

This instrument prepared by:
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CERTIFICATE OF AMENDMENT TO THE RESTATED DECLARATION OF RESTRICTIONS OF MELWOOD OAKS – PHASES I, IIA AND IIB

WHEREAS, the Restated Declaration of Restrictions of Melwood Oaks – Phases I, IIA, and IIB (the "DECLARATION") was recorded in Official Record Book 1412, Page 5225, in the Public Records of MANATEE COUNTY, FLORIDA, and

WHEREAS, the owners, as members of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC. (the "ASSOCIATION"), have found it necessary to amend the DECLARATION, and

NOW THEREFORE, the members of the ASSOCIATION voted to amend Article II, Section 14 of the DECLARATION as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

Article II, Section 14. Leasing. No lot or structure constructed thereon may be leased unless the entire lot and structure is leased to the same Tenant, and no part of a lot may be subleased. One lease per twelve month period is permitted. Each lease shall contain the agreement of the Tenant to comply with this Declaration and that the failure of the Tenant to do so abide shall give the Association the right to terminate such lease, remove the tenant, and hold the owner and Tenant jointly and severally liable for costs and damages the Association may incur, specifically including, but not limited to, all costs of maintaining such action, including all attorneys' fees, and if the lease does not so provide it shall be deemed to include such provision. Each tenant will be jointly and severally liable with the lot owner for any damages to the common areas or other injuries or damage caused by the acts, omissions or negligence of the tenants and those claiming by, through or under him. Such tenant shall likewise be liable jointly and severally with the lot owner for any special assessments levied against the lot arising out of matters occurring during the tenancy of such tenant. All leases shall be subordinate to any lien filed by the Association. Leases must be approved in accordance with Article VIII.

(a) An owner purchasing a Lot after the effective date of this amendment shall be prohibited from leasing the Lot until twenty-four (24) months ~~one (1) year~~ after the deed transferring title to the owner has recorded in the public records. This restriction applies to all owners taking title pursuant to a mortgage foreclosure sale or through deed in lieu of foreclosure, through tax deed, or through any other voluntary or involuntary transfer, except as may otherwise be specifically exempted herein. This ~~one-year~~ waiting period shall not apply to any Lot obtained by the Association through lien foreclosure or through deed in lieu of foreclosure, or to Lots inherited by family members of a deceased owner. This ~~one-year~~ waiting period shall not apply to owners that are active military personnel and who are deployed or otherwise assigned to military service at a location that requires the owner to relocate his or her residence during this period, and other occupants of the home relocate with the military personnel. Adequate documents of such deployment or reassignment must be presented to the Board of Directors for such exception to apply. If a Lot is leased to a

tenant at the time of a transfer, the owner is prohibited from entering into a new lease agreement for the Lot until twenty-four (24) months after the lease existing at the time of transfer expires or is terminated.

[the remainder of Article VIII remains unchanged]

CERTIFICATE OF AMENDMENT

The undersigned officer of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the community. The undersigned further certifies that this amendment was adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 15th day of May, 2024.

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.

Witnesses:

Signed: [Signature]
Print Name: Zachary Dickard
Address: 5374 Frivillia Rd
Sumata FL 34232

Signed by: [Signature]
Print Name and Title: Susan Barker HOA
President

Signed: [Signature]
Print Name: Cynthia Wakeley
Address: 5034 Frivillia Rd
Sumata FL 34232

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 15 day of May, 2024, by Susan Barker, as President of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC., who is personally known to me or has produced [Signature] as identification.

[Signature]
Notary Public, State of Florida

