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THIS INSTRUMENT PREPARED BY
AND RETURN TO:
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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
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**CERTIFICATE OF AMENDMENT
TO
GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
THE LAKES OF SARASOTA**

The undersigned officers of The Lakes of Sarasota Maintenance Association, Inc., a not for profit Florida corporation organized and existing to operate and maintain The Lakes of Sarasota, according to the General Covenants, Easements and Restrictions thereof as recorded in O.R. Book 1641, page 0600, et seq., of the Public Records of Sarasota County, Florida, as amended, hereby certify that the following amendments to the General Covenants, Easements and Restrictions were approved by the Board of Directors and at least two thirds (2/3rds) of the members of the Association by written consent in lieu of a meeting. The undersigned further certify that the amendments were proposed and adopted in accordance with applicable law.

1. Proposed Amendment to Article III, Section C. entitled "ADDITIONAL PROVISIONS FOR THE PRESERVATION OF THE VALUES AND AMENITIES OF THE LAKES OF SARASOTA", modifying subparagraph 13., as follows:

13. Prohibited Structures: Except for the structures permitted on the Common Maintenance Areas, as provided for herein or in the Homeowners' Declaration or a Neighborhood Declaration, no structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn or outbuilding, shall be parked or erected on the Committed Property at any time. ~~Excepted from the foregoing shall be the Developer or its successors, nominees and assigns until Developer or its successors, nominees and assigns no longer own any portion of the Total Property provided such temporary structures are utilized for construction or sales purposes.~~ No owner may install or permit the installation of fences or walls on any portion of the Committed Property without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Lakes of Sarasota in part or whole. Said determination may be based solely upon aesthetic considerations. Fences, walls and other similar improvements adjacent to or visible from MacIntosh road are strictly prohibited.

2. Proposed Amendment to Article IX, Section F. entitled "ENFORCEMENT", as follows:

F. Enforcement

The covenants and restrictions herein contained or contained in any of the Lakes of Sarasota Documents may be enforced by the Maintenance Association Developer (until the Maintenance Turnover Date), any Neighborhood Association, any Owner(s) and any Institutional Mortgagee in any judicial proceeding any remedy recognizable at law or in equity, including damages, injunction, or any form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees. In the event an owner or occupant fails to maintain a Dwelling Unit or fails to cause such lot and the improvements thereon to be maintained, or fails to observe and perform all of the provisions of the Maintenance Covenants, the By-Laws, the Articles of Incorporation of the

Association, applicable rules and regulations, or any other covenant, restriction, agreement, document or instrument affecting the Lakes of Sarasota in the manner required, the Association shall have the right to make or cause to be made any repairs, modifications, shall have the right to remove unauthorized improvements and restore the property to a compliant condition and make a special charge against the owner and the Dwelling Unit for the sums necessary to do whatever work is required to put the owner or Dwelling Unit in compliance, to hire an attorney and make a charge against the owner and lot for the costs of such reasonable attorneys' fees incurred in obtaining performance and/or compliance of the owner, whether suit be brought or not. In addition, the Association has the right of access to each lot during reasonable hours, when necessary, for the maintenance, repair, or replacement of any Common Property or as necessary to prevent damage to the property.

In addition to the remedies available elsewhere in the documents, the Directors may impose fines against a Dwelling Unit, its owner, tenant or invitee, for failure to comply with the provisions of the rules and regulations, the Maintenance Covenants, or any other covenant, restriction, agreement, document or instrument affecting the Lakes of Sarasota, by owners, occupants, licensees, tenants, and invitees.

1. A fine may be imposed for each day of continuing violation in an amount of up to One Hundred and 00/100 Dollars (\$100.00) or the highest rate allowed by law (whichever greater) per day of a continuing violation with a single notice and opportunity for hearing.

2. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing by being given written notice. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the owner listed in the official records of the Corporation, and as to tenants, to the mailing address for the unit.

3. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other unit owners. If the Committee does not agree with the fine, the fine may not be levied. Should the Association be required to initiate legal proceedings to collect a duly levied fine, the prevailing party in an action to collect said fine shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial, at trial, and on appeal. No fine may, in the aggregate, exceed Ten Thousand (\$10,000.00) Dollars. Fines up to Ten Thousand (\$10,000.00) Dollars are hereby authorized.

4. Nothing herein shall be construed to interfere with the right of any owner to obtain from the violator occupying his/her unit, payment in the amount of any fine or fines that are assessed against the unit.

5. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Association to pursue other means to enforce the governing documents or any applicable laws and ordinances. All rights and remedies provided herein or Florida law shall be cumulative.

6. Any duly levied fine not paid within thirty (30) days of the date due shall be secured by a common law and contractual lien upon the lot, which shall be perfected by the recordation of a claim of lien in the public records of Sarasota County, Florida. Said lien may be foreclosed or money judgment awarded, in the same manner as liens for common expenses as set forth in Article VI of these General Covenants.

In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 12th day of December, 2000, at Sarasota County, Florida.

THE LAKES OF SARASOTA
MAINTENANCE ASSOCIATION, INC.

[Signature]
Witness Signature

BY: William Brewer
William Brewer, President

William Duncan
Printed Name

[Signature]
Witness Signature

ATTEST: [Signature]
RICHARD TERRY, Treasurer

ORLANDO PRIEDE
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this day of December, 12, 2000 by William Brewer, as President and RICHARD TERRY, as Treasurer of THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public [Signature]
Printed Name L. ANN SEABURG
State of Florida
My Commission Expires _____

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