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4/11/2017 3:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
SIMPLIFILE Receipt # 2098939

Prepared by and returned to:

Kevin L. Edwards, Esquire
Becker & Poliakoff, P.A.
6230 University Parkway, Suite 204
Sarasota, FL 34240

# CERTIFICATE OF AMENDMENT

## DECLARATION OF RESTRICTIONS

## AMBERLEA SUBDIVISION, UNIT 1

WE HEREBY CERTIFY that the following amendment to the Declaration of Restrictions of Amberlea Subdivision, Unit 1 was duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 1st day of March 2017. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Restrictions is recorded at O.R. Book 2018, Page 0583 *et seq.*, of the Public Records of Sarasota County, Florida. The property encompassed by the Declaration of Restrictions is further described at Plat Book 32, Pages 23-23c, of the Public Records of Sarasota County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

**Amendment No. 1: Amendment to Article VI of the Declaration of Restrictions, by adding a new section 26, to read as follows:**

**26. LEASE OR OCCUPANCY**

In order to assure a Community of congenial Residents and thus protect the value of the Property, the leasing of Parcels is subject to the following provisions:

**Single Family Use Only**. A lease is any use of a Parcel by a person other than the Owner. All leases must be in writing and only entire Parcels may be leased. Rentals are not permitted except through a formal lease. There shall be no subdivision or subletting of Parcels. "Rent Sharing" or the renting of rooms is prohibited.

**Limitation on Leases and Rentals**. All leases must be for a minimum of 12 months and a parcel may not be leased more than two (2) times in any calendar year. In addition, an Owner may not lease a Parcel during the first two (2) years of ownership. The Board may grant a hardship waiver to this restriction, if conditions warrant.

**Board Right of Approval**. The Board must approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board has the authority to require a uniform lease application and obtain other information from the proposed tenant as is it deems appropriate. The Board may delegate the screening of proposed tenants to a committee, a managing agent, or a tenant-screening entity. The Association may charge a fee for consideration of lease applications that does not exceed two hundred dollars ($200.00) per adult applicant or the

maximum amount permissible under Florida law. The Board may require an interview of any proposed Tenant, spouse and all proposed Residents of a Parcel as a condition for approval.

**Authority to Collect Rent from a Tenant.** If the Parcel is occupied by a Tenant and the Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Parcel have been paid in full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Parcel.

**Association as Agent.** If the Owner fails to bring the conduct of the Tenant into compliance with any of the provisions contained in the Declaration, Articles, Bylaws and/or Rules and Regulations, including but not limited to the failure on the part of the Tenant to pay rent to Association upon request as stated above, Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenant's non-compliance with the Declaration, Articles, Bylaws and/or Rules and Regulations, including without limitation, the right to institute an action for eviction against the Tenant in the name of the Association. The Association shall be entitled to recover from Owner its reasonable attorneys' fees and costs incurred in bringing the Tenant's conduct into compliance regardless of whether a lawsuit is filed.

**Term, Maximum Occupancy.** All leases shall be limited to two (2) Permanent Residents per bedroom. A Permanent Resident shall include any person who resides in a Parcel for any period exceeding thirty (30) days during any calendar year. No Owner may lease less than the entire Parcel or lease or rent their Parcel for a term or period of less that twelve (12) months, so that the high quality of the Community shall be maintained and not become a lodging facility for transients or visitors. If any lease is terminated before the end of the twelve-month period no new lease may be entered into until the original twelve- month period expires except when the termination of a lease is for good cause as determined at the sole discretion of the Board. No sub-leases are allowed, without Board approval.

**Information about Tenant.** The Owner is responsible for making sure that the Association is kept current on all phone numbers and e-mail addresses of the Tenants. The Owner is also responsible that the Tenant and his visitors abide by all the Association documents.

AMBERLEA OWNERS ASSOCIATION, INC.

By: _____
Hubert "Bart" Snider, President

Attest: Gary Dalton
GARY DALTON, Secretary

Witness Signature

Christopher Jones
Printed Name

_____
Witness Signature

Carolyn D Robinson

Printed Name

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of April 2017, by Hubert "Bart" Snider, as President and Gary Dreiter, as Secretary of Amberlea Owners Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced (type of identification) FLDL FLDL as identification.

CAROLYN D. ROBINSON
Notary Public. State of Florida
Commission# FF 944235
My comm. expires Feb. 19, 2020

Notary Public
Printed Name
State of Florida
My Commission Expires 02/19/20

ACTIVE: 9611176_1

RECORDED IN OFFICIAL RECORDS
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4/11/2017 3:24 PM
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Prepared by and returned to:

Kevin L. Edwards, Esquire
Becker & Poliakoff, P.A.
6230 University Parkway, Suite 204
Sarasota, FL 34240

# CERTIFICATE OF AMENDMENT

## DECLARATION OF RESTRICTIONS

## AMBERLEA II

WE HEREBY CERTIFY that the following amendment to the Declaration of Restrictions of Amberlea II was duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 1st day of March 2017. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Restrictions is recorded at O.R. Book 2910, Page 1695 *et seq.*, of the Public Records of Sarasota County, Florida. The property encompassed by the Declaration of Restrictions is further described at Plat Book 38, Pages 29-29b, of the Public Records of Sarasota County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

**Amendment No. 1: Amendment to Article VI of the Declaration of Restrictions, by adding a new section 28, to read as follows:**

**28. LEASE OR OCCUPANCY**

In order to assure a Community of congenial Residents and thus protect the value of the Property, the leasing of Parcels is subject to the following provisions:

**Single Family Use Only.** A lease is any use of a Parcel by a person other than the Owner. All leases must be in writing and only entire Parcels may be leased. Rentals are not permitted except through a formal lease. There shall be no subdivision or subletting of Parcels. "Rent Sharing" or the renting of rooms is prohibited.

**Limitation on Leases and Rentals.** All leases must be for a minimum of 12 months and a parcel may not be leased more than two (2) times in any calendar year. In addition, an Owner may not lease a Parcel during the first two (2) years of ownership. The Board may grant a hardship waiver to this restriction, if conditions warrant.

**Board Right of Approval.** The Board must approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board has the authority to require a uniform lease application and obtain other information from the proposed tenant as is it deems appropriate. The Board may delegate the screening of proposed tenants to a committee, a managing agent, or a tenant-screening entity. The Association may charge a fee for consideration of lease applications that does not exceed two hundred dollars ($200.00) per adult applicant or the

maximum amount permissible under Florida law. The Board may require an interview of any proposed Tenant, spouse and all proposed Residents of a Parcel as a condition for approval.

**Authority to Collect Rent from a Tenant.** If the Parcel is occupied by a Tenant and the Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may demand that the Tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Parcel have been paid in full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Parcel.

**Association as Agent.** If the Owner fails to bring the conduct of the Tenant into compliance with any of the provisions contained in the Declaration, Articles, Bylaws and/or Rules and Regulations, including but not limited to the failure on the part of the Tenant to pay rent to Association upon request as stated above, Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenant's non-compliance with the Declaration, Articles, Bylaws and/or Rules and Regulations, including without limitation, the right to institute an action for eviction against the Tenant in the name of the Association. The Association shall be entitled to recover from Owner its reasonable attorneys' fees and costs incurred in bringing the Tenant's conduct into compliance regardless of whether a lawsuit is filed.

**Term, Maximum Occupancy**. All leases shall be limited to two (2) Permanent Residents per bedroom. A Permanent Resident shall include any person who resides in a Parcel for any period exceeding thirty (30) days during any calendar year. No Owner may lease less than the entire Parcel or lease or rent their Parcel for a term or period of less that twelve (12) months, so that the high quality of the Community shall be maintained and not become a lodging facility for transients or visitors. If any lease is terminated before the end of the twelve-month period no new lease may be entered into until the original twelve- month period expires except when the termination of a lease is for good cause as determined at the sole discretion of the Board. No sub-leases are allowed, without Board approval.

**Information about Tenant.** The Owner is responsible for making sure that the Association is kept current on all phone numbers and e-mail addresses of the Tenants. The Owner is also responsible that the Tenant and his visitors abide by all the Association documents.

AMBERLEA OWNERS ASSOCIATION, INC.

By: _____
Hubert "Bart" Snider, President

Attest: Gary Dalton
GARY DALTON, Secretary

Witness Signature

Christopher Jones
Printed Name

_____
Witness Signature

Carolyn D Robinson
CAROLYN D ROBINSON

Printed Name

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 11th day of April 2017, by Hubert "Bart" Snider, as President and Gary Dalton as Secretary of Amberlea Owners Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced (type of identification) FLDL - FLDL as identification.

CAROLYN D. ROBINSON
Notary Public, State of Florida
Commission# FF 944235
My comm. expires Feb. 13, 2020

Notary Public
Printed Name Carolyn D. Robinson
State of Florida Sarasota County
My Commission Expires 02/13/20

ACTIVE: 9622505_1