

PREPARED BY:
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**CERTIFICATE OF AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
FAIRWAY WOODS OF CROSS CREEK II**

THE UNDERSIGNED, being the President of Fairway Woods of Cross Creek II Condominium Association, Inc., a Florida non-profit corporation, does hereby certify that the attached Amendment to the Amended and Restated Declaration of Condominium of Fairway Woods of Cross Creek II, a Condominium, originally recorded in Official Records Book 2613, Page 956, *et seq.*, Public Records of Lee County, Florida, was duly approved, adopted, and enacted by the affirmative vote of the required percentage of the members at a Special Members Meeting held on March 31, 2008, at which a quorum was present and for which due notice was given.

Signed, sealed, and delivered
in the presence of:

Witness 1:

Sign: Stephanie Eldon
Print: Stephanie Eldon

FAIRWAY WOODS OF CROSS CREEK II
CONDOMINIUM ASSOCIATION, INC.

(Seal)

Witness 2:

Sign: Camille Henry
Print: Camille Henry

Sign: Wayne A. Johnson
Print: Wayne A. Johnson
Title: President

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 31st day of March, 2008, by Wayne A. Johnson, as President of Fairway Woods of Cross Creek II Condominium Association, Inc., who is (check one):

☒ personally known to me OR
☐ produced _____

_____ as identification.

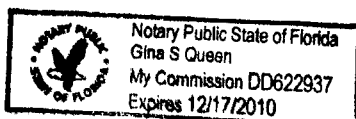
(SEAL/STAMP)

Signed: Gina S. Queen
Print: Gina S. Queen

Notary Public - State of Florida

Serial Number: DB622937

My Commission Expires: 12/17/10



**AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
FAIRWAY WOODS OF CROSS CREEK II, A CONDOMINIUM**

The Amended and Restated Declaration of Condominium of Fairway Woods of Cross Creek II, a Condominium, shall be amended as shown below.

Note: New language is underlined. Language to be deleted is ~~struck through~~.

Section 11.5. Alteration to the Units, Limited Common Elements, or Common Elements by the Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit, its appurtenant limited common elements, or common elements, or in any manner change the exterior appearance of any portion of the Condominium, unless the record owner of the unit and all record owners of liens on it join in the execution of an amendment to the Declaration and unless a majority of the total voting interests approve such amendment to the Declaration (unless required by a government entity). Any glass, screen, curtain, blind, shutter awning, or other similar structure which may be installed where visible from outside the unit is subject to regulation by the Board of Directors. No owner may alter the landscaping in any way without prior Board approval. If any unit owner requests approval of an alteration or modification involving the removal of any interior partition wall, the Association may permit such removal if the removal would not materially affect or interfere with the utility services constituting the common elements, if any, located therein. No owner shall cause any of the limited common elements appurtenant to his unit to be enclosed or cause any changes to be made outside of the unit, including painting or other decoration, or the installation of any electrical wiring, television antennas, a solar tube, replacement doors, or any energy saving devices, appliances or air conditioning units which may protrude through the walls of the condominium or in any manner change the exterior appearance of any portion of the condominium, without the prior written consent the Board of Directors. From time to time, the Board of Directors is authorized to adopt, enforce, and modify regulations and specifications regarding installation, type, style and manufacturer of approved modifications. Unit owners are solely responsible for the maintenance, repair, replacement, and casualty insurance relating to any alterations or additions and shall indemnify, defend, and hold harmless the Association, its Insurers, the Board of Directors, and the Members for any loss or damage to the units, limited common elements, common elements, unit owner property and any person that is in any way related to alterations or additions made by the unit owners, and the maintenance, repair, or replacement of same.