

Prepared by and return to:

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January 26, 2023 11:23:25 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS LAUREL OAK ESTATES

AMENDED AND RESTATED ARTICLES OF INCORPORATION & BYLAWS LAUREL OAK COMMUNITY ASSOCIATION, INC.

We hereby certify that the attached amendments to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for **LAUREL OAK ESTATES** ("Declaration"), Articles of Incorporation and Bylaws of **LAUREL OAK COMMUNITY ASSOCIATION, INC.** ("Association") were approved and adopted by at least sixty-seven percent (67%) of the total votes in the Association at a special membership meeting held on December 12, 2022, which is sufficient for adoption pursuant to Article XIV, Section 2 of the Declaration, Article 9 of the Articles of Incorporation, and Article VI, Section 6 of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable Florida law.

The Amended and Restated Declaration of Covenants, Conditions, and Restrictions for **LAUREL OAK ESTATES** was recorded at Official Records Instrument #1998140973 and the original Declaration of Covenants, Conditions, and Restrictions for **LAUREL OAK ESTATES** was originally recorded at Official Records Book 2194, Page 1475 *et seq.*, all of the Public Records of Sarasota County, Florida.

Dated this 20th day of January, 2023.

Signed, sealed and
delivered in the presence of:

**LAUREL OAK COMMUNITY
ASSOCIATION, INC.**

Sign: Teresa McDaniel

Print: Teresa McDaniel

Sign: Laura Fernandez

Print: LAURA FERNANDEZ

Barbara Smith
Barbara Smith, President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 20th day of January, 2023, by Barbara Smith as President of **LAUREL
OAK COMMUNITY ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. She
is personally known to me or has produced _____ as identification.

My Commission Expires:

07/24/2025

NOTARY PUBLIC

Sign: Sherry L. Lane

Print: Sherry L. Lane
State of Florida at Large (Seal)



Signed, sealed and
delivered in the presence of:

ATTEST:

Sign: Teresa McDaniel

Print: Teresa McDaniel

Sign: Laura Fernandez

Print: LAURA FERNANDEZ

Rita MacLure
Rita MacLure, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 20th day of January, 2023, by Rita MacLure, as Secretary of **LAUREL
OAK COMMUNITY ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation. She
is personally known to me or has produced _____ as identification.

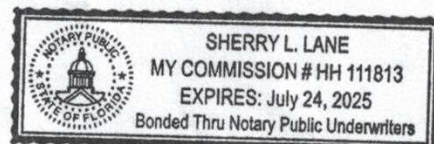
My Commission Expires:

07/24/2025

NOTARY PUBLIC

Sign: Sherry L. Lane

Print: Sherry L. Lane
State of Florida at Large (Seal)



AMENDMENTS

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF LAUREL OAK ESTATES

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE XIV GENERAL PROVISIONS

...
Section 2. Amendment. ~~Until the Turnover, the Declarant may unilaterally amend this Declaration. After such Turnover, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule, requirement or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units subject to this Declaration; or any error of a like nature; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner thereof shall consent thereto in writing. Thereafter or otherwise, A majority of the Board of Directors or at least twenty percent (20%) of the Members may propose amendments to the Declaration. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing fifty-one percent (51%) ~~sixty-seven percent (67%)~~ of the total votes in the Association, ~~including sixty-seven percent (67%) of the votes held by members other than the Declarant, and the consent of the Declarant, so long as the Declarant owns one or more Units within the Properties.~~ However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause and no amendment which violates Article IV, Section 6 of this Declaration shall be permitted. Any amendment to be effective must be recorded in the Public Records of Sarasota County, Florida.~~

No amendment which affects the Surface-water Management System within the Properties or maintenance thereof shall be effective without the prior written consent of the Southwest Florida Water Management District.

If any Owner consents to any amendment to this Declaration, the Articles of Incorporation, or the By-Laws, it will conclusively be presumed that such Owner has the authority so to consent and no contrary provisions in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant ~~or the Country Club, as the case may be,~~ or the assignee of such right or privilege.

~~Notwithstanding anything to the contrary set forth in this Section 2, no amendment shall be effective without the written joinder and consent of the Declarant (so long as the Declarant owns one or more Units within the Properties) to the Amendment.~~

AMENDMENTS

ARTICLES OF INCORPORATION OF LAUREL OAK COMMUNITY ASSOCIATION, INC.

[Additions are indicated by underline; deletions by ~~strike-through~~]

Article 9. Amendments. A majority of the Board of Directors or at least twenty percent (20%) of the Members may propose amendments to the Articles of Incorporation. The Articles of Incorporation may be amended by the affirmative vote or written consent, or any combination thereof, of Members representing fifty-one percent (51%) of the total votes in the Association. ~~Amendments to the Articles of Incorporation may be proposed and adopted as provided in Chapter 617, Florida Statutes, provided that no amendment may be in conflict with the Declaration, and provided, further, no amendment shall be effective to impair or dilute any rights of Members that are governed by such Declaration.~~

AMENDED AND RESTATED BYLAWS OF LAUREL OAK COMMUNITY ASSOCIATION, INC.

[Additions are indicated by underline; deletions by ~~strike-through~~]

ARTICLE VI. MISCELLANEOUS

...
Section 6. Amendment. ~~Until termination of the Class "B" Control Period, Declarant may unilaterally amend these By-Laws. After such termination, the Declarant may unilaterally amend these By-Laws at any time and from to time if such amendment is (a) necessary to bring any provisions hereof into compliance with any applicable governmental statute, rule, regulation or requirement, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Units; (c) required by an institutional or governmental lender or purchaser of mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase mortgage loans on the Units; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Units; or (e) necessary to correct any scrivener's error; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner shall consent thereto in writing. So long as Declarant still owns property described in Exhibit "A" of the Declaration for development as part of the Properties, the Declarant may unilaterally amend these By-Laws for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Thereafter or otherwise, A majority of the Board of Directors or at least twenty percent (20%) of the Members may propose amendments to these Bylaws. These By-Laws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing fifty-one percent (51%) ~~sixty-seven percent (67%)~~ of the total votes in the Association. held by Members other than Declarant, and the consent of the Class "B" Member, so long as such membership exists. However, the percentage of votes necessary to amend a specific clause shall be not less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the Public Records of Sarasota County, Florida.~~

~~No Amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant of the assignee of such right or privilege.~~