

Prepared by and Return to:
Kevin T. Wells, Esquire
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, Florida 34236
(941) 366-9191 (Telephone)
(941) 366-9292 (Facsimile)

RECEIVED JUN 05 2016



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
AUBURN HAMMOCKS**

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions and Restrictions for **AUBURN HAMMOCKS** (which Declaration is originally recorded at Official Records Instrument #2004038104 of the Public Records of Sarasota County, Florida) were adopted at the special membership meeting of **AUBURN HAMMOCKS OWNERS ASSOCIATION, INC.** (herein the "Association") held on April 25, 2016, by not less than 66% of the total votes cast in person or by proxy at the duly-noticed membership meeting as required by Article 9.1 of the Declaration of Covenants. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

Dated this 3rd day of JUNE, 2016.

Signed, sealed and delivered in the presence of:

AUBURN HAMMOCKS OWNERS ASSOCIATION, INC.

Sign: [Signature]

By: [Signature]
George Romanowski, President

Print: Frances Martin

Sign: [Signature]

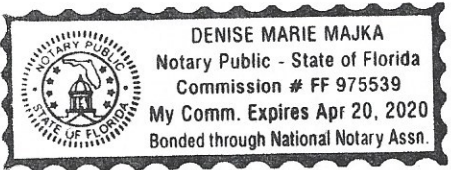
Print: Barbara O'Grady

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 3rd day of JUNE, 2016, by George Romanowski as President of Auburn Hammocks Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced NA as identification.

My Commission expires: 4/20/2020

NOTARY PUBLIC
Sign: [Signature]
Print: DENISE MARIE MAJKA
State of Florida at Large (Seal)



Signed, sealed and delivered in the presence of:

AUBURN HAMMOCKS OWNERS ASSOCIATION, INC.

Sign: _____

By: Charles R. Dare
Chuck Dare, Secretary

Print: _____

Sign _____

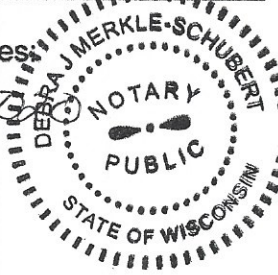
Print: _____

STATE OF Wisconsin
COUNTY OF Walworth

The foregoing instrument was acknowledged before me this 3rd day of June 2016, by Chuck Dare as Secretary of Auburn Hammocks Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced Driver License as identification.

My Commission expires: _____ NOTARY PUBLIC

4-10-2016



Sign: Debra J. Merkle-Schubert

Print: DEBRA J. MERKLE-SCHUBERT
State of Florida at Large (Seal)

Signed, sealed and delivered in the presence of:

AUBURN HAMMOCKS OWNERS ASSOCIATION, INC.

Sign: Marissa Ameli

By: Phil A. Angell Jr.
Phil Angell, Treasurer

Print: Marissa Lemelin

Sign: Cody Gibbs

Print: Cody Gibbs

STATE OF New Hampshire
COUNTY OF Grafton

The foregoing instrument was acknowledged before me this 3rd day of June, 2016, by Phil Angell as ^{Treasurer} ~~President~~ of Auburn Hammocks Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me or has produced Florida Drivers License as identification.

My Commission expires:

NOTARY PUBLIC

BETH A. MATTHEW
* NOTARY PUBLIC - NEW HAMPSHIRE *
My Commission Expires June 18, 2019

Sign: Beth A Matthew

Print: Beth A Matthew

State of Florida at New Hampshire

Large (Seal)
BETH A. MATTHEW
NOTARY PUBLIC - NEW HAMPSHIRE *
My Commission Expires June 18, 2019

Signed, sealed and delivered in the presence of:

AUBURN HAMMOCKS OWNERS ASSOCIATION, INC.

Sign: *Pamela Riocio*

By: *Maria Goodwin, Vice President*
Maria Goodwin, President
mas ↓
Vice

Print: Pamela Riocio

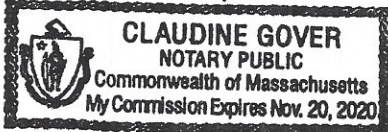
Sign: *Robert E. Cutler Jr.*

Print: Robert E. Cutler Jr.

STATE OF Massachusetts
COUNTY OF Norfolk

The foregoing instrument was acknowledged before me this 8th day of June, 2016, by Maria Goodwin as Vice President of Auburn Hammocks Owners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or has produced MA license as identification.

My Commission expires:



NOTARY PUBLIC

Sign: *Claudine Gover*

Print: Claudine Gover
State of Florida at Large (Seal)

AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUBURN HAMMOCKS

[Additions are indicated by underline; deletions by ~~strike-throughs~~]

3.4 Services. The Association may obtain and pay for the services of any person or entity to manager its affairs, or any thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper discharge of its duties as described in this Declaration, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration. The Association shall provide for maintenance of:

...

(k) the post and post light located on an Owner's lot;

...

6.1 Maintenance of Common Area, and Landscaping and Other Items. All of the common area, all lawns and landscaped areas, all personal property owned by the Association, and all of the other items specified in items (a) through ~~(k)~~ (j) of Section 3.4, shall be maintained by and at the expense of the Association, unless otherwise specifically set forth herein. It is the intent and purpose of this provision that all trees, grass, shrubs and plantings; all common and parking areas, roads and roadways within the property; all drainage easements, the pool, cabana and all other commonly used recreational areas; all of the irrigation systems within the property; and any commonly owned facilities shall be maintained exclusively by the Association, and not by any owner or owners individually, regardless of whether any of the same are within the boundaries of any lot, except as otherwise set forth herein. Notwithstanding the foregoing, as provided in Section 3.4, the following shall be the responsibility of the lot owner: (i) maintenance and replacement of annual plants on any lot, and (ii) landscaping installed on any lot by an owner with Board of Directors approval on the condition that the owner maintain same. In the event that the need for maintenance or repair is caused by the willful or negligent act of an owner, his tenants, family, guests or invitees, the cost of such maintenance or repairs shall be due and payable from the owner, and shall be secured by a lien against such owners' lot as provided in Section 6.5 The Association maintenance responsibilities shall extend to and include maintenance of all decorative identification sign(s) for Auburn Hammocks, indicating the name or location of and/or entrance to the property. This provision shall not limit the obligation of an owner to maintain the exterior of his dwelling, including roofs, patios, screened porches and lanais, except as specifically provided herein to the contrary with regard to exterior painting (excluding roofs) and roof cleaning.

6.3 Care and Appearance of Dwellings. Each dwelling shall be maintained in a structurally sound and neat attractive manner, including but not limited to the walls, roofs, gutters, downspouts, glass, screen areas, and mailboxes ~~and post lights~~, by and at the sole expense of the owner, except for the specific obligations of the Association under Section 6.2. Upon the owner's failure or refusal to timely and promptly do so, the Association, by and through its Board of Directors, may, at its option, after giving the owner thirty (30) days' written notice sent to his last known address, perform the needed maintenance, make repairs and/or improve the appearance of the dwelling in a reasonable and workmanlike manner, with funds of the Association, and with the prior approval of a majority of the Board of Directors. Within thirty (30) days or written demand, the owner of such dwelling shall reimburse the Association for any work above required, and to secure such reimbursement the Association shall have a lien upon the lot enforceable as provided in Section 6.5 below.

7.17 Standard Mailboxes, Post Lights and Identification Signs. All mailboxes, post lights and identification signs with lettering or house numbers must be constructed to specifications approved by the Board of Directors. Post lights are required on all lots, in location approved by the Architectural Review Committee. In order to provide uniform light post designs throughout the property, the Association may promulgate design standards and specifications to be used for all post lights and identification signs, which must be complied with to the extent not inconsistent with any requirements of the Architectural Review Committee. All posts and post lights shall be maintained, repaired and replaced by the Association as a common expense ~~the owner of the lot on which they are located.~~