

This instrument prepared by:  
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INSTRUMENT # 2014063510 3 PG(S)  
May 30, 2014 01:26:30 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM  
OF

THE HEATHERS TWO AT THE PLANTATION, A Condominium

THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., its address being c/o Argus Management of Venice, Inc., 181 Center Road, Venice, Florida 34285, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Condominium of THE HEATHERS TWO AT THE PLANTATION, a Condominium, is recorded in Official Record Book 2091, Page 1276, et. seq., as amended, of the Public Records of Sarasota County, Florida. The following amendments to the Declaration of Condominium were submitted to the entire membership of the Association at its meeting called and held on the 21<sup>st</sup> day of February, 2014, and approved by an affirmative vote of not less than 2/3rds of the entire voting interests of the Association as required by the Declaration of Condominium.

1. Article 6, Common Expenses and Surplus, the 3<sup>rd</sup> (last) paragraph, is hereby amended to read as follows:

Certain expenses relative to the Units or improvements (houses or villas) ultimately constructed on the Units will not be Common Expenses. These expenses, however, as a matter of convenience and economy will be mailed to Unit Owners by the association, collected by the Association and remitted to the appropriate parties furnishing the service or services. Even though these expenses are not Common Expenses, due to the fact that the Association is obligated to contract on behalf of Unit Owners for them and be responsible for payment in

full, it is necessary to provide the Association with enforcement rights concerning same. Accordingly such expenses shall be collectible by the Association in the same manner as though the same were including lien rights and foreclosure by the Association in the same manner as though the same were Common Expenses pursuant to the provisions of this Declaration of Condominium and the Florida Condominium Act as amended from time to time. The expenses herein referred to which are not Common Expenses but which are to be collected by the Association from individual Unit Owners and remitted by the Association to the appropriate party furnishing the service or services are the cost of ~~maintaining the exterior of the dwellings located on the Units and the cost of~~ lawn and landscaping maintenance to all Units.

2. Article 11, Restrictions, paragraph (p), unit maintenance, is hereby amended to read as follows:

The following restrictions shall apply to and bind this Condominium Property, and the Units, to wit:

(p) Each Unit Owner, ~~lessee and occupant~~ shall maintain at all times in good condition and repair, subject to regulations by the Association, all portions of their Unit, including all interior and exterior (including roof, exterior painting, and maintenance of exterior surface and fixtures, including but not limited to walls, stanchions and wing walls) portions of improvements upon their Unit pursuant to plans and specifications approved by the Board of Directors and shall maintain any property located between the boundary of the Unit and the mean high water line of any lake lying adjacent to the Unit (the "Lake Property") except for the lawn irrigation system which shall be installed by the Developer and except for ~~the maintenance of the exterior of the dwellings located on the Units and~~ the lawn and landscaping maintenance of the Unit and the Lake Property including the maintenance of any berms located on the Unit, which shall be contracted for by the Association for the benefit of the Unit Owners pursuant to Article VI above. The responsibility of Unit Owners relative to the maintenance of electrical components of improvements of the Unit shall be limited to those items of electrical conduit, wire, switches, fixtures and equipment located on the building side of the electric meter serving the same but not including the meter itself. The Association and/or power company shall be responsible for electrical service from and including the meter to and including the source of power to the Condominium. The Unit Owner's responsibility relative to plumbing components of improvements constructed upon the Unit shall be limited to the repair and maintenance of those plumbing items, lines and components which lie within the boundaries of the foundations of

improvements on the Unit as the same exist from time to time. The items external thereof shall be maintained by the Association.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 27<sup>th</sup> day of May, 2014.

ATTEST:

THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC.

By: Larry Radefeld  
Larry Radefeld, Secretary

By: David Borans  
David Borans, President

WITNESSES:

Melissa Moritz  
[Signature]

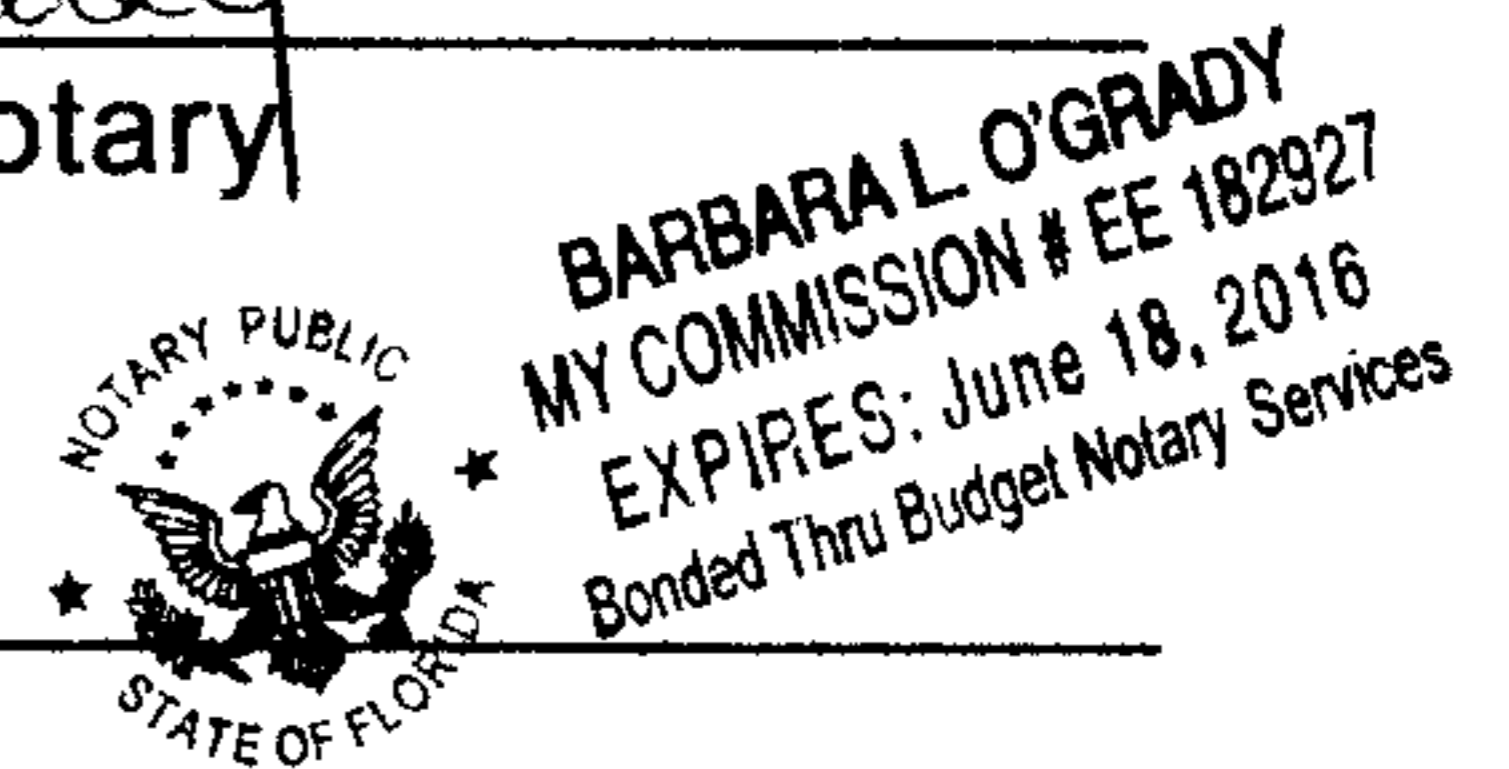
STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared David Borans, as President and Larry Radefeld, as Secretary, of THE HEATHERS TWO AT THE PLANTATION OWNERS ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Condominium on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Condominium and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 27<sup>th</sup> day of May, 2014.

Barbara O'Grady  
Barbara O'Grady  
Printed Name of Notary

Notary Public  
Commission # \_\_\_\_\_



My Commission Expires: