

This instrument prepared by:  
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Bradenton, Florida 34205  
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6/8/2023 2:59 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
SIMPLIFILE Receipt # 3042821

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
STRATHMORE VILLA SOUTH CONDOMINIUM**

WHEREAS, the original Declaration of Condominium for Strathmore Villa South Condominium was recorded in Official Record Book 698, Page 468, in the Public Records of Sarasota County, Florida; and

WHEREAS, the above-referenced declaration was amended by the Amended and Restated Declaration of Condominium of Strathmore Villa South Condominium recorded in Official Record Book 2743, Page 148 in the Public Records of Sarasota County, Florida; and

WHEREAS, the owners, as members of the Strathmore Villa South Association, Inc. (the "ASSOCIATION"), and as owners of units within the above-referenced condominium, have found it necessary to amend the Declaration; and

NOW THEREFORE, the members of the ASSOCIATION voted to amend Article XI and Article XV of the Amended and Restated Declaration as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

1. Article XI, Sections (B) and (D) are amended as follows

Article XI Maintenance

...

(B) The owner of each Unit shall clean, maintain, repair and replace as necessary the Unit roof or any portion thereof. The owner of the Unit shall also maintain, repair and replace as necessary all other portions of the Unit not within the Association's responsibility, including but not limited to flat roofs, fascia, soffits, gutters, eaves, windows, floors, ceilings, porches, interior walls and doors, electric and plumbing systems, fixtures and equipment, screens, air conditioning/heating unit, built-in cabinets and hurricane shutters. If a Unit owner fails to perform any obligations hereunder, and such failure continues for thirty (30) days after notice is sent to the Unit Owner by the Association, the Association may assume the obligation of the Unit Owner and charge the Unit Owner any expenses incurred.

...

~~(D) Notwithstanding any other provision of this Article, the Association may from time to time assume responsibility for the repair or replacement of a Unit or any portion thereof in the event of a casualty, and shall apply any insurance proceeds provided to the Association because of that casualty to the expense thereof, and shall charge the Owner of the Unit for any expense not met by insurance proceeds.~~

...

2. Article XV, is amended as follows:

XV Insurance.

(a) The Association shall maintain with an insurance carrier, duly qualified and registered in the State of Florida, fire and extended coverage insurance on the common elements and Association property and each Unit unless otherwise provided herein, in an amount representing the full insurable value thereof. The respective Unit Owners and institutional mortgagees shall be named as loss payees as their interests may appear. In the event of damage covered by such insurance, the proceeds of any such insurance shall be obligated in accordance with Article XI of this Declaration and all other provisions of this Declaration.

(b) At the time this provision is adopted as an amendment to the Declaration, the Association has been providing casualty insurance on the residential improvements located within the boundaries of the Units. Notwithstanding any provision to the contrary, the Board shall have the authority to cease providing such casualty insurance, and thereafter the individual Unit Owners shall be responsible for insuring the improvements within the Unit boundaries. In such case, the Association shall provide the Unit Owners not less than six (6) months' notice of the termination date of the Association-provided casualty insurance so that the Unit Owners have a reasonable amount of time to procure their own casualty insurance on their residences located upon the Unit. At such time, the Unit Owner shall be solely responsible for obtaining adequate casualty insurance on the improvements located upon the Unit.

(c) The Association shall continue to maintain, repair, replace, and provide insurance on the limited common element carports and sheds adjacent to the two-bedroom Units, and the associated costs shall be paid by the Unit Owners enjoying the use of a limited common element carport and shed adjacent to the two-bedroom Units. The carports serving the one-bedroom Units are located within the boundaries of the Unit, and the associated costs to maintain, repair, replace, and insure such carports on the one-bedroom Units shall be paid by the owner of the Unit within which the carport is located.

(d) Each Unit Owner shall be obligated to perform whatever acts are necessary in order to accomplish the purpose of the foregoing provisions. The Association shall also maintain liability insurance for protection of the Association and such other insurance as it may consider appropriate. A copy of each Association insurance policy shall be made available for inspection by the Unit Owner at a reasonable time upon request to the Board of Directors.

**CERTIFICATE OF AMENDMENT**

The undersigned officer of the Strathmore Villa South Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendments to the Declaration were approved and adopted by the requisite number of members of the Association. The undersigned further certifies that the amendment was adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this instrument this 2th day of JUNE, 2023.

**STRATHMORE VILLA SOUTH ASSOCIATION, INC.**

Witnesses to President's signature

Signed: [Signature]  
Print Name: Amber Summerford

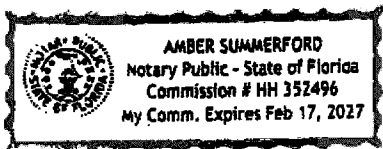
Signed: [Signature]  
Print Name: Roger Melvrem

Signed by: [Signature]  
Print Name: LINDA WILLIAMS  
As President

ATTESTED BY SECRETARY:  
Signed By: [Signature]  
Print Name: Wendy L Anderson, as Secretary

STATE OF FLORIDA  
COUNTY OF Sarasota

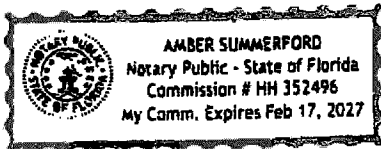
The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2th day of JUNE, 2023, by Linda Williams, as President of the Strathmore Villa South Association, Inc., who is personally known to me or has produced FCD as identification.



Notary Public, State of Florida  
Print Name: Amber Summerford  
Date: 6/2/23  
My Commission Expires: 2/17/27

STATE OF FLORIDA  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2th day of JUNE, 2023, by Wendy Anderson, as Secretary of the Strathmore Villa South Association, Inc., who is personally known to me or has produced FCD as identification.



Notary Public, State of Florida  
Print Name: Amber Summerford  
Date: 6/2/23  
My Commission Expires: 2/17/27