

051 ✓
10.50

THIS INSTRUMENT PREPARED BY
AND RETURNED TO:
CHAD M. MCCLLENATHEN, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

97079412

OFFICIAL RECORDS
BOOK 2990
PAGE 2473

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF RESTRICTIONS
FOR
SINGLE FAMILY HOMES IN MUIRFIELD OF THE MEADOWS, UNIT IV**

The undersigned officers of Muirfield Heath Homeowners Association, Inc., a Florida not-for-profit corporation organized and existing to operate the Muirfield Heath subdivision, according to the Declaration of Restrictions thereof, as recorded in O.R. Book 1545, page 276, et seq., Public Records of Sarasota County, Florida, hereby certify that the following amendment to the Declaration was approved in writing by the owners of not less than sixty-six percent of the lots in the subdivision. The lot owner consents are on file in the Association office and will be maintained as part of the official records of the Association. The undersigned further certify that the amendment was proposed and adopted in accordance with the subdivision documentation, and applicable law.

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

18. **Lawns and Landscaping.** All lawns in the rear and side of each residence shall be extended to the pavement line or the lot line as the case might be. All lawns in the front of each residence shall extend to the pavement line even if same is beyond the lot line. Except for courtyards and private garden areas which shall be maintained by the homeowner, all such lawns and landscaping shall be maintained, mowed, and cared for in a first-class condition by Muirfield Heath Association. Provided however, that each lot owner shall be solely responsible for the maintenance, repair and replacement of the irrigation system servicing said lot and shall be solely responsible for adequate watering of the lawns subject to county regulatory orders. Further, each lot owner shall be solely responsible for the resodding of their lawn and the replacement of trees, shrubbery and landscaping.

20. **Maintenance and Repair By Muirfield Heath Association.** In the event that an owner of a lot in Muirfield Heath shall fail or refuse to maintain his residence, lot or other improvements situate on said lot (including, but not limited to periodic cleaning and fungicide treatment of roofs, and cleaning, painting maintenance of exterior surfaces, and structure), in full compliance with these Declaration of Restrictions, Muirfield Heath Association shall have the right to take remedial action to correct such deficiencies. In addition to all other rights and remedies, such right shall include the right of reasonable access to the lot and premises and such entry by Muirfield Heath Association and its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs, maintenance or actions taken to correct the deficiencies shall be chargeable to and paid by the lot owner to Muirfield Heath Association within thirty (30) days after submission of a bill therefor. In the event of the lot owner's failure or refusal to pay such expense, Muirfield Heath Association shall have the right to file a lien against the property. Said lien shall attach upon the recording of the Claim of Lien. If such lien is not paid within ten (10) days after the filing thereof, Muirfield Heath Association shall have the right to foreclose the same as provided in Paragraph 6 above.

22. **Enforcement.** These covenants and restrictions may be enforced by Developer, or its assigns, ~~Meadowood~~ or Muirfield Heath Association by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorney's fees.

The Board of Directors may levy a fine against a lot owner, not to exceed the maximum amount permitted by law, for each violation by the owner, or his or her tenants, guests or visitors, of the Declaration, Articles, By-Laws, or rules or regulations, and a separate fine for each repeat or continued violation, provided, however, written notice of the nature of the violation and an opportunity to attend a hearing shall be given prior to the levy of the initial fine. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Board of Directors shall have the authority to adopt rules, regulations and

policies to fully implement its fining authority.

The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration, Association Bylaws, or Association Rules which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be conducted before a panel of three (3) lot owners appointed by the Board, none of whom may then be serving as directors, officers or employees of the Association or be a spouse, parent, child, brother or sister of an officer, director or employee. If the panel, by majority vote which may be taken by secret ballot, does not agree with the fine, it may not be levied.

Dated this 2nd day of July, 1997.

MUIRFIELD HEATH HOMEOWNERS ASSOCIATION, INC.

William J. McNally
Witness Signature

William J. McNally
Printed Name

BY: *John Dwyer*
JOHN DWYER, PRESIDENT

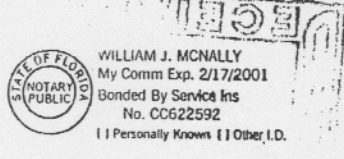
Paulette VanderGraaf
Witness Signature

PAULETTE VANDERGRAAF
Printed Name

BY: *Mary Pat McNally*
SECRETARY

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 2nd day of July, 1997 by JOHN DWYER, as President, and MARY PAT McNALLY, as Secretary of MUIRFIELD HEATH HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.



William J. McNally
Notary Public
Printed Name William J. McNally
State of Florida
My Commission Expires 2/17/2001

RECORDED IN OFFICIAL RECORDS
97 JUL 11 PM 12:24
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL