



2008

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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
3 M TAYLOR Receipt # 2008037072

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
OF
LAKESIDE WOODS



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. and in Instrument No. 2001055585 and in Instrument No. 2004032609 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 on the 4th day of December 2007. This amendment was approved at its meeting on the 5th day of February 2008 by an affirmative vote of not less than two-thirds (2/3rds) of the total membership, as required by the Declaration of Covenants and Restrictions.

7. DEFAULT.

7.01 Monetary Defaults and Collection of Assessments.

7.01.01 Late Fees and Interest. If any ASSESSMENT is not paid within ten (10) days after the due date, the ASSOCIATION shall have the right to charge the defaulting OWNER a late fee of ~~ten (10%)~~ five (5%) percent of the amount of the ASSESSMENT, or ~~TEN (\$10.00)~~ TWENTY-FIVE (\$25.00) Dollars, whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular ASSESSMENT, then the ASSESSMENT shall be due ten (10) days after written demand by the ASSOCIATION.

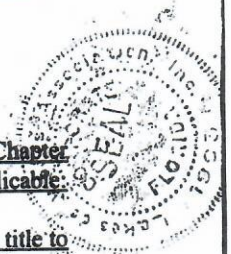
7.01.02 Acceleration of ASSESSMENTS. If any OWNER is in default in the payment of any ASSESSMENT owed to the ASSOCIATION for more than ~~thirty (30)~~ forty-five (45) days after written demand by the ASSOCIATION, the ASSOCIATION upon written notice to the defaulting OWNER shall have the right to accelerate and require such defaulting OWNER to pay to the ASSOCIATION ASSESSMENTS for COMMON EXPENSES for the next twelve (12) month period, based upon the then existing amount and frequency of ASSESSMENTS for COMMON EXPENSES. In the event of such acceleration, the defaulting OWNER shall continue to be liable for any increases in the regular ASSESSMENTS for COMMON EXPENSES, for all special ASSESSMENTS for COMMON EXPENSES, and/or for all other ASSESSMENTS payable to the ASSOCIATION.

7.01.03 Lien for ASSESSMENTS. The ASSOCIATION has a lien on each LOT for unpaid ASSESSMENTS owed to the ASSOCIATION by the OWNER of such LOT, and for late fees and interest, and for reasonable attorneys' fees incurred by the ASSOCIATION incident to the collection of the ASSESSMENT or enforcement of the lien, and all sums advanced and paid by the ASSOCIATION for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the ASSOCIATION's lien. The lien is effective from and after recording a claim of lien in the public records in the county in which the LOT is located, stating the description of the LOT, the name of the record OWNER, and the amount due as of the recording of the claim of lien. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all ASSESSMENTS or other moneys owed to the ASSOCIATION by the OWNER until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the ASSOCIATION. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the

LAKESIDE WOODS
1277 Lakeside Woods Dr.
Venice, FL 34285



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1 lien. The provisions of this paragraph are subject to the provisions of Florida Statutes Chapter
2 720, Section 720.3085 which have been incorporated into the following paragraphs as applicable:

3
4 7.01.03.01 A UNIT OWNER, regardless of how his or her title to
5 property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of
6 foreclosure, is liable for all assessments that come due while he or she is the UNIT OWNER.
7 The UNIT OWNER'S liability for assessments may not be avoided by waiver or suspension of
8 the use or enjoyment of any common area or by abandonment of the UNIT upon which the
9 assessments are made.

10
11 7.01.03.02 A UNIT OWNER is jointly and severally liable with
12 the previous UNIT OWNER for all unpaid assessments that came due up to the time of transfer
13 of title. This liability is without prejudice to any right the present UNIT OWNER may have to
14 recover any amounts paid by the present UNIT OWNER from the previous UNIT OWNER.

15
16 7.01.03.03 Assessments and installments on assessment that are
17 not paid when due bear interest from the due date until paid at the rate of EIGHTEEN (18)
18 PERCENT per year.

19
20 7.01.03.04 The ASSOCIATION must not file a claim of lien
21 against a UNIT for unpaid assessments unless a written notice or demand for past due
22 assessments as well as any other amounts owed to the ASSOCIATION pursuant to its governing
23 documents has been made by the ASSOCIATION. This written notice or demand must:

24
25 → 7.01.03.04.01 Provide the UNIT OWNER with 45 days to
26 make payment for all amounts due, including, but not limited to, any attorney's fees and actual
27 costs associated with the preparation and delivery of the written demand.

28
29 7.01.03.04.02 Be sent by registered or certified mail, return
30 receipt requested, and by first-class United States mail to the UNIT OWNER at his or her last
31 address as reflected in the records of the ASSOCIATION, if the address is within the United
32 States, and to the UNIT OWNER subject to the demand at the address of the UNIT if the UNIT
33 OWNER'S address as reflected in the records of the ASSOCIATION is not the UNIT address. If
34 the address reflected in the records is outside the United States, then sending the notice to that
35 address and to the UNIT address by first-class United States mail is sufficient.

36
37 7.01.04 Collection and Foreclosure. The ASSOCIATION may
38 bring an action in its name to foreclose a lien for unpaid ASSESSMENTS secured by a lien in
39 the same manner a mortgage of real property is foreclosed and may also bring an action to
40 recover a money judgment for the unpaid ASSESSMENTS without waiving any claim of lien.
41 ~~and the applicable OWNER shall be liable to the ASSOCIATION for all costs and expenses~~
42 ~~incurred by the ASSOCIATION in connection with the collection of any unpaid~~
43 ~~ASSESSMENTS, and in filing, enforcement, and/or foreclosure of the ASSOCIATION'S lien;~~
44 ~~including reasonable attorneys' fees, and all sums paid by the ASSOCIATION for taxes and on~~
45 ~~account of any other mortgage, lien, or encumbrance in order to preserve and protect the~~
46 ~~ASSOCIATION'S lien. Such action may not be brought until 45 days after the UNIT OWNER~~
47 ~~has been provided notice of the ASSOCIATION'S intent to foreclose and collect the unpaid~~
48 ~~amount. The BOARD is authorized to settle and compromise the ASSOCIATION'S lien if the~~
49 ~~BOARD deems a settlement or compromise to be in the best interest of the ASSOCIATION.~~

50
51 7.01.04.01 The ASSOCIATION may recover any reasonable
52 attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment
53 for unpaid ASSESSMENTS.

54
55 7.01.04.02 The ASSOCIATION may purchase the UNIT at the
56 foreclosure sale and hold, lease, mortgage, or convey the UNIT.

57

1 7.01.04.03 The BOARD is authorized to settle and compromise
2 the ASSOCIATION'S lien if the BOARD deems a settlement or compromise to be in the best
3 interest of the ASSOCIATION.

4
5 7.01.04.04 The applicable OWNER shall be liable to the
6 ASSOCIATION for all costs and expenses incurred by the ASSOCIATION in connection with
7 the collection of any unpaid ASSESSMENTS, and in filing, enforcement, and/or foreclosure of
8 the ASSOCIATION'S lien, including reasonable attorneys' fees, and all sums paid by the
9 ASSOCIATION for taxes and on account of any other mortgage, lien, or encumbrance in order to
10 preserve and protect the ASSOCIATION'S lien.

11
12 7.01.05 If after the service of a summons on a complaint to foreclose a
13 lien the UNIT is not the subject of a mortgage foreclosure or notice of tax certificate sale, or the
14 UNIT OWNER is not a debtor in bankruptcy proceedings, the UNIT OWNER may serve and file
15 with the court a qualifying offer at any time before the entry of a foreclosure judgment. For
16 purpose of this subsection, the term "qualifying offer" means a written offer to pay all amount
17 secured by the lien of the ASSOCIATION plus interest accruing during the pendency of the offer
18 at the rate of interest provided in this section. The UNIT OWNER may make only one
19 qualifying offer during the pendency of a foreclosure action.

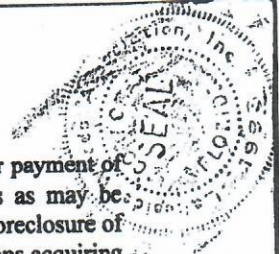
20
21 7.01.05.01 The UNIT OWNER shall deliver a copy of the filed
22 qualifying offer to the ASSOCIATION'S attorney by hand delivery or by certified mail, return
23 receipt requested.

24
25 7.01.05.02 The UNIT OWNER'S filing of the qualifying offer
26 with the court stays the foreclosure action for the period stated in the qualifying offer, which may
27 not exceed 60 days, to permit the UNIT OWNER to pay the qualifying offer to the
28 ASSOCIATION plus any interest accruing during the pendency of the offer.

29
30 7.01.05.03 The qualifying offer of the UNIT OWNER must be in
31 writing, be signed by the owner of the UNIT and spouse of the UNIT OWNER if the spouse
32 holds a homestead interest in the UNIT, be acknowledged by a notary public, state the total
33 amount due the ASSOCIATION, state that the total amount due the ASSOCIATION is secured
34 by the lien of the ASSOCIATION, state that the ASSOCIATION is entitled to foreclose the lien
35 and obtain a foreclosure judgment for the total amount due if the UNIT OWNER breaches the
36 qualifying offer, state that the UNIT OWNER will not endanger the priority of the lien of the
37 ASSOCIATION or the amounts secured by the lien, and state the actual date or dates the
38 ASSOCIATION will receive the total amount due for the UNIT OWNER. If the UNIT OWNER
39 makes a qualifying offer under this subsection, the ASSOCIATION may not add the cost of any
40 legal fees incurred by the ASSOCIATION within the period of the stay other than costs acquired
41 in defense of mortgage foreclosure action concerning the UNIT, a bankruptcy proceeding in
42 which the UNIT OWNER is a debtor, or in response to filings by a party other than the
43 ASSOCIATION in the lien foreclosure action of the ASSOCIATION.

44
45 7.01.05.04 If the UNIT OWNER breaches the qualifying offer, the
46 stay shall be vacated and the ASSOCIATION may proceed in its action to obtain a foreclosure
47 judgement against the UNIT and the UNIT OWNERS for the amount in the qualifying offer and
48 any amounts accruing after the date of the qualifying offer.

49
50 7.01.06 Subordination of Lien. Where any person obtains title to a
51 LOT pursuant to the foreclosure of a first mortgage of record, or where the holder of a first
52 mortgage accepts a deed to a LOT in lieu of foreclosure of the first mortgage of record of such
53 lender, such acquirer of title, its successors and assigns, shall not be liable for any
54 ASSESSMENTS or for other moneys owed to the ASSOCIATION which are chargeable to the
55 former OWNER of the LOT and which became due prior to acquisition of title as a result of such
56 funds is secured by a claim of lien recorded prior to the recording of the foreclosed or underlying
57 mortgage. The unpaid ASSESSMENTS or other moneys are COMMON EXPENSES
58 collectable from all of the OWNERS, including such acquirer and his successors and assigns.



1 The new OWNER, from and after the time of acquiring such title, shall be liable for payment of
 2 all future ASSESSMENTS for COMMON EXPENSES and such other expenses as may be
 3 assessed to the OWNER's LOT. Any person who acquires a LOT, except through foreclosure of
 4 a first mortgage of record or deed in lieu thereof, including, without limitation, persons acquiring
 5 title by sale, gift, devise, operation of law or by purchase at a judicial or tax sale, shall be liable
 6 for all unpaid ASSESSMENTS and other moneys due and owing by the former OWNER to the
 7 ASSOCIATION, and shall not be entitled to occupancy of the UNIT or enjoyment of the
 8 COMMON AREAS, or of the recreational facilities as the same may exist from time to time,
 9 until such time as all unpaid ASSESSMENTS and other moneys have been paid in full.

10
 11 7.01.057 Rental and Receiver. If an OWNER remains in
 12 possession of his UNIT and the claim of lien of the ASSOCIATION against his UNIT is
 13 foreclosed, the court, in its discretion, may require the OWNER to pay a reasonable rental for
 14 the UNIT, and the ASSOCIATION is entitled to the appointment of a receiver to collect the rent.

15
 16 7.01.078 Assignment of Claim and Lien Rights. The
 17 ASSOCIATION acting through its BOARD, shall have the right to assign its claim and lien
 18 rights for the recovery of any unpaid ASSESSMENTS and any other moneys owed to the
 19 ASSOCIATION, to any third party.

20
 21 7.01.089 Unpaid ASSESSMENTS Certificate. Within 15 days after
 22 written request by any OWNER or any INSTITUTIONAL LENDER holding or making a
 23 mortgage encumbering any LOT, the ASSOCIATION shall provide the OWNER or
 24 INSTITUTIONAL LENDER a written certificate as to whether or not the OWNER of the LOT is
 25 in default with respect to the payment of ASSESSMENTS or with respect to compliance with
 26 the terms and provisions of this DECLARATION, and any person or entity who relies on such
 27 certificate in purchasing or in making a mortgage loan encumbering any LOT shall be protected
 28 thereby.

29
 30 7.01.0910 Application of Payments. ~~Any payments made to the~~
 31 ~~ASSOCIATION by any OWNER shall first be applied towards any sums advanced and paid by~~
 32 ~~the ASSOCIATION for taxes and payment on account of superior mortgages, liens or~~
 33 ~~encumbrances which may have been advanced by the ASSOCIATION in order to preserve and~~
 34 ~~protect its lien, next toward reasonable attorneys' fees incurred by the ASSOCIATION incidental~~
 35 ~~to the collection of ASSESSMENTS and other moneys owed to the ASSOCIATION by the~~
 36 ~~OWNER and/or for the enforcement of its lien; next towards interest on any ASSESSMENTS or~~
 37 ~~other moneys due to the ASSOCIATION, as provided herein, and next towards any unpaid~~
 38 ~~ASSESSMENTS owed to the ASSOCIATION, in the inverse order that such ASSESSMENTS~~
 39 ~~were due. Any payment received by the ASSOCIATION and accepted shall be applied first to~~
 40 ~~any interest accrued, then to any administrative late fee, then to any costs and reasonable~~
 41 ~~attorney's fees incurred in collection, and then to the delinquent assessment. This paragraph~~
 42 ~~applies notwithstanding any restrictive endorsement, designation, or instructions placed on or~~
 43 ~~accompanying a payment. A late fee is not subject to the provisions of Florida Statutes chapter~~
 44 ~~687 and is not a fine.~~

45
 46 IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its
 47 name by its President, this 28 day of February, 2008.

48
 49 ATTEST: LAKESIDE WOODS ASSOCIATION, INC.
 50
 51 By: Marjorie Guyton By: Dee Waller
 52 Marjorie Guyton, Secretary Dee Waller, President

53
 54 WITNESSES:
 55 Zakee Matthews (Zakee Matthews)
 56
 57 John Higgins (John Higgins)
 58

1 STATE OF FLORIDA
2 COUNTY OF SARASOTA



3
4 I HEREBY CERTIFY, that on this day before me, a Notary Public in the State of Florida
5 at large, personally appeared Marjori Gunton as President and Dee Waller, as
6 Secretary, of LAKESIDE WOODS ASSOCIATION, INC. and they acknowledged before me
7 that they are such officers of said corporation; and they executed the foregoing Certificate of
8 Amendment to the Declaration of Covenants and Restrictions on behalf of said corporation, and
9 affixed thereto the corporate seal of said corporation; that they are authorized to execute said
10 Certificate of Amendment to the Declaration of Covenants and Restrictions and that the
11 execution thereof is the free act and deed of said corporation. They are personally known to me
12 or have produced their driver's licenses as identification and did not take an oath.

13
14 WITNESS my hand and official seal at Venice, Sarasota County, Florida this 28 day
15 of February, 2008.



Kristina Michelle Burch
Printed Name of Notary:
Kristina Michelle Burch
Notary Public

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21
22
23 My Commission Expires:
24 Aug. 2, 2010

25
26
27
28