

This instrument was prepared by,
or under the supervision of
(and after recording return to):

Frazier & Brown, Attorneys at Law
202 S Rome Ave.
Suite 125
Tampa, FL 33606

SIMPLIFILE

9/1/2017 4:42 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA

Receipt # 2150811

CERTIFICATE OF AMENDMENT
TO THE DECLARATION AND BYLAWS FOR OAKLEAF
HOMEOWNERS ASSOCIATION NO. 1, INC.

THIS AMENDMENT is made this 29 day of August, 2017 by OAKLEAF HOMEOWNERS ASSOCIATION NO. 1, INC., a Florida not-for-profit Corporation (the "Association").

The Association has placed on record the Amended and Restated Declaration of Restrictions and Protective Covenants ("Declaration"), recorded on June 30, 2003 in the Official Records of Sarasota County, Instrument Number 2003128710, and the Amended and Restated Bylaws Oakleaf Homeowners Association No. 1, Inc. ("Bylaws"), recorded on January 26, 2004 in the Official Records of Sarasota County, Instrument Number 2004014358, and is hereby amended by the recording of this Amendment to the Amended and Restated Declaration and Bylaws.

RECITALS

WHEREAS, the Association has met the necessary vote requirements to amend the Declaration under Article VI, Section 6.5 of the Declaration; and

WHEREAS, the Association has met the necessary vote requirements to amend the Bylaws under Article 13 of the Bylaws; and

WHEREAS, the Association provided a written copy of the proposed amendments to the Declaration and Bylaws to all members for the necessary time prior to a duly called meeting of the members to discuss and vote on the proposed amendments to the governing documents; and

WHEREAS, at a meeting on the 18th day of April, 2017, duly called for the purpose of voting on the proposed amendments to the Declaration and Bylaws, the amendments were properly approved; and

WHEREAS, Association desires to amend the Declaration and Bylaws, and intends to record these amendments to evidence such amendments on terms set forth herein.

NOW, THEREFORE, the Association amends its Declaration and Bylaws as follows:

(Deleted language is marked with a ~~strickethrough line~~, and new language is marked with a double-underline.)

I. Article IV, Section 4.1(L), of the Declaration is hereby amended to read as follows:

(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~~ may 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.

II. Article IV, Section 4.1(M), of the Declaration is hereby amended to read as follows:

(M) Maintenance Responsibility. Each Owner undertakes or must designate a responsible firm or individual to undertake that Owner's maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Lot and all structures thereon in the manner set forth above; safeguarding for the Lot to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and lanais, and repairing the structures on the Lot in the event of any damage therefrom. Any Owner may designate a firm or individual to perform such functions for the Owner, but such designation shall not ~~relieve~~ relieve the Owner of any responsibility hereunder. ~~The name(s) and addresses of such firm or individual must be furnished to the Board or its designees. The designation of such firm or individual shall be subject to the reasonable approval of the Board.~~

III. Article IV, Section 4.1(Y) of the Declaration is hereby amended to read as follows:

(Y) Tree Removal and Prohibited Trees. Prior written Board approval is required to remove a tree. No tree, other than diseased or dead trees that must be removed to promote the growth of other trees or for safety reasons, shall be removed unless approved in accordance with Article IV hereof. ~~Prior written Board approval is required if the Owner does not intend to replace any tree that is removed.~~ In the instance that impending damage will likely occur in the immediate future,

which may include damage to sidewalks, driveways, irrigation, or the foundation of the home, no prior Board approval is required. Nine (9) specific exotic plants are prohibited in Oakleaf: Earleaf Acacia, Ear Tree, Australian Pine, Brazilian Pepper, Punk Tree, Downey Rosemyrtle, Carrotwood, Chinaberry, and Chinese Tallow.

IV. Article IV, Section 4.1(BB) of the Declaration is hereby amended to read as follows:

(BB) Wells and Drainage. No private water systems shall be constructed on any Lot, with the exception of private wells that have been approved by the Board. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstruction or debris may be placed in these areas. No person, other than the Association, may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. The Association reserves for itself a perpetual easement across the Property for the purpose of altering drainage and water flow.

[The rest of sub-section BB, shall remain unchanged]

V. Article 3, Section 3.3, of the Bylaws is hereby amended to read as follows:

3.3 Notice of Meetings. Notice of all members' meetings shall state the date, time and place for which the meeting is called. The notice shall include a meeting agenda and shall be given by the President, Vice President, Secretary or Association Manager. Such a notice and agenda shall be mailed or hand-delivered to each member at the member's address as it last appears in the records of the Association. Each member is responsible for promptly notifying the Association of any change of address. The Association shall mail or hand-deliver the notice and agenda to the members not less than fourteen (14) days ~~nor more than sixty (60) days~~ prior to the date of the membership meeting. The Association shall also conspicuously post the meeting notice and agenda on the Association property at least fourteen (14) continuous days prior to the meeting. When required by the Homeowners' Act, proof of such mailing or delivery and posting of notice shall be given by the affidavit of the person providing the notice.

VI. Article 3, Section 3.5, of the Bylaws is hereby amended to read as follows:

3.5 Proxies. Now withstanding anything to contrary contained in the Florida Statutes, at members' meetings, including meetings regarding amendments but excluding meetings regarding elections, At all meetings of members, each Member may vote in person, or by limited or general proxy, or by electronic voting substantially meeting the requirements of Chapter 720, Florida Statutes. Proxies and electronic voting are prohibited at meetings regarding elections, and every member must vote their own ballot. All proxies shall be in writing and filed with the Association Secretary prior to or at the beginning of the meeting or any adjournment thereof. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. ~~Limited proxies may also be used for votes taken to amend the governing documents or for any matter that requires or permits a vote of the members.~~

VII. Article 4, Section 4.2, of the Bylaws is hereby amended to read as follows:

4.2 **Term of Office.** Directors shall be elected at the annual membership meeting. A Director's term of office shall extend until the Director's successor is duly elected and qualified or until the Director's earlier resignation, death or removal. Board terms shall be staggered three (3) year terms. The majority of the Board of Directors' seats cannot be up for election in any single year. The staggered scheme shall always remain intact. Even in the case of a holdover Director, each seat shall maintain its three (3) year term. In the event of a holdover Director, a Special Meeting may be called by the members, in which case the governing document's election procedures will be triggered.

VIII. Article 5, Section 5.2, of the Bylaws is hereby amended to read as follows:

5.2 **Use of Proxy-~~Written Ballot.~~** If there are more candidates than vacancies, the The annual meeting notice required by Article 3.3 hereof shall include a form of proxy providing ballot for a vote for election of Directors ~~by limited proxy.~~ The proxy ballot shall list each candidate who timely submitted a notice of candidacy in accordance with Article 5.1 hereof ~~and additional blank lines for write in candidates.~~ The proxy shall also state that additional nominations may be made from the floor at the annual membership meeting. Additional blank lines shall be included on the proxy's candidate list with a statement that names may be added on those lines for any additional candidate who may be nominated from the floor. Members must cast their own ballot regarding the election of directors and mail in the ballot. Proxies shall not be allowed in the election of directors, and electronic voting shall not be used. The Board may vote to have the election by secret written ballot.

IX. Article 5, Section 5.3, of the Bylaws is hereby amended to read as follows:

5.3 **Election.** ~~Election of the Board of Directors shall be by votes cast in person or by limited proxy.~~ At such election the members may cast, in response to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

X. Article 7, Section 7.8(d), of the Bylaws is hereby amended to read as follows:

(d) **Treasurer.** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, may sign checks and promissory notes (in addition to such other persons as designated by the Board of Directors from time to time) of the Association, shall keep proper books of account, shall cause an annual audit of the Association books to be made by a public accountant an annual report to be completed pursuant to Florida Statute at the completion of each fiscal year, and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members upon request.

XI. Article IX of the Bylaws is hereby amended to add Section 9.3(k), and reads as follows:

(k) Emails where Board votes are taken or Board business is being enacted shall also classify as Official Records; however, all other emails shall not be an Official Record.

XII. Article 10, Section 10.1, of the Bylaws is hereby amended to read as follows:

10.1 Budget. The Association's Board of Directors shall prepare and adopt an annual budget for the common expenses of the Association each fiscal year in advance. The Board may amend the budget from time to time in the same manner as provided for adopting the original budget. The annual budget must reflect the estimated revenues and expenses for the upcoming year and the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The annual budget must set out separately all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each member with a copy of the proposed annual budget upon request or a written notice that a copy of the budget is available upon request at no charge to the member. Reserve and operating funds of the Association may be commingled.

XIII. Article 10, Section 10.3, of the Bylaws is hereby amended to read as follows:

10.3 Assessments and Fees. As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments and fees as established by the annual budget and by the Board of Directors from time to time, which are secured by a continuing lien upon the Lot against which the assessment and fee are made shall relate back to the original recording of the Declaration of Restrictions and Protective Covenants in the Public Records for Sarasota County. Any assessments and fees which are not paid when due shall be delinquent. If the assessment or fee is not paid ~~within ten (10) days after the due date~~ when due, the assessment or fee shall bear interest at the highest rate allowed by law and shall incur a late charge equal to the greater of \$25.00 or five percent (5%) of the delinquent installment, and an administrative fee shall also be added onto this amount. The Association may bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot, and all interest, late fees, costs, and reasonable attorney's fees incurred incident to the collection of the assessment or fee or incurred litigating any such action shall be added to the amount of such assessment or fee. No Owner may waive or otherwise escape liability for the assessments or fees provided for herein by non-use of the common areas or abandonment of his or her Lot. The Board may accelerate the remaining installments of the annual budget upon not less than thirty (30) days' notice to a delinquent member.

XIV. Article 10 of the Bylaws is hereby amended to add Section 10.4, and reads as follows:

10.4 Annual Assessment Exceeding 115%. In the event the annual assessment exceeds 115% over the prior year's budget for this account, within twenty-one (21) days of the adoption of the budget, twenty percent (20%) of the owners may petition in writing for a special members meeting to be called for the purpose of considering an alternate budget. A majority of the owners at the special members meeting must vote to adopt the alternate budget. If the alternate budget is not passed at this special meeting, the previously proposed budget will go into effect.

XV. Article 11 of the Bylaws is hereby amended to read as follows:

FINANCIAL REPORTING

The Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Association shall provide each member with a copy of the annual financial report upon request or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either: (a) financial statements presented in conformity with generally accepted accounting principles; or (b) a financial report of actual receipts and expenditures, cash basis, which report must show: (i) the amount of receipts and expenditures by classification; and (ii) the beginning and ending cash balances of the Association.

XVI. Except as specifically modified herein, the Declaration of Condominium and the Bylaws shall remain in full force and effect without modification.

[The rest of this page is intentionally left blank.]

IN WITNESS WHEREOF, Oakleaf Homeowners Association No. 1, Inc. has caused the Certificate of Amendment to be executed in accordance with the authority hereinabove expresses this 29 day of August 2017, at Sarasota County, Florida.

Oakleaf Homeowners Association
No. 1, Inc.

By: [Signature]
President or Vice President PRES

Print Name: BRIAN TRUELOVE

[Signature]
Witness Signature

Print Name: Charlyn Lane

[Signature]
Witness Signature

Print Name: Margaret Suarez

Attest: [Signature]
Secretary:

Print Name: Stephen Curtis

[Signature]
Witness Signature

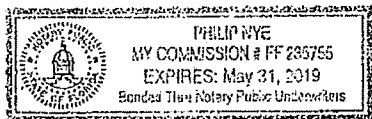
Print Name: Charlyn Lane

[Signature]
Witness Signature

Print Name: Margaret Suarez

STATE OF FLORIDA
COUNTY OF Sarasota

THE FOREGOING INSTRUMENT was acknowledged before me this 29 day of August, 2017, by BRIAN TRUELOVE, as President or Vice President of the Association, who is personally known to me or has produced Stephen Curtis as identification.; and Stephen Curtis as Secretary of the Association, who is personally known to me or has produced [Signature] as identification.



(Notary Seal)

[Signature]
Notary Public
Philip Nye
Print Name
My Commission Expires: 5/31/19