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2001

2001 APR 24 02:13 PM  
KAREN E. RUSHING  
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SARASOTA COUNTY, FLORIDA  
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CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
LAKESIDE WOODS

JACK HIGGINS  
1275 LAKESIDE WOODS DRIVE  
VENICE, FL 34292

RETURN TO:

LAKESIDE WOODS ASSOCIATION, INC, its address being 1200 Lakeside Woods Drive, Venice, Sarasota County, Florida 34292, by the hands of the undersigned hereby certify that

The Declaration of Covenants and Restrictions of LAKESIDE WOODS is recorded in O R Book 2563 page 1792, et seq, and amended in O R Book 2948, page 1295, et seq, and in Instrument No 2000158752 et seq of the Public Records of Sarasota County, Florida and as amended The following amendments to the Declaration of Covenants and Restrictions were submitted to the entire membership of the Association in person or by Certified Mail on the 3rd and 4th day of April 2001 These amendments were approved by an affirmative vote of not less than two-thirds (2/3) of the total membership, as required by the Declaration of Covenants and Restrictions

1 Article 3 07 01, COMMON AREAS, DUTIES AND OBLIGATIONS OF THE ASSOCIATION, Insurance, Hazard Insurance is hereby amended to read as follows

3 07 Insurance The ASSOCIATION shall purchase insurance as a COMMON EXPENSE, as follows

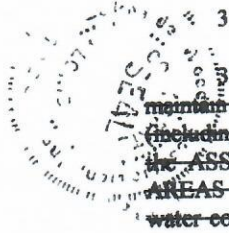
3 07 01 Hazard Insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all COMMON AREAS and property owned by the ASSOCIATION, if commercially feasible excluding land, foundations, excavations, and other items normally excluded from insurance coverage The ASSOCIATION shall not use hazard insurance proceeds for any purpose other than the repair, replacement or reconstruction of any damaged or destroyed property without the approval of at least two-thirds (2/3) of the votes of the OWNERS Any The hazard insurance purchased by the ASSOCIATION shall not include any UNIT, or any improvement constructed upon a LOT by any OWNER It is each LOT owner(s) responsibility (by purchase of insurance or other means) to insure that in the event any improvement on his/her/their LOT is damaged or destroyed due to fire, flood, wind or other casualty, the damaged improvement will be restored, repaired or rebuilt to the condition the improvement was in immediately prior to such damage or destruction At the discretion of the LOT owner(s), landscape bushes, plants and trees may be replaced with nursery-size stock rather than with bushes, plants and trees of the size immediately prior to such damage or destruction.

2 Article 3 10 02, Maintenance of Property by the ASSOCIATION, Landscaping is hereby amended to read as follows

3 10 Maintenance of Property by the ASSOCIATION

3 10 02 Landscaping In addition to the COMMON AREAS, the ASSOCIATION shall ~~maintain the grass areas of all of the LOTS, including the mowing, edging, trimming, fertilizing (including foundation plants and trees), and insect and disease control In connection therewith, the ASSOCIATION shall also maintain the sprinkler systems for all LOTS and COMMON AREAS The ASSOCIATION shall be responsible for the COMMON AREAS metered sprinkler water costs, and the OWNERS shall be responsible for the metered sprinkler water cost of their LOTS The ASSOCIATION shall be responsible for the maintenance of any landscaping upon any LOT except for flower beds and fruit trees which will be the responsibility of the OWNER If any LOT contains landscaping which is substantially more extensive than the landscaping on other LOTS, the ASSOCIATION may charge the applicable OWNER an extra fee reasonably related to the extra cost of maintaining such landscaping~~

3 10 02 01 Common Areas The ASSOCIATION shall maintain the grass areas of all the COMMON AREAS including but not limited to mowing, trimming, fertilizing, and insect and



disease control. The ASSOCIATION shall maintain all bushes, shrubs, flowers, hedges and trees of all COMMON AREAS, including but not limited to trimming, fertilizing, and insect and disease control. In connection therewith, the ASSOCIATION shall also maintain the sprinkler systems on the COMMON AREAS and be responsible for the metered sprinkler water costs thereof.

3 10 02 02 Unit Owner Lots. The ASSOCIATION shall be responsible for the mowing, trimming, fertilizing, mulching, and insect and disease control of all the grass areas of all LOTS. The ASSOCIATION shall also be responsible for the trimming, fertilizing, mulching, and insect and disease control of all bushes, shrubs, hedges, foundation plants and trees except flower beds and fruit trees which are the responsibility of the LOT owner(s). The ASSOCIATION shall be responsible for keeping the sprinkler systems for all LOTS in good operating condition. This shall include but not be limited to the repair, upkeep and replacement of the underground water pipes, control valves, the master control unit, sprinkler heads, relocation of sprinkler heads and the like required to maintain good water coverage. The LOT owner(s) is/are responsible for the metered sprinkler water cost on his/her/their LOT.

3 Article 5 10, USE RESTRICTIONS, Landscaping is amended to read as follows

5 USE RESTRICTIONS

~~5 10 Landscaping. The ASSOCIATION shall be required to maintain existing landscaping on each LOT, except for flower beds and fruit trees (the latter not to be planted in front yards), and on any contiguous property between each LOT and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping plans approved by the ASSOCIATION. All such landscaping shall be maintained as reasonably required, mowing, watering, trimming, fertilizing, and weed, insect and disease control shall be performed. All landscaped areas shall be primarily sodded with grass, and shall not be paved or covered with gravel or any artificial surface. All dead or diseased sod, plants, shrubs, or flowers shall be promptly replaced, and excessive weeds, underbrush or unsightly growth shall be promptly removed. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior of any LOT. No OWNER shall install or maintain any landscaping, except for flower beds and fruit trees, on any portion of his LOT to be maintained by the ASSOCIATION pursuant to Paragraph 3 10 of this DECLARATION, without the prior written consent of the BOARD.~~

5 10 Landscaping. On each LOT the ASSOCIATION shall be responsible for mowing, watering, fertilizing, mulching, and insect and disease control of all grass areas, and trimming, fertilizing, mulching, and insect and disease control of all bushes, shrubs, hedges, foundation plants and trees, except for flower beds and fruit trees (the latter not to be planted in front yards), and on any contiguous property between each LOT and the pavement edge of any abutting road or the waterline of any abutting lake or canal, all in accordance with landscaping plans approved by the ASSOCIATION. All landscaped areas shall be primarily sodded with grass, and shall not be paved or covered with gravel or any artificial surface.

On each LOT ASSOCIATION shall promptly remove and replace all dead or diseased sod, bushes, shrubs, hedges and foundation plants. At the sole discretion of the ASSOCIATION, the replacement in grass areas may be with sod or plugs, and the replacement of bushes, shrubs, hedges, and foundation plants may be with nursery-size stock (consistent in size with that originally planted during construction) rather than with bushes, shrubs, hedges and foundation plants of the size as those removed.

Trees on LOTS are included in the ASSOCIATION'S responsibility for trimming, fertilizing, mulching, and insect and disease control. However, the removal and replacement of trees for any reason on LOTS and all costs associated therewith are the responsibility of the LOT owner(s). At the sole discretion of the LOT owner(s), the replacement tree may be of nursery stock-size or larger. These above actions are subject to Article 5 23 01 of this DECLARATION.

The ASSOCIATION shall promptly remove all excessive weeds, underbrush or unsightly growth



No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior of any LOT. No OWNER shall install or maintain any landscaping on any portion of the LOT maintained by the ASSOCIATION pursuant to Article 3 10 of this DECLARATION, without the prior written consent of the Board of Directors. Notwithstanding the foregoing, an OWNER may plant flower beds and fruit trees. No fruit trees are permitted closer to the front lot line than the rear of the home situated upon the LOT. OWNER(S) are solely responsible for the maintenance, repair and replacement of all flower beds and fruit trees planted pursuant to this section, all of which shall be maintained in a neat, attractive and first-class appearance.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 24th day of April, 2001

ATTEST

LAKESIDE WOODS ASSOCIATION, INC

By John Higgins  
Secretary

By Grace Grote Vice President  
President  
for  
Vera Nash, President

WITNESSES

Bonnie L Navarre  
Bonnie L NAVARRE

A Ann Cobb  
A ANN COBB



STATE OF FLORIDA  
COUNTY OF SARASOTA

I HEREBY CERTIFY, that on this day before me, a Notary Public in the State of Florida at large, personally appeared Grace Grote VP as President and John Higgins, as Secretary, of LAKESIDE WOODS 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 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 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 licenses as identification and did not take an oath

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 24th day of April 2001

Bonnie L NAVARRE  
Printed Name of Notary

Bonnie L Navarre  
Notary Public

My Commission Expires 5/4/01



Bonnie L. Navarre  
MY COMMISSION # CB844202 EXPIRES  
May 4, 2001  
BONDED THRU TROY FAIR INSURANCE, INC