

Prepared by and return to:
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2013137944

CERTIFICATE OF AMENDMENT

**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR
OAKLEAF, A SUBDIVISION**

We hereby certify that the attached amendment to the Declaration of Restrictions and Protective Covenants for OAKLEAF, a Subdivision were approved and adopted at the special membership meeting of OAKLEAF HOMEOWNERS ASSOCIATION NO. 1, INC. (herein, the "Association") held on August 27, 2013 and reconvened on September 24, 2013, by the written consent of not less than a majority of the lots in the subdivision as required by Article 6.5 of the Declaration and Article 3.9 of the Association's Bylaws.

The Declaration of Restrictions is originally recorded at Official Records Book 2630, Page 819 et seq. of the Public Records of Sarasota County, Florida. The Amended and Restated Declaration of Restrictions is recorded at Official Records Instrument #2003128710 of the Public Records of Sarasota County, Florida.

DATED this ____ day of October, 2013.

Signed, sealed and delivered in the presence of :

Sign: Deborah L. Yuhas

Print: DEBORAH L. YUHAS

Sign: [Signature]

Print: Jesse P. [Signature]

OAKLEAF HOMEOWNERS ASSOCIATION NO. 1, INC.

By: [Signature]
Chase Bonanno, President

Signed, sealed and delivered in the presence of :

Sign: Deborah L. Yuhas

Print: DEBORAH L. YUHAS

Sign: [Signature]

Print: Scott Schriener

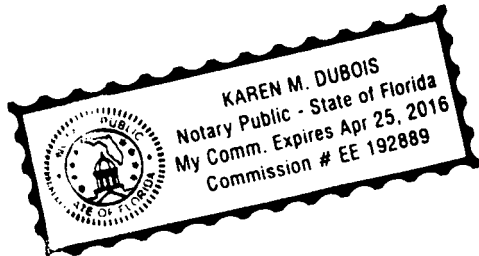
ATTEST:

By: [Signature]
Judy Ramlow D. Pinto, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of October, 2013, by Chase Bonanno as President of OAKLEAF HOMEOWNERS ASSOCIATION NO. 1, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

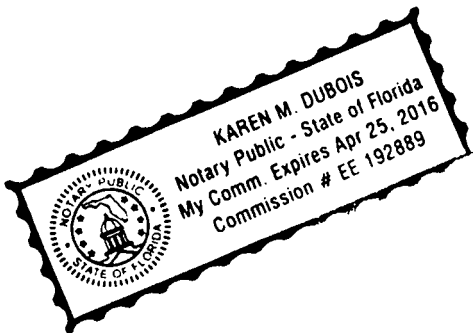
Sign: _____

Print: _____

Karen M. Dubois
State of Florida at Large (Seal)
My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of October, 2013, by Judy Ramlow ~~Di Pinto~~ as Secretary of OAKLEAF HOMEOWNERS ASSOCIATION NO. 1, INC., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced Drives licenses as identification.



NOTARY PUBLIC

Sign: _____

Print: _____

Karen M. Dubois
State of Florida at Large (Seal)
My Commission expires: 4/25/16

AMENDMENT

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR OAKLEAF, A SUBDIVISION

[Additions are indicated by underline]

ARTICLE IV USE RESTRICTIONS

Section 4.1 **General.** The Property shall be used only for residential, recreational, and related purposes, subject to the provisions hereof and any reasonable rules adopted by the Association Board of Directors not in conflict herewith.

(L) **Maintenance of Premises.** Each Owner is responsible for the proper maintenance of the landscaping of the Lot including, without limitation, the trees, shrubs, lawns and flowerbeds, as well as mailboxes, lampposts, and walkways. Proper maintenance includes the removal of weeds, underbrush or other unsightly growth as determined by the Board. Any landscaping, including the grass, which is diseased or dead shall be replaced by the Owner with equivalent landscaping acceptable to the Board, within thirty (30) days. Front yards shall be maintained to the edge of the roadway asphalt, including any unpaved right-of-way. No refuse shall be allowed to be placed or remain on the property. Sprinkler systems and any property structures shall be kept in good, safe, clean, and neat condition. The Owner of any Lot that backs up to a lake bank shall maintain the Lot from the lot line to the water line.

Notwithstanding any other provision of this Declaration to the contrary, the Association shall maintain all unimproved Lots and the cost thereof shall be paid to the Association by the Owner quarterly, by a billing procedure determined by the Association. If any Owner fails to make payment within fifteen (15) days after request to do so by the Association, assessment for the payment requested shall be levied against the Lot and its Owner and enforced in accordance with the provisions of Article IV hereof. While the Association is not responsible for maintaining mailboxes, it may elect, in the Board's sole and absolute discretion, whether on a temporary or permanent basis, to maintain, repair and replace mailboxes with the costs thereof being treated as common expenses.