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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2355430

Prepared by and returned to:

Becker & Poliakoff, P.A.  
Kevin L. Edwards, Esquire  
1819 Main Street, Suite 905  
Sarasota, FL 34236

## CERTIFICATE OF AMENDMENT

### DECLARATION OF CONDOMINIUM

#### ASHTON LAKES NO. 3, A CONDOMINIUM

WE HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Ashton Lakes No. 3, A Condominium was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 2nd day of February, 2019. Said amendment was approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at Official Records Book 2129, Page 446 *et seq.* of the Public Records of Sarasota County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

**Amendment: Article 6 of the Declaration of Condominium to read as follows:**

6.1) **Maintenance, Alteration and Improvement.** The responsibility for the maintenance of the Condominium property and restrictions upon the alteration and improvements thereof shall be as hereinafter provided, and subject to the restrictions as set forth in the Articles of Incorporation, Bylaws and Declaration of Covenants and Restrictions of ASHTON LAKES COMMUNITY ASSOCIATION.

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

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(a) All portions of a Unit, except interior surfaces, contributing to the support of the building, which portions shall include but not be limited to outside walls of buildings, roofs, door and ceiling joists and slabs and load-bearing columns and load-bearing walls, except those to be maintained by the Unit Owners as herein provided;

(b) All conduits, ducts, pipe chaser and duct chaser, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a 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 to be maintained by the Unit Owners as herein provided;

(d) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association, however, the Association is not responsible for incidental damage to owner-installed alterations, upgrades, additions or improvements to the Unit;

6.3) **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 portions 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 bathroom fixtures, equipment and apparatus; all landscaping and plantings located within the interior of a Unit; all interior doors; non-load bearing and non-structural partitions and room dividers; ~~and~~ all furniture, furnishings and personal property contained within the respective Unit; all portions of first-floor patio enclosures (including screens, glass and related hardware installed thereto); and all balconies, decks or other additions or improvements that the Unit Owner and/or previous Unit Owners either have or has installed to the Unit or Common Elements. In the event an Owner fails to properly maintain and repair his Unit, the Association, at the direction of the Board of Administration, may make such repairs 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 repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the rate of eighteen percent (18%) 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, his garage door and garage door opener, 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.

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

**6.4) Alteration and Improvement.** ~~Except as elsewhere specifically reserved to the Developer,~~ Neither a Unit Owner nor the Association shall make any alterations, additions nor improvements to the Common Elements and/or Limited Common Elements except as described in Article 6.6 of the Declaration below. Further, no Unit Owner shall make any alteration, addition or improvement 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 the Unit or do anything that would jeopardize the safety or soundness of the Unit, 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 Administration of the Association. A copy of plans for all such work prepared by an architect licensed to practice in this State, shall be filed with the Association prior to the start of the work.

**6.5) Common Elements, By the Association.** The maintenance, replacement, repair and operation of the Common Elements and Limited Common Elements not to be maintained by the Unit Owner shall be the responsibility of the Association as a Common Expense.

**6.6) Alteration and Improvements of Common Elements.** ~~The Board of Directors There shall not make any be no material alteration, addition or further improvement to the of Common Elements without the prior approval in writing of seventy percent (70%) of all 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 and which does not prejudice the rights of any Unit Owners without their consent, may be done if the Unit Owners who do not approve are relieved from the initial cost thereof. A material alteration is something that significantly alters the function, use or appearance of an item. Required maintenance of the Common Elements, regardless of the cost, is not a material alteration and must be performed by the Board of Directors. Similarly, where the law requires the Board of Directors to perform an alteration or improvement to the Common Elements, or where the Board wishes to take advantage of better materials or technology that will reduce the cost of future maintenance to the Common Elements, such shall not be considered a material alteration. There shall be no change in the percentage or proportion in which the Unit Owners own the Common Elements or share in the Common Surplus shares and rights of a Unit Owner in the Common Elements which are altered or further improved, whether or not the Unit Owner contributes to the cost thereof without the written consent of 100% of the Unit Owners and all mortgagees as well. In addition, there shall be no material alteration or further improvement of Common Elements without the written consent of the Board of Directors of the ASHTON LAKES COMMUNITY ASSOCIATION (Community Association). Unit owners may not make any alteration (whether or not the alteration is material) or any change or improvement to the Common Elements without the prior written approval of the Association's and the Community Association's Board of Directors.~~

ASHTON LAKES NO. 3 CONDOMINIUM ASSOCIATION, INC.

By: Alan West  
Alan West, President

Attest: Sharon Scanlon  
Sharon L. Scanlon VP / Secretary

William Walsh  
Witness Signature

William Walsh  
Printed Name

Am R  
Witness Signature

Amanda Rose  
Printed Name

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 21st day of MARCH 2019, by ALAN WEST, as President and SHARON SCANLON, as Secretary of Ashton Lakes No. 3 Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced (type of identification) as identification.

Notary Public Linda K. Halderman

Printed Name LINDA K. HALDERMAN

My Commission Expires NOV. 03, 2019

ACTIVE: 12087095\_1

