

Prepared by & Return to:
Telese L. Zuberer, Esq.
Icard | Merrill
2033 Main Street, Suite 600
Sarasota, FL 34237

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR UNIVERSITY PARK,**

RECITALS

WHEREAS, University Park Community Association, Inc., a Florida not-for-profit corporation (“Association”) has been established for the operation of University Park in accordance with the Declaration of Covenants, Conditions and Restrictions for University Park, recorded on January 17, 1992 in Official Records Book 1363 Page 0264 of the Public Records of Manatee County, Florida, as amended from time to time (“Declaration”);

WHEREAS, a Special Member Meeting was held on May 9, 2022, which meeting was duly noticed in accordance with Article 4 of the Bylaws of University Park Community Association, Inc. (“Bylaws”);

WHEREAS, amendments to Sections 2.7 and 2.8 of Article 2, Sections 3.9 and 3.10 of Article 3, Sections 6.10 and 6.11 of Article 6, Section 11.14 of Article 11 and Article 19 of the Declaration were submitted for approval at the Special Member Meeting at which a quorum of the Voting Members were present;

WHEREAS, the amendments to Sections 2.7 and 2.8 of Article 2, Sections 3.9 and 3.10 of Article 3, Sections 6.10 and 6.11 of Article 6, Section 11.14 of Article 11 and Article 19 of the Declaration were approved by at least two-thirds of the Association’s Class A membership voting rights (there are no Majority Owners) in accordance with Article 21 of the Declaration;

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendments to Sections 2.7 and 2.8 of Article 2, Sections 3.9 and 3.10 of Article 3, Sections 6.10 and 6.11 of Article 6, Section 11.14 of Article 11 and Article 19 of the Declaration as follows:

New language is indicated by underlined type.

Deleted language is indicated by ~~struck through type~~.

- I. A new Section 2.7 of Article 2 of the Declaration shall be added as follows:**

2.7 Resubdivision. Except as may be otherwise approved by the Association (which approval shall be set forth in an amendment to this Declaration executed by the Association and recorded in the Public Records), no Lot or contiguous group of Lots shall be resubdivided or replatted in any manner.

II. A new Section 2.8 of Article 2 of the Declaration shall be added as follows:

2.8 Combination of Lots. No home shall be constructed or permitted to remain on any site that does not include at least one platted Lot according to the plat of the Subdivision. Any Lot may be combined with contiguous Lots or parts thereof to form a single building site. Except as specifically set forth in this Declaration: (a) in the event that more than one Lot is developed as a building site, the provisions of this Declaration shall apply thereto as if it were a single Lot; provided, however, that the combination of two or more Lots, or parts thereof, shall not alter the liability of any such Lot for its share of any Assessments other than Individual Parcel Assessments; and (b) if a Lot is divided and the parts thereof added to other Lots, the share of such Lot for Assessments other than Individual Parcel Assessments shall be prorated among such other Lots on the basis of square footage.

III. A new Section 3.9 of Article 3 of the Declaration shall be added as follows:

3.9 Additional Roads. Notwithstanding any other provision of this Declaration, the Association shall have the right to construct other paved or unpaved roadways (including sidewalks, drainage facilities, street lighting, landscaping, and related improvements) over any portion of the Subdivision to provide access for the Lot Owners, the Community Owners of Parcels in other Neighborhoods as may be designated by the Association, and such other Persons as may be designated by the Association, subject to the following terms and conditions:

A. Upon construction of any roadway, the Association shall execute and record in the Public Records an amendment to this Declaration, which amendment shall designate the roadway as either a Community Road or a Neighborhood Road under the terms of this Declaration and shall further designate the Persons entitled to use the roadway.

B. No roadway shall be constructed by the Association over any Lot not owned by the Association.

IV. A new Section 3.10 of Article 3 of the Declaration shall be added as follows:

3.10 Required Installations. In addition to any required installation set forth in each Supplemental Declaration, the following installations shall be constructed with the home on each Lot at the Lot Owner's expense and thereafter shall be maintained in accordance with this Declaration and each Supplemental Declaration:

A. **Yard Light.** A natural gas lamppost light fixture shall be installed in the front yard of each Lot, in a location designated by the Association. The fixture shall be connected to

a natural gas supply line installed by the Association. Natural gas to illuminate the fixture shall be furnished by the Association as part of the Subdivision's Supplemental Neighborhood Expenses. The times for illuminating the fixtures shall be controlled by the Board, at its sole discretion.

B. Irrigation System. A lawn and landscaping irrigation system for each Lot shall be installed in accordance with the Architectural Criteria. The irrigation system shall be connected to an irrigation water supply line installed by the Association. Water for the irrigation system will be supplied by the Association as part of the Subdivision's Supplemental Neighborhood Expenses.

V. Section 6.10 of Article 6 of the Declaration shall be amended as follows:

6.10 Environmental Preservation Guidelines. The Association shall be responsible for implementing and carrying out the Environmental Preservation Guidelines. The costs of implementing and carrying out the Environmental Preservation Guidelines shall be included in the Community Expenses. The Environmental Preservation Guidelines shall include provisions for the maintenance, upkeep, and preservation of the Surfacewater Management System, wetlands, wetlands fringing hammocks, and all other environmentally sensitive or governmentally regulated areas within the Community. The Environmental Preservation Guidelines may also include applicable governmental requirements regarding the performance and monitoring of the Community's stormwater management system and other environmental conditions and requirements imposed by governmental authority having jurisdiction of the Community. In addition, the Environmental Preservation Guidelines shall also include the following management and preservation guidelines:

A. Integrated Pest Management Guidelines.

(1) Prevention of Pest Problems: (a) Use pest-resistant plant varieties for landscaping; (b) use plants adapted to site conditions; (c) use more native plants in landscaping; and (d) use slow-release fertilizers, avoid excessive fertilization and watering, and avoid mowing grass too low.

(2) Inspection for the Presence of Pests: Monitor the vegetation and site at frequent intervals to determine the presence of pests and pest predators.

(3) Make a Value Judgment: Determine whether the existing or potential pest damage warrants control measures or not.

(4) Use the Correct Pesticide/Herbicide in the Correct Fashion: (a) Use the least toxic and most environmentally safe product; (b) use a product which will cause the least harm to pest predators; and (c) submit an annual written inventory of all pesticides and herbicides used within the Subdivision to the Manatee County Environmental Action Commission.

(5) Use Higher Toxicity as a Last Resort: (a) Use higher toxicity products for spot treatments only after reading the label and following its directions, and with concern to safeguard the safety of humans and the environment; and (b) prior to identifying the product to use, contact the local experts such as the Soil Conservation Service, Agricultural Extension Agents, and/or retail nurseries to make sure the higher toxicity product is appropriate.

(6) Use Pesticide Only During Correct Weather Conditions: Use a pesticide during weather conditions which assure proper contact with the pests (i.e., avoid windy days or days preceding or directly following rain events).

(7) Continue Pest Inspection Program.

B. Wetlands Vegetation. Removal of native vegetation, including cattails, is prohibited within the wet detention ponds. Removal includes dredging, the application of herbicide, and cutting. Maintenance of the ponds shall include keeping structures free of any obstructions. Questions regarding authorized activities within the wet detention pond should be addressed by the Association to the Southwest Florida Water Management District ("SWFWMD"), Venice Permitting Department.

VI. A new Section 6.11 of Article 6 of the Declaration shall be added as follows:

6.11 Land Development Code. In addition to all other maintenance provisions set forth in this Declaration and any Supplemental Declaration, the Land Development Code provides for the following:

A. Any required plant material which dies shall be replaced with plant material of required variety and size within 30 days of its removal.

B. Understory growth and the natural function of landscaped areas shall be maintained.

C. If vegetation is not maintained in a healthy state or is not replaced within 30 days when necessary, Manatee County may commence enforcement action and issue citations pursuant to the Land Development Code.

VII. A new Section 11.14 of Article 11 of the Declaration shall be added as follows:

11.14 Common Neighborhood Restrictions. The following restrictions shall apply and are common to all Neighborhoods except Ascot, Kenwood Park and Notting Hill which shall instead be governed by the specific use restrictions set forth in their respective Supplemental Declarations:

A. Residential Use. Except as otherwise provided herein, the Lots may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, or profession may be conducted on

any part thereof, except that: (a) a Lot Owner may conduct a Home Occupation on his Lot, if the Home Occupation is permitted by the Land Development Code without special permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; is not accompanied by the display of any exterior sign; complies with all other provisions of this Declaration, the Rules and Regulations, and the Community Standards; and is otherwise approved by the Association; and (b) a Lot Owner and his agents may show his Lot and Improvements thereon for sale or lease.

B. Architectural Control. The home and all other Improvements constructed or installed upon a Lot shall comply with the Architectural Criteria.

C. Garages Required. No home shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two large-sized automobiles. All garages must have doors that are maintained in a useful, working condition and that are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

D. No Trailers or Temporary Buildings. Except as may be reasonably necessary for Construction Work, no tents, trailers, vans, shacks, or temporary accessory buildings or structures shall be erected or permitted to remain on any Lot or on the Subdivision's Neighborhood Common Areas without the written consent of the Association. Upon completion of any Construction Work, any of the foregoing items shall be promptly removed.

E. Water and Sewer. All homes shall use and be connected to the central water and sewerage system made available by the Association. No well shall be drilled or utilized on any Lot, and no septic tank shall be installed, used, or maintained on any Lot, without the prior written approval of the Association and the approval of any applicable governmental authority. The water supplied by the Association for each Lot's lawn and landscaping irrigation system may include Reclaimed Water and is not for human consumption.

F. Driveway Construction. Each home shall have a driveway of stable and permanent construction and shall be at least 16 feet in width at the entrance to the garage. All driveways must be constructed of materials as set forth in the Architectural Criteria. Where curbs or swales are required to be disturbed for construction of driveway entrances, such curbs or swales shall be restored to their original grade and condition by the Lot Owner. No portion of a driveway shall be located within five feet of the side line of any Lot without the approval of the Architecture and Landscape Committee.

G. Lampposts and Mailboxes. No lamppost, mailbox, paper box, or receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected on any Lot unless and until the size, location, and design of, and the type of material for, such lamppost, box, or receptacle shall have been approved by the Architecture and Landscape Committee. Either the Association or the Architecture and

Landscape Committee may require the use of standard lampposts and mailboxes by all homes in the Subdivision.

H. Landscaping. Not later than 30 days following completion of construction of a home upon a Lot, such Lot shall be sodded and landscaped in accordance with a landscaping plan as required by the Architectural Criteria and approved by the Architecture and Landscape Committee. Such landscaping plan shall comply with the requirements of this Declaration and, in addition, shall provide for the planting on the Lot of a minimum of five trees (or such lesser number as may be approved by the Architecture and Landscape Committee), each of which shall have a stem diameter of two and one-half inches or greater at 54 inches above the ground and be at least 12 feet in height. All lawns and landscaping shall extend to the pavement line in front of or adjacent to any home and to the normal water line for those Lots adjacent to lakes. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas shall be installed and maintained by the Lot Owner in good working order on each landscaped Lot.

I. Boats and Vehicles. No vehicle shall be parked in the Subdivision except on a paved driveway or inside a garage. No Restricted Vehicle shall be parked overnight in the Subdivision unless inside a garage. No maintenance or repair of any boat, watercraft, aircraft, or vehicle shall be permitted upon any Lot except within an enclosed garage. The restrictions on vehicles contained in this Article shall not apply to vehicles or trailers utilized by builders in connection with Construction Work in the Subdivision.

J. Roadways. Except as the Association may otherwise approve in writing, and except as may be denoted on the plat of the Subdivision, no Lot or any portion thereof shall be opened, dedicated, or used as a street, road, pathway, or other thoroughfare, whether public or private.

K. Signs. No sign of any kind shall be displayed on any Lot except as follows:

A. Individual, ornamental house number and name plates may be displayed, provided their size, color, design, and location is approved by the Architecture and Landscape Committee. Either the Association or the Architecture and Landscape Committee may require the use of standard house number and name signage.

B. During the course of construction of a home on a Lot, a construction sign not exceeding four square feet in size identifying the builder may be displayed on the Lot.

C. Other signs may be displayed if such signs are approved by the Association as to size, design, location, and content.

L. Trash. Lot Owners shall keep their Lots free of trash, refuse, junk, litter, and debris. Lot Owners shall place all garbage, trash, and other refuse in sanitary containers.

Containers shall not be placed along any Neighborhood Road or Community Road except on the morning scheduled for refuse collection. Containers shall be removed promptly, along with any debris, after collection. Either the Association or the Architecture and Landscape Committee may require the use of standard containers for the collection of garbage, trash, and other refuse.

M. Garage Sales. No garage sales, yard sales, or auctions shall be conducted on any Lot or on the Subdivision's Neighborhood Common Areas.

N. Solicitation. No Person shall distribute, post, or leave any paper, newspaper, brochure, leaflet, sample, item, or material on any lands, improvements, or vehicles within the Subdivision unless it is distributed, posted, or left: (a) on a Lot at the request of the Lot Owner or pursuant to prior written authorization of the Association, which authorization shall not be given in any instance for commercial advertising material; or (b) pursuant to rights accorded by law.

O. Storm Protection. In the event of hurricane or tropical storm watches or warnings, a Lot Owner may board up his home or install protective shutters, but such protective measures shall be promptly discontinued once the threat of storm ceases. **P. Riparian Matters.** No seawall, dock, boathouse, boat slip, davits, moorings, or piers shall be constructed upon or adjacent to any Lot. No Person shall swim in, operate any watercraft on, or otherwise use any portion of the Surfacewater Management System; provided, however, Lot Owners may fish in such portions of the Surfacewater Management System as may be designated for such purpose by the Association.

Q. Usage of Lots and Neighborhood Common Areas. No Lot Owner shall interfere with the use of another Lot by the Lot Owner, occupant, or Person entitled to the use thereof or make use of any part of the Subdivision's Neighborhood Common Areas in such a manner as to abridge the equal rights of the other Lot Owners to their use and enjoyment.

R. Fences. No dog runs, animal pens, or fences of any kind shall be permitted on any Lot except as approved by the Architecture and Landscape Committee in accordance with the Architectural Criteria. No fence shall be constructed within 35 feet of the Country Club Parcel.

S. Window Coverings. All windows on any home which are visible from the street, from other Lots, or from the Country Club Parcel shall have window coverings which have a white or off-white backing or which blend with the exterior color of the home, as determined in the sole discretion of the Architecture and Landscape Committee. Reflective window coverings are prohibited. No awnings, canopies, or shutters shall be permanently installed on the exterior of any home unless first approved by the Architecture and Landscape Committee.

T. Swimming Pools. In addition to the requirements of the Architectural Criteria, any swimming pool constructed on a Lot shall conform to the following requirements:

A. Composition shall be of a material thoroughly tested and accepted by the industry for such construction.

B. Any lighting of the pool or deck area shall be designed so as to buffer the surrounding homes from the lighting.

C. All pool equipment, such as pump and heater, shall be screened from view.

U. Screening of Equipment, Storage Tanks, Garbage Containers, and Clothes Drying Areas. All garbage or trash containers shall be located underground or placed within totally enclosed or screened areas. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless the area is completely shielded from public view by walls or fences. Such walls or fences must be attached to or adjoin the home, be compatible with the design and structure of the home, and not exceed six feet in height. Heating, ventilation, and air conditioning equipment located outside a home shall be similarly screened from view and buffered by walls so as to reduce the noise level resulting from operation thereof. Oil and gas storage tanks shall be underground. Electrical service meters, water treatment tanks, and water storage tanks shall be screened from view.

V. Solar Collectors. Other than solar collectors installed by the Association, no solar collectors shall be installed on any Lot without the prior written consent of the Architecture and Landscape Committee in accordance with the Architectural Criteria.

W. Unsightly Objects. No laundry, towels, blankets, garments, or unsightly objects shall be left or placed in any location on a Lot that is visible from the street, from other Lots, or from the Country Club Parcel.

X. Wetland Areas. Each Lot Owner, at the time of construction of a home or other improvements on his Lot, shall comply with the construction plans for the Surfacewater Management System pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD. No Lot Owner may construct or maintain any home or other Improvements on, or undertake or perform any activity in, any wetland, wetland buffer area, or upland conservation area described in any SWFWMD approved permit and plat of the Subdivision, unless prior approval is received from SWFWMD pursuant to Chapter 40D-4, Florida Administrative Code. Furthermore, except for activities permitted under the provisions of the Land Development Code, no development, as defined in the Land Development Code, shall occur in any area depicted on the plat of the Subdivision as a "wetland," "wetland buffer," "conservation area," or "conservation buffer."

Y. Variances. The Association hereby reserves the right, with respect to any Lot, to vary those conditions, restrictions, limitations, and agreements set forth in this Declaration and the Supplemental Declarations which refer to setback lines, square footage content, areas of improvement, easements, construction of improvements,

landscaping, and signs, and any such variance shall be evidenced by written instrument executed by the Association. Such variance shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots, and the same shall remain fully enforceable against all Lots other than the Lot where such variance is permitted.

XXXII. Article 19 of the Declaration shall be amended as follows:

ARTICLE 19
COMMUNITY SYSTEMS AND COMMUNITY SYSTEM SERVICES

19.1 Community Systems Ownership. ~~Except as otherwise provided by the terms of any Supplemental Declaration, Declarant~~ The Association reserves the ownership of all components of the Community Systems and the right to convey any of such components to the Association, a Neighborhood Association, a governmental authority, a utility or cable television company, or other Person as Declarant may deem appropriate.

19.2 Community System Services Contracts. ~~Declarant and the~~ The Association shall each have the right to enter into contracts for the provision of any of the Community System Services to the Lots, Neighborhoods and Parcels upon such terms as ~~Declarant or the Association, respectively,~~ shall deem, in its sole discretion, to be in the best interests of the Association and the Lot Owners. Any such contract, including any provision thereof requiring payment by the Association or any Lot Owner for the furnishing of any of the Community System Services pursuant to the contract, shall be binding upon the Association and the Lot Owners.

19.3 Cable Television. The Association, on behalf of the Lot Owners, has entered into an agreement with Comcast of Colorado/Florida/Michigan/New Mexico/Pennsylvania/Washington, LLC, a Colorado limited liability company ("Comcast") to provide broadband services to the Community, including but not limited to, multi-channel video, high speed data, and information and voice services ("Cable Television Agreement"). The cable system will be owned and controlled by Comcast, its successors and assigns. Title to each Lot shall be subject to, and all Lot Owners are bound by, the provisions of the Cable Television Agreement.

19.4 Irrigation Water. The Association reserves the sole right to control the use of water within all lakes and ponds comprising the Surfacewater Management System. No use of the water may be made by the Lot Owners without the Association's prior written consent. The main irrigation water supply lines within the Subdivision and all other equipment and components used for the withdrawal and distribution of irrigation water through the Subdivision will be owned and controlled by the Association. The Association shall have an easement over the Subdivision property for maintenance, repair and replacement of the lines, equipment and components of the irrigation water system.

All other Sections remain unchanged.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th
day of May, 2022.

WITNESSES:

UNIVERSITY PARK COMMUNITY
ASSOCIATION, INC., a Florida not-for-profit
corporation

Margaret V. Lowndes

By: Thomas A Christopher
THOMAS A CHRISTOPHER, President

Print Name: Margaret V. Lowndes

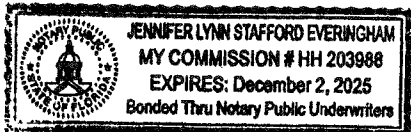
James C. Thompson Jr

Print Name: James C. Thompson Jr

(Seal of Corporation)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this 19th day of May, 2022 by
Thomas Christopher as President of University Park Community Association,
Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally
known to me of has produced _____ as identification.



Jennifer Everingham
Signature of person taking acknowledgement

Jennifer Everingham
Name typed, printed or stamped
Assistant Board Secretary
Title or rank

Serial number, if any

[SECOND SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 19th day of May, 2022.

WITNESSES:

UNIVERSITY PARK COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Margaret V Lowndes
Print Name: Margaret V. Lowndes

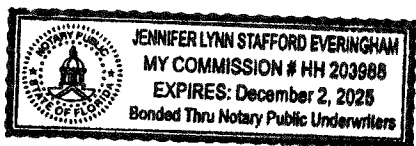
By: [Signature], Secretary
SECRETARY
Peter Conway

James C Thompson Jr.
Print Name: James C. Thompson Jr.

(Seal of Corporation)

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19th day of May, 2022 by Peter Conway as the Secretary of University Park Community Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me of has produced _____ as identification.



Jennifer Everingham
Signature of person taking acknowledgement

Jennifer Everingham
Name typed, printed or stamped
Assistant Board Secretary
Title or rank

Serial number, if any

Document #1540414