

This instrument prepared by and return to:
Chad M. McClenathen, Esq.
783 S. Orange Ave., Suite 210
Sarasota, FL 34236



**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF STONEYWOOD COVE**

Stoneywood Cove Community Association, Inc. (Association) is the not-for-profit corporation in charge of the operation and control of a residential community known as Stoneywood Cove, according to the Declaration of Covenants, Conditions and Restrictions for Stoneywood Cove recorded at Official Records Instrument # 2005277659, 48 Pages, of the Public Records of Sarasota County, Florida, as amended (Declaration).

The following amendments to the Declaration were proposed and approved by the Board of Directors of the Association, and thereafter approved by not less than two-thirds of the voting interests of the lot owners participating in person or by proxy at a duly noticed membership meeting held on September 17, 2020.

The Association certifies that the amendments were properly proposed and adopted as required by the subdivision documents and applicable law.

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**ARTICLE 7
MAINTENANCE; IMPROVEMENTS.**

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7.2 Maintenance of Lots and Townhomes.

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B. Townhomes. The Association shall clean and provide ordinary maintenance, repair and replacement of the roofs, structural components and the exterior walls and other surfaces of the Townhomes and appurtenant structures such as privacy walls and garages, the need for which is caused by normal wear and tear and weathering keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, except for normal weathering, wear and tear. The cost shall be a common expense. Painting the outside of exterior doors, door and window frames and exterior caulking, are Association responsibilities. Maintenance, repair and replacement of mailboxes and street lighting are the Association's responsibility. Otherwise the maintenance, repair and replacement of the Townhome is the responsibility of the owners thereof. The owner of each Townhome shall maintain, repair and replace, at his own expense, all portions of his Townhome except those portions specifically required to be maintained, repaired and replaced by the Association. ~~Specifically it is the owner's responsibility to repair, reconstruct or replace all damage resulting from windstorm, fire, flood, hail, hurricanes, sinkholes, and other natural disasters, acts of God, and casualties that are or could be covered by property insurance carried by the owner under Article 8.1 below. The owner is responsible for any deductibles.~~ By way of illustration, and not limitation, the owner's responsibilities include:

- (1) Windows, glass and screens, doors, door and window frames, hardware and locks.
- (2) All wiring, plumbing, and electrical or mechanical equipment or fixtures which serve only the Townhome, regardless of location.
- (3) Pools, pool cages and related structures and improvements.

Each owner shall maintain his Townhome and all fixtures and appliances located therein in good condition and repair at all times. Garages and storage areas shall be maintained in an orderly condition, and the storage of combustibles or explosives other than ordinary household materials is prohibited. Each owner is prohibited from painting or otherwise decorating or changing the appearance of his Townhome except as permitted in the Declaration.

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ARTICLE 8
INTENTIONALLY OMITTED

INSURANCE OF TOWNHOMES; RECONSTRUCTION AFTER CASUALTY.

~~8.1 — **Duty to Insure and to Reconstruct.** Each owner shall at all times maintain full replacement value property insurance on his Townhome and all other insurable improvements on his Lot. If any Townhome or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such Townhome or improvements shall cause repair or replacement to be commenced within sixty (60) days from the date that such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition; shall utilize and conform with the original foundation and boundary of the original improvements; and shall be structurally compatible with any adjoining improvements which share a party wall as that term is defined in Article 9.1 below.~~

~~8.2 — **Failure to Reconstruct.** If the owner of any Lot fails to commence or complete construction, or repair or replace any damaged or destroyed improvements within the time periods provided for in Article 8.1 above, the Association shall give written notice to the owner of his default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his obligations, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney in fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Article, which shall be in the sole discretion of the Board of Directors, the owner(s) of the Lot shall be deemed to have assigned to the Association any insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the owner of the Townhome any costs not paid by insurance, and shall have a lien on the Lot and Townhome to secure payment.~~

~~8.3 — **Failure to Insure; Association as Co-Insured.** For the purpose of this Article 8, each owner of a Lot within the Community agrees that the Association shall be named as an additional insured under any property and/or flood insurance policy relating to his Lot and improvements constructed thereon. If an owner fails or refuses to maintain the insurance coverage required in this Article 8, or if the owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Association may, but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Association's benefit. The costs so incurred by the Association shall become due and payable by the owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Association notifying the owner in writing, that it has procured such insurance. The Association has the right from time to time to require each owner to produce proof of insurance.~~

~~8.4 — **Association's Right of Entry.** For the purpose of performing the duties authorized by this Article 8, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the owner, to enter upon the Lot at reasonable hours.~~

ARTICLE 9
PARTY WALLS.

9.1 Definition. Any wall which is built as part of the original construction of any Townhome subject to this Declaration and placed on the dividing line between adjoining Townhomes and Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article 9, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

9.2 Cost of Repairs. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the owners who share the wall.

9.3 — Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who uses the wall may restore it, and if any other owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu of or to the exclusion of, the repair obligations under Article 9.2 above.

9.3 Weatherproofing. Notwithstanding any other provision of this Article 9, an owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

9.4 Contribution. The right of any owner to contribution from any other owner(s) under this Declaration shall be appurtenant to the land and shall pass to such owner's successors in title.

9.5 Binding Arbitration. Any dispute concerning a party wall shall be submitted to arbitration under Chapter 682, Florida Statutes. Each party shall choose one arbitrator, and the arbitrators shall choose one additional arbitrator. The decisions of a majority of the arbitrators shall bind the parties.

ARTICLE 10
ASSOCIATION INSURANCE: REPAIR AND RECONSTRUCTION AFTER CASUALTY.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1 Association Insurance: Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Association as agent for the owners without naming them, and their mortgagees. ~~10.6 Insurance Proceeds.~~ All insurance policies purchased by the Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association. ~~10.8 Association as Agent.~~ The Association, through the Board of Directors, is hereby irrevocably appointed agent for each owner to adjust all claims arising under insurance policies purchased by the Association, including but not limited to claims for damage or loss to the Townhomes.

10.2 Required Coverage.

A. Property Insurance. Extended all-risk property coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire subdivision, including the Townhouse improvements and Association Property for the full replacement or insurable value thereof exclusive of land, foundation, excavation and other items normally excluded from such coverage. The Association must obtain an annual independent insurance appraisal on the subdivision property, or an update of a prior appraisal (Appraisal). The insurance required under this provision must be based on the replacement cost of the property as determined by the Appraisal. The Board of Directors shall establish the amount of the deductibles under the insurance policies, and other features, as they deem desirable and financially expedient, in the exercise of their business judgment. The establishment of the deductible amount shall be based on industry standards and prevailing practices of communities similar in size and construction, available funds, and assessment authority.

Each Townhouse owner shall be responsible for insuring: (1) personal property; (2) ceiling, floor and wall coverings; (3) electrical fixtures; (4) appliances; (5) water heater; (6) water filter; (7) built-in cabinets and countertops; and (8) window treatments including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the owner's Townhouse. Each owner must obtain and maintain adequate property insurance for the portions of the Townhouse that must be insured by the owner. Proof of such insurance shall be delivered to the Association upon request. In the event an owner fails to obtain and maintain either property or liability insurance, the Owner shall bear financial responsibility for any damage or liability that would otherwise be covered by such insurance.

B. Liability Insurance. The Association shall obtain and maintain public liability insurance covering all of the Community Common Areas and Association property and insuring the Association and the owners as their interest may appear in such amount as the Board may deem appropriate. The owners shall have no personal liability upon such claims, except as may be otherwise provided by law, and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage.

C. Fidelity Bonds or Insurance. The officers, and all other persons who are authorized to sign checks or disburse funds of the Association, shall be bonded or insured in such amounts as may be required by law or otherwise determined by the Board. The premium on such bonds or insurance is a common expense.

~~The Association shall maintain adequate liability insurance and casualty insurance covering all buildings and other insurable improvements (if any) that are part of the Community Common Areas, with coverage equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors; such insurance to afford the following protection:~~

~~A. Property. Loss or damage by fire, extended coverage (including windstorm) vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" property contract.~~

~~B. Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the owners as a group to any single owner.~~

~~C. Automobile. Automobile liability for bodily injury and property damage for owned and/or non-owned motor vehicles, in such limits of protection and with such coverage as shall be required by the Board of Directors.~~

~~D. Fidelity Bonding. Adequate fidelity bond coverage for all individuals having control of or access to Association funds.~~

10.3 Optional Coverage. The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and owners. Some common examples are:

- A. Flood insurance.
- B. Broad Form Comprehensive General Liability Endorsement.
- C. Directors and Officers Liability.
- D. Medical Payments.

10.4 Restoration after Casualty. In the event of a destruction or casualty loss to any of the improvements in the subdivision or other property serving the owners, all insurance proceeds payable under the Association's policies shall be collected by the Association. The proceeds shall be held by the Association and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the Board of Directors. The insurance carrier shall not be responsible to ensure that the proceeds are properly applied as provided herein. The Association shall be responsible for and undertake all repair work and reconstruction on portions of the subdivision property insured by the Association against property loss, provided however, an owner may undertake repair and reconstruction on portions of the Townhouse insured by the Association but only if authorized to do so in writing by the Board of Directors. In the event the Board of Directors elects to authorize an owner to undertake work, the Association may condition the disbursement of insurance proceeds on approval of repair methods, the qualifications of the proposed contractor, the contract to be used, reasonable verification of appropriate steps to ensure that the work is done, and that the contractor is paid for the performance of said work, and other conditions. An owner shall be responsible for and shall undertake repair work and reconstruction of interior portions of the Townhouse insured by the owner.

10.7 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus. In the event the proceeds are not sufficient to pay the cost of the reconstruction, the Association shall supply sufficient additional funds as a part of the common expenses of the Association.

10.5 Exceptions. Notwithstanding other provisions of this Article 10, the Association has the right to require an owner to pay for reconstruction costs if the damage was caused by the intentional conduct, negligence, or failure of owner (or guests, family, tenants, or others acting for, by or under the owner) to comply with the governing documents, or if the casualty losses were known or should have been known to the owner and were

not timely reported to the Association until after the insurance claim of the Association for that property was settled or resolved with finality, or denied because it was untimely.

10.6 Substantial Destruction of Subdivision. In the event of a total or substantial destruction of substantially all of the improvements in the subdivision, which shall mean that more than three-fourths of the Townhouses are rendered uninhabitable, the improvements shall be restored as above provided unless owners holding at least two-thirds of the total votes of the Association membership vote to terminate the provisions of this Declaration within one hundred eighty (180) days after the casualty, which deadline may be extended if conditions after the casualty prevent the Association from noticing and conducting a membership meeting to vote on reconstruction or termination. Except for the consent of institutional first mortgages holding mortgages on the units that will not be paid in full as part of the termination plan, no further consent from any other person or entity shall be necessary to effectuate a termination in the manner above described. In the event the provisions of this Declaration are to be terminated, then all Owners of Lots shall immediately convey all their right, title, and interest in and to their respective Lots to the Association, as Termination Trustee. All decisions of the Termination Trustee shall be made in the exercise of the reasonable business judgment of the Board of Directors. The recording of each such conveyance to the Termination Trustee in the Public Records of Sarasota County will have the immediate effect of releasing all liens upon the respective Lot and shall cause their instantaneous transfer to that Lot Owner's share of the funds to be subsequently distributed by the Termination Trustee as provided herein. Upon recording an instrument evidencing the termination of the provisions of this Declaration, the proportional share of each Lot Owner in the funds to be distributed by the Termination Trustee shall be equal.

The Termination Trustee shall collect all insurance proceeds payable as a result of such destruction. The Termination Trustee then shall effect a public or private sale of the subdivision property (the former Lots and Townhomes, and any property owned by the Association), by whatever means the Board of Directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The Termination Trustee may make partial distributions of each Lot's share of the funds collected by the Termination Trustee at such times and in such aggregate amounts as the Termination Trustee may deem appropriate. In determining the amount of any partial distribution, the Termination Trustee shall ensure that sufficient funds are retained by the Termination Trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the Termination Trustee has collected all insurance proceeds and all proceeds from the sale of the subdivision property and has paid all applicable Association liabilities and other costs reasonable incurred, the Termination Trustee shall make a final distribution of each Lot's share of the remaining funds held by the Termination Trustee.

Any distribution, whether partial or final, of a Lot's share of the funds held by the Termination Trustee shall be made jointly to the record title Owner of the Lot and the record Owners of any mortgages or other liens encumbering the Lot at the time of the recording of the conveyance to the Termination Trustee. All mortgages and other liens upon the respective Lots shall be fully released and discharged as provided herein even though the share of a particular Lot in the funds distributed by the trustee is insufficient to pay all liens in full; in such event the lienholders who had priority against the title to the Lot shall have priority of payment of the Lot's share of such funds. Nothing herein provided shall in any way relieve the Lot Owner of his personal liability for any deficiency which may remain upon any liens which encumbered his Lot at the time of his conveyance to the Termination Trustee.

10.7 Inspection of Insurance Policies Description of Coverage. A detailed summary of the coverages included in the Association's policies shall be available for each owner upon request. All Association insurance policies shall be available for inspection by owners upon request.

10.8 Waiver of Subrogation. If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against owners, the Association, or their respective servants, agents or guests, except for any claim based primarily upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

THE SIGNATURE PROVISIONS FOLLOW ON THE NEXT PAGE

Stoneywood Cove Community Association, Inc.

Pauline R. Person
Witness Signature

PAULINE RUTH PERSON
Printed Name

Sheena Bocas
Witness Signature

SHEENA BOCAS
Printed Name

Paul Piagneri
By: Paul Piagneri, President

STATE OF NEW YORK
COUNTY OF QUEENS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6th day of October, 2020, by Paul Piagneri, as President of Stoneywood Cove Community Association, Inc., a Florida corporation, on behalf of the corporation. The above-named person is personally known to me or has produced _____ as identification NYS # 866 723 161. If no type of identification is indicated, the above-named person is personally known to me.

Trupti S. Patel
Notary Public

TRUPTI S PATEL
Notary Public, State of New York
No. 01PA6214266
Qualified in Nassau County
Commission Expires December 7, 2021