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CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS
AND ARCHITECTURAL STANDARDS
OF
THE MANGROVES SUBDIVISION

THE MANGROVES ASSOCIATION, INC., its address being 1229
Sea Plume Way, Sarasota, FL 34242, Sarasota County, by the hands
of the undersigned hereby certify that:

The Declaration of Restrictions of THE MANGROVES
SUBDIVISION is recorded in O.R. Book 1070, page 1670, et seq., as
amended and restated, of the Public Records of Sarasota County,
Florida. The following amendments to the Declaration of Restric-
tions were submitted to the entire membership of the Association at
the annual members' meeting called and held on the 26th day of
April, 2000, and approved by affirmative vote of not less than
2/3rds of the owners of lots in THE MANGROVES SUBDIVISION, as is
shown by the signature lists attached to this Certificate and
incorporated herein.

1. The Restated and Amended Declaration as recorded in
Official Records Book 2211, Page 276, et seq., is hereby affirmed
subject to the changes contained in these amendments.

2. Article 4, Membership and Voting Rights in the
Association, is hereby amended to read as follows:

4. MEMBERSHIP AND VOTING RIGHTS IN THE
ASSOCIATION.

In order to establish, protect and preserve
the quality of "THE MANGROVES," all persons
entering into contracts for the purchase of a
Homesite shall, as part of the consummation of
a purchase, make application to and be ac-
cepted as a Member of the Association and
thereafter maintain said membership in good
standing.

a. Membership. Membership in the Asso-
ciation shall be available only to qualified
and acceptable applicants. However, decisions
concerning membership shall not be based in
whole or in part upon age, race, color, creed,
religion or national origin.

b. Good Standing Requirement. It is a
further condition of the estate conveyed to
each owner, that no Homesite nor any part
thereof shall be sold, conveyed, leased,
rented, given or in any manner transferred to
anyone other than a Member in good standing of

the Association. Accordingly any deed, lease or other conveyance of any interest in a Homesite, directly or indirectly (other than by Will or judicial proceedings) in violation of this covenant shall be voidable by the Association.

c. Appurtenant to Lot. Membership shall be appurtenant to and may not be separated from ownership of any Homesite which is subject to assessment.

d. Comply with Restrictions. All Property Owners and Members at THE MANGROVES shall abide by the Covenants and Restrictions, the Articles of Incorporation, the Bylaws, the Architectural and Landscaping Standards and the Rules and Regulations now existing and as each may be amended from time to time by the Association.

~~Membership in the Association shall be available only to qualified and acceptable applicants. However, decisions concerning membership shall not be based in whole or in part upon race, color, creed, religion or national origin.~~

e. Secured Lenders. Secured lenders or others who become titled Owners of Homesites or other Property located within THE MANGROVES shall not become Members of the Association upon the taking of title to such Property. However, such persons entities shall be responsible for maintenance of the Homesite, adherence to the Covenants and Restrictions, adherence to the Architectural and Landscaping Standards and responsible for any annual or special assessments levied by the Association against the Homesite after their acquisition of a Homesite.

f. Application for Membership. Applicants may become members upon the written acceptance of an applicant's written application by the Board of Directors of the Association. The application for membership shall be on such form as the Board of Directors from time to time may determine. A sample of the application for membership currently in effect as of the time of the adoption of this Declaration is attached as Exhibit "A" and shall remain in full force as the Association application until such time as it is modified by the Board of Directors.

g. Interview. After receipt of the applicant's written application, the Board of Directors may request an interview with the prospective purchaser. The interview shall occur prior to transfer of the property to the prospective purchasers. The interview shall be in person whenever possible.

h. Transfer Fee. ~~The Association may charge a fee in connection with each request for acceptance as a Member, but in no event shall such fee be in excess of \$100.00.~~

i. Provide Copy of Deed. Following acquisition of a Homesite, the Owner shall file a copy of the recorded Deed to the Homesite with the Association.

3. Article 8(g), Pets, is hereby amended to read as follows:

(g) Pets. No animals, livestock or poultry shall be kept or maintained on any part of the Property except dogs, cats, birds or other household pets which may be kept thereon in reasonable numbers as pets for the pleasure but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the Owner's premises and must not become a nuisance to other residents by barking or other acts. All pet waste must be promptly removed by their owners whether it be on their lot, another owner's lot or the roadway.

4. Article 8(j), Vehicles, is hereby amended to read as follows:

(j) Vehicles. No commercial vehicles, commercial trucks, trailers, campers, motorcycles, go-karts, motorscooters, motorbikes, golf carts or habitable motor vehicles of any nature shall be allowed to park on any part of the Property except to the extent that commercial trucks or commercial vehicles are making daytime deliveries or otherwise performing work or services for a Homesite Owner. Recreational vehicles will be allowed to visit Members so long as no visit exceeds a period of 14 days.

5. Article 8(l), Homesite Maintenance, is hereby amended to read as follows:

(l) Homesite Maintenance. Each Homesite Owner shall maintain his dwelling in good condition and repair and in a neat and attractive manner.

a. All painted areas shall be regularly and neatly painted. The color tones of all structures shall consist of natural hues which blend with the landscape. All other color tones are strictly prohibited.

b. All roofs shall be kept clean and free of mildew, chalking and staining. No excessive rusted spots, peeling of paint or discoloration shall be permitted. Each Homesite Owner shall perform promptly all maintenance and repairs and shall be liable for any damages arising out of the failure to perform such maintenance and repairs.

c. All dead pine trees shall be removed by the Homesite owner where the dead pine is located at the earliest possible time, but in no event later than seven days from written notice from the Board. If an Owner fails to comply with such written notice, the Board may, in its sole discretion, have the dead pine removed at the Homesite Owner's expense. All dead foliage is to be removed and replaced with live foliage. All Homesites shall be maintained in pristine condition conducive with the natural environment.

d. No excessive weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Property and no refuse pile or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon for a period of longer than 48 hours, including any vacant Homesites.

e. The Association may, after written notice to the Homesite Owner, cause the cleanup and maintenance of Homesites in violation of this section at the expense of the homeowner and shall have lien rights against the Homesite for all costs and expenses associated with such clean up. If a dwelling unit is damaged through an act of God or other casualty, it is the Homesite Owner's responsibility to repair and rebuild the damaged dwelling.

6. Article 8(w), Landscaping, is hereby amended to read as follows:

(w) Landscaping. Each Homesite Owner shall maintain the foliage and jungle-like appearance of his Homesite. To facilitate this appearance, no grass or grass-like planting shall be visible from the roadway at any homesite in The Mangroves. To the extent fill must be added to a Homesite for the purposes of construction, the Owner shall transplant or plant jungle-like plants on the surface of the filled area. Owners of Lots 1-10 shall maintain a 20-foot buffer of vegetation along those extremities of each Lot which form the outer boundaries of The Mangroves Subdivision. No dredging, filling or shoreline excavation shall be undertaken or carried out without first submitting the plans therefor and obtaining the written approval of the ARB.

7. Article 8(x), Communication System, is hereby amended to read as follows:

(x) Communication System. There shall not be permitted or maintained any type of radio or communication system antenna ~~or satellite disc~~ on any exterior portion of a dwelling house. No radio or communications system, ~~or antenna or satellite dish~~ shall be maintained inside a dwelling house if it emanates or creates radio or television reception interference with any neighboring houses, ~~unless the proposed antenna or satellite disc shall be is less than 36" in diameter and shall is not be visible to other Homesite Owners and has been shall be approved by the ARB.~~

8. Article 8, Architectural and Landscaping Standards, by adding Paragraph (y), Trees, is hereby amended to read as follows:

(y) TREES.

a. Overview (General Principles)

The ultimate goal is to encourage or at least allow the removal of Australian pines

without any net loss in canopy, by replacing them with more desirable native trees.

Any tree removal will reduce canopy temporarily, but by limiting the number of trees that can be removed at any one time and requiring the planting of new trees when trees are removed, it should be possible to restore lost canopy in a reasonably short time.

Restoration of the original live oak-red cedar hammock is the primary goal, but the planting of other, non-native trees may be permitted upon written request to the Board of Directors, where people desire color or fruit.

The removal of all trees shall be at the discretion of the Board of Directors, except as to Paragraph (b)(4) of this restriction.

b. Tree Removal.

1. Tree Topping. Topping of Australian pines shall be allowed, but no Australian pines may be topped any lower than 35 feet, and cuts must be properly made, diagonally, just above a lateral branch. These restrictions will help maintain the trees in reasonably healthy and safe condition following their topping.

2. Board Approval to Remove Tree(s). Prior to trees being removed, the Association shall be notified in writing of such request for removal. The Board of Directors, upon receipt of the written request to remove tree(s), shall approve or disapprove the tree removal, in its discretion on a case-by-case basis. If the work is exempt from Association approval, as set forth in Paragraph 4 of this restriction, then the written request need only specify the number, species, size, and distance from the dwelling of trees to be removed.

If the proposed tree removal requires approval of the Association, a drawing shall be submitted showing the buildings and property lines and the trees to be removed, and noting for each such tree its species and size. In addition, a replanting plan as described below shall be submitted for all non-exempt trees to be removed.

3. Tree Replacement. One tree must be planted for every two Australian pines removed, and a tree planted for every other tree removed on a one-for-one basis, except that no replacement trees are required for exempt trees as noted in Paragraph 4 of this restriction.

Permitted replacement trees include Live Oak, Red Cedar, Gumbo Limbo, Mahogany tree, and the Cabbage Palm. Red Cedars are somewhat brittle and may drop branches, so they should not be planted too close to buildings. Cabbage Palms shall not receive as much credit as other trees for replacement purposes; three Cabbage Palms shall be counted as a single tree. Other trees may also be planted upon submission of a written request to the Board, which trees shall be approved at

the discretion of the Board of Directors on a case-by-case basis. Trees planted shall be at least 3 inches in trunk diameter two feet above the ground.

Please note that proper care of these young trees is essential to maximize their growth, so that the canopy will be restored as quickly as possible.

4. Exempt Tree Removal from Association Approval. Australian pines less than 4 inches in trunk diameter two feet above the ground are exempt from these removal restrictions. Australian pines of any size are also exempt from the removal restrictions if the main trunk is located less than 20 feet from any dwelling. All other trees are exempt only if they are less than 3 inches in trunk diameter. Pursuant to Paragraph 2 of this restriction, the Association shall be notified in writing of tree removals prior to the removal process.

5. Time Frames for Removal. Removal of Australian pines, other than as provided for in Paragraph 4 of these restrictions, is limited to no more than five trees in a two-year period. Removal of other trees shall be at the discretion of the Board of Directors, on a case-by-case basis.

6. Board Discretion. The Association may, in its discretion, make an exception to any of the above provisions on a case-by-case basis. Thus, a person who wishes to remove more than five Australian pines at one time may be permitted to do so, for example, if he or she can show that the loss of canopy will not be too great and that the hole created will be filled in a reasonable time.

c. Approved Plant List

Native Plants For Landscape Restoration:

1. Broadleaf Evergreen Trees

<u>Examples:</u>	<u>Live Oak</u>	<u>Quercus Virginiana</u>
	<u>Gumbo Limbo</u>	<u>Bursera Simaruba</u>
	<u>Cedar</u>	<u>Juniperus Silicoa</u>
	<u>Mahogany</u>	<u>Swietenai Mahogoni</u>

2. Shrubs:

<u>Examples:</u>	<u>Marlberry</u>	<u>Ardisia Escalloniodes</u>
	<u>Firebush</u>	<u>Hamelia Patens</u>
	<u>Beautybush</u>	<u>Callicarpa Americana</u>
	<u>Palmetto</u>	<u>Serenoa Repens</u>
	<u>Wild Coffee</u>	<u>Psychtria Nervosa</u>
	<u>Seagrape</u>	<u>Coccoloba Uvifera</u>
	<u>Wax Myrtle</u>	<u>Myrica Cerifera</u>

3. Groundcovers:

<u>Examples:</u>	<u>Sword Fern</u>	<u>Nephorlepis Exaltata</u>
	<u>Railroad Vine</u>	<u>Ipomea Pes-Caprae</u>
	<u>Coontie</u>	<u>Zamia Floridaana</u>
	<u>Spider Lily</u>	<u>Hymenocallis Latifolia</u>

4. Non-Native Ornamental Plantings:

Crinum Asiaticum
Sanseveria Species
Various Bromeliads (both terrestrial and
epiphytic applications)
Various Ferns
Climbing Vines - e.g., Pothos

9. Article 8, by adding Paragraph (z), Vehicle Parking, is hereby amended to read as follows:

(z) Vehicle Parking. No Homesite Owner, occupant or guest shall continually utilize the roadway for vehicle parking. Occasional vehicle parking on the roadway is permitted.

10. Article 14, Amendment, is hereby amended to read as follows:

14. AMENDMENT. These Covenants, Restrictions and Architectural Standards may be amended at any time and from time to time upon the vote, at a properly called members' meeting, of the execution and recordation of an instrument executed by Owners owning not less than 2/3rds of the Homesites located in THE MANGROVES.

(a) A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least ten percent (10%) of the members of the Association.

(b) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

(c) Members not present in person or by proxy at the members' meetings considering the amendment may express their approval in writing, by proxy, providing such approval is delivered to the Secretary at or prior to the meeting. Each amendment shall be approved by not less than 2/3rds of the votes of the entire membership of the Association in order to become effective.

(d) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.