

600 Rec

Amendments to the Declaration of Covenants

97059413

Englewood Isles Subdivision, Units 4, 5 and 6

Pursuant to Article 23 of the Declaration of Covenants for the Englewood Isles Subdivision, Units 4, 5 and 6, which Declaration is recorded at Official Records Book 2882, page 2118 et seq. of the Public Records of Sarasota County, Florida, the Board of Directors, by majority vote herewith amends the Declaration of Covenants by revising Article 22 and creating Articles 24 and 25, as follows:

22. REMEDIES FOR VIOLATIONS - In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a violation or breach of any condition, restriction or covenant herein contained shall give the Association, as well as any owner of property in the Subdivision, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions and covenants, and to prevent the violation or breach of any of them and the prevailing party in such action shall be entitled to recover, but not to be limited to its reasonable attorneys fees and costs. The invalidation by any Court of any restriction, condition or covenant, herein contained shall in no way affect any of the other restrictions, conditions or covenants but they shall remain in full force and effect.

24. COMMON EXPENSES - All costs and expenses that may be duly incurred by the Association through its Board of Directors in operating and carrying out its duties and responsibilities as provided by these Declarations of Covenants and its Articles of Incorporation and By-Laws shall constitute "Common Expenses" of the Association. Funds for the payment of common expense shall be collected by the Association through assessments against the Lots as more fully hereinafter set forth.

25. DELINQUENT ASSESSMENTS - Dues shall be levied annually and shall be due on the date of the annual meeting of the Association. Special assessments may also be levied as needed from time to time. Assessments shall be levied in the manner provided in the Association By-Laws. Any assessments which are not paid in thirty (30) days after the due date shall be subject to a one time late charge of ten (10) percent, or such other late charges as may be established by the Board of Directors, and shall bear interest from the due date until paid at the rate of eighteen (18) percent per annum, or at such rate as shall be established by the Board of Directors.

[a] OBLIGATION OF THE LOT OWNER - All assessments levied by the Board of Directors shall be the personal obligation of the lot owner against which assessments are levied, ownership being determined as of the date of such levy. If any such assessment is not paid within thirty (30) days after the same is due, then the Association may bring suit against the owner on his personal obligation, and there shall be added to the amount of such assessment the aforesaid late charge and interest and all costs and reasonable attorneys fees incurred by the Association in preparation for and in the bringing such action, including reasonable attorneys fees for appellate proceedings.

[b] ASSOCIATION LIEN RIGHTS - To provide an additional means to enforce collection of any assessment, the Association shall have a lien against each lot and all improvements thereon for all unpaid assessments together with interest, late charges, costs and reasonable attorneys fees as herein provided, such lien shall attach and become a charge on each lot and all improvements thereon upon the recording of a claim of Lien by the Association in the Sarasota County Public Records. In the event any assessment is not paid within thirty (30) days after the same is due, the Association shall have the right to file a claim of Lien. The lien may be enforced by the Association by foreclosure suit in the same manner as a mortgage foreclosure or such other manner as may be permitted by law. In the event the Association files a claim of Lien against any lot, the Association shall be entitled to recover from the owner of such lot, the late charge and interest as described in the aforesaid and all costs and reasonable attorneys fees incurred by the Association in preparation, filing and foreclosing the claim of Lien, including reasonable attorneys fees for appellate proceedings. All such late charges, interest, costs and attorneys fees shall be secured by the Lien of the Assessment.

IN WITNESS WHEREOF, The Englewood Isles Property Owners Association, Inc. has caused these presents to be signed in its name by its President and attested to by its Secretary, this 21st day of May, 1997

William Laak
William Laak, President
Fl. Dr. Lic. # L200-923-32-414-0

Betty Fee
Betty Fee, Secretary
Fl. Dr. Lic. # EA00-0822-055-0

RECORDED IN OFFICIAL RECORDS
MAY 27 PM 2:33
CLERK OF DISTRICT COURT
SARASOTA, FL

STATE OF FLORIDA
COUNTY OF SARASOTA

I hereby certify that on this 21st day of May, 1997, before me personally appeared William Laak and Betty Fee, respectively President and Secretary of the Englewood Isles Property Owners Association, Inc., a corporation under the laws of Florida, to be known to be the persons described in and who executed the foregoing and severally acknowledged the execution thereof to be their free act and as such officers, for the uses and purposes therein mentioned; and they affixed thereto their signatures as officers of said corporation, and said instrument is the act of said corporation.

WITNESS, my signature and official seal at Englewood, in the County of Sarasota, State of Florida, the day and year last aforesaid.

My commission expires:
Nov 18, 1998



Christine M. Dunbar
Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO W. WILLIAM LAAK 579 E. ENGLEWOOD, FL 34223

OFFICIAL RECORDS
BOOK 2973
PAGE 2721