

SECOND AMENDMENT TO DECLARATION OF COVENANTS
AND RESTRICTIONS OF ASHLEY OAKS

12.50
Made this 12th day of ~~November, 1996~~ ^{FEBRUARY, 1997}, by ASHLEY OAKS DEVELOPMENT CORPORATION, a Florida corporation, as DECLARANT and hereinafter referred to as DECLARANT.

WHEREAS, DECLARANT executed the DECLARATION of Covenants and Restrictions of Ashley Oaks and recorded same in O.R. Book 2821, page 1480, Public Records of Sarasota County, Florida; and

WHEREAS, DECLARANT executed a First Amendment to the DECLARATION and recorded same in O.R. Book 2844, page 2382, Public Records of Sarasota County, Florida; and

WHEREAS, DECLARANT is the owner of ²⁴~~25~~ of the 26 LOTS within the SUBJECT PROPERTY; and

WHEREAS, DECLARANT has the authority to amend the DECLARATION and desires to amend same as hereinafter set forth;

NOW THEREFORE, DECLARANT hereby amends in their entirety paragraphs 9.03, 9.14, 9.22 and 10.03 of the DECLARATION to now read as follows:

9.03 Leasing. All leases of a UNIT shall be in writing and shall be specifically subject to this DECLARATION, the ARTICLES and the BYLAWS, and copies shall be delivered to the ASSOCIATION prior to occupancy by the tenant(s). The ASSOCIATION may establish rules and regulations governing the leasing of UNITS, including procedures for applying to the ASSOCIATION for approval and the assessment of a reasonable charge for processing applications. Provided, however, notwithstanding anything to the contrary, approvals of applications shall not be unreasonably withheld. Without limiting the generality of the foregoing, no lease shall be for a period of less than one (1) year without the prior written consent of the ASSOCIATION, which may be withheld in the ASSOCIATION's sole discretion. Any person(s) occupying a UNIT in the absence of the OWNER shall be deemed occupying the UNIT pursuant to a lease, regardless of the presence or absence of consideration with respect to the occupancy. Notwithstanding the foregoing, an OWNER may permit members of his immediate family to occupy his UNIT as a guest in his absence for periods of less than one (1) year, provided the BOARD is given prior written notice of such occupancy.

9.14 Outside Antennas. Each UNIT shall be allowed to have one (1) outside direct signal receiving dish not to exceed eighteen (18) inches in diameter, provided that the dish shall not be located on any part of the roof facing the street, and further provided that the exact location of the dish must be approved in advance by the ASSOCIATION. No other outside antennas or signal receiving dishes of any kind are permitted.

9.22 Transfer of Ownership of UNITS. Notwithstanding anything to the contrary in this DECLARATION, the ARTICLES or BYLAWS, the transfer of ownership of LOTS and UNITS shall be subject to a right of first refusal in favor of the ASSOCIATION. The ASSOCIATION shall establish procedures for the submission of contracts for sale and for giving notice to the Seller of the ASSOCIATION'S decision to either exercise or not exercise its right of first refusal. The ASSOCIATION may establish additional procedures to insure the orderly transfer of LOTS and UNITS and may assess a reasonable charge in connection therewith.

10.03 Amendments by DECLARANT. As long as the DECLARANT owns any LOTS for sale in the ordinary course of business, the DECLARANT reserves the right to amend this Declaration and its recorded exhibits for any reasonable purpose. The number of LOTS may be changed. Said amendments may be made and executed solely by the DECLARANT and recorded in the Public Records of Sarasota County, Florida, without any requirement of securing the consent of any OWNER, the ASSOCIATION, or the holder of any lien encumbering a LOT or residence. Such amendments shall not adversely affect the lien or priority of any institutional mortgage recorded prior to the amendment. Provided further

that such amendments shall not substantially alter the rights and responsibilities of the OWNERS and shall not have a substantially adverse effect upon the value of any LOTS or UNITS.

IN WITNESS WHEREOF, DECLARANT has executed this SECOND AMENDMENT to DECLARATION this 12 day of ~~November~~, 1997.
February

WITNESSES:

[Signature]

[Signature]

ASHLEY OAKS DEVELOPMENT CORPORATION, a Florida Corporation

BY: *[Signature]*

JAMES E. MARQUA, Its President

STATE OF FLORIDA
COUNTY OF SARASOTA

February The foregoing instrument was acknowledged before me this 12th day of ~~November~~, 1997, by JAMES E. MARQUA, President of ASHLEY OAKS DEVELOPMENT CORPORATION, INC., a Florida corporation, on behalf of the corporation.

[Signature]

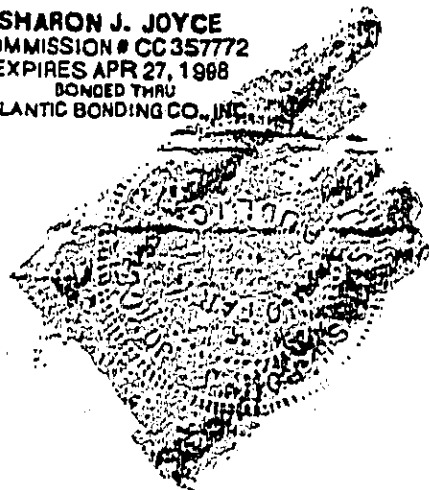
Notary Public, State of Florida

Personally known X [Or] ID Produced _____
Type of ID Produced _____

317
This instrument prepared by:
THOMAS R. TJADEN, ESQUIRE
Anderson, Morgan & Tjaden, P.A.
8075 S. Beneva Road, Suite 6
Sarasota, Florida 34238



SHARON J. JOYCE
COMMISSION # CC 357772
EXPIRES APR 27, 1988
BONDED THRU
ATLANTIC BONDING CO., INC.



RECORDED IN OFFICIAL RECORDS
97 MAR 18 PM 12:40
CLERK OF COUNTY COURT
SARASOTA COUNTY, FL