

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
LISA A. WOLINER, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

**CERTIFICATE OF AMENDMENT
TO
THE
DECLARATION OF RESTRICTIONS
FOR
BAY OAKS ESTATES, UNIT I**

The undersigned officers of Bay Oaks HOA, Inc., a Florida not-for-profit corporation organized and existing to operate and maintain Bay Oaks Estates, Unit I, according to the Declaration of Restrictions, as recorded in O.R. Book 2654, Page 2750, et seq., Public Records of Sarasota County, Florida, hereby certify that the following amendments to the Declaration of Restrictions were approved by at least two-thirds (2/3rds) of the voting interests of the entire Association in writing. The undersigned further certify that the amendments were proposed and adopted in accordance with the subdivision documentation, and applicable law.

NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. *Proposed amendment Article IV entitled "Building and Use Restrictions," Section 1, to read as follows:*

Section 1. Residential Use. The Lots subject to this Declaration may be used for single-family residential living units and for no other purpose. Any owner acquiring title to a Lot shall, within thirty (30) days of the transfer of title, provide the Association with the names of the owner(s) and occupant(s) of the unit as well as such other information as the Board may reasonably require. ~~No business or commercial building may be erected on any Lot or Tract, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings built on Lots in the Subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provisions hereof to the contrary, Developer, Approved Builder (as herein defined), and such other contractors as Developer may approve in writing shall have the right from time to time to construct and operate model homes in the Subdivision and maintain offices therein; in addition, Developer and such contractors as Developer may approve shall have the right from time to time to erect and maintain in the Subdivision administrative offices, sales offices, field construction offices, construction storage facilities, parking facilities, signs, and such other offices, structures, and facilities as may be appropriate for use by Developer in the development of the subdivision. No business or trade shall be permitted to be conducted in a home or on a lot, or anywhere else on the property, except as follows:~~

1. The Association is excluded from the general prohibition on the conduct of business given its duties and responsibilities under these documents, and applicable law.

2. Unit owners, tenants and occupants may conduct limited professional or business activities if confined solely within their unit, but only if the activity cannot be seen, heard or smelled by other residents of the community, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the community, nor shall any activities be permitted that would increase the insurance risk of other homeowners, or the Association, or constitute a dangerous activity. Door-to-door solicitation is prohibited.

2. *Proposed Amendment to Article IV, Section 7 entitled "Antenna", to read as follows:*

Section 7. Antenna. ~~No aerial, antenna or satellite dish shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building in the Subdivision. No television, radio, satellite, or other antenna or satellite system may be installed on the Common~~

Areas by any person or entity other than the Association. Certain television, satellite, or other antenna systems may be erected or installed on a Lot or Residence subject to compliance with this provision. All other antennas, satellite systems and any other type of antenna not strictly permitted by Federal Law are prohibited. Permitted antennas include (collectively hereinafter referred to as "antennas"):

1. Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
2. Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.
3. Television broadcast antennas for local stations, which may be any reasonable size.

A. Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal. The Board of Directors may promulgate rules and policies on suitable locations for each lot.

B. Screening of Antennas. All antennas shall be screened from view from neighboring properties, and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 36 inches. Taller antennas shall be screened to their full height if reasonably practicable.

C. Safety Requirements. To safeguard the safety of the lot owner, occupants of the residence in which the antenna is located, neighboring property owners, and other owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

D. Proviso. It is the intent of this provision to comply with the Telecommunications Act of 1996. Nothing herein shall be interpreted or applied by the Association to prevent or unreasonably delay antenna installation, maintenance or use; unreasonably increase the cost of antenna installation, maintenance or use; or preclude reception of acceptable quality signals. Lot owners are encouraged to seek guidance from the Association concerning these matters but do not have to receive Association approval prior to installation. However, any installation must be in accordance with these provisions and reasonable rules and regulations adopted by the Board to interpret these regulations.

3. *Proposed Amendment to Article IV, Section 11 entitled "Game and Accessory Structures", to read as follows:*

Section 11. Games and Accessory Structures. All basketball backboards and any other fixed games and play structures shall be not located at the rear of the dwelling must be approved by the Board of Directors. Play, Games and other Accessory Structures and shall not occupy a land surface area of more than 400 square feet without Developer approval. No platform, dog house, playhouse or other structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of the residence constructed thereon, and any such structure must have the prior approval of the Association Developer. Lighting plans for all such area shall be subject to Association Developer approval and shall not cast light directly onto any Lot or Tract. Notwithstanding the foregoing, movable play structures, including basketball hoops, may be permitted to remain on the driveway of a Lot over a Friday and/or Saturday night. All such structures or personal property shall be stored in the garage or the rear of the lot at all other

times. Quiet hours shall be from 10:00 pm to 8:00 am and basketball and other activities that can be heard from the exterior of the home are prohibited during quiet hours.

4. ***Proposed Amendment to Article IV, Sections 14 and 15, to read as follows:***

Section 14. ~~Fences, Hedges and Walls. No fence, hedge, or wall shall be over 6 feet in height from the grade established by the developer.~~ No fence or wall shall be over 6 feet in height and no hedge shall be greater than 8 feet in height, regardless of where located. No fence, hedge or wall shall be constructed or maintained nearer to the street than the front wall of the residence constructed on the Lot, nor nearer than 20 feet to the front lot line, whichever would cause the fence, hedge or wall to be further from the street. There shall be no chain link, hog wire, or other type of metal fences on any lot. The composition, location and height of any fence, hedge or wall to be constructed on any Lot shall be subject to the approval of the Association Developer. No tree, fence, shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles shall be placed or permitted to remain on any corner Lot.

Section 15. Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a Lot, such Lot shall be sodded and landscaped in accordance with a landscaping plan approved by Developer or Association. Landscape plans involving the use of rock, stone, sand, shell or hard surfaces for total or substantially total landscaping in front yards will not be approved. Use of such materials are limited to 20% of the front yard landscape area coverage without approval of the Developer. All lawns and landscaping shall extend to the pavement line in front of any dwelling. All landscaping shall be maintained in a neat, and attractive manner.

5. ***Proposed Amendment to Article IV, Section 18 entitled "Vehicles", to read as follows:***

Section 18. Vehicles. No vehicle shall be parked in the Subdivision except of a paved driveway or inside a garage. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, vans, motor homes, motorcycles, recreational vehicles and any vehicle not in operable condition shall be permitted to be parked in the Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any Lot except within an enclosed garage. Any improperly parked or prohibited vehicles may be towed away from the Subdivision and stored, all at the expense of the vehicle owner in accordance with guidelines adopted by the Board of Directors.

6. ***Proposed Amendment to Article IV, Section 25 entitled "Building and Site Plan Approval", to read as follows:***

Section 25. Building and Site Plan Approval/ Alterations and Modifications to Lots or Improvements located thereon. Prior to commencement of any construction or improvement of a Lot detailed site and, construction plans (which shall include elevations and exterior materials) and landscape plans shall be submitted to the Developer for approval for the purpose of assuring compliance with each of the foregoing requirements set forth in this Article. Said plans will be reviewed by the Developer within thirty (30) days of receipt of same and Developer shall notify the Lot owner of the approval or disapproval of such plans. In the event Developer disapproves such plan Developer shall advise the Lot Owner of the specific areas and reasons for disapproval and, where appropriate, suggest modifications and revisions to the plans that would result in approval. In the event any plans or specifications are submitted to Developer and Developer has neither approved nor disapproved same within thirty (30) days of such submission, same shall be deemed approved as submitted. Any request by an Owner within the Subdivision for modification or changes of existing structures or improvements, new additions or alterations shall be subject to the regulation and approval of both the Board of Directors and Sarasota County, if applicable.

In general, the Board shall be concerned with modifications or changes to the following areas:

- (a) buildings/patios/courtyards (including screening).
- (b) signs.
- (c) outside lighting.

- (d) fences.
- (e) hedges.
- (f) exterior walls.
- (g) walks/driveways.
- (h) exterior doors.
- (i) windows.
- (j) pools.
- (k) Any other structures or improvements to be constructed, erected, removed or maintained.

No building, fence, wall or other structure or improvement shall be commenced, altered, removed, erected or maintained in the Subdivision, nor shall any addition, removal, change or alteration visible from the exterior of any Unit be made, nor shall any awning, canopy or shutter be attached to or placed upon outside walls or roofs of buildings or other improvements, unless and until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, the Association acting through its Board of Directors or an Architectural Review Board (ARB) appointed by the Board of Directors..

An Owner shall submit a complete set of plans and specifications of the proposed construction or modification to the Board of Directors at least forty-five (45) days in advance. The Board or ARB shall have the right to request additional information, if, in its opinion, the information submitted is incomplete or insufficient. The Board or ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alteration, removal or addition contemplated thereby in the location(s) indicated will not be detrimental to the appearance of the Subdivision as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Board or ARB may condition its approval of proposals and plans and specifications as it deems appropriate. Upon such receipt, the ARB shall have forty-five (45) days in which to accept or reject any proposed plans and if the Board or ARB does not reject same within such period, said plans shall be deemed approved.

After approval by the Board or ARB, all improvements shall be completed within a reasonable time from commencement of the improvement. The Board or ARB may establish, but is not required to establish a specific time for completion of construction as a condition of its approval.

7. *Proposed Amendment to Article IV, to add a new Section 27 entitled "Leasing", to read as follows:*

Section 27: Leasing. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, in excess of thirty (30) days, regardless of whether there is consideration for the use. The term "leasing" and "renting" shall be used interchangeably. Should a unit owner wish to lease his unit, he or she shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as the names of all proposed occupants and such other information the Board may reasonably require. No individual rooms may be rented and no transient tenants may be accommodated. All leases shall be for a minimum period of ninety (90) consecutive days or three (3) calendar months, whichever is less. No more than one (1) lease is permitted in any year, measured from the date of commencement of the last lease. The unit owner shall have the duty to bring his tenant's conduct into compliance with the documents governing the Subdivision by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the tenant into compliance with the documents governing the Subdivision (including any rules and regulations), the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenants' noncompliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges as set forth in Article XIII.

8. **Proposed amendment to Article X entitled "Variances" to read as follows:**

Developer hereby reserves the right to enter into agreements with the owner of any Lot or Lots (without the consent of the owners of other Lots, adjoining or adjacent property) to vary these conditions, restrictions, limitations and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, underground wiring, construction of improvements, building plans, landscaping, signs, maintenance, screening of garbage receptacles, clotheslines and air conditioner compressors, and any such variance shall be evidenced by an agreement in writing. The Association may grant variances to the covenants and restrictions herein contained to address special circumstances as may be determined by the Board of Directors. Such variance shall not constitute a waiver of any such condition, restriction, limitation or agreement as to the remaining Lots in the Subdivision, and the same shall remain fully enforceable against all Lots located in the Subdivision other than the Lot where such variance is permitted. ~~Developer reserves the right to impose additional restrictions in the conveyance of title to any Lot or Lots in the Subdivision.~~

9. **Proposed amendment to Article XII entitled "Assessments by Bay Oaks HOA, Inc.," Sections 5 and 6 to read as follows:**

(Sections 1 through 4 remain unchanged.)

Section 5. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessment shall be as set forth in said association's Articles of Incorporation and Bylaws. Payment of any special assessment levied by the association's Board of Directors shall be due upon not less than thirty (30) days written notice thereof on the date and in such installments as the Board of Directors may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late payment fee charge of in the amount of \$25.00 or ten percent (10%) of the assessment, whichever greater and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.

Section 6. Personal Obligation of Property Owner. Every assessment shall be the personal obligation of the owner of the Lot against which the assessment is levied, ownership being determined as of the date of such levy and shall be a continuing lien against the Lot. If any such assessment is not paid within thirty (30) days after the same is due, then the Homeowners Association may bring suit against the owner on his personal obligation and there shall be added to the amount of such assessment the aforementioned late charge and interest and all costs incurred by said association, including reasonable attorneys' fees (including those incurred for appellate proceedings), in preparation for and in bringing such action. Except for first mortgagees acquiring title by foreclosure sale or deed in lieu of foreclosure, any owner, regardless of how title was acquired, including third-party purchasers at foreclosure sales or by deed in lieu of foreclosure or by operation of law, is jointly and severally liable for all unpaid assessments that came due prior to the transfer of title. This liability is without prejudice to any right the owner may have to recover such amounts from the previous owner.

10. **Proposed amendment to Article XIV entitled "General Provisions," Section 2 shall read as follows:**

(Section 1 remains unchanged.)

Section 2. Remedies for Violation. The violation or breach of any condition, covenant or restriction herein contained shall give Developer, the Homeowners Association or any Lot owner, in addition to all other remedies provided herein or by law, the right to proceed at law or in equity to compel compliance with the terms of such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such proceedings shall be borne by the Lot owner alleged to be in violation if such proceedings result in a finding that such owner was in violation of the terms of this Declaration. Such costs shall include reasonable attorney's fees, including attorney's fees for appellate proceedings, incurred by Developer or the Homeowners Association ~~but not attorney's fees incurred by any Lot owner in bringing an action against another Lot owner.~~ Failure by Developer, said associations, or any Lot owner to enforce any of said covenants or restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior or subsequent thereto. In addition to any remedy

provided herein, the Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guest, or invitees or both, to use the common areas and facilities, and may levy fines against a Lot, for failure to comply with the provisions of the Board policies and the Governing Documents (Declaration, Articles, By-Laws, and Rules and Regulations), by owners, occupants, licensees, tenants, and invitees. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Notice of the fining or suspension hearing is effective when mailed. Any fine imposed by the Association shall be secured by a right of lien as set forth in Article XIII hereof. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due which may be levied or imposed without a hearing. Suspension of common-area-use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. All remedies provided in this Declaration, the Articles, the Bylaws or Florida Statutes are cumulative and in addition to each other.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 06th day of July, 2001, at Sarasota County, Florida.

Lauren A. Levinus
Witness Signature
Lauren A. Levinus
Printed Name
Hunter Rawls
Witness Signature
Hunter Rawls
Printed Name

BAY OAKS HOA, INC.
BY: Linda C. Eneix
Linda C. Eneix, President

BY: Marlene M. Hjertstedt
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6 day of July, 2001 by Linda C. Eneix, as President, and Marlene M. Hjertstedt, as Secretary of Bay Oaks HOA, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced Florida Drivers License as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Lauren A. Levinus
Notary Public
Printed Name Lauren A. Levinus
State of Florida
My Commission Expires August 5, 2003

