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June 22, 2016 11:18:07 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

**DECLARATION OF NEIGHBORHOOD COVENANTS FOR
WOODHAVEN ESTATES VILLAS**

We hereby certify that the attached amendments to the Declaration of Neighborhood Covenants for Woodhaven Estates Villas (which Declaration is originally recorded in Official Records Instrument Number 2006112949 of the Public Records of Sarasota County, Florida), were approved by a majority of the voting interests of the Association at a members meeting held on April 20, 2016, after receiving approval by the Board of Directors, which is sufficient for adoption under Article 15.1 of the Declaration of Neighborhood Covenants.

DATED this 15 day of June, 2016.

Signed, sealed and
delivered in the presence of:

WOODHAVEN ESTATES VILLAS
PROPERTY OWNERS ASSOCIATION, INC.

sign: Eleanor Lyman

By: Tom Eggleston
Tom Eggleston, President

print: ELEANOR LYMAN

sign: William Bartley

print: WILLIAM BARTLEY

sign: William Bartley

Attest: Charles L. Lyman
Charles Lyman, Secretary

print: WILLIAM BARTLEY

sign: Eleanor Lyman

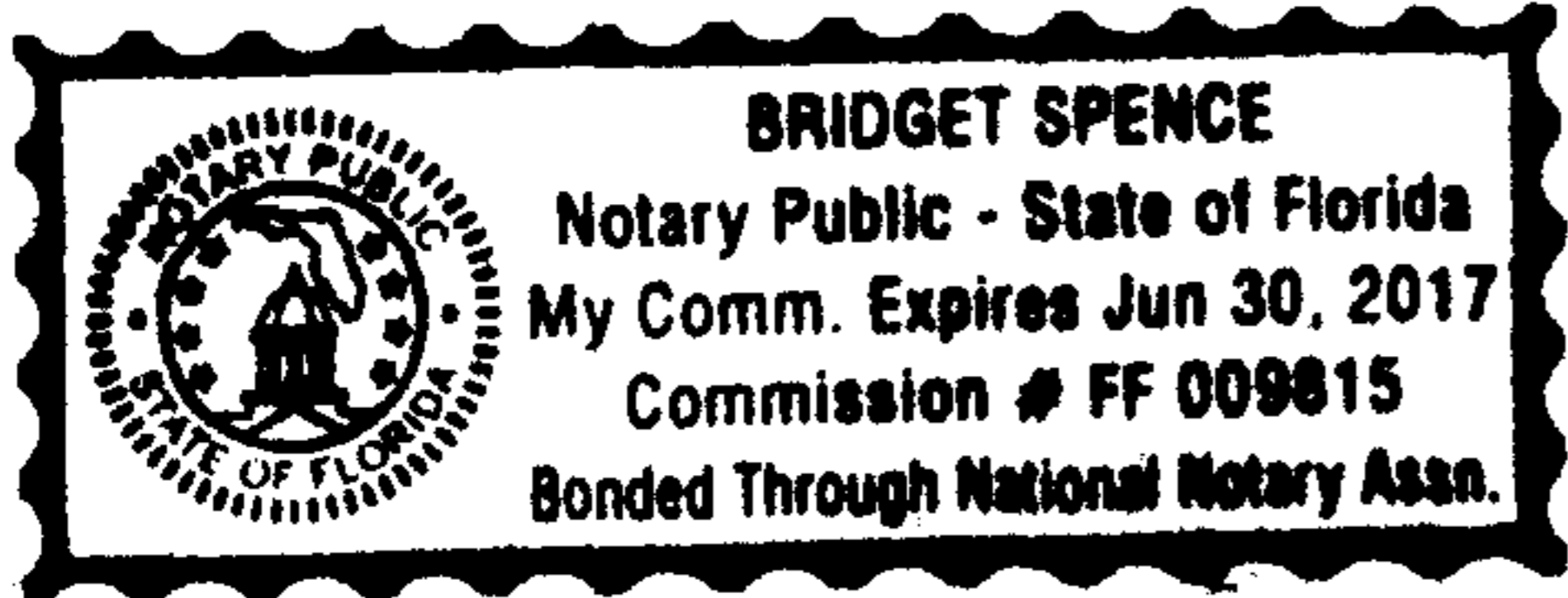
print: ELEANOR LYMAN

(Corporate Seal)

4 pgs

STATE OF Florida
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15 day of June, 2016, by Tom Eggleston as President of Woodhaven Estates Villas Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

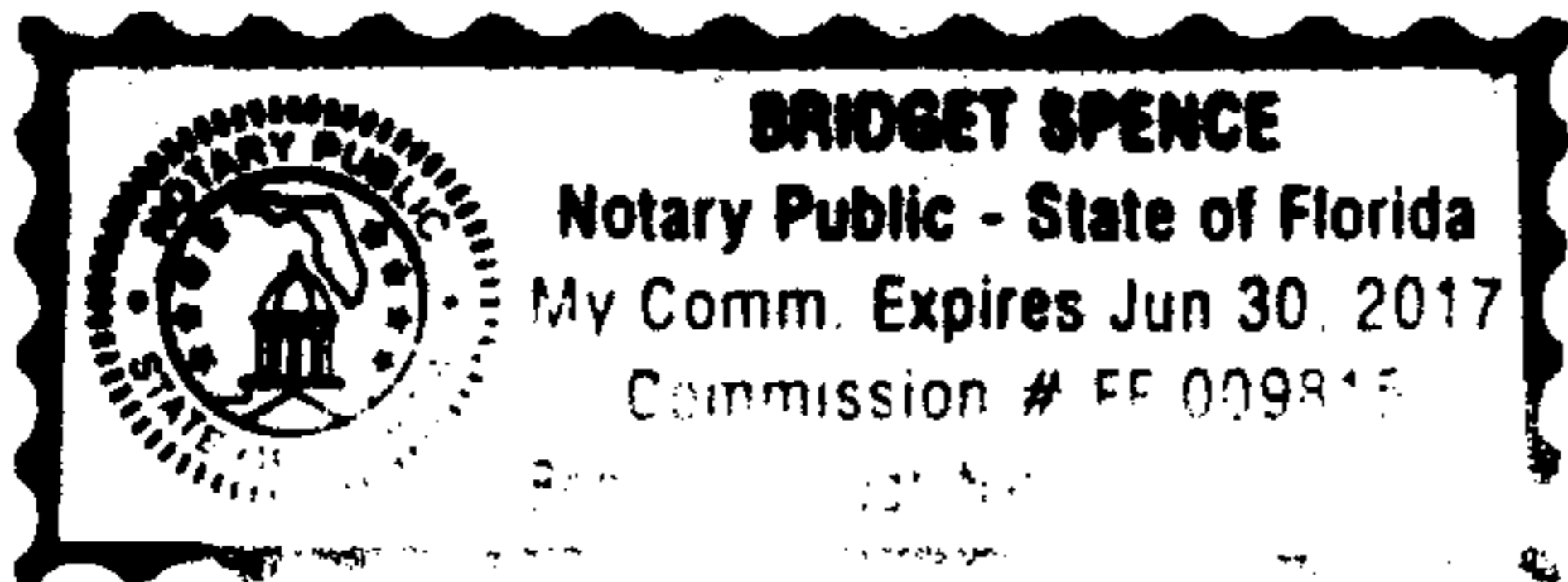


NOTARY PUBLIC

sign Bridget Spence
print Bridget Spence
State of Florida at Large (Seal)
My Commission expires:

STATE OF Florida
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 15 day of June, 2016, by Charles Lymon as Secretary of Woodhaven Estates Villas Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign Bridget Spence
print Bridget Spence
State of Florida at Large (Seal)
My Commission expires:

AMENDMENTS

AMENDED AND RESTATED DECLARATION OF NEIGHBORHOOD COVENANTS WOODHAVEN ESTATES VILLAS

[Underlined text indicates inserted text. Stricken text indicates deleted text.]

ARTICLE 2 DEFINITIONS

- (e) **“Common Areas”** shall refer to Lots 6, 7 and 8 of Block 2564 identified in Plat Book 21, Page 8 of the Public Records of Sarasota County, Florida, as well as improvements and personal property thereon owned or leased by the Association for the common use and enjoyment of the members of the Association.

ARTICLE 7 LOT USE RESTRICTIONS

Section 7.11 Lawns and Landscaping. ~~No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot. Owners are responsible to maintain and use the sprinkler systems serving their respective Lots and to use such systems to maintain the lawns and landscaping in a neat and attractive manner. Additionally, all lawns, landscaping, trees, hedges, shrubs, vines and plantings shall be trimmed and maintained in good, safe, clean, neat and attractive condition. All edges of curbs must be edged to prevent grass from growing into the curbs and sidewalks. No stone yards or other artificial material can replace natural sod. If an Owner fails to maintain the lawn and landscaping within fifteen (15) days after the Association gives written notice of same, the Association may enter upon the Lot and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Owner. Such entry by the Association shall not be a trespass and by acceptance of a deed for a Lot, such party has expressly given the Association the continuing permission to do so which permission may not be revoked. If any Owner fails to make payment for the cost of the correction within fifteen (15) days after request to do so by the Association, assessment for the payment requested shall be levied and enforced in accordance with the provisions of Article 6 hereof.~~

ARTICLE 8 LEASING RESIDENCES

Section 8.1 Definition. “Leasing,” for purposes of this Declaration, is defined as the exclusive occupancy of a Lot and/or Structure by any persons other than the Owner, who pay or provide rent or a benefit, fee, gratuity, swap, service or any other remuneration in exchange for occupancy. ~~whether or not the Owner receives any benefit, fee, gratuity or service.~~

Section 8.2 Approval Required for Leases and Other Occupancy. Owners shall obtain the Board’s written approval prior to leasing a residence. Any Owner seeking lease approval shall provide the Association with written notice of the intent to lease the residence on a lease application form adopted by the Board, along with three (3) executed copies of the proposed lease agreement. The Board of Directors shall adopt a standard lease agreement that shall be used by Owners prior to the lease of a residence in the subdivision. The standard lease

agreement shall permit the Owner to incorporate any other lease provisions that are more restrictive or otherwise not inconsistent with the adopted standard lease agreement or any provision of the Declaration, Bylaws, Articles of Incorporation or the Rules and Regulations of the Association. Notwithstanding anything to the contrary in this Declaration, occupancy by an Owner's family or friends who are not leasing the Lot and/or Structure may require completion of a standard form to be adopted by the Board of Directors and the Board's written approval prior to occupancy.

ARTICLE 11 MAINTENANCE

Section 11.1 By the Owner. Each Owner shall be responsible for the maintenance, repair and replacement of all improvements on the Lot. Maintenance, repair and replacement shall be undertaken in accordance with the following parameters:

- (b) Lawns and Landscaping. ~~All Lots shall be kept neatly manicured on a regular basis. All debris, clippings, etc. shall be promptly removed.~~ Irrigation and sprinkler systems shall be operated and maintained so as not to cause overspray or browned out areas.

Section 11.4 By the Association. The Association shall be responsible to maintain, repair and replace all improvements, structures and areas not contained within the Lots, and all areas specifically detailed in Article 3 of the Declaration. Additionally, the Association shall maintain the lawns and landscaping on the individual Lots in a good, safe, clean, neat and attractive condition.