

This instrument prepared by and return to:
Chad M. McClenathen, Esq.
1820 Ringling Boulevard
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM
OF CAROLINA LANDINGS AT UNIVERSITY PLACE CONDOMINIUM C**

The undersigned authorized officers of **Carolina Landings at University Place Condominium Association C, Inc.**, the corporation in charge of the operation and control of **Carolina Landings at University Place Condominium C**, according to the Declaration of Condominium thereof as recorded in Official Records Book 1956, Page 7581, et seq., Public Records of Manatee County, Florida, as amended, hereby certify that the following amendments to the Declaration of Condominium were proposed and adopted by vote of the Board of Directors on October 18, 2005, and approved by affirmative vote of not less than two-thirds of the voting interests of the entire membership of the Association at a membership meeting held on January 23, 2006. The undersigned further certify that the amendments were proposed and approved in accordance with the condominium documentation and applicable law.

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

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2. DEFINITIONS.

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2.4 "Association" or "~~Condominium Master Association~~" means Carolina Landings at University Place Condominium Association C, Inc., a Florida corporation not for profit, the entity responsible for the operation and maintenance of the Condominium.

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2.22 "Master Association" means Carolina Landings ~~Master~~ at University Place Condominium Association, Inc., a Florida corporation not for profit, the entity responsible for the operation of the recreational facilities and amenities, and common areas within the Property, ~~in which membership is mandatory for Unit Owners. The Unit Owners will be required to pay assessments to Master Association.~~

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3. DESCRIPTION OF CONDOMINIUM.

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3.4 The Master Association. The Condominium is part of the community known as Carolina Landings at University Place (Carolina Landings). The common ~~areas properties~~ of Carolina Landings are governed by the Master Association pursuant to the Master Covenants. The Master Covenants also contain certain rules, regulations, and restrictions relating to the use of such common areas as well of the Condominium Property (including Units). Given the merger of the Association and the Master Association, each Unit Owner in the Condominium is a mandatory member of the surviving corporation, herein referred to as either the Association or the Master Association. Each Unit Owner ~~will be a member of the Master Association and~~ will be subject to all of the terms and conditions of the Master Covenants, as amended and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners ~~(and other members of the Master Association)~~ for a pro-rata share of the expenses of the operation and maintenance (including management fees relating to) of such common areas and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Master Covenants, the Unit Owners shall be entitled the use all of such common areas in accordance with and subject to the terms of the Master Covenants.

~~The Master Association may impose certain obligations on the Association including, not limited to, obligating the Association to collect assessments due the Master Association despite the fact such assessments are not common expenses of the condominium. Nothing in the Master Covenants shall conflict with the powers and duties of the Association or the rights of the Unit Owners as provided in the Act.~~

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5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND SHARE OF COMMON EXPENSES: VOTING RIGHTS

Substantial rewording of the Declaration. See Section 5.2 for the present text, which shall be deleted, and replaced with the following new provision:

.....5.2 Voting. An Owner or Owners of a single residential Unit shall collectively be entitled to one vote, which may be cast as provided in the Bylaws.

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6. AMENDMENTS. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than twenty (20%) percent one-third of the total voting interests of Units of the Association. Except as elsewhere provided, approvals must be by affirmative vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose.

~~Unit Owners in excess of sixty-six and two-thirds (66-2/3%) percent of the Units in the Condominium and by not less than sixty-six and two-thirds (66-2/3%) percent of the Board of Directors of the Association; or~~

~~Unit owners in excess of seventy-five (75%) percent of the Units in the Condominium.~~

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8. ADDITIONS, ALTERATIONS, OR IMPROVEMENTS BY THE ASSOCIATION.

Substantial rewording of the Declaration. See Section 8 for the present text, which shall be deleted and replaced with the following new provisions:

8.1 Alterations and Additions to Common Elements of this Condominium. Common elements within this Condominium may be altered, improved or modified by vote of the Board of Directors of the Association provided the total aggregate expense for all alterations, improvements, and modifications to this Condominium for the calendar year do not exceed fifteen percent (15%) of the annual assessments paid to the Association by the Unit Owners in this Condominium. Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alteration, improvement, or modification costing in excess of that amount must be approved by the membership of the Association as provided in paragraph 8.2 hereafter, except the majority of the unit owners in this Condominium may approve an alteration, improvement, or modification to the interior of the building(s) within this Condominium if the alteration, improvement, or modification cannot be seen from the exterior of the building and the expense will be shared only among the unit owners in this Condominium and not be a common expense to be shared among all members of the Association. If work reasonably necessary to protect, maintain, repair or replace the Common Elements also constitutes a material alteration or substantial addition to the Common Elements, no prior Unit Owner or membership approval is required.

8.2 Alterations and Additions to Common Areas and Association Property. The Board of Directors of the Association may undertake alterations, improvements, and modifications to common areas and Association Property without membership approval if the aggregate cost of such items does not exceed fifteen (15%) percent of the Association Master budget for the calendar year, including reserves.

Computations of these amounts shall be done on a calendar year basis independent of any computations or expenditures for prior or subsequent years so there shall be no carry-forward or carry-backward of amounts. Any alterations, improvements, or modifications exceeding such amounts must be approved by vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose, or in writing by not less than a majority of the voting interests of the entire membership of the Association. If work reasonably necessary to protect, maintain, repair or replace the common areas or Association Property also constitutes a material alteration or substantial addition, no prior Unit Owner or membership approval is required.

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11. OPERATION OF THE CONDOMINIUM BY THE ASSOCIATION; POWERS AND DUTIES.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association (~~respectively, Exhibit D and E annexed hereto~~), ~~as amended from time to time~~. The Articles of Incorporation of the Association were filed with the Florida Department of State on August 28, 2003 and initially recorded in Official Records Book 1875, Pages 3356, et seq. of the Public Records of Manatee County, Florida. Those Articles of Incorporation, as amended from time to time, shall govern the operation of the Association. The Bylaws of the Association were initially recorded in Official Records Book 1875, Page 3363 et seq. of the Public Records of Manatee County, Florida. Those Bylaws, as amended from time to time, shall govern the operation of the Association. In addition, the Association shall have (i) all the common-law and statutory powers of a corporation not-for-profit and for-profit under the laws of Florida that are not in conflict with the provisions of the Articles, the Declaration, the Bylaws, or the Act; as well as (ii) all powers and duties granted to or imposed upon it by this Declaration, including without limitation:

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(c) The power to acquire title to property upon the vote of not less than two-thirds (2/3rds) of the voting interests of the membership of the Association present in person or by proxy at any annual or special meeting called for the purpose ~~the 66 2/3 % of all the voting interest of the Units~~ (for the purchase of Units at a foreclosure sale no Unit Owner approval is required); to make and collect assessments and other charges against Unit Owners and otherwise hold, regulate, administer, convey, lease, maintain, repair, replace, and mortgage the Association Property, including the right to grant, modify, or move easements which are part of or cross the Common Elements or Association Property.

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A new Article 24 is created to read as follows:

24. Multi-Condominium Operations. Effective upon the date of the amendment creating this provision, and corresponding amendments to the other affected condominiums, the Condominium is part of a multi-condominium development comprised of this Condominium, Carolina Landings at University Place Condominium A, and Carolina Landings at University Place Condominium B, all of which are operated by the Association.

24.1 Specific Condominium Expenses. The Association shall prepare and adopt a budget for each Condominium. Each condominium budget shall provide for expenses specific only to that Condominium, such as maintenance of the building(s) comprising the condominium, and shall be apportioned among the Unit Owners in the Condominium as provided in the applicable Declaration of Condominium.

24.2 Association Expenses. Expenses not specific to a condominium, such as maintenance of commons areas serving more than one condominium, and management and administrative expenses, shall be provided for in the overall Association budget, and shall be apportioned among all the members of the Association equally (1/200th share).

24.3 Membership and Voting Rights. Each Unit Owner in each of the Condominiums shall be a mandatory member of the Association. Each unit shall have one vote, which may be cast as provided in the Bylaws.

24.4 Use of Common Areas and Common Elements. The members of the Association shall have non-exclusive use rights in all common areas in accordance with the Master Covenants. None of the common elements of the individual condominiums may be used by unit owners in other condominiums unless expressed provided in the Declaration of Condominium for the Condominium in which the common elements in question are located.

In witness whereof, Carolina Landings at University Place Condominium Association C, Inc. has caused this Certificate to be executed in its name this 22 day of March, 2006.

Carolina Landings at University Place
Condominium Association C, Inc.

[Signature]
Witness Signature

Gerald A. Addicott
Printed Name

[Signature]
Witness Signature

Chad M. McClenathen
Printed Name

[Signature]
By: CHUCK SHAH, President

[Signature]
Attest: ALAN FINK, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22 day of March, 2006, by Chuck Shah "Chuck" Shah, as President, and by Alan Fink, as Secretary, of Carolina Landings at University Place Condominium Association C, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced the following identification: 500 0113473760 FS20 000 47 017 0. If no type of identification is indicated, the above-named persons are personally known to me.


[Signature]
Notary Public - State of

Notary Print Name
My Commission Expires:




CONSENT AND JOINDER OF ASSOCIATION

The undersigned representative of **Carolina Landings at University Place Condominium Association, Inc.** does hereby join in the Certificate of Amendment to the Declaration of Condominium for **Carolina Landings at University Place Condominium C**, on behalf of the Association, for the purpose of accepting the corporate responsibility to perform the duties and responsibilities as provided therein, including without limitation, serving as the condominium association in charge of **Carolina Landings at University Place Condominium C**.

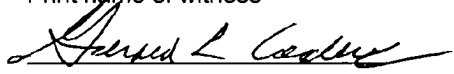


Witness signature
Chad M. McClenath

Print name of witness

**Carolina Landings at University Place
Condominium Association, Inc.**


By: *CHUCK SHAH*, President



Witness signature
Carol L L Add...

Print name of witness

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22 day of March, 2006 by Carolina L "Chuck" Shah, as President, of Carolina Landings at University Place Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced 5000 113 47 376 0 _____, as identification. If no type of identification is indicated, the above-named person is personally known to me.



Notary Public - State of Florida

Notary Print Name
My Commission Expires:

 **Chad M. McClenath**
Commission # DD378135
Expires February 14, 2009
Bundled Title Plan - Insurance, Inc. 800-688-7070