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THIS INSTRUMENT PREPARED BY
AND RETURN TO:
CHAD M. MCCLENNATHEN, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

CERTIFICATE OF AMENDMENT
TO THE
DECLARATIONS OF CONDOMINIUM
OF
BAYWOOD COLONY VILLAS, CONDOMINIUMS, SECTIONS ONE AND TWO,
AND
TO THE
BYLAWS
OF
BAYWOOD COLONY VILLAS ASSOCIATION, INC.

The undersigned officers of Baywood Colony Villas Association, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Baywood Colony Villas, a Condominium, Section One, and Baywood Colony Villas, a Condominium, Section Two, according to the Amended and Restated Declarations of Condominium thereof as recorded in O.R. Book 2790, page 475, et seq., and O.R. Book 2790, page 513, et seq., respectively, of the Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Declarations of Condominium was duly approved by not less than two-thirds of the members present, in person or by proxy, at the annual membership meeting held on January 9 1998. The undersigned further certify that the attached amendment to the Bylaws of the Association, which amendment was attached as an exhibit to the referenced Amended and Restated Declaration of Condominium, was approved by not less than two-thirds (2/3) of the members present, in person or by proxy, at the same meeting.

(Additions indicated by underlining, deletions by --, omitted, unaffected language by ...)

DECLARATIONS OF CONDOMINIUM

...

17. MAINTENANCE OF CONDOMINIUM PROPERTY

Maintenance: Responsibility for the maintenance, repair and replacement of the Condominium property will be as follows:

...

1. Units. The maintenance, repair and replacement of the Units and their components, and any alterations, additions and improvements thereto, shall be the responsibility of the Unit owner, at his sole expense. The responsibility of the Unit owner shall include, but not be limited to, all components located within the inner surfaces of the exterior coatings of the outside unfinished walls and, where applicable, the vertical plane bisecting the walls shared between Units, and from the plane of the bottom of the foundation

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of the structure to the plane of the peak of the roof, including the roof, roof surfacing (other than the outer surfaces of the coverings on overhangs and sloping roofs), gravel stops, overhangs, eaves, gutters, downspouts, window sills, porches, stoops, all projecting integral parts of the structure, utility room, attached or adjacent carport (including the roof and roof structure) or garages, and that portion of any enclosed courtyard lying within the boundaries of the Unit extended. After obtaining prior written approval of the Board of Directors of the Association or installing and caring for landscaping in accordance with guidelines established from time to time by the Board that may allow owners to proceed without formal Board approval, a unit owner may plant flowers, shrubs and other landscaping in the area immediately surrounding the owner's unit (approximately three feet wide) provided the owner shall be responsible for all maintenance of this area, including the trimming of the landscaping, watering, weeding and the replacement of the plants as needed. Further, the responsibility of the Unit owner shall also include maintenance, repair and replacement of both the interior and exterior portions of windows, doors (except for painting of the exterior of doors which shall be the responsibility of the Association), and similar apertures and all frames, framing and screening thereof. However, a Unit owner must obtain the approval of the Board of Directors for the following: any maintenance, repair or replacement of the roof and roof surfacing; modification, replacement or covering of plastic, glass or screened surfaces; provided that, repairs which do not alter the original design may be made in emergencies and may remain upon subsequent approval by the Board. Moreover, the responsibility of the Unit owner shall also include fixtures, equipment, installation, appliances and internal utility services located within the Unit boundaries, including water, electric, sewage, and heating and air-conditioning systems. In regard to the electric system, the Unit owner shall be responsible to maintain, repair or replace components of such system (including electrical conduit, wire, switches, fixtures and equipment) located on the unit side of the electric meter servicing the Unit, but not including the meter itself. In regard to the water system, the Unit owner shall be responsible to maintain, repair or replace all components in the hot and cold water system located within a Unit's boundary and located between the Unit boundary and the Unit shutoff valve, but not including the shutoff valve itself. In regard to the sewage system, the Unit owner is responsible to maintain, repair and replace all components located within a Unit's boundary or on the Unit side of the junction point within the Unit where the line enters a line shared by another Unit. In regard to a Unit's heating and air-conditioning system, a Unit owner shall be responsible to maintain, repair and replace all components of such individual Unit systems wherever located.

2. Common elements and Association Property. The maintenance, repair and replacement of the common elements and the Association property and their components (including any vegetation located upon the common elements or the Association property, however established, but excluding the landscaping located in the immediate area around each unit which is to be maintained by the owner as provided in 17.1 above), and any alterations, additions and improvements thereto, and the dowel fences and concrete or masonry supports for same plus all approved shadow-box privacy fences, shall be the responsibility of the Association.

7. Owner Fails to Maintain. In the event an owner fails to properly maintain and repair or replace his Unit or its components, or the landscaped area immediately surrounding his unit, the Association, at the discretion of the Board of Directors, may make such maintenance, repair or replacement as the Board 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 maintenance, repair or replacement it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the maximum rate allowed by law and reasonable attorney's fee incurred by the Association in the collection thereof.

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BYLAWS

5.8 Committee Meeting Procedures. Any committee authorized to take final action on behalf of the Board, or to make recommendations to the Board regarding the Association budget, shall conduct their affairs in the same manner as provided in these Bylaws for Board of Director meetings. All other committees may meet and conduct their affairs in private without prior notice or owner participation. Notwithstanding any other law or documentary provision, the requirement that committee meetings be open to the unit owners is inapplicable to meetings between a committee and the Association's attorney with respect to proposed or pending litigation when the meeting is held for the purpose of seeking or rendering legal advice.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 27th day of JANUARY, 1998, at Sarasota County, Florida.

BAYWOOD COLONY VILLAS ASSOCIATION, INC.

Teresa A. Ferriero
Witness Signature

[Signature]
BY _____, President

TERESA A. FERRIERO
Printed Name

ATTEST: [Signature]
Secretary

[Signature]
Witness Signature

BARBARA J. MANNING
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 27th day of JANUARY, 1998 by JAMES W. WESTON as President and P. RICHARD CLARK as Secretary of BAYWOOD COLONY VILLAS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification. If no type of identification is indicated, the above-named persons are personally known to me.



[Signature]
Notary Public
Printed Name Joanne C. Moran
State of Florida
My Commission Expires 1/20/01

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RECORDER'S MEMO: Legibility of writing, typing, or printing for reproductive purpose may be unsatisfactory in this document when received.

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OFFICIAL