

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

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT # 2021142644 5 PG(S)  
August 02, 2021 05:39:12 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL



**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 May 20, 2021.

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

(Additions indicated by underlining, deletions by ---, omitted, unaffected language by ...)

.....

**ARTICLE 1  
DEFINITIONS**

.....

1.12 "Lease" means the grant by a Townhome Owner of a right to occupy the owner's Townhome for valuable consideration. The term "rent" or "lease" are used interchangeably and shall include any lease, rental, occupancy, licensing, or similar agreement, written or otherwise, between an Owner and a person or entity permitting that person or entity to occupy the Owner's Townhome in return for the payment of a fee, gratuity or emolument, providing a service, or agreeing to a reciprocal occupancy with or to the Owner. Internet-based non-Owner occupancy arrangements made through services such as Airbnb are included in the definition of lease.

.....

**ARTICLE 11  
GENERAL COVENANTS AND USE RESTRICTIONS**

.....

**11.3 Leases**

A. **Notice.** An Owner intending to lease a his Living Unit must give the Association (or its designee) written notice of such intention at least thirty (30) days prior to the starting date of the proposed lease, together with the name and address of the proposed tenant, and other information about the tenant, or the lease, that the Association may reasonably require. Such 30-day notification shall also apply for a renewal or any extension of a lease, and any reference to a lease in this Article 11.3 shall include a renewal or extension of a lease.

B. **Failure to Provide Notice.** Upon failure of an Owner to comply with the provisions of Article 11.3.A, the Association may, in the sole discretion of the Association and in addition to all other remedies to which the Association may be entitled, treat the lease as a nullity, and the Association shall have the power to evict the tenant by summary proceedings without securing consent to such eviction from the Owner.

C. Limitation of Leasing by New Owners. Living Units acquired after the effective date of this amendment, which shall be the date the amendment is recorded in the public records, shall not be leased for a period of twelve (12) months following the acquisition of the Living Unit. The date of acquisition of a Living

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.

D. Term. No Owner shall lease less than his entire Living Unit or lease his Living Unit for a term less than thirty (30) days. No Living Unit shall be subject to more than four (4) different leases in any twelve (12) month period, regardless of the lease term. No subleasing or assignment of lease rights by the tenant is allowed. No time share or other similar arrangement is permitted. The Owner must make available to the tenant copies of the Governing Documents.

E. Occupancy. No person other than the tenant and tenant's his family within the first degree of relationship by blood, adoption, or marriage may occupy the Living Unit. For purposes of this Article 11.3.E "family" shall also include two people who are not married or related to each other by blood or adoption, but who customarily reside and live together. The Board, in its sole discretion, shall determine whether the two people who customarily reside and live together constitute a family for purposes of this Article 11.3.E.

F. Regulation by Association. Unless otherwise specifically provided to the contrary in this Declaration, all of the provisions of the Governing Documents shall be applicable and enforceable against any person occupying a Living Unit as a tenant to the same extent as against the Owner. The Association may require tenants to pay a security deposit to the Association to be held in an escrow account maintained by the Association to protect against damage to the Common Areas.

The Association shall have the authority to approve all leases. The Association shall have the authority to require the use of a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Association shall have the right to require background checks for the proposed tenants and may charge a fee for consideration of lease applications, which fee shall not exceed the maximum fee prescribed by law.

The Association shall have the authority to require the use of a uniform lease or lease addendum for the lease of a Living Unit. The lease of any Living Unit shall be deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of the Governing Documents. If a tenant fails to comply with the provisions of the Governing Documents, the Owner shall be responsible for the conduct of the tenant and shall take whatever action is necessary, including without limitation, the institution of eviction proceedings, to ensure compliance. The Association shall have the authority to act as agent of the Owner and take whatever action is necessary, including without limitation, the institution of eviction proceedings against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in conjunction with such action, from the Owner in the same manner as common expense charges.

G. Approval by the Association. In the event the Association requires that all proposed leases be approved by the Board or a committee designated by the Board ("Lease Review Committee"), upon receipt of all information and fees required by the Board or Lease Review Committee, the Board or Lease Review Committee shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval. If the lease is not approved or disapproved within such 30-day period, it shall be presumed that the lease is approved by the Board or Lease Review Committee. If the Board or Lease Review Committee disapproves a proposed lease, the Owner shall receive a short statement indicating the reason for the disapproval, and the Owner shall not enter into the lease with the proposed tenant. The Association shall have no duty to provide an alternate tenant, nor shall it assume any responsibility for the denial of a lease application, provided the reason for the disapproval is one of the following:

(1) The proposed tenant (which shall include all proposed occupants) has been designated by a court as a sexual predator or sexual offender, been convicted of the manufacture or distribution of a controlled substance as defined under the Federal Controlled Substances Act, or been convicted of a felony crime involving violence to persons or damage to property. For purposes of applying the foregoing factors, arrests shall not be considered, nor misdemeanor offenses, and the nature, severity and recency of the crime shall be considered as well as to what the convicted person has done since a conviction. The Association may disregard a conviction if the facts warrant it. ~~has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.~~

(2) The application for approval on its face, or the conduct of the Owner or proposed tenant, indicated that the proposed tenant intends to violate the provisions of the Governing Documents.

(3) The proposed tenant (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others, as evidenced by his conduct in other social organizations or associations, or by his conduct in this Community as a tenant, Owner, or occupant of a Living Unit.

(4) The proposed tenant has failed to timely provide the information, fees, or appearances required to process the application in a timely manner.

(5) All assessments and other charges against the Living Unit have not been paid in full.

(6) The proposed tenant makes a material misrepresentation during the application process.

.....

11.15 Parking and Storage of Vehicles. No vehicle shall be kept in violation of the following provisions. Except as set forth below, only non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked at the Community. Permitted vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, or convertible, and shall also include station wagons, mini-vans and vans equipped with windows all-round the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles, and pick-up trucks.

A. All other motor vehicles, including but not limited to commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, or exposed equipment or materials); trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans. (Pick-up trucks with no more than four (4) tires are permitted if not classified as a commercial vehicle as provided herein)); boats; campers; motorcycles; recreational vehicles (vehicles having either kitchen or bathroom facilities); trailers; motor homes; mobile homes; golf carts; Class 3 electric bicycles; and any and all other vehicles other than the aforescribed, shall be prohibited.

B. Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (i) service vehicles may be temporarily parked at the Community during the time they are actually servicing a Unit, but in no event overnight; and (ii) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Community when they are being actively loaded or unloaded, but in no event overnight unless approved by the Board.

C. The Board shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly.

D. No parking is permissible on the lawns or streets at any time, other than service vehicles and then only if necessary to service a Living Unit within the complex.

E. The Board is authorized to adopt special rules pertaining to electric vehicles, including but not limited to, rules to regulate charging, electrical usage, parking, and health and safety issues. The rules may require owners or users of electric motor vehicles to install and use, at owner or user expense, charging stations, a separate electric meter with electricity to be borne by the owner or user of the electric car, and measures to ensure cords and fumes are not a health or safety hazard. The Board may elect to install a central charging station and require owners or users of electric cars to use that charging station and pay for their share of the cost of installation, maintenance, repair, and electrical and other operating expenses.

F. Every permitted vehicle parked on the Community Property shall be and remain in operable conditions, current registration and be properly insured under the laws of their respective registration jurisdictions.

G. Any Unit Owner who is absent from the Unit and not parking his permitted vehicle in the assigned parking space may temporarily transfer the use of the assigned parking space to another Unit Owner during the absence from the Unit or inform the Community manager of the empty parking space so the Board can temporarily reassign to another Unit Owner during the absence.

H. Unassigned parking spaces are intended for the short-term parking requirements of guests of residents or of residents. These unassigned parking spaces are available on a first come – first served basis. The use of unassigned parking spaces by Owners and residents shall be subject to Rules and Regulations adopted by the Board and may be limited or restricted if necessary to provide sufficient parking areas for guests and vendors.

I. No vehicle exceeding the width or length of a parking space shall be parked in the parking space.

J. Tandem parking is prohibited.

K. No vehicle may be covered by a tarp, car cover, or other item.

L. Washing of vehicles shall be permitted only in areas designated for that purpose by the Board. Minor vehicle repair work for a period not to exceed four (4) hours is permitted in emergency cases (e. g. changing a tire or charging a battery) only provided the work area is cleaned immediately after repairs have been completed.

M. Any vehicle parked in violation of the provisions of this Section 11.15, or rules and regulations of the Association, may be towed by the Association in accordance with the provisions of Section 718.07, Florida Statutes, which requires prior notice to the owner of the vehicle either via posting in the Community or communication to the vehicle owner.

~~Except for service vehicles temporarily present on the property, owners and occupants of Townhomes may not park, store or keep on the property any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store, or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking area. Vehicles which are in wrecked, junked, partially dismantled, inoperative, or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the properties. Because guest parking may be limited in some areas, each owner is specifically cautioned that he and the other occupants of his Townhome may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the properties. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. Any vehicle parked in violation of Article is subject to being towed away at the owner's expense without further warning.~~

.....

Section 11.21 Drones. Drones (defined for purposes herein as a powered, unmanned, aerial vehicle that (1) uses aerodynamic forces to provide vehicle lift, (2) can fly autonomously or be piloted remotely, and (3) is designed to be recoverable), also referred to as "unmanned aerial vehicles" or an "unmanned aircraft system," shall not be permitted to be flown within the Community, unless such drone (a) is registered with the Federal Aviation Authority, to the extent required, (b) is operated by an individual duly licensed by the Federal Aviation Authority, to the extent required, (c) is only flown and utilized in accordance with Federal Aviation Authority and/or other applicable governmental requirements, (d) is flown within the Community in a manner not to interfere with an Owner's reasonable expectation of privacy with respect to such Owner's property, (e) is not utilized in any fashion to spy or otherwise peer into a Townhome, (f) is not utilized to harass any person with respect to private property or the Common Area, and (g) is utilized in a manner not to cause injury to person or property. The operator of such drone shall be solely responsible for any injury to person or property which results from use of such drone.

Section 11.22 Displays. Owners' rights to display religious and holiday signs, symbols, and decorations on their Lots of the kinds normally displayed in residential neighborhoods with homes of comparable type, quality, and price range to those in the Community shall not be further abridged, except that the Board may adopt rules and regulations to restrict, limit or otherwise address the time, place, size, number, and manner of displays and decorations. Displays or decorations may not exceed four (4) feet in height, including any pedestal, stand or table. Decorations and other holiday objects may be displayed no more than two (2) weeks before the holiday and must be removed within two (2) weeks after the holiday.

.....

[Signature]  
Witness Signature  
Teri Lennon  
Printed Name  
Rochelle Ashley  
Witness Signature  
Rochelle Ashley  
Printed Name

**Stoneywood Cove Community Association, Inc.**

[Signature] Vice President  
By: Mary Rogers Vice-President

STATE OF ~~NEW JERSEY~~ Florida  
COUNTY OF Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of June, 2021, by Mary Rodgers, as Vice-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 N/A as identification. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]  
Notary Public  
DEBBY S. BERRYHILL  
10-23-2021  
