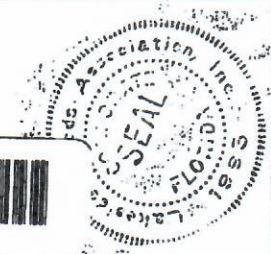


RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2009027592 2 PGS

2009 MAR 09 01:31 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
MTAYLOR Receipt#1141568

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



2009

1 LAKESIDE WOODS ASSOCIATION, INC., its address being 1200 Lakeside Woods Drive,  
2 Venice, Sarasota County, Florida 34285, by the hands of the undersigned hereby certify that:

3 The Declaration of Covenants and Restrictions of LAKESIDE WOODS is recorded in O. R.  
4 Book 2563 page 1792, et seq., and amended in O. R. Book 2948, page 1295, et seq., and in  
5 Instrument No. 2000158752 et seq., and in Instrument No. 2001055585 and in Instrument No.  
6 2004032609 and in Instrument No.2008037072 5 PGS of the Public Records of Sarasota County,  
7 Florida and as amended. The following amendments to the Declaration of Covenants and  
8 Restrictions were submitted to the entire membership of the Association on the 8<sup>th</sup> day of January  
9 2009.

10 This amendment was approved at its meeting on the 17<sup>th</sup> day of February 2009 by an affirmative  
11 vote of not less than two-thirds (2/3rds) of the total membership as required by the Declaration of  
12 Covenants and Restrictions

13  
14 3.10.02.02 UNIT OWNER LOTS. On all LOTS the  
15 ASSOCIATION shall be responsible for the mowing, trimming, fertilizing, mulching, and insect  
16 and disease control of all the grass areas and the removal of all excessive weeds, underbrush or  
17 unsightly growth. The ASSOCIATION shall also be responsible for the trimming, fertilizing,  
18 mulching, and insect and disease control of all bushes, shrubs, hedges, foundation plants and  
19 trees except flower beds and fruit trees which are the responsibility of the LOT OWNER(s). The  
20 ASSOCIATION shall be responsible for keeping the sprinkler systems for all LOTS in good  
21 operating condition. This shall include but not be limited to the repair, upkeep and replacement  
22 of the underground water pipes, control valves, the master control unit, sprinkler heads,  
23 relocation of sprinkler heads and the like required to maintain good water coverage. The LOT  
24 OWNER(s) is/are responsible for the metered sprinkler water cost on his/her/their LOT.

Delores Weiler  
1277 Lakeside Woods Dr  
Venice, FL 34205-0665  
W

return to:

25  
26 On each LOT the ASSOCIATION shall promptly remove and replace all dead or diseased sod  
27 bushes, shrubs, hedges, and foundation plants. At and it will be at the sole discretion of the  
28 ASSOCIATION, if the replacement in grass areas may be with sod or plugs, and the The LOT  
29 OWNER(s) shall promptly remove and replace all dead or diseased bushes, shrubs, hedges, and  
30 foundation plants. The expense for the replacement of bushes, shrubs, hedges, and foundation  
31 plants will be the responsibility of the LOT OWNER(s) and may be with nursery-size stock  
32 (consistent in size with that originally planted during construction) rather than with bushes,  
33 shrubs, hedges and foundation plants of the size as those removed. However, not withstanding  
34 the foregoing, in the event any bushes, shrubs, hedges or foundation plants are killed or severely  
35 damaged due to the acts of the ASSOCIATION, its contractors, agents or vendors, these  
36 damaged or killed bushes, shrubs, hedges or foundation plants will be removed and replaced by  
37 the ASSOCIATION at the ASSOCIATION'S expense with bushes, shrubs, hedges or  
38 foundation plants that may be nursery-size stock (consistent in size with that originally planted  
39 during construction) rather than with bushes, shrubs, hedges or foundation plants of the size as  
40 those severely damaged or killed.

41  
42 Trees on LOTS are included in the ASSOCIATION's responsibility for trimming, fertilizing,  
43 mulching, and insect and disease control. Trees will be trimmed as appropriate for that species.  
44 However, the removal and replacement of trees for any reason on LOTS and all costs associated  
45 therewith are the responsibility of the LOT OWNER(s). At the sole discretion of the LOT  
46 OWNER(s), the replacement tree may be nursery-size or larger. These above actions are subject  
47 to Article 5.23.01 of this DECLARATION.

48  
49 5.10 Landscaping. On each LOT the ASSOCIATION shall be responsible for  
50 mowing, trimming, fertilizing, mulching, and insect and disease control of all grass areas, and  
51 trimming, fertilizing, mulching, and insect and disease control of all bushes, shrubs, hedges,  
52 foundation plants and trees, except for flower beds and fruit trees, and on any contiguous  
53 property between each LOT and the pavement edge of any abutting road or the waterline of any  
54 abutting lake or canal, all in accordance with landscaping plans approved by the  
55 ASSOCIATION. The replacement of bushes, shrubs, hedges, and foundation plants will be the

