

2/21/08

ARTICLES OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OAK TERRACE

PURSUANT TO Article IX, Section 4 of the Declaration Of Covenants, Conditions And Restrictions For Oak Terrace, recorded in O.R. Book 1169, Pages 1485 - 1497, Public Records of Manatee County, Florida, the Oak Terrace Of Manatee Homeowners Association, Inc., as certified below, does hereby amend the Declaration Of Covenants, Conditions And Restrictions For Oak Terrace (hereinafter referred to as "The Declaration") for the purpose of clarifying, modifying, amending and supplementing the terms thereof to improve the administration of The Declaration for the benefit of the property owners.

ARTICLE I. is amended to clarify the organization of the Association and to conform to the manner in which the Association has traditionally operated by adding a new Section 7 to read as follows:

Section 7. "Board Of Directors" shall mean the officers of the Association.

ARTICLE IV, Section 1. is amended for the purpose of clarification to read as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants and each Owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney fees for enforcement through legal action including, without limitation, negotiation, mediation, trial and appeals, shall be a charge on the land and shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. The Association, through its board of directors, shall have the right to enforce this Section by the filing and recording of a Claim of Lien against any Lot which is delinquent in the payment of the assessments due under this Section or charges arising under ARTICLE V, Sections 2 and 3.

ARTICLE IV, Section 3(a) is amended to read as follows:

(a) From and after January 1 of the year immediately following the conveyance of

the first Lot to an Owner, the maximum annual assessment may be increased by not more than 15% above the maximum assessment for the previous year without a vote of the membership.

ARTICLE V, Section 2. is amended to permit more expeditious enforcement of the Section as follows.

Section 2. Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or un-mowed upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. No boat trailers, cargo trailers or other such equipment shall be parked or stored on any Lot, except that such trailers or equipment may be parked or stored on a Lot behind a fence conforming to the provisions of Article VI, Section 9. The Owners of the Lots in the subdivision shall be responsible for the maintenance of all areas located between their respective lot lines and the curb and streets providing access to said Lots. All Owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times. In the event that any Owner shall fail to bring his or her Lot into compliance with this Section within twenty (20) days after receipt of a second written correction notice by the Association, which shall be given by certified mail, the Association shall have the right to contract with a commercial lawn service, tree service, hauling contractor, or other professional to enter onto the Lot and to correct the non-compliance all at the Owner's expense.

ARTICLE V, Section 3. is amended to clarify the scope of maintenance as follows:

Section 3. Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways, accessory structures, exterior lighting (yard lights) and any other exterior fixtures, including without limitation, roof shingles, , in good appearance and safe condition and any needed repair of any damage, deterioration or obvious wear and tear on the exterior of any building shall be made promptly. In the event that any Owner shall fail to bring his or her Lot into compliance with this Section within twenty (20) days after receipt of a second written correction notice by the Association, which shall be given by certified mail, the Association shall have the right to contract with a contractor, electrician, or other construction company to enter onto the Lot and to correct the non-compliance at the Owner's expense or, in the alternative, to make a complaint to the Code Enforcement authorities of Manatee County, Florida.

ARTICLE VI, Section 9(f) is amended to read as follows:

(f) Fences shall be made of cypress or of other suitable wood materials or of white PVC material.

ARTICLE VI is amended to add a new Section 22 as follows:

Section 22. Hazardous or Toxic Substances. No Owner shall be permitted to possess or utilize on a Lot, any toxic or hazardous substance, or any substance the use of which results in any toxic or hazardous waste, nor shall any Owner dispose of any toxic or hazardous waste, including, without limitation, any petroleum waste such as crankcase oil, gasoline, kerosine, transmission fluid, diesel fuel, or the like, except through a means of disposal complying with all laws regarding environmental protection. Any Owner whose use or disposal of hazardous or toxic substances in violation of this Section results in any official governmental action being taken against The Association shall be personally responsible for any and all loss, costs and damages incurred by The Association for clean-up expense or other fines, penalties, sanctions or costs including, without limitation, attorney fees.

ADOPTED ON 2/20/07 after a vote of 73 % of the membership.

Steve Thaggard
President

Attest: _____
Secretary

STATE OF FLORIDA:
COUNTY OF MANATEE:

THE FOREGOING instrument was acknowledged before me on the 21st day of February, 2007 by Steve Thaggard as President of Oak Terrace of Manatee Homeowners Association, Inc. who is well known to me or who produced a Florida driver license as identification, on behalf of said Association.

Floy M Hoppe
Floy M Hoppe
NOTARY PUBLIC

