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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

This instrument prepared by:  
Sharon S. Vander Wulp  
Attorney at Law  
712 Shamrock Blvd.  
Venice, FL 34293



CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
AUBURN WOODS

AUBURN WOODS OWNERS ASSOCIATION, INC., its address being c/o Argus Management of Venice, Inc., 181 Center Road, Venice, Florida 34285, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Covenants, Conditions, and Restrictions is recorded in Official Records Instrument #2002167638, of the Public Records of Sarasota County, Florida, and as amended. The following amendments to the Declaration of Covenants, Conditions and Restrictions were submitted to the entire membership of the Association at its meeting called and held on the 28<sup>th</sup> day of May, 2014, and approved by an affirmative vote of not less than 66% of the members of the Association who cast a vote, in person or by proxy, as required by the Declaration of Covenants, Conditions and Restrictions.

1. **Article 9, General Use Restrictions, Paragraph 9.39, Leasing, is hereby amended to read as follows:**

9.39 Leasing. Each Lot Owner shall comply with the following leasing restrictions. The term lease and rent shall be synonymous as used in this Article; lease shall also refer to rent. The following requirements shall bind Lot and Lot Owners regarding leasing with the exception of those Lot Owners who are currently leasing their unit. Those Lot Owners currently leasing their units may continue to comply with the leasing restrictions applicable prior to the adoption of this provision.

(a) A lease is defined for any period of occupancy where an occupant other than the Owner or the Owner's immediate family (mother, father, brother, sister, children and grandchildren) resides in the unit for periods in excess of thirty (30) days in any calendar year, regardless of whether there is a written lease agreement or any consideration exchanged.

(b) All new tenants shall appear in person, within seven (7) days of occupying the Lot, for a meeting with a Board member(s). The purpose of the meeting is to review the requirements set forth in the governing documents. The Association shall notify the tenant of the meeting date and time.

(c) In no event shall a dwelling be leased for a term of less than ninety (90) consecutive days.

(d) No transferee of a Lot acquired after July 1, 2014 is permitted to lease the Lot until the Owner has held record title to the Lot for at least twelve (12) consecutive months. The following circumstances constitute exceptions to the twelve (12) consecutive month leasing moratorium:

(1) Lot Owners, who purchased their Lot prior to July 1, 2014,  
and

(2) Heirs who acquire a Lot through inheritance are exempt from this twelve (12) consecutive month moratorium on leasing restriction.

(e) Entire Dwellings only may be rented.

(f) No Dwelling may be subdivided and partially rented.

(g) Dwelling occupancy shall only be by the lessee, his family and guests. No more than four (4) persons are permitted to occupy a leased Dwelling at any one time.

(h) Each occupant in a leased Dwelling shall register with the Association office and complete the required Association leasing forms.

(i) Pursuant to Florida law, no Lot Owner shall be permitted to lease a Dwelling unless all assessments, including but not limited to regular quarterly assessments or special assessments due and owing at the time of the lease, are paid in full.

(j) No Lot Owner shall lease his Dwelling in the event it is determined by the Board of Directors that the Lot is in violation of the requirements set forth in the governing documents.

(k) The Association may charge a fee in connection with each request for a lease of a Dwelling, but in no event shall such fee be in excess of \$200.00, or such other amount as set by law.

(l) In the event a Lot Owner holds title to two (2) Lots in this subdivision, then only one (1) Lot/Dwelling owned is permitted to be leased.

**2. Article 9, General Use Restrictions, is hereby amended by adding Paragraph 9.40, Limit on Number of Lots Owned, to read as follows:**

**9.40 Limit on Number of Lots Owned.** No person may hold record title ownership to more than two (2) Lots within the subdivision, except if these multiple Lots were purchased prior to July 1, 2014. Record title ownership shall be established by not only the title holder's individual name, but also by the title holder's interest in a corporation, partnership, trust or other legal entity.

Consequently, an officer, director, shareholder, partner, trustee or beneficiary of a legal entity or trust is also bound by this restriction in the same manner as though the lot is titled in an individual name.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 25<sup>th</sup> day of June, 2014.

AUBURN WOODS OWNERS ASSOCIATION, INC.

By: Victor J. Ciotti, Jr.  
Victor J. Ciotti, Jr., Secretary

By: Leslie Vilcone  
Leslie Vilcone, President

WITNESSES:  
[Signature]  
Printed Name: FRANCES MARTIN  
KATHAMBI JONES  
Printed Name: \_\_\_\_\_

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 Leslie Vilcone, as President and Victor J. Ciotti, Jr., as Secretary of Auburn Woods Owners Association, Inc., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's license as identification and did not take an oath.

WITNESS my hand and official seal at Sarasota County, this 25<sup>th</sup> day of June, 2014.

Barbara LO'Grady  
Printed Name of Notary:  
Barbara LO'Grady  
Notary Public Commission # \_\_\_\_\_

My Commission Expires:

