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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2867729

Instrument prepared by
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**CERTIFICATE OF AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
ANTIGUA AT WELLEN PARK
AND
BYLAWS OF ANTIGUA AT WELLEN PARK HOMEOWNERS ASSOCIATION, INC.**

THESE AMENDMENTS are made this 24 day of May, 2022, by Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership ("Declarant"), to the Declaration of Covenants, Conditions, and Restrictions for Antigua at Wellen Park and the Bylaws of Antigua at Well Park Homeowners Association, Inc.

WHEREAS, the original Declaration is recorded at Instrument Number 2022054745, and as may have been subsequently amended, of the Official Records of Sarasota County, Florida ("Declaration"); and

WHEREAS, the original Bylaws of Antigua at Wellen Park Homeowners Association, Inc., are attached as Exhibit "C" to the Declaration recorded at Instrument Number 2022054745, on Page 54 of the recorded instrument; and

WHEREAS, pursuant to Section 17.10 of the Declaration, the Declarant reserved the unilateral right, in its sole discretion, by an instrument filed of record, to unilaterally modify, enlarge, amend, waive, or add to the covenants, conditions, restrictions and other provisions of the Declaration, and any recorded Exhibit thereto, until such time as Declarant no longer holds any property for sale in the ordinary course of business within the Community; and

WHEREAS, pursuant to Section 9.3 of the Bylaws, as long as Declarant membership exists, the Board of Directors, by majority vote, may unilaterally amend the Bylaws in any manner which it deems advisable, and such amendments shall not require consent of the Members; and

WHEREAS, Declarant still holds property for sale in the ordinary course of business within in the Community and is desirous of amending the Declaration and the Bylaws.

NOW THEREFORE, pursuant to the reserved rights recited above, the Declarant hereby amends the Declaration as set forth on the attached Exhibit "A" and amends the Bylaws as set forth on the attached Exhibit "B".

Signed, sealed, and delivered
in our presence (2 witnesses):

Sign:

Print:

Sign:

Print:

MANASOTA BEACH RANCHLANDS, LLLP
a Florida limited liability limited partnership

By:

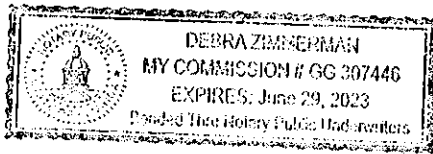
Print:

Title:

STATE OF FLORIDA
COUNTY OF Sarasota

THE FOREGOING INSTRUMENT was acknowledged before me, by means of (check one) ☒ physical presence OR ☐ online notarization, this 25 day of May, 2022, by Richard Severance [name], as VP [title] of Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, on behalf of the company, who is personally known to me.

(Notary Seal/Stamp)



Notary Public

Sign:

Debra Zimmerman

Print:

Debra Zimmerman

EXHIBIT "A"

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR ANTIGUA AT WELLEN PARK

The Declaration of Covenants, Conditions, and Restrictions for Antigua at Wellen Park shall be amended as follows:

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

Amendment 1:

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded Exhibits, unless the context clearly requires another meaning:

Sections 1.1 through 1.4 remain unchanged.

1.5 "Builder" means AG EHC II (LEN) MULTI STATE I, LLC, a Delaware limited liability company, and its successors and assigns, and any person or entity that purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person or entity's business, provided that for any Builder other than AG EHC II (LEN) MULTI STATE I, LLC, a Delaware limited liability company, and its successors and assigns, the Declarant shall designate the status of "Builder" and assign the rights of such Builder in a written instrument. The Owner of a Lot shall not, solely by virtue of having purchased a Lot, be deemed a Builder or a successor or assignee of the development rights of a Builder, or of the Declarant for the purposes of this Section 1.5, unless an instrument of assignment or conveyance expressly so states.

Sections 1.6 through 1.9 remain unchanged.

1.10 "Declarant" means Manasota Beach Ranchlands, LLLP, a Florida limited liability limited partnership, its successors, grantees or assigns or any other entity to which the Declarant specifically assigns any or all of the declarant rights it may have under this Declaration to develop part or all of Antigua at Wellen Park, regardless of whether Declarant owns any of the Lots.

Sections 1.11 through 1.34 remain unchanged.

Amendment 2:

4. MEMBERSHIP; VOTING RIGHTS. Every Owner of record legal title to a Lot or Living Unit within Antigua at Wellen Park shall be a Member of the Association as further defined in Section 4.1 below. The Declarant shall hold Declarant membership as provided for in Section 4.1(B) below. Except for Declarant, Membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration,

and in the Articles of Incorporation and Bylaws of the Association.

4.1 Classes of Membership. The Association will initially have two (2) classes of voting membership.

Subsection 4.1(A) remains unchanged.

(B) Declarant Member or Class "B" Member. The Declarant shall be a voting Member for each Lot or Living Unit it owns or intends to hold for sale. Declarant membership and voting rights shall cease to exist at the Turnover Meeting described in Section 7.2 of the Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor developer, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor developer, whether or not said successor owns Lots at the time of the transfer.

4.2 Voting.

Subsection 4.2(A) remains unchanged.

(B) Class "B". The sole Class "B" Member shall be the Declarant. Until the Class "B" membership expires or is terminated, the Class "B" Member shall have the right appoint a majority of the members of the Board of Directors as specified in the Bylaws. Additional rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the Bylaws, and the Articles, are specified in the relevant sections of this Declaration, the Bylaws, and the Articles. The Class "B" Member shall have the number of votes in all matters equal to the total combined votes of the other classes of members, plus 100 votes until the Class "B" membership expires or is terminated. The Class "B" membership shall terminate upon the earlier of:

1. Three months after ninety percent (90%) of the maximum number of residential dwelling units which may be created and developed as part of the Properties, have been constructed and conveyed to Class "A" Members other than Declarant, Builders, contractors, or others that purchase a parcel for the purpose of constructing improvements thereon for resale, as designated by the Declarant; or

Subsection 4.2(B)2 remains unchanged.

Subsection 4.2(C) remains unchanged.

Sections 4.3 through 4.5 remain unchanged.

Amendment 3:

6. ARCHITECTURAL AND AESTHETIC CONTROL.

Sections 6.1 through 6.5 remain unchanged.

6.6 Declarant's Rights. Declarant shall be exempt from any design review, procedure, or requirement of the ARC. Until 100% of the property described on Exhibit "A" has been developed and

conveyed to Owners other than the Declarant, Builders, contractors, or others purchasing a parcel for the purpose of constructing improvements thereon for resale, the Declarant shall have the exclusive right to exercise design review under this Section. The rights reserved to Declarant under this Section shall continue so long as Declarant owns or is offering for sale any portion of the Properties or any real property adjacent to the Properties, unless earlier terminated in a written instrument executed by Declarant and recorded in the public records. Upon such time as Declarant no longer owns or is offering for sale any portion of the Properties or any real property adjacent to the Properties, the Association shall automatically inure to the powers and rights of Declarant under this Section 6. The Declarant may, in its sole discretion, designate one or more persons from time to time to act on its behalf in reviewing applications hereunder. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that, as the developer of the Properties and ~~as~~ or an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve its reputation and do not impair the Declarant's ability to market its property. Therefore, each Owner covenants and agrees that no activity within the scope of this Section ("Work") shall be commenced on such Owner's Living Unit unless and until the Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the Declarant's or its designee's sole and absolute discretion. In reviewing and acting upon any request for approval Declarant and its designee shall owe no duty to any other person.

Sections 6.7 through 6.9 remain unchanged.

Amendment 4:

8. COMMON AREAS AND LOTS; CONVEYANCE, USE, AND MAINTENANCE.

Section 8.1 remains unchanged.

8.2 Conveyance and Use. Declarant ~~will~~ may initially hold or acquire the legal title to the Common Areas. Not later than ninety (90) days after the date when the Members first appoint a majority of the Board of Directors, the Declarant shall convey the Common Areas to the Association by quit claim deed, and the Association shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Declarant may, however, convey title at any earlier time the Declarant chooses. Commencing with the date this Declaration is recorded in the public records of the County, the Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant as Common Areas. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

Subsections 8.2(A) and 8.2(B) remain unchanged.

Sections 8.3 through 8.9 remain unchanged.

Amendment 5:

9. ASSESSMENTS.

Sections 9.1 through 9.15 remain unchanged.

9.16 Exempt Transfers. Notwithstanding the above, no resale capital contribution shall be levied upon transfer of title to a Living Unit:

(A) By the Declarant to the initial Owner;

(B) By an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee;

(C) By an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee; ~~and~~

(D) Of an undivided interest in a Living Unit by the Owner thereof to any then existing co-Owner(s) of such Living Unit; ~~or~~

(E) To an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage; or

(F) By an Owner or Declarant to Declarant or Builder.

Section 9.17 remains unchanged.

Amendment 6:

15. RIGHTS OF DECLARANT. In addition to those provided elsewhere in the Governing Documents, the Declarant shall have the following rights and privileges:

15.1 Sales Activity. While one or more Lots or Living Units are for sale in the ordinary course of business, whether or not owned by the Declarant, the Declarant shall have the right to use those Lots or Living Units and the Common Areas or Neighborhood Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community including temporary trailers or other structures used for sales marketing, or construction purposes. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Common Areas, as applicable, to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of the Community. No Owner or Neighborhood Association may interfere with, or do anything detrimental to, the Declarant's sales efforts.

Sections 15.2 through 15.6 remain unchanged.

15.7 Appointment of Directors. As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Board of Directors of the Association, provided, however, that Members other than the Declarant are entitled to elect at least one Director of the Association (but not a majority of the Directors of the Board) once 50% percent of the Lots, Living Units and parcels in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members other

than the Declarant, Builders, contractors or others that purchase a parcel for the purpose of constructing improvements thereon for resale. Declarant shall have the right to appoint at least one Director until the time specified in Section 7.4 of the Bylaws.

Sections 15.8 and 15.9 remain unchanged.

Amendment 7:

17. DURATION OF COVENANTS; AMENDMENT.

Sections 17.1 through 17.8 remain unchanged.

17.9 Amendment of Provision Relating to Declarant. As long as a Declarant holds any Lot or Living Unit for sale in the ordinary course of business, whether or not owned by the Declarant, no amendment shall have the effect of changing any provision relating specifically to the Declarant without its written consent.

Sections 17.10 through 17.12 remain unchanged.

EXHIBIT "B"

AMENDMENT TO BYLAWS OF ANTIGUA AT WELLEN PARK HOMEOWNERS ASSOCIATION, INC.

The Bylaws of Antigua at Wellen Park Homeowners Association, Inc., shall be amended as follows:

Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.

* * * * *

7. TURNOVER OF CONTROL OF ASSOCIATION.

7.1 Time of Turnover. Turnover of control of the Association occurs when the Class A Members are first entitled to elect a majority of the Directors of the Association. Class A Members shall be entitled to assume control of the Association by electing a majority of the Board of Directors not later than ninety (90) days after the conveyance of title, to owners other than Declarant, Builders, contractors, or others purchasing a parcel for the purpose of constructing improvements thereon for resale, of at least ninety percent (90%) of all Lots or Living Units that will ultimately be operated by the Association. The election shall occur at a meeting of the Members (the "Turnover Meeting").

Sections 7.2 and 7.3 remain unchanged.

7.4 Declarant Representative. The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units in the Community, whether or not said Lots are owned by the Declarant. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting a majority of the Directors.

Section 7.5 remains unchanged.