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**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS OF ASHLEY OAKS**

We hereby certify that the attached amendment to the Declaration of Covenants of Ashley Oaks, as originally recorded in the Official Records of Sarasota County, Florida at Book 2821 and Page 1480 on February 16, 1996, was duly adopted at a membership meeting of Ashley Oaks Villas Homeowners Association, Inc. held on April 7, 2015, upon the approval of not less than seventy (70%) percent of the votes of the entire membership of the Association in accordance with Section 13.01 of the Declaration. The Association further certifies that the amendment was proposed and adopted as required by the governing documents and Florida law.

DATED this 8<sup>th</sup> day of April, 2015.

**ASHLEY OAKS VILLAS HOMEOWNERS  
ASSOCIATION, INC.**

Signed, sealed and delivered  
in the presence of:

Sign: [Signature]

Print: Lissette Hernandez

Sign: [Signature]

Print: Gabriel Hernandez

By: [Signature]  
James Reno, as President

[Corporate Seal]

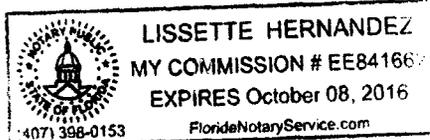
ATTEST: [Signature]  
By: Douglas R. Ritter  
Douglas Ritter, as Secretary

State of Florida )  
County of Sarasota )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2015 by James Reno as President of Ashley Oaks Villas Homeowners Association, Inc. who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

My Commission Expires:

[Signature]  
Notary Public  
Print Name: Lissette Hernandez



## AMENDMENT

### DECLARATION OF COVENANTS AND RESTRICTIONS OF ASHLEY OAKS VILLAS

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

#### SECTION 9 USE RESTRICTIONS

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9.03 Leasing. All leases of a UNIT shall be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies shall be delivered to the ASSOCIATION prior to occupancy by the tenant(s). The ASSOCIATION may establish rules and regulations governing the leasing of UNITS, including, but not limited to, procedures for applying to the ASSOCIATION for approval, ~~and the assessment of a reasonable charge for processing applications and conducting background checks, and procedures for the ASSOCIATION approving or disapproving a proposed lease or occupant of a UNIT~~. Provided, however, notwithstanding anything to the contrary, approvals of applications shall not be unreasonably withheld. Without limiting the generality of the foregoing, no lease shall be for a period of less than one (1) year without the prior written consent of the ASSOCIATION, which may be withheld in the ASSOCIATION'S sole discretion. Any person(s) occupying a UNIT in the absence of the OWNER shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, an OWNER may permit members of his immediate family to occupy his UNIT as a guest in his absence for periods of less than one (1) year, provided the BOARD is given prior written notice of such occupancy.

9.03.1 Leases upon Transfer. UNITS acquired by sale, devise or other transfer of title after the effective date of this Amendment to the Declaration shall not be rented or leased during the twenty-four (24) month period following acquisition of title to a UNIT. The date of acquisition of title to a UNIT shall be established by the date of recordation of a deed or other instrument of conveyance in the Public Records of Sarasota County, Florida

9.03.2 Maximum Lease Duration. No UNIT shall be leased for more than thirty-six (36) months, under any combination of lease terms, during any consecutive forty-eight (48) month period. Following the lease of a UNIT for thirty-six (36) months, under any combination of lease terms, during any consecutive forty-eight (48) month period, such UNIT shall not be leased for a period of twelve (12) consecutive months from the last day such UNIT is occupied under the immediate prior lease.

9.03.3 Community Limitation. No more than four (4) UNITS shall be leased at the same time within the subdivision. Once four (4) UNITS are leased, there shall be no additional rentals

permitted in the subdivision and the Association shall maintain a waiting list on a first come, first serve basis for future leases of UNITS.

9.03.4 Association as Agent. In the event of UNIT occupancy contrary to the provisions of the DECLARATION or the violation by a tenant, guest, invitee or occupant of any provision of the DECLARATION, the ARTICLES and the BYLAWS, the ASSOCIATION, through its BOARD, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the OWNER of such UNIT, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the OWNER to evict such tenant, guest, invitee or occupant and in such event the OWNER shall pay to the ASSOCIATION all costs and attorney's fees incurred by the ASSOCIATION incident to the eviction. Every lease of a UNIT shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the lease shall be the tenant's, and each guest's, invitee's and occupant's, full compliance with the DECLARATION, the ARTICLES and the BYLAWS. This Section 9.03.4 shall be in addition to any rights the ASSOCIATION may have under Chapter 720, Florida Statutes.

9.03.5 Grandfathering. The restrictions in this Amendment to the Declaration shall not apply to any OWNER holding title to a UNIT or UNITS prior to the effective date of this Amendment but shall apply to any additional UNIT or UNITS acquired by such OWNER subsequent to the effective date of this Amendment. The restrictions in this Amendment shall not apply to the ASSOCIATION to the extent the ASSOCIATION acquires title to a UNIT through foreclosure or otherwise.