Recorded in Public Records 12/16/2013 at 02:19 PM OR Book 7114 Page 564, Instrument #2013094952, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Sixth Certificate of Amendment of Declaration of Condominium Tennis Oasis Townhouse Condominium Association, Inc.

WHEREAS, the Declaration of Condominium of Tennis Oasis Townhouse Condominium I was recorded in Official Record Book 900 at pages 387 through 429, inclusive, of the public records of Escambia County, Florida, and the First Amendment to Declaration of Condominium was recorded in Official Record Book 1262 at Pages 58 through 72, inclusive, of said public records, which added 8 additional units to the original 12 units, and the Second Amendment to Declaration of Condominium was recorded in Official Record Book 2398 at Pages 941 through 942, inclusive, of said public records which amended Paragraph A.1 of Article XIV to share the cost of repairs to the exterior of buildings (excluding the roof) between the Association and unit owner. and the Third Amendment to Declaration of Condominium was recorded in Official Record Book 6537 at Pages 774 through 776, inclusive, of said public records which also amended Paragraph A.1 of Article XIV to further clarify the sharing of the cost of repairs to the exterior of buildings, and also amended Paragraph C of Article XVII to clarify the logistics of signage for sale and/or rental of units, and also amended Article XX to add Paragraph B to specify a system of fines for owner's non-compliance with the guiding documents of the Association, and the Fourth Amendment to Declaration of Condominium was recorded in Official Record Book 6672 at pages 1091 through 1092. inclusive, of said public records which amended Paragraph A.2 of Article XIV to restrict any enclosure of a patio area, and the Fifth Amendment to Declaration of Condominium was recorded in Official Record Book 6471 at pages 851 through 853, inclusive, of said public records which amended Paragraph A.1 of Article XIV to assign sole responsibility for window replacement to the unit owner, and hereinafter in this instrument reference to the Declaration shall be construed to mean the Declaration as amended, and

WHEREAS, that Declaration provides that the Declaration may be amended by approval of not less than two-thirds (2/3) of the unit owners in matters including the matter in the amendment shown below, and

WHEREAS, after due and specific notice to the unit owners of the proposed amendment in conformance with the Declaration and Bylaws of the Association, at least two-thirds (2/3) of the unit owners (membership) of Tennis Oasis Townhouse Condominium Association, Inc., a Florida corporation not for profit, approved the following amendment to the Declaration of Condominium of Tennis Oasis Townhouse Condominium, as amended, in the manner set forth in this certificate:

1. Paragraph A.1. of Article XIV of the Declaration is amended as follows:

- A. By Unit Owners: The responsibility of a unit owner is as follows:
 - 1. To maintain in good condition and to repair at his/her expense all interior portions of his/her unit and all interior surfaces within or

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surrounding his/her townhouse unit (such as the surface of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment (interior and exterior components), and to pay for any utilities which are separately metered to his/her unit. Replacement of windows shall also be the sole responsibility of the unit owner unless the replacement is necessary due to an event covered by insurance maintained by the Association, in which case the Association shall pay the full amount of labor and materials. For external sliding glass doors, one-half (1/2) of the material cost of repair or replacement shall be treated as a common expense. The remaining one-half (1/2) of the material cost and all of the labor shall be paid by the unit owner. The cost of upgrading beyond a reasonable replacement of the original quality of these components shall be the sole responsibility of the unit owner. Every unit owner must perform promptly all maintenance and repair work within his/her unit, as aforesaid, which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other damages and liability that his/her failure to do so may engender. Said unit shall be maintained and repaired in accordance with the building plans originally utilized by the Developer. copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration.

IN WITNESS WHEREOF, this certificate of amendment is executed by Tennis Oasis Townhouse Condominium Association, Inc. through its president and attested by the members of the Board of Directors listed below this ________, 2013.

Gerald G. Day. President

Attested B

Carol Aushorn Board Member

Bill Day, Board Member

(4)

Notary Public State of Florida Joseph T Lovoy My Commission EE 208770 Expires 06/17/2016

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Notary Public State of Florida Joseph T Lovoy My Commission EE 208770 Expires 06/17/2018

The foregoing instrument was acknowledged and executed before me this 1/ 14 day of DECEMBEN, 2013 by the above listed members of the Board of Directors of

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Tennis Oasis Townhouse Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the corporation.

Notary Public