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THE LAW OFFICES OF
LOBECK & HANSON

PROFESSIONAL ASSOCIATION

CONDOMINIUM
COOPERATIVE AND
COMMUNITY
ASSOCIATIONS
CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
ESTATES AND TRUSTS

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** FLA. SUPREME COURT CERTIFIED MEDIATOR

April 16, 2020

Stoneybrook at Venice Community Association, Inc.
c/o Hope Root, CAM
Lighthouse Property Management
530 US Highway 41 Bypass South, #18-B
Venice, Florida 34285

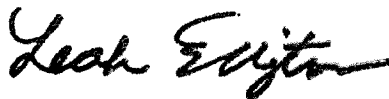
Re: Certificate of Amendment

Dear Hope:

Enclosed is a copy of the recorded Certificate of Amendment for the Declaration of Covenants, Conditions, And Restrictions which has been recorded at Official Records Instrument #2020048884 of the Public Records of Sarasota County, Florida. I will retain the original recorded Certificate of Amendment and Exhibits in the Association file unless directed otherwise.

If you or another Association representative have a question or comment concerning this or any other matter, please let me know.

Sincerely,



Leah E. Ellington

LEE/pft
Enclosure



Prepared by and Return to:
Leah E. Ellington, Esquire
Lobeck & Hanson, P.A.
2033 Main Street, Suite 403
Sarasota, Florida 34237
(941) 955-5622 (Telephone)
(941) 951-1469 (Facsimile)

CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR STONEYBROOK AT VENICE**

We hereby certify that the attached Amendment to the Declaration Of Covenants, Conditions, and Restrictions for Stoneybrook At Venice (which Declaration was originally recorded at Instrument # 2004147927 of the Public Records of Sarasota County, Florida) was approved and adopted at the Annual Membership Meeting of Stoneybrook At Venice Community Association, Inc., held on March 18, 2020, by the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the Members present and voting in person or by proxy, which is sufficient for adoption under Section 15.5 of the Declaration.

DATED this 1st day of April, 2020.

Signed, sealed and delivered
in the presence of:

sign: *L. Christina Eades*
print: L. Christina Eades

sign: *Jenifer Lynch*
print: Jenifer Lynch

Signed, sealed and delivered
in the presence of:

sign: *L. Christina Eades*
print: L. Christina Eades

sign: *Jenifer Lynch*
print: Jenifer Lynch

STONEYBROOK AT VENICE
COMMUNITY ASSOCIATION, INC.

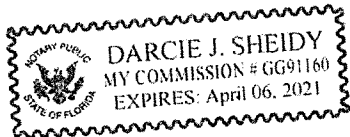
By: *Barbara Brennan*
Barbara Brennan, President

By: *Gary Compton*
Gary Compton, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1st day of April, 2020, by Barbara Brennan, President of Stoneybrook At Venice Community Association, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Darcie J. Sheidy

print

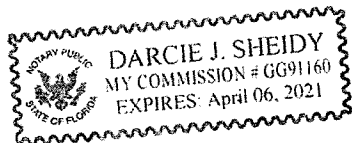
Darcie J. Sheidy

State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 1st day of April, 2020, by Gary Compton, Secretary of Stoneybrook At Venice Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign

Gary J. Compton

print

Darcie J. Sheidy

State of Florida at Large (Seal)

My Commission expires:

AMENDMENTS

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STONEYBROOK AT VENICE

[Additions are indicated by underline; Deletions are indicated by ~~strike-through~~.]

ARTICLE 6 GENERAL COVENANTS AND USE RESTRICTIONS

6.24 LEASES.

A. **Notice.** An Owner intending to lease his Living Unit must give the Association (or its designee) written notice of such intention at least thirty (30) days prior to the starting date of the proposed lease, together with the name and address of the proposed tenant, and other information about the tenant, or the lease, that the Association may reasonably require. Such thirty (30) day notification shall also apply for a renewal of a lease, and any reference to a lease in this Section 6.24 shall also include a renewal of a lease. Occupants shall be subject to the same review and approval process as tenants, and before any new occupant shall occupy any leased Unit the approval process described in this Section 6.24 shall be followed, including partway through an existing lease. For the purposes of this Section 6.24, "occupant" shall refer to an individual occupying a Unit for thirty (30) days or longer who is not paying any monetary consideration, and an individual occupying a Unit for less than thirty (30) days who is not paying any monetary consideration shall be considered a "guest."

...

F. **Approval by the Association.** In the event the Association requires that all proposed leases be approved by the Board or Association management, upon receipt of all information and fees required by the Board or Association management, the Board or Association management shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. If the lease is not approved or disapproved within such thirty (30) day period, it shall be presumed that the lease is approved by the Board or Association management. If the Board or Association management disapproves a proposed lease, the Owner shall receive a short statement indicating the reason for the disapproval, and the Owner shall not enter into the lease with the proposed tenant. The Association shall have no duty to provide an alternate tenant, nor shall it assume any responsibility for the denial of a lease application, provided the reason for the disapproval is one of the following:

1. The proposed tenant (which shall include all proposed occupants) has been convicted of murder, sexual battery, child molestation, rape, or their equivalent under federal or state laws in the last fifty (50) years or has been convicted of grand theft or its equivalent under

federal or state laws in the last fifteen (15) years, or is listed as an offender on the Dru Sjodin National Sex Offender Public Website or the Florida Department of Law Enforcement Sexual Offender Predator System, or any combination of the foregoing. This provision is included in order to help protect the safety of residents.

2. The application for approval on its face, or the conduct of the Owner or proposed tenant, indicates that the proposed tenant intends to violate the provisions of the Governing Documents.

3. The proposed tenant has a history of disruptive behavior or disregard for the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct in this Community as a tenant, Owner, or occupant of a Unit.

4. The proposed tenant has failed to timely provide the information, fees, or appearances required to process the application in a timely manner.

5. All assessments and other charges against the Unit have not been paid in full.

6. The proposed tenant makes a material misrepresentation during the application process.

7. The Owner proposing to lease a Unit has been found by the Board to be in violation of this Declaration or other governing documents and has failed to remedy the violation or otherwise enter into an arrangement with the Association for remedy of said violation.

...

6.25. WAITING PERIOD FOR LEASING. A Unit acquired after the effective date of this amendment shall not be leased for a period of twelve (12) months following the acquisition of the Unit (as is established by the date of recordation of a deed or other instrument of conveyance) unless an already existing lease is in force at the time of transfer, in which case the lease will be honored until its expiration and the twelve (12) months will then begin tolling. Notwithstanding the foregoing, the following are not subject to the requirement of waiting twelve (12) months to lease: 1) A Unit acquired by the Association by foreclosure of a lien for delinquent assessments or by a deed in lieu of such foreclosure; 2) A Unit acquired through inheritance; and 3) A Unit acquired by a trust of which the settlor is the immediate former Owner of the Unit and is a natural person or persons.

6.26.-5 SALES. The Board has the right to screen, approve, and disapprove potential purchasers, including all proposed occupants of the Unit, and may adopt rules regarding procedures for such screening. The Association will neither have a duty to provide an alternate purchaser nor assume any responsibility for the denial of a sale application if a denial is based upon the following or any other reasonable factor:

The proposed purchaser (which shall include all proposed occupants) has been convicted of murder, sexual battery, child molestation, rape, or their equivalent under federal or state laws in the last fifty (50) years or has been convicted of grand theft or its equivalent under federal or state laws in the last fifteen (15) years, or is listed as an offender on the Dru Sjodin National Sex Offender Public Website or the Florida Department of Law Enforcement Sexual Offender Predator System, or any combination of the foregoing. This provision is included in order to help protect the safety of residents.

The Association has the right to require a background check for the proposed purchaser and occupants and may charge a transfer fee, which fee shall not exceed any maximum prescribed by law.

Any time there is a new occupant or new proposed occupant of a Unit and the Association receives an alert that said occupant is listed as an offender on the Dru Sjodin National Sex Offender Public Website or the Florida Department of Law Enforcement Sexual Offender Predator System, the Association may deny such occupancy.

[subsequent subsections shall be renumbered accordingly]

ARTICLE 10 COVENANT FOR MAINTENANCE ASSESSMENTS

10.6 EFFECT OF NON-PAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION; THE LIEN; REMEDIES OF THE ASSOCIATION. If the assessments (or installments) provided for herein are not paid on the date (s) when due (being the date(s) specified herein or pursuant hereto), then such assessments (or installments) shall become delinquent and shall, together with late charges in an amount determined by the Board, up to the maximum allowed by law, and interest and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such property in the hands of the then Owner, his heirs, personal representatives, successors and assigns. ~~Except as provided in Section 10.7 to the contrary,~~ the personal obligation of Owner to pay such assessment shall pass to his successors in title and recourse may be had against either or both.

If any installment of an assessment is not paid within fifteen (15) days after the due date the next twelve (12) months' worth of installments may be accelerated and become immediately due and payable in full. If determined in the best interest of the Association, the Board may by written notice to the Owner decelerate amounts previously accelerated. Further, all overdue sums (regardless of whether they are accelerated or not) shall bear interest from the dates when due until paid at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, may record a Claim of Lien (as evidence of its lien rights as hereinabove provided for) against the Lot or Tract on which the assessments and interest are unpaid, may foreclose the lien against the Lot or Tract on which the assessments and interest are unpaid, or may pursue one or more of such remedies at the same time or successively, and attorneys' fees and costs actually incurred in preparing and filing the Claim of

Lien and the Complaint, if any, and prosecuting same, in such action shall be added to the amount of such assessments and interest secured by the lien, and in the event a judgment is obtained, such judgment shall include all such sums as above provided and attorneys' fees actually incurred, together with the costs of the action, through all applicable appellate levels.

In the case of an acceleration of the next twelve (12) months of installments, each installment so accelerated shall be deemed, initially, equal to the amount of the then most current delinquent installment, provided that if any such installment so accelerated would have been greater in amount by reason of a subsequent increase in the applicable budget, the Owner of the Lot or Tract whose installments were so accelerated shall continue to be liable for the balance due by reason of such increase and Special Assessments against such Lot or Tract shall be levied by the Association for such purpose.

If assessments are levied on a Tract in proportion to a number of Lots allocated thereto but which are not established per a plat or other instrument, then in the event of the non-payment of such assessments, the lien provided for in this Article shall attach to and be on all of said Tract.

In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to or an interest in a Lot or Tract as to which the assessment is delinquent, including, without limitation, persons acquiring title by operation of law and by judicial sales, shall not be entitled to the possession of such Lot or Tract or the enjoyment of the Common Areas until such time as all unpaid and delinquent assessments and other sums due and owing from the selling Owner have been fully paid; ~~provided, however, that the provisions of this sentence shall not be applicable to the mortgagees and purchasers contemplated by Section 10.7.~~

All assessments, interest, attorneys' fees and other sums provided for herein shall accrue to the benefit of the Association.

10.7 SUBORDINATION OF THE LIEN. The lien of the assessments provided for in this Article 10 shall be subordinate to real property tax and assessment liens (including those in favor of the CDD) and the lien of any first mortgage consistent with the requirements set forth in the Florida Statutes. Therefore, any first mortgage recorded on and after July 1, 2008, shall be subject to the limited liability for payment of delinquent assessments as set forth in Chapter 720.3085, Florida Statutes. ~~Provided, however, that any such mortgage lender, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgage lender or its affiliate acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure).~~ Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lot(s) as to which the foreclosure (or conveyance in lieu of foreclosure) took place.