

Prepared by and Return to:
Leah E. Ellington, Esquire
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RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2022099702 4 PG(S)
June 13, 2022 10:59:04 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

CERTIFICATE OF AMENDMENT



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

**BYLAWS
STONEYBROOK AT VENICE COMMUNITY ASSOCIATION, INC.**

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) and to the Bylaws of Stoneybrook At Venice Community Association, Inc. was approved and adopted at the Annual Membership Meeting of Stoneybrook At Venice Community Association, Inc., held on March 23, 2022, 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 and Article 11 of the Bylaws.

DATED this 9th day of June, 2022.

Signed, sealed and delivered
in the presence of:

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

sign: [Signature]
print: Katarzyna Nowakowski

STONEYBROOK AT VENICE
COMMUNITY ASSOCIATION, INC.

By:

[Signature]
Paul Webber, President

Signed, sealed and delivered
in the presence of:

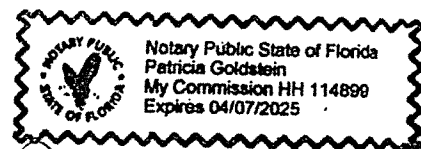
sign: L. Christina Eades
print: L. Christina Eades

sign: [Signature]
print: Katarzyna Nowakowski

By:

[Signature]
Gary Compton, Secretary

(Corporate Seal)



[Signature]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of June, 2022, by Paul Webber, President 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

Patricia Goldstein

print

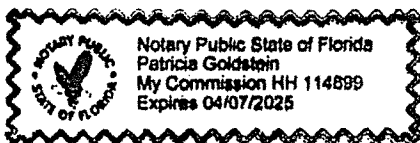
Patricia Goldstein

State of Florida at Large (Seal)

My Commission expires: 4/7/25

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 10th day of June, 2022, 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

Patricia Goldstein

print

Patricia Goldstein

State of Florida at Large (Seal)

My Commission expires: 4/7/25

AMENDMENT

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

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

ARTICLE 6 GENERAL COVENANTS AND USE RESTRICTIONS

6.16 SIGNS. No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows and on motor vehicles. The Board of Directors shall have the right to erect signs as the Association, in its discretion, deems appropriate. Notwithstanding the foregoing, the Association may, but shall not be obligated to, permit a member to display one (1) "For Sale" sign inside the one (1) window within a dwelling unit. If any sign is erected in violation of this provision, the Association shall have the right to enter the Lot on which the sign is located and remove it, as well as levy a fine in accordance with Section 11.4 of this Declaration ~~of one hundred dollars (\$100) per day for each day's violation~~ and suspend the violator's use privileges of the Community Common Areas as long as the notice and hearing requirements of Chapter 720 of the Florida Statutes are followed. Said action to enter one's Lot and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. The foregoing shall not apply to signs required by law.

ARTICLE 11 COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION

The Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Stoneybrook at Venice, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

11.4 FINES.

A. In addition to the means of enforcement provided elsewhere herein, the Association shall have the right to levy fines against a Unit, a Unit Owner, or his guests, relatives or lessees in the event of a violation of the provisions of this Declaration, the Articles of Incorporation, the Bylaws, or Rules and Regulations of the Association regarding the use of Units, Common Elements, or Association property. Each such violator and the Unit Owner shall be given written notice of the alleged violation and the opportunity for a hearing before the Hearing Committee with at least fourteen (14) days' notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an

opportunity to respond, to present evidence, and 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 Association. The amount of such fine shall not exceed Two Hundred Fifty One Hundred Dollars (\$250100.00) per violation occurrence which is Event-based, other than parking violations, and One Hundred Dollars (\$100.00) per violation which is Condition-based or a parking violation, and in the aggregate shall not exceed Two Thousand Five Hundred Dollars (\$2,500) for any type of violation, or the maximum permissible by law, and each recurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. "Condition-based" as used herein shall refer to violations that are clearly ongoing, such as high grass on a Lot. "Event-based" as used herein shall refer to violations that may not occur on an ongoing basis, such as a nuisance complaint. The Board has the authority to determine if a violation is Event-based or Condition-based if that not is immediately clear. Nothing herein shall be interpreted to negate the Association's duty under the law to provide notice and an opportunity to cure a violation before the Association takes enforcement action. The payment of fines shall be the ultimate responsibility of the Unit Owner, even when the violations for which fines have been imposed arise out of the conduct of family members, guests or tenants. Any action to collect a duly imposed fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

**AMENDED AND RESTATED
BYLAWS
OF
STONEBROOK AT VENICE COMMUNITY ASSOCIATION, INC.**

**ARTICLE 10.
FINING AND SUSPENSION**

The Association may impose fines and suspensions in the following manner:

10.5 AMOUNT OF FINE. A fine may not exceed the amount of Two Hundred Fifty One Hundred Dollars (\$250100.00) per violation, provided that a fine for a continuing violation may be in an amount up to Two Hundred Fifty One Hundred Dollars (\$250100.00) for each day, up to a maximum of Two Thousand Five Hundred Dollars (\$2,500.00). If permitted by law, a fine shall become a lien upon a Lot.

DANIEL J. LOBECK*
MARK A. HANSON*
MICHELLE A. ROWE
LEAH E. ELLINGTON*

THE LAW OFFICES OF
LOBECK & HANSON

EDWARD J. WILLNER

PROFESSIONAL ASSOCIATION

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June 21, 2022

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CONDOMINIUM
COOPERATIVE AND
HOMEOWNERS
ASSOCIATIONS

CIVIL LITIGATION
PERSONAL INJURY
FAMILY LAW
LAND USE LAW
TRUSTS AND ESTATES

* FLA. BOARD CERTIFIED SPECIALIST IN CONDOMINIUM
AND PLANNED DEVELOPMENT LAW

Stoneybrook at Venice Community Association, Inc.
c/o Christina Eades, CAM
Lighthouse Property Management
4134 Gulf of Mexico Drive, Suite 203
Longboat Key, Florida 34228

Transmitted by Email christina.eades@mgmt.tv and by Mail

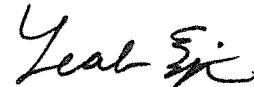
Re: Certificate of Amendment

Dear Christina

Enclosed is a copy of the recorded Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions, and the Bylaws which has been recorded at Official Records Instrument #2022099702 of the Public Records of Sarasota County, Florida. I will retain the original recorded Certificate of Amendment and attached exhibit 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/kk

Enclosure

cc: Paul Webber via Email at president@stoneybrookvenice.com