

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM
BY-LAWS

VIVIENDA WEST CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, duly authorized officers of Vivienda West Condominium Association, Inc. ("Association"), do hereby certify that the adoption of the attached amendments to the Declaration of Condominium recorded at O.R. Book 1235, Page 867, of the Public Records of Sarasota County, Florida, and to the By-Laws recorded at O.R. Book 1235, Page 905 of the Public Records of Sarasota County, Florida, as amended, were adopted at the January 26, 1987 annual meeting of the Association by more than 66 2/3% of the entire membership of the Association.

DATED this 9th day of February, 1987 at ~~Sarasota~~, Venice Sarasota County, Florida.

WITNESSES:

VIVIENDA WEST CONDOMINIUM ASSOCIATION, INC

[Signature]
[Signature]

[Signature] President
[Signature] Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, an officer duly authorized to take acknowledgements in the State and County aforementioned, personally appeared Lowell C. Graham and Phyllis J. Reil known to me to be the persons mentioned above who have sworn that they have signed the above of their own free will.

WITNESS my hand and official seal this 9th day of February, 1987 at the State and County last mentioned above.

[Signature]
NOTARY PUBLIC
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES FEB 11, 1988
BONDED THRU GENERAL INS. UNO.

THIS INSTRUMENT PREPARED BY:
Chad M. McClenathen, Esquire
Becker, Poliakoff & Streitfeld, P.A.
630 S. Orange Avenue
Sarasota, Florida 33577

PROPOSED AMENDMENTS
DECLARATION OF CONDOMINIUM
VIVIENDA WEST, A CONDOMINIUM

(Additions indicated by underlining, deletions by ---)

ARTICLE 2
DEFINITIONS

2.6 Common Expenses. The common expenses shall include:

(g) Premium costs of fire, windstorm, ~~flood~~ and other property insurance and liability insurance as provided herein; ~~on-the-common-elements-only;~~

ARTICLE 7
MAINTENANCE, REPAIR AND REPLACEMENT

7.1 By the Association. The Association shall maintain, repair and replace as part of the common expense all of the common elements as defined herein, all exterior portions of improvements located within each unit except for those portions to be maintained by the unit owner(s) as set forth in Section 7.2 hereof, and all unit roofs and roof assemblies, and the grounds located within each unit but outside the improvements, including but not limited to the lawn, shrubbery, landscaping and sidewalks. The Association shall have the irrevocable right to have access to each condominium unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement ~~provided for herein of any common elements therein or accessible therefrom,~~ and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another condominium unit. Damages caused to a condominium unit or its contents due to known and unknown defects in the common elements, or resulting from casualty loss, or due to water, heat, steam, smoke or other intrusion into the unit from or through the common elements to another unit shall be repaired, replaced or compensated for by the Association as part of the common expense, except to the extent such damage is covered by insurance maintained by the condominium unit owner. The condominium unit owner's insurer shall not have a right of subrogation for such damages against the Association.

7.2 By the Condominium Unit Owner. Each condominium unit owner shall maintain, repair and replace the following portions ~~everything within the confines of his condominium unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:~~

(a) Paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;

(b) All built-in shelves, cabinets, counters, storage areas, and closets and other interior fixtures;

(c) All mechanical, ventilating, heating and air conditioning equipment serving the individual condominium unit ~~(whether located within the boundaries of the respective unit or not);~~ any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;

(e) All interior doors, walls, (both load bearing walls and non-load bearing walls), partitions, and room dividers;

(f) All furniture, furnishings, and personal property contained within the respective condominium unit; and

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(g) All exterior doors, including the entrance doors, sliding glass doors, the door leading into the garage, the main garage door, windows and screening, which shall be maintained in such manner as to preserve a uniform appearance to the exterior of the building.

(h) All improvements to a unit which were altered or added by or at the direction of a unit owner after the completion of the initial construction of the unit.

In the event a condominium unit owners fails to properly maintain and repair his condominium unit, the Association, at the discretion of the board of directors, may make such repairs as the board may deem necessary and the cost thereof shall be assessed against such defaulting condominium unit owner. The Association shall have a lien against a condominium unit for the cost of any repairs it shall make thereto, to the same extent as is provided by the Condominium Act for unpaid assessments, plus interest at the highest rate allowed by law and reasonable attorneys' fees incurred by the Association in the collection thereof including fees at trial and appellate levels.

ARTICLE 10 INSURANCE

10. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the apartment unit owners shall be governed by the following provisions:

10.1 Coverage.

(a) Each unit owner shall, at his expense, cause the floor coverings, ceiling coverings, and wall coverings within his particular unit ~~all improvements located within his particular unit~~ to be insured in an amount equal to the maximum insurable replacement value of said improvements, ~~excluding foundation costs, and all personal property included in said improvements shall be insured for its value.~~ Nothing herein shall be construed as prohibiting a unit owner from obtaining additional insurance coverage on personal property located with his particular unit, liability coverage or such other insurance as the unit owner may select to the extent permitted by law. Such coverage shall afford protection against:

~~(1) -- loss or damage by fire and other hazards covered by a standard extended coverage endorsement and to losses or damage due to vandalism and malicious mischief.~~

(b) The Association shall purchase public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities, of the apartment unit owners as a group to an apartment unit owner.

(d) The Association shall purchase and maintain adequate insurance to protect the Association, the Association property and the condominium property to the extent required by law including but not limited to hazard insurance on all condominium units and buildings, and such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

ARTICLE 12
USE RESTRICTIONS

12.1 Specific Use Restrictions. No owner, tenant or other occupant shall:

(a) ~~Use a unit for any purpose other than single family residential purposes. No use of~~ Use the unit for single family residence purposes shall permit with no more than four (4) people residing to reside in one unit at a time. No one under the age of 16 years may permanently reside in a unit provided however, a person under the age of 16 years may visit and temporarily reside in a unit for 45 days or less in any calendar year, that the Board of Directors may make exception to this age restriction under extraordinary circumstances.

(d) Except for maintenance performed by a unit owner in accordance with Article 7.2 hereof, paint or otherwise change the appearance of any exterior wall, door, window, patio, balcony or any exterior surface; place any sunscreen, blind or awning on any balcony or exterior opening; place any draperies or curtains at the windows of any unit facing the exterior of the unit without a solid, light color liner acceptable in color to the board of directors; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the board; plant any planting outside of a unit except upon written approval of the landscaping plan by the board of directors of the Association; erect any exterior light or signs; place any signs or symbols in windows; erect or attach any structures or fixtures within the common elements; nor any of the foregoing without the prior written consent of the board of directors;

~~(u) -- No unit owner may be visited by anyone under the age of 16 years in excess of forty five (45) days in any calendar year provided however, that the Board of Directors may make exception to this time limitation under extraordinary circumstances.~~

ARTICLE 13
MAINTENANCE OF COMMUNITY INTERESTS

13.1 Transfers Subject to Approval.

(b) Lease. No condominium unit owner may lease a condominium unit without the written approval of the Association, except with the express written consent of the Board of Directors of the Association or of the Developers, and such consent when once given and relied upon in connection with the purchase and acquisition of a condominium unit may not thereafter be revoked or terminated without the consent of the condominium unit owner.

13.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of condominium units, or the leasing or rental of units, shall be obtained in the following manner:

(a) Notice to Association.

(2) Lease. A condominium unit owner intending to make a bona fide lease of his condominium unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, including the completion and submission of an application for approval on forms adopted by the Association and a copy of the proposed lease signed by the proposed lessee. Unless the proposed lessee is a prior owner or tenant in the condominium or the geographic residence of the proposed lessee makes it unreasonable, in the Association's sole discretion,

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the proposed lessee must appear in person before the Board of Directors of the Association, or its agent or duly authorized committee, for a personal interview and to sign a statement that the proposed lessee will abide by the Declaration of Condominium, By-Laws, Articles of Incorporation and Rules and Regulations of the Association. The meeting shall be scheduled by the Board of Directors within 10 days from receipt of a properly completed application.

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