

RECEIVED JUN - 2 2018



LAW OFFICES
BOONE, BOONE, BOONE & KODA, P.A.

P. O. BOX 1596
VENICE, FLORIDA 34284

ESTABLISHED 1956

E.G. (DAN) BOONE
JEFFERY A. BOONE
STEPHEN K. BOONE
JOHN S. KODA
JACKSON R. BOONE
STUART S. BOONE

JAMES T. COLLINS, LAND PLANNER
(NOT A MEMBER OF THE FLORIDA BAR)

STREET ADDRESS:
1001 AVENIDA DEL CIRCO 34285
TELEPHONE (941) 488-6716
FAX (941) 488-7079
e-mail: adm@boone-law.com

May 31, 2018

Argus Management of Venice
ATTN: Denise Majka
181 Center Road
Venice, FL 34285

RE: Auburn Hammocks Owners Association, Inc.

Dear Denise:

Enclosed please find the original recorded Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Auburn Hammocks. This Certificate of Amendment has been recorded in Official Records Instrument #2018069194 of the Public Records of Sarasota County, Florida.

If you have any questions regarding this matter, please do not hesitate to call me.

Kind regards.

Very truly yours,

A handwritten signature in blue ink, appearing to be "S. Boone", written over a horizontal line.

Stephen K. Boone

SKB/pw
enclosure

cc: George Romanowski, w/encl., via email

f:\client\16195\Argusltr
A89-16195

Record: #44^o



Prepared by and return to:
Stephen K. Boone, Esquire
BOONE, BOONE, BOONE & KODA, P.A.
P.O. Box 1596
Venice, FL 34285

**CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUBURN HAMMOCKS**

AUBURN HAMMOCKS OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, pursuant to ARTICLE IX, Section 9.1 of the Declaration, as approved by an affirmative vote of not less than sixty-six per cent (66%) of the total votes cast in person or by proxy at the Membership Meeting held on the 16th day of MAY, 2018, does hereby amend the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Auburn Hammocks as recorded in Instrument Number 2015006273 of the Public Records of Sarasota County, Florida (the "Declaration"), as follows:

1. ARTICLE III, Section 3.4 (g) shall be amended to read as follows:

~~(g) — all sidewalks and walks serving more than one lot, if any, or serving the recreation area;~~

(g) all driveways, sidewalks, walkways, and patios up to the front door and including any patio areas and rear patios of all Dwellings, or serving the recreation area;

2. ARTICLE IV, Section 6.2 shall be amended to read as follows:

6.2 Painting of Exterior of Dwellings, and Roof Cleaning and Driveway/Walkway Maintenance. The Association, subject to the provisions of Section 6.1 hereof, shall be responsible for the painting of the exterior of the dwelling, excluding roofs, screened porches and lanais, and shall be responsible for the cleaning of roofs, driveways, sidewalks, walkways and patios up to the front door and including any patio areas and rear patios of all Dwellings, or serving the recreation area. Such painting ~~and~~ or roof cleaning shall be performed at such times and by such persons as may be designated by the Board of Directors, and shall be paid for by special assessment as provided in Section 4.6. All persons with whom the Association contracts for roof cleaning services shall provide adequate insurance to protect the Association ~~from liability for and to pay costs for repair of any roof leaks which may result from cleaning of the roofs.~~ All other maintenance of the exterior of the dwellings not designated herein as the responsibility of the Association shall be the responsibility of the owner.

3. ARTICLE VII, Section 7.1 shall be amended to read as follows:

7.1 Residential Use. All of the property shall be known and described as residential property and no more than one single-family attached dwelling may be constructed on any lot. Attached single family dwellings will be located on the zero lot line between lots with the identical numerical designation; for example, an attached single family dwelling may be located on the zero lot line between lots 1A and 1B. No dwelling may be divided into more than one residential dwelling and no more than one family shall reside within any dwelling. Notwithstanding the foregoing, no villa shall be occupied by more than four (4) persons and no townhouse may be occupied by more than six (6) persons, in both instances excluding guests and occasional visitors.

4. ARTICLE VII, Section 7.10 shall be amended to read as follows:

7.10 Parking and Storage. No boats, trucks, commercial vans, tractors, service vehicles or other commercial vehicles shall be permitted to remain within the property other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to owners, or used by owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van, or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a lot, but no lot may have more than one such vehicle regularly parked in the driveway. All garage doors shall be kept closed except while a vehicle or other article is being placed in or removed from the garage. No overnight parking on the street without permission from the Board or its designee. Notwithstanding the foregoing, an owner of a villa may not have more than four (4) vehicles per villa and an owner of a townhouse may not have more than two (2) vehicles per townhouse. Furthermore, no vehicle may be parked on the grass. Any cars, pickup trucks or other vehicles in excess of the limits stated herein must be parked off premises. All cars, pickup trucks and other vehicles legally parked on premises according to this Section shall be parked either in the owner's garage or driveway.

5. A new ARTICLE IX, Section 9.2 (a) shall be added as follows:

(a) Fines. Notwithstanding the foregoing, the Board of Directors may vote to impose fines against an owner, which fine shall not exceed \$100.00 per violation per day, with a maximum total of \$1,000.00. Prior to the imposition of any fine, the owner (and tenant) shall be afforded an opportunity for a hearing after reasonable notice to the owner of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Owners Association. The owner 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 Owners Association. The hearing shall be before a committee ("Committee") of at least three (3) members appointed by the Board

of Directors, who are not directors, officers or employees of the Owners Association, or the spouse, parent, child, brother or sister of an officer, director or employee. At the hearing, the committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose the fine set by the Board through written notice to the owner. If the owner fails to attend the hearing as set by the Committee, the owner shall be deemed to have admitted the allegations contained in the notice to the owner or tenant. Any fine imposed by the Board of Directors shall be due and payable within fourteen (14) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Committee's decision at the hearing. Any fine levied against an owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. A fine shall not become a lien against a parcel, however, in any action to recover a fine, the prevailing party is entitled to collect reasonable attorney's fees and costs from the non-prevailing party. If any fine is levied against a tenant and is not paid within ten (10) days after same is due, the Association shall have the right to evict the tenant. Notwithstanding the foregoing, the requirements of this Paragraph restricting the amount and procedure for implementing fines do not apply to the imposition of fines upon any owner or tenant due to the failure of the owner or tenant to pay assessments or other charges when due.

All other provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Auburn Hammocks shall remain in full force as contained in the document recorded in Instrument Number 2015006273 of the Public Records of Sarasota County, Florida. This Amendment was approved by not less than sixty-six percent (66%) of the total votes cast in person or by proxy at the Membership Meeting held on the 16th day of MAY, 2018.


IN WITNESS WHEREOF, the undersigned as the Association's duly authorized officers caused this Certificate of Amendment to the Amended and Restated Declaration to be executed by and affixed its corporate seal as of this 16th day of MAY, 2018.

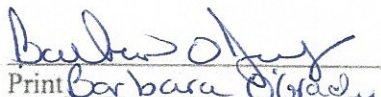
ATTEST:

AUBURN HAMMOCKS OWNERS
ASSOCIATION, INC.

By: 
George Romanowski, President

WITNESSES:


Print DENISE MAJKA

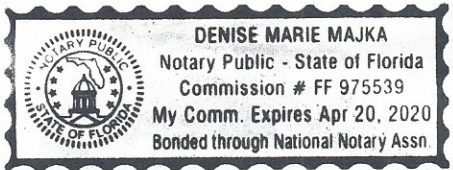

Print Barbara O'Grady

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared GEORGE ROMANOWSKI, as President, of AUBURN HAMMOCKS OWNERS ASSOCIATION, INC., and he acknowledges before me that he is such officer of said corporation; and he executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he is authorized to execute said Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and that the execution thereof is the free act and deed of said corporation. He is personally known to me or has produced his driver's license as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 16th day of

MAY, 2018.



Denise Marie Majka
Notary Public
Print DENISE MARIE MAJKA

(SEAL)

IN WITNESS WHEREOF, the undersigned as the Association's duly authorized officers caused this Certificate of Amendment to the Amended and Restated Declaration to be executed by and affixed its corporate seal as of this 16th day of MAY, 2018.

ATTEST:

AUBURN HAMMOCKS OWNERS
ASSOCIATION, INC.

By: Charles R. Dare.
Chuck Dare, Secretary

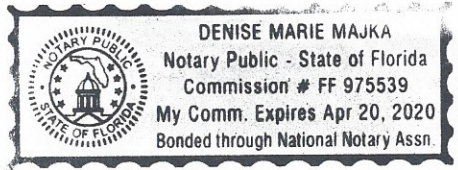
WITNESSES:
Denise Majka
Print DENISE MAJKA

Barbara O'Grady
Print Barbara O'Grady

**STATE OF FLORIDA
COUNTY OF SARASOTA**

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared CHUCK DARE, as Secretary, of AUBURN HAMMOCKS OWNERS ASSOCIATION, INC., and he acknowledges before me that he is such officer of said corporation; and he executed the foregoing Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that he is authorized to execute said Certificate of Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and that the execution thereof is the free act and deed of said corporation. He is personally known to me or has produced his driver's license as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, Florida this 16th day of MAY, 2018.



(SEAL)

Denise Marie Majka
Notary Public
Print DENISE MARIE MAJKA