rights form a part of the Common Property.

(g) The right of the Association to grant additional non-exclusive easement rights forming a part of the Common Property or over Common Property to owners of property not part of CRESTWOOD VILLAS, for the purposes of access, ingress, utilities or drainage. Such grant shall ordinarily be on the condition that such non-members contribute in a fair and equitable manner to the maintenance of the portion of the Common Property in which such rights are granted. The Association shall establish a method of determining such rateable contribution at the time such easements may be granted.

(h) The right of the Association to levy service charges, user fees and rental charges in connection with the use of the recreation, clubhouse and related facilities.

(i) The Right of Declarant (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

4.07 Common Property Encroachments.(THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

4.08 Disturbance of Common Property. No portion of the Common Property shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance, repair and improvement, without the prior written approval of the Association.

4.09 Right of Emergency and Other Governmental Personnel and Vehicles. Notwithstanding that the Common Property shall be privately owned, all emergency vehicles, including without limitation, fire, police, ambulance, rescue and similar vehicles, as well as vehicles belonging to Sarasota County Pollution Control Division personnel and governmental or private suppliers of utilities, shall be privileged to cross and to recross the Common Property for all legitimate, proper and reasonable purposes while in the pursuit of their duties. Sarasota County law enforcement officers, health and pollution control personnel, emergency medical service personnel and fire personnel are further hereby granted authority to enforce cleared emergency vehicle access in the performance of their duties, to the extent same may be necessary with respect to the Common Property.

ARTICLE 5
COVENANTS FOR MAINTENANCE ASSESSMENTS

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, or 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 By-Laws. 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 each 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 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.

5.02 Purpose of Assessments. Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles and By-Laws. Amounts for Common Expenses provided herein shall be used for the general purpose of promoting the recreation, health, safety, welfare, common benefit and enjoyment of the Owners and occupants of CRESTWOOD VILLAS, and of maintaining and operating the Common Property, and the values thereof, all as may be authorized from time to time by the Board.

5.03 Regular Assessments. The Amount and time of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and By-Laws after giving due consideration to the current maintenance, operational and other costs and the future needs of the Association. Regular Assessments may include amounts established for reserves. Not later than thirty (30) days prior to the beginning of each fiscal year, the Board shall estimate the total Common Expenses to be incurred for the fiscal year and the amount of Regular Assessments to be paid by each Owner to defray such costs. Written notice of the annual Regular Assessment shall be sent to every member. In establishing the Regular Assessment, the Board may include assessments levied pursuant to the declarations creating the Component Communities and levy a single assessment against each Owner as provided in the By-Laws. Each Owner shall thereafter pay to the Association his Regular Assessment in such installments as may be established by the Board.

5.04 Special Assessments. The Association may levy such Special Assessments as may be determined to be necessary or desirable in carrying out its responsibilities and duties under this Master Declaration. The amount and purpose of all such Special Assessments shall be established by the Board, unless otherwise provided. Without limiting the generality of the foregoing, the following circumstances shall authorize Special Assessments:

(a) Supplementary Amounts. If the Board shall determine that the Regular Assessments for the current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Special Assessment against each Unit, specifying the date or dates when due.

(b) Compliance. Special Assessments shall be levied by the Board against a Unit to reimburse the Association for costs incurred in bringing an Owner or his Unit into compliance with this Master Declaration.

(c) Improvement. The Association may levy a Special Assessment for the purpose of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property, including any fixtures and personal property related thereto. Provided, however, that all such Special Assessments must be approved by the Owners of not less than two-thirds of the Units; by at least a majority of the votes entitled to be cast by Regular Members; and by the Declarant during the time it has Declarant membership status. Such Special Assessments shall be payable at such time and in such installments as may be determined by the Board and approved by the Membership as otherwise provided for approval of the assessments. All amounts so collected may only be used for capital improvements and shall be deposited by the Board in a separate account to be held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the members.

(d) Services. If the Association undertakes to provide materials or services which benefit individual Units, but which can be accepted or not by the Owner, such as contracting in bulk for repairs, services, materials or maintenance, cable television services in excess of basic service, cable television, community antenna television, rental of storage areas or other materials or services, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service, or charge to such Owner, shall be a Special Assessment against such Owner and his Unit. The Owner will be deemed to have agreed to such assessment by subscribing, requesting or accepting such material or service.

5.05 Easement Area Assessments. The Association shall pay a prorata share of the maintenance costs of the easement areas located within the property owned by CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC., including but not limited to roadways, entranceway and the lake (for drainage). Similarly, CRESTWOOD VILLAS CONDOMINIUM ASSOCIATION, INC. shall pay to the Association a prorata share of the maintenance costs of the easement areas located within CRESTWOOD VILLAS property, including but not limited to, private roadways, and the lake (for drainage). Prorata shares shall be determined as provided in the agreement.

5.06 Sharing Common Expense. Each Unit's share of the Common Expense shall be equal. Regular and Special Assessments shall, unless otherwise provided herein, be levied in the same proportion by which the Units share the Common expense and be collected at such intervals as may be determined by the Board, subject to any prescribed Membership approval. Special Assessments for compliance or services will not be uniform in amount because of their nature, but they shall be handled and processed in a uniform and non-discriminatory manner, and all Units similarly situated shall be assessed in a uniform manner.

5.07 Commencement of Regular Assessments. (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

5.08 Pre-Development Assessment of Parcel. (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

5.09 Certificate of Payment. The Association shall upon request furnish to any Owner liable for assessments a certificate in writing signed by an officer or authorized agent of the Association setting forth whether the assessments levied against the Owner of a specified Unit have been paid, and the date and amount, if known, of the next assessment or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

5.10 Exempt Property. The Common Property shall be exempt from all assessments created herein.

5.11 Regular Assessment Rate. The Regular Assessment shall be established by the Board based upon a budget adopted by the Board pursuant to the By-Laws.

5.12 Reserves. The Board may establish reserve accounts funded from Regular Assessments in reasonable amounts and in such categories as are determined by the Board for deferred maintenance and repair, including maintenance of all Common Property, emergency repairs as a result of casualty loss, recurring periodic maintenance or initial cost of any new service to be performed by the Association. All amounts collected as a reserve shall be deposited or invested by the Board in separate accounts to be held in trust for the purposes for which such funds are collected, and shall not be comingled with any other funds of the Association. Such reserve shall be deemed a contribution to the capital account of the Association by the Members.

5.13 No Offsets. All assessments shall be payable in the amount specified by the assessment and no offsets against such amount shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its responsibilities and authorities as provided in this Master declaration.

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 after a mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such mortgage and the Owner acquiring title so such Unit as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for assessments pertaining to such Unit 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 through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall, however, relieve an Owner from responsibility for such unpaid assessments for the period of time he owned such Unit. Any assessments against a Unit accruing prior to the recordation of a mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Unit in the manner generally provided for herein.

5.15 Budget. The Board of Directors shall prepare budgets for the Common Expenses and each Component Community as provided in the By-Laws.

5.16 Non-Payment of Assessment and Remedies of Association.

(a) All assessments shall be paid to the Association.

(b) If any assessment levied by the Association is not paid within FIFTEEN (15) days of the due date specified by the Association when the assessment is levied, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, be a continuing lien on the Unit against which such assessment was made, binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid within such FIFTEEN (15) day period, then a late charge of \$25.00 shall be levied and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law then in effect. As a condition to

bringing an action at law or for foreclosure of a lien, the Association shall first record a Notice of Lien among the Public Records of Sarasota County, Florida, and furnish a copy of such notice to the then Owner by United States mail, either certified or registered, return receipt requested. (Failure of the Association to obtain a receipt shall not, however, prevent enforcement of such assessment or lien.) If such assessment, together with interest and costs attendant thereon, is not paid in full within FIFTEEN (15) days after the date of such notice is deposited in the United States mail, then thereafter the Association may bring suit at law for damages or foreclose its lien, or both. Upon the timely payment or other satisfaction of all delinquent assessments specified in a Notice of Lien and all other assessments which have become due and payable with respect to the Unit as to which such notice was recorded, together with such interest, late charges and attorney's fees as may be applicable pursuant to this Declaration, the Association shall furnish a recordable release of such notice.

5.17 Taxes on Roadways. The Association shall be responsible for the payment of the real property taxes assessed against the streets and roadways within CRESTWOOD VILLAS which are not part of a Unit or part of the Common Elements of a Component Community. In the event of the Association's failure or refusal to pay any property tax assessed against a parcel within CRESTWOOD VILLAS which is a street or roadway not a part of a Unit of a Component Community, the County of Sarasota a political subdivision of the State of Florida, shall have the right to assess each Unit and Parcel within CRESTWOOD VILLAS for its prorata share of the tax against said street or roadway parcel, based upon the same proportion by which the Unit or Parcel shares in the Common Expense of the Association for the payment of the property tax on said parcel. Sarasota County shall have the same rights and powers to assess, collect and enforce collection of the assessment described herein as the Association has to collect and enforce collection of assessments as described in this Declaration; including, but not limited to, the right to receive late charges, interest, costs and attorney's fee.

5.18 Interests and Costs. All assessments and other amounts due the Association pursuant to this Master Declaration shall bear interest at the highest rate permitted by law. The liens in favor of the Association shall secure the amount of the assessment, all interest accruing thereon, late charges and all costs of collection thereof, whether enforced by suit or otherwise, including a reasonable attorney's fee at trial and any appellate level. The Association shall be entitled to recover such interest, late charges, costs and fees from any Owner personally liable for the assessment as to which they apply.

5.19 Collection of Assessments through Component Associations. (THIS SECTION DELETED SEE NOTE 1 ON PAGE 18).

5.20 Declarant Assessment. (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18).

5.21 Additional Exemptions. No Common Property shall be subject to assessments.

ARTICLE 6 DUTIES AND POWERS OF THE ASSOCIATION

6.01 General Duties and Powers of the Association. In addition to the duties and powers enumerated herein and in the Articles and By-Laws, and without limiting the generality thereof, the Association shall:

(a) Enforce the provisions of this Master Declaration, the Articles and By-Laws by appropriate means and carry out the obligation of the Association hereunder.

(b) Maintain, regulate and otherwise manage all of the Common Property.

(c) Pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.

(d) Obtain all required utility and other services for the Common Property, except to the

extent same is a direct obligation of the Owner, and to obtain and pay for the cost of electrical power for street and sign lighting within CRESTWOOD VILLAS.

(e) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(f) Have the power to acquire additional Common Property by purchase or lease.

(g) Have the power to contract for cable television service and/or community antenna television system or other communications signal system for the benefit of Owners and the Common Property. Any Component Community may elect not to be included in such a contract, but such election shall not entitle the owners of Units located in the Component Community to offset against assessments levied by the Association.

(h) Have the power to contract for, acquire, lease or operate Community Service Systems.

(i) Have the power to negotiate and contract for such materials and services for the benefit of the Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by Special Assessment.

(j) Have the power to borrow money and pledge assets of the Association as security therefore pursuant to this Master Declaration..

(k) Have the power to make and enforce reasonable rules and regulations governing the Common Property, which rules and regulations shall be consistent with this Master Declaration.

(l) (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

(m) Have the power to enforce Declarations of Condominium for any Component Community directly against the owners of units located in such Component Community.

(n) Have any and all powers reasonable necessary, appropriate or deemed desirable to oversee, manage, maintain and operate the recreation facilities, including any and all powers expressed, implied or to be inferred from the provisions of Article 5 or other parts of this Declaration.

6.02 Implied Powers. The Association shall have all power and authority reasonably necessary for it to carry out each and every obligation set forth in this Master Declaration, the Articles or By-Laws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE 7 REPAIR AND MAINTENANCE

7.01 Repair and Maintenance by the Association. The Association shall be responsible for the maintenance, repair and replacement of the following:

(a) The Common Property, including all improvements, facilities, equipment and supplies.

(b) Any part of any Unit designated as a "landscape easement" or "limited common element" which shall include the right of entry and re-entry for the purpose of planting, maintaining, irrigating, trimming,

pruning and replacing all landscape material located within such landscape easement, as well as attending to any signage and lighting forming a part of such landscape easement. This obligation shall also extend to the perimeter walls which may abut a Unit's limited common element land area.

(c) Landscape medians within any public street that runs through or adjacent to any part of CRESTWOOD VILLAS, including but not limited to, irrigation systems, landscaping, walls, fences, gates, signs and such other structures as may be located within such rights of way for artistic or decorative purposes, other than street improvements and public utilities. Likewise such landscape medians within any public street that is continuous or adjacent to all or any part of CRESTWOOD VILLAS to extent that same is not maintained by public authorities at an acceptable level, as determined by the Board.

(d) Community Service Systems within CRESTWOOD VILLAS, to the extent same are not the responsibility of a provider of service or government having jurisdiction.

(e) All retention lakes and ponds located within or adjacent to CRESTWOOD VILLAS that are not dedicated to and accepted for maintenance by public authorities, and all such lakes and ponds so dedicated to the extent not maintained by public authorities to an acceptable level as determined by the Board.

(f) In conjunction with Section 7.01(e), any storm water or management system within CRESTWOOD VILLAS, and any storm water discharge facility within CRESTWOOD VILLAS as exempted or permitted by the Florida Department of Environmental Regulation with respect thereto, the Association may establish appropriate rules and regulations, assess the Owners hereunder for the cost thereof and contract for services to provide for the operation and maintenance of such system and facility.

(g) Any signs and attendant lighting and landscaping in medians or on any easement granted the Association, and any street signs installed by Declarant or the Association, as well as public signs to the extent not maintained by public authorities to a level deemed acceptable by the Board. The expense of all the foregoing shall be a Common Expense except as otherwise herein expressly provided, and the Association shall provide a uniform level of maintenance, repair and replacement of the Common Property and other items to be maintained hereunder. Provided, however, that if an item of maintenance, repair or replacement is the result of an intentional or negligent act of an Owner or member, his family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused shall be the responsibility of the Unit, and even though the cost thereof may be advanced as a Common Expense, same shall be billed to the Owner and his Unit for reimbursement as a Special Assessment hereunder.

~~7.02 Repair and Maintenance by Owner. Each Owner shall have no repair and maintenance responsibility with respect to Common Property or other items to be maintained by the Association hereunder, except for obligations as a result of intentional or negligent acts as provided in Section 7.01.~~

ARTICLE 8 INSURANCE AND RECONSTRUCTION

8.01 Insurance by Association. The Association shall obtain and continue in effect as Common Expense the following types of insurance:

(a) Comprehensive policy of public liability insurance covering the Common Property with limits to be approved by the Board, covering claims for personal injury and/or property damage, such coverage to include protection against water damage liability, liability for non-owned and hired automobiles and liability for property of others and such other risks as shall customarily be covered with respect to similar developments and risks, which policy shall contain a "severability of interest" endorsement or the equivalent, which shall preclude the insurer from denying the claim of an Owner because of negligent acts or omissions of the Association or other Owners.

(b) A policy of fire and casualty insurance with extended coverage for the replacement value

of all improvements to the Common Property, as shall be determined annually by the Board. The Association shall likewise insure tangible personal property owned by it.

(c) Such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

8.02 Owner's Insurance. The Association shall provide insurance coverage as set forth in Section 8.01. The Association shall not provide any insurance with respect to any Unit, nor shall it provide any insurance with respect to liability, theft, damage or any other casualty loss for any private property of any Owner, his tenant or their guests or family members, all of same to be the responsibility of the Owner as may be applicable.

8.03 Destruction of Improvements. In the event of partial or total destruction of improvements to the Common Property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of any mortgagee whose interest may be protected by said policy. Provided, however, any mortgagee to any mortgage which, in accordance with the provisions of the mortgage, shall have the right to demand insurance proceeds in the event of a casualty or loss to the property encumbered by said mortgage waives the right to such proceeds if the proceeds are used pursuant to this Declaration to repair, replace or restore the property subject to the mortgage lien. If the proceeds of such insurance are insufficient to repair, restore or replace such damaged improvements, the Board shall initiate a Special Assessment for improvements and submit same to a vote of the members in accordance with this Master Declaration. Any reserves for deferred maintenance of damaged or destroyed improvements may also be used in such repair, replacement or reconstruction. If a Special Assessment is necessary in order to enable the Association to reconstruct such improvements, and if same is not approved in accordance with this Master Declaration, the Board shall cause the Common Property to be restored as nearly as practicable to its former condition, using insurance proceeds, reserves and such Special Assessment amounts as may be approved. If any excess insurance proceeds remain, the Board may place same in a special improvement fund, or add them to the general funds of the Association, or a combination thereof, unless same be demanded by the mortgagee holding any mortgage encumbering the Common Property so damaged. At any time after such damage, the Association may again submit proposed Special Assessments in order to enable it to reconstruct such improvements to the membership, and if approved the Association shall again restore and repair the Common Property to its former condition, to the extent possible.

ARTICLE 9 USE RESTRICTIONS

The following protective restrictions, limitations, conditions and agreements are hereby imposed upon the Property subject to this Declaration and shall apply to all present and future Owners of Units, their tenants and their respective guests, families and invitees.

9.01 Residential Use Only. Unless provided by the Master Declaration, no Unit or Parcel shall be used for other than private residential purposes and no building shall be erected, altered, placed or permitted to remain on any Unit or Parcel other than one used for residential purposes. Nothing contained herein shall restrict Common Property from its intended use.

9.02 Commercial Use. No Unit shall be used in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending or any non-residential purpose, except as provided herein. The Board may, in its discretion, authorize use of a Unit for home occupation, incidental to the primary residential use, provided such home occupation primarily involves administrative, artistic or professional activity. Any home occupation so approved may continue without further approval unless there is a significant change in the nature or scope of the activities involved.

9.03 Signs. No sign or billboard of any kind shall be displayed to public view from any Units, Parcel or living unit, or elsewhere in CRESTWOOD VILLAS except as follows:

(a) Directional and informational signs associated with the Common Property or CRESTWOOD VILLAS in general, as may be approved by the Board.

(b) Signs used by Declarant, its successors or assigns or its sales agents in connection with the development and sale of CRESTWOOD VILLAS.

(c) Small address and family nameplates as may be approved by the Board in a uniform manner.

(d) "For Sale" signs may be placed by the owner if (i) placed in a Unit window and not larger than 576 square inches, or (ii) placed outside a Unit parallel to, and not more than 24 inches away from, a Unit wall.

9.04 Noxious Activities. No noxious or offensive activity shall be carried upon or within any Unit, Parcel or building, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to any other Owner or unreasonable interference with his enjoyment of his own Unit, home or the Common Property.

9.05 Prohibition Against Further Subdivision. If any Parcel is subdivided by recordation in the Public Records of Sarasota County, Florida of an approved plat of such parcel, the lots shall not be further subdivided so as to create additional lots. Anything herein to the contrary notwithstanding, the Declarant expressly reserves to itself, its successors or assigns the right to replat any lot or lots shown on the plat of any such subdivision in order to create a modified building lot or lots. Provided further that Declarant may convey single family building sites with reconfigured boundaries from those shown on a plat, and the tract as so bounded and conveyed by Declarant shall be deemed a "lot" subject to the provisions hereof as though same were originally platted as such. Nothing contained herein shall, however, authorize Declarant to increase the number of lots beyond that approved by the Board of County Commissioners of Sarasota County from time to time.

9.06 Temporary Structures. No structure of a temporary character shall be placed upon any Unit or parcel at any time; provided, however, that this prohibition shall not apply to shelters or temporary structures used by contractors during the construction of permanent structures. Provided further that permitted temporary structures may not at any time be used as a residence or permitted to remain on the Unit or Parcel after completion of construction.

9.07 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within CRESTWOOD VILLAS, except that dogs, cats or other household pets may be kept upon and within the Units and living units of their Owners, provided that they are not kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable. Any such pets, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner or other person responsible for such pet and the Owner of the Unit or Parcel on which such person resides, if such Owner is not also the person responsible for the pet. All pet owners shall be fully responsible for the actions of their pets. Exposed excrement on Units, lawns or boulevards shall be considered a nuisance and unreasonable annoyance hereunder. This provision shall not be deemed to prohibit more strict restrictions on pets to be contained in any Supplemental Master Declaration or the documents establishing any Component Community or governing any parcel.

9.08 Unightly Items. Weeds, rubbish, debris or other unsightly materials or objects of any kind shall be regularly removed from the Units and Parcels and shall not be allowed to accumulate thereon. Prior to improvement of a Unit or Parcel by construction of a dwelling thereof, the Owner thereof shall cause the

underbrush and weeds to be cut or mowed at least SIX (6) times a year, with one such cutting to be at or near the end of the growing season. If any Owner shall fail to remove such unsightly items or objects or to clear and mow his Unit or Parcel, then after reasonable written notice to the Owner, the Association or its agents may enter upon such Unit or Parcel and cause such work to be performed, and the cost thereof shall be a Special Assessment against such Owner and the Unit or Parcel. The Association and those acting for it shall not be responsible for any damages on account of the disposition of any accumulated materials so removed so long as the Board exercises good faith.

9.09 Utilities. All utility services, including but not limited to, electric, gas, telephone and cable television, shall be located beneath ground as an underground utility and no overhead or above ground wires or cables shall be permitted upon any Unit or Parcel or within CRESTWOOD VILLAS.

9.10 Drainage. First floor levels, grading and contours of each Unit and Parcel shall be such as to provide proper drainage of the Unit or Parcel without adversely affecting adjacent property. Once a proper drainage pattern is established, no filling or grading shall be done that would adversely affect such drainage pattern. All slopes and swales providing such drainage shall be maintained. Protective slopes around all buildings shall be provided on every Unit by the respective owner and side lot lien swales shall be planned, maintained and preserved to prevent standing water in the rear.

9.11 Fences. No fence of any kind shall be commenced, erected or maintained upon any Unit, nor shall any addition to or change or alteration therein be made until the plans and specifications, showing nature, kind, shape, height, materials, colors and location of same have been submitted to and approved in writing by the Board or any Architectural Review Committee of the Association. Approval shall be based upon harmony of external design, location, materials and color in relation to the surrounding structures, the Common Property and CRESTWOOD VILLAS in general.

9.12 Additional Restrictions. In addition to this Master Declaration, the Declarant or others may record for parts of CRESTWOOD VILLAS specific covenants, deed restrictions, declarations of covenants, declarations of condominium, community or condominium association documents and other documents applicable thereto either by master instrument or individually recorded instruments. Such documents may vary as to different parts of CRESTWOOD VILLAS in accordance with the Declarant's Development Plan and the location, topography and intended use of the land subject thereto. To the extent that part of CRESTWOOD VILLAS is made subject to such specific documents, such land shall be subject both to those documents and this Master Declaration. Nothing contained in this section shall require the Declarant to impose uniform restrictions, or to impose restrictions of any kind on all or any part of the property that may become a part of CRESTWOOD VILLAS, except as expressly provided herein. If the use restrictions contained in this Declaration conflict with specific use restrictions contained in any document applicable to any Component Community, then the more restrictive provision shall apply.

ARTICLE 10 GENERAL PROVISIONS

10.01 Enforcement. The Association or any Owner shall have the right to enforce by proceedings at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Master Declaration, or any amendment hereto, including the right to prevent the violation as any such provisions and the right to recover damages for such violations; provided, however, that with respect to assessments liens the Board shall have the exclusive right to the enforcement thereof. Failure of the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.02 Severability. Invalidation of any part of this Master declaration by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

10.03 Covenants. The covenants, conditions and restrictions of this Master Declaration shall run with the land, bind all the property and inure to the benefit of and be enforceable by the Association and any Owner as provided above, their respective personal representatives, heirs, successors and assigns, for a term of NINETY-NINE (99) years from the date this Master Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended successive periods of TWENTY-FIVE (25) years, unless an instrument, signed by the Owners of TWO-THIRDS (2/3) of the Units has been recorded at least ONE (1) year prior to the end of any such period agreeing to terminate this Master Declaration. No such termination shall impair the rights of any Owner or Unit to the use and benefit of any easements set forth herein. Provided, however, that at any time by a SIXTY PERCENT (60%) vote of the members of the Association, this dDeclaration may be amended where necessary to comply with regulations of the Veterans Administration, the Federal Housing Administration, the office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board or other similar governmental agency.

10.04 Construction. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a plan for the development of high quality residential community. Therefore, the maintenance, preservation and regulation of the Common Property is a priority objective of this Master Declaration and the Association. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. This Master Declaration shall be construed under the law of Florida. Whenever the context of this Master Declaration, The Articles or By-Laws, require, the singular shall include the plural and plural the singular, and any one gender may refer to any other gender. If any term, provision, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant and condition of this Declaration shall be valid and be enforced to the fullest extent permitted by law.

10.05 Amendment This Master Declaration may not be amended by the Owners during the first FIVE (5) years after this Master Declaration is recorded. Thereafter, this Master Declaration may be amended only by the Vote of not less than SEVENTY PERCENT (70%) of all members. If any term, provision, covenant or condition of this Declaration or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such term, provision, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, provision, covenant and condition of this Declaration shall be valid and be enforced to the fullest extend permitted by law.

10.06 Attorneys Fees. In the event any action is instituted to enforce or construe the provisions contained in this Master Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgement reasonable attorney's fees and the costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys fees and costs shall be a special assessment with respect to the Unit involved in the action.

10.07 Declarant (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

10.08 Withdrawal of Property. (THIS SECTION DELETED - SEE NOTE 1 ON PAGE 18.)

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by its officer thereunto duly authorized this 28 day of December, 1988.....

(See original document for signatures & Notary Public seal. Original instrument was prepared by:
Paul E. Olson, Esquire, of Syrett, Meshad, Resnick & Lieb, P.A, 1500 Ringling Boulevard,
Sarasota, Florida 34236 (Phone: 941-365-7171)

NOTES:

1. The sections identified as "DELETED" were removed from this Document per the Amendments approved at a Special Meeting of the Members on 30 November 1999.
 2. This document contains additions and changes to the MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CRESTWOOD VILLAS OF SARASOTA originally promulgated on 28 December 1988. A copy of the original document may be obtained from our Property Manager or the Secretary of the Association.
 3. A copy of the Amendments incorporated in this document, prepared by Robert W. Hendrickson, III, of Harrison, Hendrickson, Douglas & Kirkland, P.A., Attorneys at Law, 1206 Manatee Avenue West, Bradenton, Florida 34205-7504 (Phone: (941) 746-1167), may be obtained from our Property Manager or the Secretary of the Association. The Amendments are a direct result of the unification (in June 1999) of the former five (5) separate, incorporated Associations in Crestwood Villas of Sarasota into one single Association now known as: "CRESTWOOD VILLAS OF SARASOTA MULTI-CONDOMINIUM ASSOCIATION, INC."
 4. This Amended Master Declaration has been prepared to facilitate reading of a single document by Unit owners and/or prospective buyers.
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