

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT

**DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS
OF
RYE WILDERNESS ESTATES**

**ARTICLES OF INCORPORATION
OF
RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC.**

**BYLAWS
OF
RYE WILDERNESS ESTATES HOMEOWNERS' ASSOCIATION OF MANATEE COUNTY, INC.**

We hereby certify that the attached amendments to the Declaration of Maintenance and Land Use Provisions of Rye Wilderness Estates, (which Declaration was originally recorded at Official Records Book 1909, Page 4242 *et seq.*, of the Public Records of Manatee County, Florida on March 18, 2004), were approved and duly adopted at a membership meeting of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc. held on June 28, 2022 in accordance with Article VII of the Declaration; the attached amendments to the Articles of Incorporation of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc. (which Articles were originally filed with the Division of Corporations on June 19, 2003) were approved and duly adopted at a membership meeting of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc. held on June 27, 2022 in accordance with Article X of the Articles of Incorporation of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc.; and the attached amendments to the Bylaws of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc. (which Bylaws were originally attached as Exhibit "H" to the Declaration) were approved and duly adopted at a membership meeting of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc. held on June 28, 2022 in accordance with Article XIII of the Bylaws of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 5th day of July, 2022.

Signed, sealed and delivered:
in the presence of:

sign [Signature]
print COMMANDER K. MOORE

sign [Signature]
print Diane V. Colloom

RYE WILDERNESS ESTATES HOMEOWNERS'
ASSOCIATION OF MANATEE COUNTY, INC

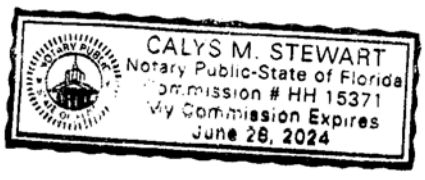
By: [Signature]
Robert Colloom, as President

Attest: [Signature]
Winston Stewart, as Secretary

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5th day of July, 2022, by Robert Collom, as President of Rye Wilderness Estates Homeowners' Association of Manatee County, Inc., who is personally known to me or who has produced Drivers Lic. as identification.



NOTARY PUBLIC
sign Calys M. Stewart
print CALYS M. STEWART
My Commission Expires:

AMENDMENT

DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF RYE WILDERNESS ESTATES

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

ARTICLE III THE ASSOCIATION

Section 3.6 Lien for Annual Maintenance Assessment and Special Assessments. The following provisions are made to establish an alternate or cumulative means to enforce collection of annual maintenance assessments and any special assessments:

(a) Developer, as the present Owner of the Property, declares that all Lots subject to maintenance assessments and maintenance liens, together with all improvements now or later constructed on these Lots, shall be subject to a lien for the annual maintenance assessment and any special assessments. Each Owner of any Lot subject to these assessments, by acceptance of a deed to the Lot, shall be deemed to have agreed to pay the assessments to the Association. Also, any future

Owner of any Lot acquiring title by devise, intestacy, gift, or other means, shall be deemed to have agreed to pay these assessments to the Association. The annual maintenance assessment and any special assessments, together with interest and collection cost, as provided in this instrument, shall upon the filing of a claim of lien therefore be a continuing lien on the Lot subject to the assessments and all improvements of such Lots until the lien is satisfied and released.

~~(b) if the assessment is not paid within thirty (30) days after the delinquency date, the Association shall have the right to file a claim of lien in the Public Records of Manatee County, Florida. In the event of an Owner's failure or refusal to timely pay any assessments when they become due, the Association shall have the right to record a claim of lien against the Owner's Lot. If such lien is not paid within forty-five (45) days or otherwise specified by Florida law after the recording thereof, the Association shall have the right to foreclose the same in the manner as may be permitted by law. In addition to recovery of unpaid assessments, the Association shall be entitled to recover from the Owner of said Lot all costs incurred incident to collection, including reasonable attorney's fees, incurred in connection with the preparation and bringing of such foreclosure proceedings, and all such costs and fees shall be secured by said lien. This lien shall attach only upon recording of a claim of lien in the Public Records of Manatee County, Florida and a copy thereof mailed to such Owner at the Owner's last known mailing address.~~

(c) The lien for any assessment levied against a Lot shall be subordinate and inferior only to ad valorem or special assessments levied by governmental entities and the lien of certain mortgages as provided in Subparagraph (d):

(d) The lien for any assessment shall be subordinate to all first institutional mortgages which are placed upon any Lot subject to an assessment prior to the recording of a claim of lien by the Association. However, this subordination shall apply only to assessments that were due and payable prior to the sale or

transfer of the property pursuant to a final judgment of foreclosure or any other proceeding or transfer in lieu of foreclosure. No sale or transfer shall relieve any parcel or the purchaser or transferee from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment,

~~(e) The Association may enforce the assessment lien by a foreclosure action in the same manner as a mortgage or in any other manner permitted by the laws of the State of Florida, if the Association commences an action to foreclose the lien, it shall be entitled to recover all costs, expenses and attorneys' fees incurred in preparation for and in bringing the action, and all costs, expenses and attorneys' fees shall be secured by the lien.~~

~~(f)~~(e) All rights and remedies of the Association in this paragraph are cumulative of any other rights and remedies it may have pursuant to this instrument or by law. No provisions of this paragraph regarding subordination of the lien for assessments shall relive an Owner from personal responsibility for payment of the assessments and any costs and fees incurred in collecting it.

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

**ARTICLE IV
USE RESTRICTIONS**

Section 4.1 Single Family Use. Subject to Article V, no Lot or Unit shall be used except for single-family residential purposes. No building constructed on a Lot shall be used except for residential purposes.

....

(k) Maintenance of Premises. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Lot, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot. All lawns, landscaping, sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition. ~~Owners whose lots abut a lake bank or lake are~~ The Association is responsible for maintaining, ~~in a good and sightly condition,~~ all land lying between ~~their~~ any Lot and the water line of the lake, including required mowing of said area. ~~Owners whose Lots back up to a buffer area~~ The Association will be is responsible to maintain the property in the Buffer area ~~behind their Lot. If the buffer areas are Common Areas, the Association, and not the Owners, are responsible for the maintenance.~~ All Owners must maintain their front yards to the edge of the roadway asphalt, including any unpaved right-of-way. Upon the failure to maintain the premises as aforesaid to the satisfaction of Developer or Association, and upon the Owner's failure to make such correction within fifteen (15) days after Developer gives written notice of same, Developer or Association may enter upon such premises and make such improvements or corrections as may be necessary, the costs of which shall be paid by the Owner, or Developer or Association may bring an action at law or in equity. Such entry by Developer or Association or its agents shall not be a trespass and by acceptance of a deed for a Unit, such party has expressly given the Developer or Association the continuing permission to do so which permission may not be revoked; provided, however, Developer or Association or its agent does not have to give written notice in the case of an emergency, in which event. Developer or Association may without any prior notice, directly remedy the problem. If any Owner fails to make payment for the cost of the correction within fifteen (15) days after request to do so by Developer or Association, assessment for the payment requested shall be levied and enforced in accordance with the provisions of Article III hereof.

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**ARTICLE IV
USE RESTRICTIONS**

Section 4.1 Single Family Use. Subject to Article V, no Lot or Unit shall be used except for single-family residential purposes. No building constructed on a Lot shall be used except for residential purposes.

....

(kk) Signs and Flags. No sign of any kind shall be displayed to public view on any Lot except as follows:

_____ (a) Individual, ornamental house name or number plates may be displayed.

_____ (b) One temporary sign not exceeding four (4) square feet utilized in connection with the sale of a Lot may be displayed on such Lot. The color, format, nature, content, and location of such sign shall be subject to the written approval of the Association's Board of Directors.

_____ (c) During the course of construction or renovation on a Lot, a construction sign not more than four square feet in size identifying the builder may be displayed on the Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy or the completion of the renovation project. Except for construction signs required by Sarasota County, all other construction, advertising, business or service signs are prohibited in or on a Lot.

_____ (d) Other signs may be displayed if such signs are approved by the Association's Board of Directors Developer as to size (which shall not exceed four square feet), design, location and content. Signs shall only be placed in the front yard of a Lot and shall not be displayed in any side yard or rear yard.

_____ (e) A Lot Owner may display a sign of reasonable size provided by a contractor for security services within ten feet (10') of any entrance to the home.

_____ (f) A Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.

_____ (g) A Lot Owner may erect a freestanding flagpole no more than twenty feet (20') high on any portion of the Owner' Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Lot Owner may further display in a respectful manner from that flagpole,

one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, 9/11 remembrance, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

(h) A Lot Owner may display flags and/or signs of sports teams, holidays and seasons on their Lot so long as the flags or signs do not obstruct sightlines at intersections and are not erected within or upon an easement.

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ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.5 Amendments. These Covenants and Restrictions may be amended by the Developer so long as the Developer owns one (1) Lot for sale in the normal course of business or ~~more in the Subdivision or by the written consent of the Owners of a majority of Lots in the Subdivision~~ by the approval of not less than two-thirds (66 2/3%) of all Lot Owners in the Association voting, in person or by proxy, at a membership meeting at which a quorum has been obtained. ~~Amendment by a majority of Lots cannot be valid, however, if the Developer owns any Lot in the Subdivision unless Developer consents thereto. Said consent shall not be unreasonably withheld by the Developer.~~ Such amendment shall become effective when duly executed and recorded in the Public Records of Manatee County, Florida. No such amendment, however, shall invalidate any action properly taken under these covenants and restrictions. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior written approval of the Southwest Florida Water Management District.

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ARTICLE VIII ASSESSMENTS

Section 3.5 Collection of Annual Maintenance Assessments and Special Assessments. The annual maintenance assessment and any special assessments shall be paid and collected in accordance with the following procedures:

(a) The annual maintenance assessment shall be ~~paid in advance~~ due and payable by each Owner in equal quarterly installments on or before January 1, April 1, July 1, and October 1 annually ~~on or before January 1 of each year~~ at the offices of the Association in Manatee County, Florida, or at such other place as may be designated by the Association. Each installment assessment shall become delinquent if not paid by the 1st of the respective quarter ~~February 1~~ of the calendar year in which it is assessed (e.g., January, April, July and October, respectively). Any unpaid ~~assessments~~ installment shall bear interest from the date of delinquency until paid at the rate of 18% per annum, unless this rate is subsequently changed by the Board of Directors of the Association. However, in no event shall the rate be more than the maximum legal rate for individuals in the State of Florida.

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**ARTICLE X
AMENDMENTS TO ARTICLES OF INCORPORATION**

These Articles may be altered, amended, or repealed by the affirmative vote ~~of the holders of more than one-half~~ of not less than two-thirds (66 2/3%) of all Lot Owners in the Association voting, in person or by proxy, at a membership meeting at which a quorum has been obtained. ~~of the total votes of the Association membership.~~ No amendment, however, altering the number of votes attributable to any lot pursuant to Article V hereof shall be effective without the prior written consent of the owner of such lot. ~~Moreover, no amendment affecting the rights of Developer shall be effective without the prior written consent of Developer.~~ Notice of the subject matter or proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A copy of each amendment shall be recorded in Public Records of Manatee County, Florida. ~~Provided further, that to the maximum extent lawful, Developer may unilaterally amend the Articles prior to transition as recorded in F.S. 720.307.~~

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

**ARTICLE IV
MEMBERSHIP, VOTING, QUORUM AND PROXIES**

2. A quorum at any meeting of the Association's Members shall consist of persons entitled to cast votes representing at least ~~fifty percent (50%)~~ twenty (20%) of the total votes of the Association as determined in the manner set forth in Article V of the Association's Articles of Incorporation.

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**ARTICLE IV
MEMBERSHIP, VOTING, QUORUM AND PROXIES**

6. Except where otherwise required by the provisions of the Articles of Incorporation, these Bylaws, or the Declaration, or where the same may otherwise be required by law, the affirmative vote of ~~the holders of more than one half of the total votes~~ not less than two-thirds (66 2/3%) of Lot Owners in the Association voting, in person or by proxy, at a membership meeting at which a quorum has been obtained. ~~the total votes of the Association membership represented at any duly called Members' meeting at which a quorum is present~~ shall be necessary for approval of any matter and shall be binding upon all Members.

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**ARTICLE XIII
AMENDMENTS**

These Bylaws may be altered, amended, or repealed by ~~a majority vote of the total votes of the owners present at a duly constituted meeting of the Board of Directors~~ the affirmative vote of not less than two-thirds (66 2/3%) of Lot Owners in the Association voting, in person or by proxy, at a membership meeting at which a quorum has been obtained. No amendment affecting Developer shall be effective without the written consent of Developer. Any amendment shall be duly recorded in Public Records of Manatee County, Florida.