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R	CLERK CT TECH FUND	199	000000341160	0	15.20
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CHECK/MONEY 1863 69.50
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Prepared By and Return To:
Cindy A. Hill, Esq.
Hill Law Firm, P.A.
458 S. Tamiami Trail
Osprey, FL 34229



**CERTIFICATE OF AMENDMENT
TO
AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR UNIVERSITY PLACE
AND
AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
UNIVERSITY PLACE NEIGHBORHOOD ASSOCIATION, INC.
AND
AMENDED AND RESTATED BYLAWS OF
UNIVERSITY PLACE NEIGHBORHOOD ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT is executed this 19 day of May, 2014, by UNIVERSITY PLACE NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter "Association").

RECITALS

WHEREAS, the Association has been established for the operation of University Place, in accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for University Place, recorded at Book 2504, Page 4250 of the Public Records of Manatee County, Florida, as amended from time to time; and,

WHEREAS, amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for University Place ("Declaration"), the Amended and Restated Articles of Incorporation ("Articles of Incorporation"), and the Amended and Restated Bylaws ("Bylaws") was submitted to the Members of the Association at a Meeting of the Members held on November 7, 2013, which Meeting was duly noticed in accordance with Article IV of the Association's Bylaws; and,

WHEREAS, not less than twenty percent (20%) of the voting interests of the members represented in person or by proxy voted to approve the proposed amendments;

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. All present and future Members of the Association shall be bound by the amendments to the Declaration, Articles of Incorporation, and Bylaws as follows:

Article I of the Declaration is amended to add the following new Article 1.17 as follows:

1.17 **“Single Family Home” or “Single Family Dwelling”** means a single detached residential dwelling containing only one (1) dwelling unit which is completely separated by open space on all sides from any other structure, other than its accessory buildings or structures.

Article 2.04(c) of the Declaration is amended in the following manner:

(c) The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument has been recorded which indicates that not less than two-thirds of the voting interests of the members represented in person or by proxy at a duly noticed membership meeting at which a quorum of the membership is attained agreed to such dedication or transfer.

Article 4.03(b) of the Declaration is amended in the following manner:

(b) Whenever any reasonably visible exterior alteration or modification is proposed by any Owner.

Article 4.03(b) and (d) of the Declaration is amended in the following manner:

(b) Whenever any reasonably visible exterior alteration or modification is proposed by any Owner.

...

(d) Whenever the improvements to a Lot have been substantially damaged or destroyed, in whole or in part, by casualty or otherwise, and reconstruction or rebuilding is intended. In the event that an Owner wants to reconstruct a residential dwelling destroyed by casualty or otherwise, and wants to also build a residential dwelling which has a different building footprint than the original residential dwelling, that Owner must obtain the approval of the ARC for the new building footprint. For the purposes of this Article, a building footprint is defined as the outline of the total area of the Lot that is surrounded by the exterior walls of the residential dwelling.

Article 5.01 of the Declaration is amended in the following manner:

5.01 **Residential Building.** No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached residential dwelling and attached garage. Manufactured homes and modular homes are not permitted within the community. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling

may be erected on the Lot upon approval by the ARC provided that any such accessory buildings do not furnish residential accommodations for an additional family.

Article 5.05 of the Declaration is amended in the following manner:

5.05 Garages and Driveway Parking. Unless otherwise specifically approved by the ARC, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. No carport shall be permitted. No garage shall be enclosed by screen or otherwise, or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. No garage shall be converted and/or used so as to serve as a bedroom, bathroom, kitchen, living room, home office or any other such use. All motor vehicles, boats and all other items prohibited by Section 6.07 of this Declaration shall be kept within the enclosed garage at all times except for loading, unloading or washing. Automobiles, trucks, mini-vans and sport utility vehicles used primarily for the transportation of passengers may be parked in the driveway of a Lot as long as such vehicles are fully operative and have current license plates on them. Manufactured car covers are permissible for covering cars parked in driveways, but items which are not manufactured specifically as car covers may not be used to cover a car parked in a driveway. No vehicles shall be parked on lawns, the portion of a driveway that functions as a sidewalk, or Common Property, provided that the Board may adopt rules and regulations to permit temporary overflow parking in the parking lots of the community pools, which use shall be an exception intended to accommodate non-recurring events such as a party or gathering at a residence. Garage doors shall be kept in a closed position when not in use for ingress or egress. Each dwelling shall have an enclosed garage which meets the following requirements:

Lot Type	Number of Automobiles that Garage Accommodates	
	Minimum	Maximum
“Executive”	2	3
“Family Lot”	2	3
“Single Home”	2	3
“Patio Home”	2	2

Article 5.07(a) of the Declaration is amended in the following manner:

5.07 Recreational Facilities and Playground Equipment

(a) Fixed recreational facilities constructed or installed on a Lot, including, but not limited to, swimming pools, tennis courts, basketball backboards, platforms, skateboard ramps, large play sets (such as those including forts and playhouses), dog houses or other structures of a similar kind and nature shall be located in the rear yard and shall be adequately walled, fenced or landscaped in a manner specifically approved by the ARC. Mobile recreational facilities, including but not limited to, small swing sets, tire swings, portable basketball backboards, soccer nets, small children’s play pools, small trampolines, badminton and croquet equipment, may be used in the front and side yards, but must be removed when not in use and stored in such a manner as to be both concealed in view and in compliance with rules established by the ARC. Exceptions from this storage requirement will be granted for portable basketball backboards as long as such backboards are in compliance with rules established by the ARC. All portable

basketball backboards are to be weighed down by sand or water located within their base and not by external items such as sand bags or bricks. All recreational facilities must be maintained and kept in good condition so as not cause an eyesore or create a safety concern.

Article 5.17(b) of the Declaration is amended in the following manner:

(b) The personal property of any resident shall be kept inside the residence dwelling, or a fenced or walled-in yard, except for patio furniture and accessories, and other personal property commonly kept outside, which must be kept in the rear of the Lot and must be neat appearing and in good condition. Water hoses kept on the Lot may be stored on the front or sides of a Lot, but shall either be hung on a reel which is concealed by landscaping or be concealed within a decorative container and stored on the reel or in the decorative container when not in active use.

Article 5.18(b) of the Declaration is amended in the following manner:

(b) All components of the Lot Irrigation System up to the point of connection to the Central Irrigation System shall be maintained, repaired and replaced at the cost and expense of the Owner of such Lot.

Article 6.04 of the Declaration is amended in the following manner:

6.04 Maintenance by Owner. Each Owner shall maintain the exteriors of all structures on a Lot and any and all fixtures attached thereto in a sightly manner. In addition, each Owner shall routinely maintain any sodded or landscaped areas adjacent to his Lot from the platted Lot lines up to the curb(s) or edge(s) of right-of-way pavement (the "Adjacent Areas"), excluding fences, walls, signs, or other structures common to the Neighborhood installed by Developer or the Association, which shall be the responsibility of the Association to maintain. The maintenance of such Adjacent Areas by each Owner shall at all times be subject to the rights and duties of the Association to regulate, manage, modify, improve and control said Adjacent Areas as set forth in this Declaration, including the right to take over foregoing maintenance responsibilities and discontinue Owner maintenance at any time.

Each Owner shall maintain such Lot and improvements and the foregoing Adjacent Areas at his sole expense in good condition and repair and in an attractive condition in keeping with the standards of maintenance throughout the Neighborhood. Maintenance by the Owner shall include, but not necessarily be limited to, all maintenance, painting, repair, replacement and care of structures, fixtures including lamp posts, driveways, equipment, appliances, roofs, gutters, downspouts, exterior building surfaces, screening and caging, shutters and other decorative and functional attachments to the exterior of the improvements, walks and other exterior improvements, street trees, exterior lawn, landscaping and Lot Irrigation System. In the event that an Owner does not maintain their front lamp post system in operational order, the Association may, after providing one ten (10) and a second seven (7) day notice, perform the repair and charge the Owner for the parts and labor. In the event that Owners would prefer that the Association regularly maintain their front lamp post system, they may sign up for the Association to perform the maintenance for a period of time of their choice. Every such entry on

the part of the Association or its employees or agents shall be deemed a lawful entry and not a trespass. Additionally, Owners with fences which were originally installed by the Developer on the boundaries between their Lots and a neighboring Lot are together responsible for the maintenance and repair of such boundary fences. In the event that such a boundary fence collapses from severe weather and/or age, the Owners are not obligated to construct a new boundary fence, but may agree to do so, subject to approval by the ARC. All such maintenance and repair shall conform to such maintenance standards as may be promulgated from time to time by the Board in accordance herewith. The Board may from time to time adopt and promulgate maintenance standards for the Neighborhood, so long as such standards are reasonable and not contrary to the provisions of this Declaration.

Article 6.05 of the Declaration is amended in the following manner:

6.05 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers. Such containers shall be kept in a sanitary condition in an enclosed area attached to the dwelling and constructed in a manner approved by the ARC. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the property; however, such containers shall be returned to and kept in the enclosed area promptly after pick up. This restriction shall not apply during construction of any single family home on a Lot provided that construction is diligently pursued after commencement.

Article 6.12 of the Declaration is amended in the following manner:

6.12 Yards and Lawns. The portion of each Lot, including the unpaved portion of a street right of way adjoining such Lot, that is not covered by dwellings, patios, and walkways, shall have an irrigation system installed and be sodded with natural grass at the time of original construction of improvements. The lawn shall thereafter be maintained in good condition and replaced as may be necessary. In no event shall gravel or stone yards be permitted. Provided that nothing contained herein shall prohibit the use of gravel and/or wood shavings for decorative landscaping purposes of an otherwise sodded yard, and other Florida Friendly Landscaping may be submitted to the ARC for review. Any portion of a Lot designated as "visibility area" on the Plat shall be maintained such that traffic visibility is not obscured. Each Lot Owner shall maintain the lawn, landscaping, and irrigation system on their Lot in a good, neat and orderly appearance and condition, consistent with the standards of maintenance throughout the Neighborhood. In the event a Lot Owner fails to maintain the Lot and landscaping, then the Association may, after providing one ten (10) and a second seven (7) day notice, enter upon said Lot and maintain the Lot and landscaping and charge the Lot Owner in an amount equal to one hundred and twenty percent (120%) of the cost incurred by the Association for such services. Every such entry on the part of the Association or its employees or agents shall be deemed a lawful entry and not a trespass. All driveways, walks and parking areas shall be approved, and driveways and sidewalks shall be constructed up to and including their intersection with a paved street to be construed at the time of original construction of improvements and prior to issuance of a certificate of occupancy. Driveway and walkway design, location, materials and coloring shall be subject to ARC approval. As part of the approved landscaping plan for each Lot, each Lot Owner shall plant, and continuously maintain the following canopy trees on the Lot:

...

(c) The following requirements shall apply to the trees, and their maintenance:

(i) The Lot Owner is responsible for the installation, maintenance and replacement of the required trees.

(ii) The trees shall meet requirements of section 715.10.5 of the Manatee County Land Development Code and the requirements of the Development Order.

(iv) None of the required trees shall be planted within a public or private utilities easement. Any existing trees within a public or private easement may be removed by the Association or the Community Development District as deemed necessary.

(v) Each tree shall be a minimum height of ten (10) feet and a minimum Diameter Breast Height (D.B.H.) of 2 ½ inches at the time of planting.

(vi) In the event a tree dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days.

Article 7.03 of the Declaration is amended in the following manner:

7.03 Annual Assessment. The Association shall assess each Owner for his respective share of Association Expenses by Annual Assessments determined and payable in the manner provided in this Declaration. The assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and for improvements and maintenance of the Common Property. The total anticipated expenses for each fiscal year, including reserves as reasonably estimated by the Board, shall be set forth in a budget adopted by the Board no later than sixty (60) days preceding the fiscal year for which the budget is adopted (the "Budget"). The total anticipated Association Expenses set forth in such Budget shall be the Annual Assessment for Association Expenses for all of the Lots for such fiscal year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided equally between all the Lots, and shall be due and payable by the Owner thereof or, if more than one Owner, the Owners, jointly and severally, of each such Lot in advance commencing on the first day of the fiscal year of the Association. The Board, in its sole discretion, may permit such Annual Assessments to be paid in semi-annual, quarterly or monthly installments. Unless an Owner consents in writing otherwise, the Association shall mail to each and every Owner at least forty-five (45) days prior to the first day of the following fiscal year, a copy of the Budget specifically indicating the total Association Expenses anticipated for the forthcoming fiscal year and the Annual Assessment upon each such Lot. The Association will deliver the Budget via email, fax or other nominal costs service if an owner requests such delivery and consents to same in writing. If the Owner so consents to an alternative form of delivery, the Association will use that form of delivery until the Owner instructs in writing otherwise. All budget figures, irrespective of any previous approvals, are subject to change from time to time. All budgets are estimates only and should not be relied upon as definitive figures for the purpose of establishing actual assessments.

Article 8.12(c) of the Declaration is amended in the following manner:

(c) Imposition of Fine. The committee, by majority vote, may impose a fine not in excess of one hundred dollars (\$100). For a violation of a continuing nature, the Board of Directors may impose a fine for each day of a continuing violation, not to exceed five thousand dollars (\$5,000,00) in the aggregate. Any fine levied by the committee against an Owner shall be a Special Assessment applicable to the Owner's Lot.

Article 7.2 of the Articles of Incorporation is amended in the following manner:

7.2 Insurance: The Board of Directors of the Association shall purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance shall be paid by the members of the Association as part of the common expenses.

Article 5.09 of the Bylaws is amended in the following manner:

5.09 Regular Meetings: The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate. Any regular scheduled meetings may be dispensed with upon an agreement of the majority of the members of the Board.

Article 6.01 of the Bylaws is amended in the following manner:

6.01 General Powers: All powers specifically set forth in the Covenants, Articles of Incorporation and these Bylaws, and all powers incident thereto or reasonably to be inferred therefrom.

Contracts must disclose any financial or ownership interest a Board member, or any party providing maintenance or management services to the Association, holds with the contracting party. Any contract between the Association and an officer or director, or an entity in which an officer or director holds a financial interest, must comply with Section 617.0832 Florida Statutes and be approved by not less than two-thirds of the entire membership of the Board. At the next regular or special meeting of the members, the existence of the contract shall be disclosed to the members. Upon motion of any member, the contract shall be brought up for a vote and may be cancelled by a majority vote of the members present in person or by proxy. Should the members vote to cancel the contract, the Association shall only be liable for the reasonable value of goods or services provided up to the time of cancellation, and shall not be liable for any termination fee, liquidated damages, or other form of penalty for such cancellation.

Article IX of the Bylaws is amended in the following manner:

The conduct of the meetings of the Association, the Board of Directors and Committees of the Association shall be governed by the Declaration, Articles of Incorporation, or these Bylaws, or as otherwise provided by Florida law.

Executed this 19 day of May, 2014.

Stephanie A. Curt
Witness Signature

STEPHANIE CURTIS
Printed Name

[Signature]
Witness Signature

NETTIE ADKINS
Printed Name

UNIVERSITY PLACE NEIGHBORHOOD
ASSOCIATION, INC.

By: [Signature]
Michael Wackerbauer, President

[Signature]
Attest: ~~Simon Golden~~, Secretary
Douglas Wilson, Assistant Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 19th day of May 2014, by Michael Wackerbauer, as President, and by Douglas Wilson, as Secretary of University Place Neighborhood Association, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida

