

Prepared By and Return to:
Michael W. Cochran, Esq.
Law Offices of Wells | Olah, P.A.
1800 Second Street, Suite 808
Sarasota, FL 34236
Telephone: (941) 366-9191



CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
AND
BYLAWS
FOR KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, and Restrictions of KEYWAY PLACE and the Bylaws of KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC. (which Declaration and Bylaw are originally recorded at Official Records Instrument #2014069224, of the Public Records of Sarasota County, Florida) (herein, the "Association") were approved and adopted at the annual membership meeting of the Association held on December 28, 2018 and continued to February 28, 2019, by the affirmative vote of not less than two-thirds (2/3) of a majority of the total voting interests in the Association as required by Article XVI of the Declaration of Covenants and by the affirmative vote of not less than a majority of the total voting interests in the Association as required by Article VIII of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 8th day of March, 2019.

Signed, sealed and delivered:
in the presence of:

sign Beth McKenzie
print Beth McKenzie

sign _____
print _____

KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC.

By: John Dupont
John Dupont, President

Attest: _____
Rod Nester, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 8th day of March, 2019, by John Dupont, as President of Keyway Place Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced drivers license as identification.

NOTARY PUBLIC

sign Beth McKenzie
print Beth McKenzie

State of Florida (Seal)

My Commission Expires: July 26, 2019



BETH MCKENZIE
Commission #FF 903599
My Commission Expires
July 26, 2019

Beth McKenzie

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DATED this ____ day of _____, 2019.

Signed, sealed and delivered:
in the presence of:

KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC.

sign _____
print _____

By: _____
John Dupont, President

sign Stephen L. Ades
print Stephen L. Ades

Attest: Rod Nester
Rod Nester, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by John Dupont, as President of Keyway Place Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign _____

print _____

State of Florida (Seal)
My Commission Expires:

AMENDMENTS

**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR KEYWAY PLACE**

AND

**BYLAWS OF
KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC.**

[Additions are indicated by underline; deletions by ~~strike-through~~]

A. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR KEYWAY PLACE

Article I: Definitions and Construction

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1.7 "By-Laws" means the By-Laws of the Association as may be amended from time to time. A copy of the original By-Laws is attached as Exhibit C hereto. Any future amendments to the original By-Laws ~~need not~~ shall be recorded in the public records of the County.

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Article III. Property Rights, Easements and Restrictions

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3.12.1.4 Irrigation

~~3.12.1.4.1 Each Lot shall be required to have an automated lawn irrigation system with automated timers (the "Lot Irrigation System"). The Lot Irrigation System shall be maintained and repaired by the Association, including any well(s) and pump(s) associated with the Lot Irrigation System. The automated timers installed on the exterior of each Home shall be maintained and operated by the Association and no Lot Owner shall disable or adjust the automated timers, such right being reserved to the Association. The Association shall have the right to install a lock box on the automated timers. In the event any Lot Owner violates the provisions of this section 3.12.1.4 and the landscaping on their Lot is damaged as a result of such actions, the Lot Owner shall be solely responsible for the cost to repair any such damage.~~

~~3.12.1.4.2 It shall be the responsibility of each Lot Owner at the time of construction of a building, residence or structure, to comply with the requirements, if any, of the County's Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed now or in the future. If a reclaimed effluent irrigation system is installed now or in the future, the Association reserves the right to construct such system via one master meter, in which case the Association shall pay the charges for reclaimed water. If required by the County, each Lot Owner shall install an effluent meter, backflow preventer and such other equipment required for connection to the Lot Irrigation System.~~

~~3.12.1.4.3 For so long as Declarant and its successors and assigns owns any real property in or adjacent to the Community, no amendment or modification to this Section shall be effective without the express prior written consent of Declarant or its successors or assigns.~~

Keyway Place Homeowners Association Inc. manages and maintains the entirety of the Keyway Place irrigation system.

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3.12.2.10 Front Porch and Garage. The front porch and garage of any Home shall not be enclosed with permanent or temporary screening without the prior written approval of the ARC.

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3.12.2.11 Doors. No exterior front door on a home shall have a screen door without the prior written approval of the ARC.

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Article IV: Architectural Control

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4.1 ARC Guidelines. The Board of Directors ARC has adopted, and shall adopt and amend from time to time, restrictions and guidelines that shall apply to each and every Lot and Home now or hereafter located on a Lot within the Community, which restrictions and guidelines may change from time to time ("ARC Guidelines"). Lot Owners may contact the Association to obtain a copy of the ARC Guidelines.

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Article VI: Rights and Obligations of the Association

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~~6.1.6 The Association shall mow, blow, trim and edge the grass areas on each Lot (on a bi-weekly basis other than during the winter months when such work shall be performed on a monthly basis), the cost of which shall be included as part of the General Lot Assessments. Additionally, the Association will (i) fertilize the grass and treat for weeds quarterly, and (ii) weed plant beds and trim plant materials on a bi-weekly basis other than during the winter months when such work shall be performed on a monthly basis, the cost of which shall be part of the General Lot Assessments. The Association shall have no responsibility for and each Lot Owner is responsible for replacement of grass, plant materials, mulch and annuals. There are hereby reserved to the Association easements over the Community and its Lots as necessary to enable the Association to fulfill such responsibilities. In the event a Lot Owner elects to fence all or any part of its Lot, the Association shall be relieved of all obligation to maintain landscaping in the fenced areas and the Lot Owner shall be fully responsible for same. In addition to the foregoing, the Association's obligations to maintain and replace the landscaping on any Lot shall only extend to the landscaping initially installed by the Declarant (as subsequently replaced by the Association) and the Association shall have no responsibility to maintain or replace any additional trees, flowers, plants or additional landscaping installed by the Lot Owner, said additional trees, flowers, plants and landscaping to be maintained and replaced by the Lot Owner. No amendment to this paragraph shall be effective without the express prior written consent of Declarant.~~

The Association shall mow, blow, trim and edge the grass areas on each Lot, the cost of which shall be included as part of the General Lot Assessments. Additionally, the Association will (i) fertilize the grass and treat for weeds quarterly, and (ii) weed plant beds and trim plant materials, the cost of which shall be part of the General Lot

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B. BYLAWS OF KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I Name and Location

The name of the corporation is KEYWAY PLACE HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be ~~9426 Camden Field Parkway, Riverview, Florida 33578~~ 228 Ponce de Leon, Venice, Florida, 34285. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

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ARTICLE III Meeting of Members

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Section 3. Special Meetings. Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having ~~4/10~~ 20% of the votes of the total Class A membership.

...

Section 5. Quorum. Members present in person or represented by proxy, entitled to cast at least ~~40%~~ 30% of the total voting interests in the Association, shall constitute a quorum.

Section 9. Voting. ~~The Association shall have two (2) classes of voting membership: Class A, and Class B. So long as there is Class B membership, Class A Members are all Lot Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided below, the Class A Members are all Lot Owners including Declarant so long as such Declarant is a Lot Owner. All Class A Members are entitled to cast one (1) vote for each Lot owned. Prior to termination of Class B Membership and the Transfer of Control described in Section 5.4 of the Declaration, the Class B Member shall be entitled to three (3) votes for each Lot~~

~~owned. As provided in the Articles of Incorporation, the Class B Member is entitled to appoint the Association's directors until termination of Class B membership.~~

If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entirety, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

ARTICLE IV Directors

Section 1. Board of Directors. ~~Until transfer of control of the Association from the Declarant to the non-Declarant owners, the affairs of the Association shall be managed by a Board of three (3) directors. A director must be a Member except that the directors elected by the Class B Members need not be Members and may be the officers and/or employees of Declarant. There shall be at all times a minimum of three (3) five (5) directors.~~

Section 2. Election of Directors.

- (a) Election of directors shall be held at the annual Members' meeting.
- (b) The election of directors ~~to be elected by the Class A Members~~ shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the ~~Class A~~ votes cast. There shall be no cumulative voting.
- (c) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.
- (d) Any directors elected by ~~Class A~~ the Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.
- (e) ~~Notwithstanding the foregoing, the Board shall be elected solely by Class B Members as long as there are Class B Members, with the exception that one director may be elected by the Class A Members after 50% of the Lots have been conveyed to Class A Members.~~
- (e) Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act

~~Section 3. Term of Office. Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein. Reserved~~

~~Section 4. Composition of the Board of Directors. In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by the Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.~~

~~At the meeting of the Members at which transfer of control of the Association to the non Declarant Members occurs, three (3) directors shall be elected. The director receiving the highest number of votes shall be elected to a three (3) year term, the director receiving the next highest number of votes shall be elected to a two (2) year term, and the third director shall be elected to a one (1) year term. A term of office shall be deemed to be concluded at the annual meeting of the Members of the Association following or in connection with expiration of the specific term of years. Following the initial election of non-Declarant Members as provided above, subsequent elections to the Board shall be for a two (2) year term of office, unless otherwise provided herein. All officers of a corporation owning a Lot shall be deemed to be Members of the Association so as to qualify each to become a director hereof. If necessary to re-implement staggering of Director terms of office at any time, the Board of Directors may temporarily assign a one (1) year term of office.~~

...

~~Section 11. Petition by Members to Board to Address an Item of Business. If ~~ten~~ twenty percent (10-20%) of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than sixty (60) days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least fourteen (14) days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.~~

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ARTICLE VI Fiscal Management

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~~Section 5. Setting of Initial General Assessments.~~

~~(a) General Lot Assessment. The Board shall adopt the General Lot Assessment as provided for in the Declaration. The initial level of the General Lot Assessment until changed by action of the Board shall be no more than \$3,000.00 per Lot per year (payable in equal quarterly installments of no more than \$750.00 each for a Lot). Reserved.~~

...

ARTICLE VIII Amendments

~~These By-Laws may be altered, amended, or rescinded by (i) the affirmative vote of a majority of a majority of the total Class A voting interests and Class B voting interests entitled to vote, and (ii) the affirmative vote of 100% of the~~

~~Class B Members, if any. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Lots in the Community, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the Southwest Florida Water Management District.~~

These By-Laws may be amended in the following manner:

- (a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- (b) Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than twenty (20) percent of the Members. After such proposal, membership approval of a proposed amendment must be by not less than a majority (51%) of the voting interests of the Association.
- (c) Notwithstanding the foregoing, no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the Southwest Florida Water Management District.
- (d) Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Sarasota County.