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 KAREN E. RUSHING
 CLERK OF CIRCUIT COURT
 SARASOTA COUNTY, FLORIDA
 KSCULLY Receipt#138805

SEVENTH AMENDMENT TO DECLARATION
 OF COVENANTS AND RESTRICTIONS OF
 LAKE OF THE WOODS OF
 JACARANDA HOMEOWNERS ASSOCIATION, INC.

WHEREAS, certain rights, interests, powers and benefits of Gulfstream Development Corp., a Florida corporation, as a developer or declarant were assigned to the undersigned, Taylor Woodrow Communities, a Florida general partnership, ("Declarant"), under that certain Assignment and Assumption of Developer's Rights, dated November 23, 1992, and recorded in Official Records Book 2455, Page 2345, of the Public Records of Sarasota County, Florida (the "Assignment"). Said Assignment includes, but is not limited to such rights, interests, powers and benefits as developer or declarant described under that certain Declaration of Covenants and Restrictions of Lake of the Woods recorded in Official Records Book 2141, Page 1075, as re-recorded in Official Records Book 2145, Page 2272, as amended in Official Records Book 2154, Page 2766, Official Records Book 2359, Page 2999, Official Records Book 2360, Page 1, Official Records Book 2363, Page 499, Official Records Book 2599, Page 1955, and Official Records Book 3067, Page 1600 all of the Public Records of Sarasota County, Florida, ("Declaration").

WHEREAS, Section 12.01 of the Declaration provides that the Declaration may be amended by the Declarant without the consent of the Association or any owner, so long as the Declarant appoints a majority of the directors of the Association; and

WHEREAS, the Declarant continues to appoint a majority of the directors of the Association; and

WHEREAS, Declarant desires to amend the Declaration to include certain additional restrictions regarding parking, and to provide for fines and/or suspension of use rights for violating the terms of the Declaration;

NOW THEREFORE, the undersigned hereby declares that the Declaration is hereby modified and amended as follows:

1. The following paragraph 10.7 is added to the Declaration as follows:

"In addition to the other rights and remedies of the Association set forth in this Article 10, the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests or invitees, or both, to use the Common Areas, and may charge reasonable fines, in the amounts set by the Board of Directors from time to time, against an Owner for failure of the Owner of the Lot, or its occupant, licensee, guest or invitee to comply with the provisions of this Declaration, the Articles, the Bylaws or the Rules adopted by the Association. Such fine shall not exceed the maximum amount, if any, set by Florida Statutes Section 617.305 for levying fines. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided however, no such fine in the aggregate shall exceed the greater of: (a) \$1,000.00 or (b) such higher limit that may be established from time to time by Florida Statutes. Once levied, if a fine is not paid within thirty (30) days, the Association shall be entitled to collect such fine(s) in the same manner as collecting assessments, including but not limited to placing a claim of lien on the Owner's Lot. No such fine or suspension shall be levied against an owner, his occupant, guest, licensee or invitee until:

(a) The party against whom the fine or suspension is sought shall be afforded an opportunity for a hearing before a committee in accordance with Florida Statutes Section 617.305 after notice of not less than fourteen (14) days, which notice shall include:

- (1) a statement of the date, time and place of the hearing;
- (2) a statement of the provisions of the Declaration, Bylaws, Articles or Rules

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which have been allegedly violated; and

(3) a short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine or suspension is sought 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.

Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park."

Except as amended hereby, all remaining terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment to Declaration of Covenants and Restrictions this 17 day of June, 1999.

Witnesses:

TAYLOR WOODROW COMMUNITIES,
a Florida general partnership

By: TAYLOR WOODROW HOMES
FLORIDA, INC., a Florida
corporation, as general partner

[Handwritten Signature]
* Ruth C. Bentley
(*Print Name of Witness)

By: *[Handwritten Signature]*
As its President

[Handwritten Signature]
* Michael T. Miller
(*Print Name of Witness)

By: MONARCH HOMES OF FLORIDA,
INC., a Florida corporation
as general partner

[Handwritten Signature]
* Ruth C. Bentley
(*Print Name of Witness)

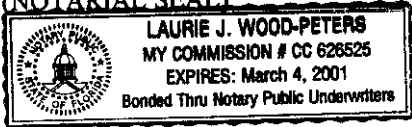
By: *[Handwritten Signature]*
As its President

[Handwritten Signature]
* Michael T. Miller
(*Print Name of Witness)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of June, 1999, by John L. Reselli, as President of TAYLOR WOODROW HOMES FLORIDA, INC., a Florida corporation, as general partner of TAYLOR WOODROW COMMUNITIES, a Florida general partnership, on behalf of said partnership, who is personally known to me ~~or produced~~ as identification and who did not take an oath.

(NOTARIAL SEAL)



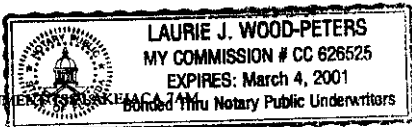
Laurie J. Wood-Peters
* Laurie J. Wood-Peters

*(Print Name of Notary Public)
Notary Public - State of Florida
My Commission Expires _____
Commission Number _____

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 18th day of June, 1999, by John L. Reselli, as President of MONARCH HOMES OF FLORIDA, INC., a Florida corporation, as general partner of TAYLOR WOODROW COMMUNITIES, a Florida general partnership, on behalf of said partnership, who is personally known to me ~~or produced~~ as identification and who did not take an oath.

(NOTARIAL SEAL)



Laurie J. Wood-Peters
* Laurie J. Wood-Peters

*(Print Name of Notary Public)
Notary Public - State of Florida
My Commission Expires _____
Commission Number _____

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