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RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954



**CERTIFICATE OF FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR BOBCAT VILLAS**

THIS CERTIFICATE is made to reflect and document an Amendment to the Declaration of Covenants, Restrictions and Easements of Bobcat Villas. The Declaration of Covenants, Restrictions and Easements have been recorded in the Public Records of Sarasota County as follows:

	<u>Instrument and Date</u>	<u>Instrument Number</u>
a.	Declaration of Covenants, Restrictions and Easements for Bobcat Villas	2006008384
b.	Corrective Amendment Reflecting the Adoption of the Amended and Restated Declaration of Covenants, Restrictions and Easements for Bobcat Villas	2006046815

The undersigned officers of the Board of Directors of Bobcat Villas Homeowners Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Covenants, Restrictions and Easements of Bobcat Villas is hereby amended in accordance with Exhibit "1" attached hereto and entitled First Amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements for Bobcat Villas.

2. This Amendment of the Declaration of Covenants, Restrictions and Easements of Bobcat Villas was proposed by duly adopted resolution, and approved by a vote of not less than seventy-five percent (75%) of the votes present.

Executed this 29 day of JULY, 2019, at Port Charlotte, Florida.

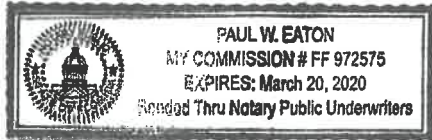
**BOBCAT VILLAS HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit corporation**

By: Joseph Karlovits
Name: JOSEPH KARLOVITS
Its: President

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 29 day of JULY, 2019, by Joseph Karlovits, who is personally known to me or produced as identification.

SEAL



Paul Eaton
NOTARY PUBLIC

PAUL EATON
Printed name of notary

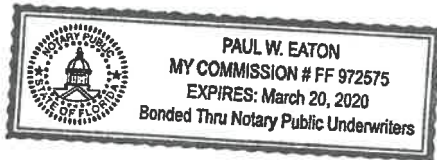
ATTEST:

By: Leslie Bloom
Name: LESLIE BLOOM
Its: Secretary

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me this 29 day of JULY, 2019, by Leslie Bloom, who is personally known to me or produced as identification.

SEAL



Paul Eaton
NOTARY PUBLIC

PAUL EATON
Printed name of notary

**FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR BOBCAT VILLAS**

Article 5 entitled FUNCTIONS OF THE ASSOCIATION is hereby amended to read to correct the numbering sequence contained therein as follows:

"45.01 Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board; the Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or By-Laws. In the absence of a specific requirement of approval by members, the Board may act on its own through its proper officers.

45.02 Required Services. In addition to those other responsibilities specified in the Articles or By-Laws, the Association shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

- A. All painting and maintenance of the Common Properties, and all improvements thereon, as and when deemed necessary by the Board.
- B. Cleaning and painting of Villa exteriors and gutters, but not including windows, window screens, lanai framing, screening and roofs.
- C. Repair and replacement of all exterior components of the Villas, excepts, windows, window screens, lanai framing, lanai screening, lanai roofs, exterior doors, garage doors and any and all exterior improvements installed by Villa Owners & approved by the Board. The Skylights installed in Phase 1 Villas were installed as a component of the roof system and as such will be repaired and maintained by the Association.
- D. All landscaping on each Villas except for non-standard landscaping installed by the Owner.
- E. Maintenance and care for all landscaped areas and the irrigation system, within the Common Properties, the Buffer Areas and individual Lots, including, but not limited to, the sides (where applicable), rear and front of each Lot, any property from the rear Lot line to the edge of any adjacent water surface (e.g., lake or canal). No Owner shall be permitted to move, alter, or otherwise modify, any of the irrigation facilities, whether located on Common Properties or any Lot, or the landscaping in the Buffer Areas, without the prior written consent of the Association in each case.



Any alteration to the irrigation system must be performed by an Association approved party. At no time shall the Association be liable for any loss or damage which may occur to any plants, trees, or similar landscaping, which the Owner has installed on the Lot. The Board shall be entitled to determine, in its sole discretion and without notice to any Owner, the time of day or night that various portions of the Common Properties and the Lots will be irrigated.

- F. Maintenance of any and all streets, roads, driveways, sidewalks, paths and entry features, road and Lot drainage, including curbs, street gutters, storm sewers and swales, throughout the Common Properties which have not been dedicated to the public or any governmental body.
- G. Operation of the Common Properties in accordance with the Rules and other standards adopted by the Board from time to time.
- H. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in any covenants, conditions or restrictions applicable to the Property, or in the Articles or By-Laws.
- ~~G~~I. Conducting business of the Association, including, but not limited to, administrative services such as legal, accounting and financial, and communication services such as informing the Owners of activities, notice of meetings, and other important events.
- ~~H~~J. Purchasing insurance as may be required hereby or by the By-Laws and any other insurance to the extent deemed necessary or desirable by the Board.

45.03 Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights to perform same;

- A. Lighting of roads, sidewalks, walks and paths throughout the Property;
- ~~E~~B. Fire protection and prevention;
- C. Protection and security, including, but not limited to, the employment of security guards within the Property;
- D. Maintenance of electronic and other surveillance devices;

- E. Installation, operation and maintenance of cable television facilities or other communication systems throughout the Property;
- F. Such other services as are authorized in the Articles or By-Laws;
- G. Cleanup, landscaping, maintenance, dredging, water treatment or other care of roads or other property (public or private) adjacent to the Property and to the extent that the Association has been granted the right or been required to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority;
- H. Emergency repairs and other work, including maintenance, on Villas reasonably necessary for the proper maintenance, preservation and operation of the Property.

45.04 Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article 7 hereof, (ii) collection of debts owed to the Association, (iii) bringing contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association in proceedings to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim of extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the total votes of all Members of the Association in existence at any time. If the Association's actions have been approved by the Members in accordance with this Section 56.04, all expenses incurred shall be deemed Common Expenses. In any action brought by or against the Association, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. This Section 5.04 may not be amended."

Article 7, Subsection [6].02 entitled Notice of Lien is hereby amended to correct the numbering sequence contained therein as follows:

"67.02 Notice of Lien. No action shall be brought to foreclose the lien for Assessments herein created unless at least thirty (30) days has expired following the date a "Notice of Lien" is deposited in the United States mail, certified or registered, postage prepaid, addressed to the Owner of the Villa (in the even that a Villa has Co-Owners, notice may be served solely upon the Co-Owner identified pursuant to Section 3.02 hereof) at the last address provided to the Association by such Owner, and a copy thereof has been recorded by the Association in the Public

Records of the County. The Notice of Lien must recite a good and sufficient legal description of any such Villa, the record Owner thereof, the amount claimed (which may at the Association's option include interest on the unpaid Assessment at the rate set forth in Section 7.01 hereof, plus reasonable attorneys' fees and expenses of collection in connection with the debt secured by said lien and late charges), and the name and address of the Association as claimant. Such Notice of Lien shall not be prerequisite to creating the lien (which is created by this Declaration), nor shall the lien's priority be established by such Notice of Lien (priority being based on the date of recording this Declaration, subject to the provisions of Section 7.03 hereof). The lien shall continue until fully paid or otherwise satisfied, and shall secure any and all Assessments, costs, interest and reasonable attorneys' fees which accrue subsequent to filing the Notice of Lien."

Article 8, Subsection [7].02 entitled Financial Statement is hereby amended to correct the numbering sequence contained therein as follows:

"78.02 Financial Statement. Any institutional Mortgagee, upon written request, shall be entitled to receive from the Association a financial report for the immediately preceding fiscal year, pursuant to Section 6.08 hereof."

Article 9.01 entitled Maintenance Obligations of Owners is hereby amended to read as follows:

"9.01 Maintenance Obligations of Owners. The Association shall have primary responsibility for all exterior repairs and maintenance. ~~The Association shall provide for maintenance~~ and other services as enunciated in Section 5.02 of this Declaration. All plumbing, electrical and HVAC systems within any Unit or serving on a single Unit shall be maintained, repaired or replaced by the Owner at the Owner's expense, including components located within party walls. In addition, Owners are responsible for maintenance, repair and replacement (as well as cleaning) of all windows, window screens, lanai framing, lanai screening, lanai roofs, exterior doors, garage doors and any and all exterior improvements installed by an Owner and approved by the Board of Directors. Maintenance, repair and replacement (including painting) of the interior walls, including but not limited to, drywall of a Unit is the responsibility of the Owner subject to the provisions of Article 12 of this Declaration."

Article 9, Subsection [8].02 entitled Maintenance Obligations of Association is hereby amended to correct the numbering sequence contained therein as follows:

"89.02 Maintenance Obligations of Association. The Association shall maintain, or provide for the maintenance of, all the Common Properties and all improvements thereon, as well as portions of the Lots, as more fully described in Section 5.02 ~~hereof of this Declaration,~~ but subject to the provisions of Section 9.01 of this Declaration. The maintenance obligations of the Association shall include all commonly metered utilities, and any and all utility facilities and buildings or other

structures situated on the Common Properties. In addition, the Association shall provide all necessary landscaping and gardening to properly maintain and periodically replace when necessary the trees, plants, grass and other vegetation which are on the Common Properties. The Association shall further maintain, reconstruct replace and refinish any paved surface to the Common Properties. All of the foregoing obligations of the Association shall be discharged when in such manner as the Board shall determine, in its sole judgment, to be appropriate."

Article 10, entitled USE RESTRICTIONS, Subsection U. is hereby added as follows:

"U. RESERVED FOR FUTURE USE."

Article 12.01 entitled Common Elements, Individual Villas and Personal Property of Association is hereby amended to read as follows:

"12.01 Common Elements, Individual Villas and Personal Property of Association. Each Owner shall be responsible for insuring all personal property within the Unit as well as floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, HVAC units, water filters, built in cabinets and countertops and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components or replacements of any of the foregoing which are located within the boundaries of the Unit and serve only such Unit. Such property and the insurance thereupon is the responsibility of the Unit Owner and which are not covered by the Association's insurance policy, unless the Board of Directors determines by resolution that such insurance shall be included in the insurance package obtained by the Association. The Association shall obtain and maintain fire and extended coverage insurance for the full insurable replacement value thereof, with a responsible insurance company upon all of the insurable improvements of the entire property, including all buildings, structures, fixtures and other improvements located on the Common Properties, the respective units/lots and personal property of the Association, but not including those portions which are required to be insured by the Owner. The Association may also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance for an on behalf of itself and all Owners. The insurance coverage with respect to the Common Properties or Villas shall be written in the name of and the proceeds thereof shall be payable to, the Association. ~~The Association shall maintain flood insurance in at least the amount required by institutional first mortgagees.~~ Except as otherwise provided herein, insurance premiums shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association. The original policy of insurance shall be held by the Association, the Villa owners shall be furnished a memorandum or other evidence of insurance coverage, and the institutional first mortgagees shall be furnished mortgage endorsements covering their respective interest. Unit

Owners are required to purchase and maintain adequate insurance coverage as follows. Title insurance is optional and is the sole responsibility of the Unit Owner. Flood insurance, excess to the Association's coverage is optional. Unit Owners are required to carry basic casualty and liability insurance. Such insurance must include liability coverage of \$300,000.00 (or an amount the Board of Directors may deem appropriate) for injury to persons or property occurring within the Unit, the Limited Common Elements, or claims involving the Unit Owner's tenants, guests, and invitees. Owners shall also be required to carry casualty insurance (commonly known as "HO-6" insurance, or similar product), in amounts deemed sufficient by the Board (which may establish additional and supplemental individual Unit Owner's insurance obligations from time to time by rule) to provide for the Unit Owner's having adequate insurance to rebuild the interior of the Unit, and any other items the Owner is obligated to reconstruct after casualty in the event of a casualty loss. Owners are also required to carry Loss Assessment coverage in an amount not less than \$2,000.00, and such other coverages as their individual insurance agent may recommend to provide full protection. The Board may require that Unit Owners provide Certificates of Insurance, or other appropriate evidence of the Unit Owner's carrying such insurance. Each Villa owner shall be responsible for insuring his own personal property within the dwelling unit which are not covered by the Association policy unless the Board of Directors determines by resolution that such insurance shall be included in the insurance package purchased by the Association."