

FOUNTAIN VIEW VILLAS MASTER ASSOCIATION, INC.

MANAGED BY: ARGUS MANAGEMENT OF VENICE, INC.

181 CENTER ROAD – VENICE, FL 34285

PHONE # (941) 408-7413 FAX # (41) 408-7419

EMAIL: denise@argusvenice.com

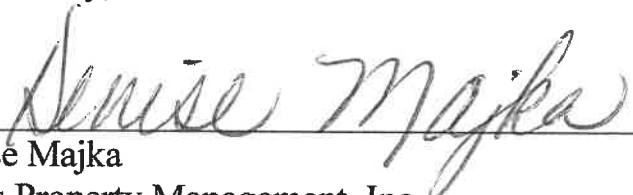
May 30, 2012

Dear Fountain View Villas Resident:

Please find enclosed the Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Fountain View Villas as recorded in the Official Records Instrument # 2012065951, 6 pages, of the Public Records of Sarasota County, Florida.

Please retain these new documents for your records and include them in your set of the Fountain View Villas Master Association documents.

Respectfully,



Denise Majka
Argus Property Management, Inc.
Managing Agent for,
Fountain View Villas Association, Inc.

✓ Vander Wulp

This instrument prepared by:
Fountain View Villas Master Association, Inc.
c/o Argus Management of Venice, Inc.
181 Center Road
Venice, FL 34285

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2012065951 6 PGS
2012 MAY 23 02:27 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
THAYES Receipt#1501860



2012065951

CERTIFICATE OF AMENDMENT TO THE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

FOUNTAIN VIEW VILLAS, A SUBDIVISION

Fountain View Villas Master Association, Inc., its address being c/o Argus Management of Venice, Inc., 181 Center Road, Venice, Florida 34285, by the hands of the undersigned hereby certify that:

The Declaration of Covenants, Conditions and Restrictions for Fountain View Villas, a Subdivision, is recorded in Official Record Instrument No. 1998116028 of the Public Records of Sarasota County, Florida, as amended. This amendment to the Declaration of Covenants, Conditions and Restrictions for FOUNTAIN VIEW VILLAS, a Subdivision, was approved by an affirmative vote of not less than 66% of the entire voting interests of the Association at a duly convened members' meeting of the Association called and held on the 24th day of April, 2012, as required by the Declaration of Covenants, Conditions and Restrictions.

1. Article 1, Definitions, Common Expenses, is hereby amended by adding paragraph 1.15, to read as follows:

1.15 Common Expenses. The common expenses means all expenses and assessments properly incurred by the Association for the Subdivision and all the expenses for which lot owners are liable to the Association and include costs and expenses of administration; costs and expenses of maintenance, operation, repair or replacement of the common areas, and of the portions of lots to be maintained by the Association, including but not limited to:

1. Premiums for fire and other casualty, Workers' Compensation and other liability insurance, as provided herein.

2. Administrative costs of the Association, including professional fees and expenses.

3. Costs of water and sewage service, solar energy systems, garbage collection and trash removal, and all other utilities which are not metered or charged to the individual lot owners.

4. Labor, materials and supplies used in conjunction with the maintenance, repair, operation and replacement of the common area.

5. The cost of such additional land and improvements as may be purchased and added to the subdivision as common area by action of members of the Association.

6. Damages to the subdivision property in excess of insurable coverage.

7. Expenses of management of the community, including the following:

(a) Salary of a manager, if any, his assistants and agents, and

(b) Other expenses incurred in the management of the community property.

(c) Management fees charged by management companies, if any.

8. All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, protecting, managing and conserving the community property and in carrying out its duties and responsibilities as provided by the Homeowner Association Act, this Declaration, the Articles or the Bylaws.

(a) Expenses declared common expenses by provisions of this Declaration, the Articles, or the Bylaws.

(b) Any valid charge against the community property as a whole.

(c) The cost and expense of maintaining, repairing and replacing all heating and air-conditioning equipment serving a particular lot (whether such equipment is located inside or outside of the dwelling) shall not be a common expense but shall be the individual expense of the owner of the lot being served by such equipment.

(d) The cost of master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract shall be deemed a common expense.

2. Article 3.4, Services, the initial paragraph, paragraph (e) and by adding paragraph (j), is hereby amended to read as follows:

3.4 Common Services. The Association may obtain and pay for, through the regular operating budget, the reserve budget, and special assessments, the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration. The Association shall provide for the maintenance, repair and replacement of all:

(a) ~~all~~ Common Areas;

(b) ~~all~~ Lake banks, swales, ditches, retention and detention ponds within the Property, wherever located, including but not limited to mowing, fertilizing, and irrigating thereof, as necessary;

(c) ~~all~~ Landscaping within the Property other than the following, which shall be the responsibility of the Lot Owner: (i) maintenance and replacement of annual plants; and (ii) landscaping installed on any Lot by an Owner with or without Board of Directors' approval on the condition that the Owner maintain same;

(d) ~~all~~ Lawns within the Property, including mowing, edging, and fertilizing thereof;

(e) ~~the Exterior painting of all Dwellings, in the subdivision from time to time, as necessary, excluding roofs, lanais, and screened porches; to be paid for by special assessment;~~

(f) ~~all the Sidewalks and walks serving more than one Lot, if any, or serving the recreation area;~~

(g) ~~maintenance, repair, and replacement of Courtyard walls and/or fences (excluding party walls) by special assessment;~~

(h) ~~maintenance, repair, and replacement of Private roads and parking areas within the Property;~~

(i) ~~all Sprinkler or other irrigation systems and water used for irrigation within the Property.~~

(j) Roofing replacement for all roofs in the subdivision from time to time, as necessary, except, however, the lot owner shall clean his own roof and undertake the responsibilities stated in this provision if:

1. The repair or replacement is of a nature, which is typically covered under a lot owner's insurance policy, regardless of whether or not the lot owner has paid for coverage under an insurance policy.

2. The maintenance, repair or replacement is necessitated due to the lot owner installation of fixtures on the roof or other alterations to the roof or Dwelling which facilitate roofing failure.

3. Article 4.6, Special Assessments for Exterior Painting, is hereby amended to read as follows:

4.6 Special Assessments. ~~for Exterior Painting and Capital Improvements:~~ Special assessments may be imposed by the Board of Directors to meet unusual, unexpected, unbudgeted, or non-recurring expenses. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The notice of any Board meeting at which a special assessment will be considered shall be given as provided in the Bylaws; and the notice to the Owners that the assessment has been levied must contain a statement of the purpose(s) of the assessment. The funds collected must be spent for the stated purpose(s) and any excess funds shall be allocated by the Board as provided by law. Written notice of each special assessment, and the due date thereof, shall be sent to all Owners subject thereto at least thirty (30) days in advance of the due date.

~~In addition to the annual assessments authorized above, the Association's Board of Directors may levy a special assessment applicable to that year only for the purpose of paying for exterior painting of Dwellings (exclusive of roofs, lanais, and screened areas), and/or defraying, in whole or in part, the cost of reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related to the Common Area, if any, provided that any such assessments in excess of \$400.00 per Lot per year shall have the assent by a majority vote of the members who are present (in person or by proxy) and voting at a membership meeting duly called for this purpose. The Board of Directors may levy any special assessment not in excess of said limitation without any membership approval. Written notice of each special assessment, and the due date thereof, shall be sent to all Owners subject thereto at least thirty (30) days in advance of the due date.~~

4. Article 6.1, Maintenance of Common Area and Landscaping, is hereby amended to read in part as follows:

6.1 Maintenance of Common Area and Landscaping. All of the Common area, all lawns and landscaped areas, all personal property owned by the Association, and all of the other items specified in items (a) through (i) (j) of Article 3.4, shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein...

5. Article 6.3, Care and Appearance of Dwellings, is hereby amended to read as follows:

6.3 Care and Appearance of Dwellings. Each Dwelling shall be maintained, cleaned and repaired and replaced in a structurally sound and neat and attractive manner, including walls, roofs, gutters, downspouts, glass screened areas, and post lights, by and at the expense of the Owner, except for the specific obligations of the Association under ~~Article 6.2~~ this Declaration. Upon the Owner's failure or refusal to do so, the Board of Directors, may, at its option, after giving the Owner thirty (30) days' written notice sent to the Owner's last known address, make repairs and/or improve the appearance of the Dwelling in a reasonable and workmanlike manner, with funds of the Association, and with the approval of a majority of the Board of Directors. The Owner of such Dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the Lot enforceable as provided in Article 6.5 below.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its Vice President this ___ day of May, 2012.

ATTEST

Fountain View Villas Master Association, Inc.

By: [Signature]
Bruce Belanger, Secretary

By: [Signature]
Roger Besser, Vice President

WITNESSES:

[Signature]
Printed Name: DENISE MARIE MAJKA

[Signature]
Printed Name: Barbara O'Grady

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 Roger Besser, as Vice President and Bruce Belanger, as Secretary, of Fountain View Villas Master 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 Covenants, Conditions and Restrictions 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 Covenants, Conditions and Restrictions 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 17th day of May, 2012.

[Signature]
DENISE MARIE MAJKA
Printed Name of Notary

Notary Public
Commission # EE 170276

My Commission Expires:
4/20/2016

