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**CERTIFICATE AND FIRST AMENDMENT TO FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR RED HAWK RESERVE**

This Certificate and First Amendment to the First Amended and Restated Declaration of Covenants and Restrictions for Red Hawk Reserve (this "First Amendment") is made this 8th day of August, 2019 (the "First Amendment Effective Date"), by Red Hawk Reserve Homeowners Association, Inc. ("Association"), and amends that certain First Amended and Restated Declaration of Covenants and Restrictions for Red Hawk Reserve recorded in Official Records Instrument #2018110355 (the "Declaration of Covenants"). The term Declaration or Declaration of Covenants shall also mean, where required by the context, the Declaration of Covenants, as amended by this First Amendment.

WHEREAS, Section 14.4 of the Declaration of Covenants provide that "This Declaration may be amended at any time and from time to time at a meeting of the Members of the Association at which a quorum is present by a vote or at least two-thirds (2/3) of the voting rights held by those present in person or by proxy; and upon recordation in the Public Records of Sarasota County of an amendatory instrument, certifying that such approval has been obtained executed by the president and secretary of the Association";

WHEREAS, this First Amendment was approved at a duly noticed meeting by an affirmative vote of the Owners of more than two-thirds (2/3) of the members and/or proxies present at a properly noticed meeting pursuant to Section 14.4 of the Declaration;

NOW, therefore, as a result of the duly adopted amendments, and pursuant to the applicable provisions of the Declaration, the Declaration is hereby amended, with additions shown underlined and deletions shown as ~~stricken~~, as follows:

1. Section 4.7 of the Declaration of Covenants is amended to read in its entirety as follows:

Section 4.7. Garages Required. No dwelling shall be constructed on any Lot without provision for an enclosed garage adequate to house at least two (2) automobiles. All garages must have door(s) that are to be maintained in a useful, working condition and which are operated by electric door opener(s). ~~Except when garages are in actual use, garage doors must be kept closed.~~ Garage doors may be left open no more than four hours from sunrise to sunset. After sunset, Garages may only be left open when in actual use by the homeowner or its invitees. No garage shall be converted to any other use without the substitution of another garage complying in all respects with the terms hereof.

RECORDED IN OFFICIAL RECORDS
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August 28, 2019 03:09:33 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



2. Section 4.12 of the Declaration of Covenants is amended to read in its entirety as follows:

Section 4.12. Games and Accessory Structures. All ~~basketball backboards and all other~~ games and play structures, whether fixed or portable, shall be located at the rear of the dwelling, ~~screened from view by landscaping,~~ and shall not occupy a land surface area of more than 400 square feet without the written approval of the Association. No platform, dog house, playhouse, ~~basketball backboard,~~ game, play structure, or other structure of a similar kind or nature shall be constructed on any part of a Lot located in the front or side yard or driveway of the residence constructed thereon. Portable basketball and other portable play structures may be temporarily placed in the homeowner's lot or driveway from 9:00 a.m. until sundown, but must not be placed in a manner that would impede road traffic. Play structures must be kept in working condition and not have any rust, rips, tears or broken parts. All portable basketball and play structures temporarily placed in the homeowner's lot or driveway while in use, must be moved to storage out of sight from the road immediately upon sundown or when no longer in use. Lighting plans for all such areas shall be subject to Association approval and shall not cast light directly onto any adjacent Lot or Tract.

3. Section 4.19 of the Declaration of Covenants is amended to read in its entirety as follows:

Section 4.19. Vehicles. Cars, trucks, recreational vehicles, motorcycles, and trailers (collectively called "Vehicles") must be kept at all times on a paved driveway or inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Subdivision except as otherwise specifically permitted in this paragraph. Boats and boat trailers must be kept at all times completely inside a garage and are not permitted to be parked elsewhere on a Lot or on a street within the Subdivision except as otherwise permitted by the Board. Private cars or private trucks (exclusive of all other Vehicles) owned by an owner or an owner's guests may be parked in the owner's driveway, but only if they do not display commercial signs or equipment. Commercial Vehicles may be parked in a street or driveway when necessary for providing services to an Owner or to the Lot, or for pickup and delivery service, but only while undertaking this activity and never overnight. Recreational vehicles, travel trailers, trailers and campers may be parked in the driveway of a Lot for loading and unloading only. Vehicles shall not block sidewalks while parked in driveways or elsewhere in the community. No Vehicles may be repaired or maintained on or adjacent to a Lot, except within a garage. Vehicle parking on or along subdivision roads may only be on a temporary basis to accommodate transient visitor/invitee parking and must not interfere with traffic flow. Street parking is prohibited overnight without prior approval from the Association. ~~between the hours of 10:00 p.m. and 6:00 a.m.~~ Vehicles without current registration and license plates and vehicles not in operable condition may not be parked anywhere on a Lot or in the Subdivision other than in an enclosed garage. The Board may adopt additional rules regarding parking, speeding and vehicles in its discretion. Any Vehicles determined by the Board of Directors to be in violation of these restrictions or the Association's rules may be subject to the imposition of fines by the Board of Directors; and/or removal of the Vehicle from the property by towing at the owner's expense, in addition to any other legal or equitable remedies.

4. Section 4.21 of the Declaration of Covenants is amended to read in its entirety as follows:

Section 4.21. Signs. No sign of any kind shall be displayed to public view on any Lot except as follows:

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

(b) A "For Sale" sign no larger than ten (10) inches in height and no more than eighteen (18) inches in width is permitted. The sign shall conform to such standard specification as may be adopted or approved by the Association from time to time. The party seeking to erect or place a sign on a Lot shall be required to purchase the sign and sign post from a vendor designated by the Association. The vendor so designated by the Association shall be the only party authorized to place or install the sign on the Owner's property. Owner's right to install a sign shall be further subjected to the following restrictions and those which may be later promulgated by the ARB (as defined in Section 6.7):

(1) The sign shall only contain the telephone number and the name of either the homeowner or the real estate company listing the property, if any;

(2) Telephone number letters shall not exceed four (4) inches in height and the lettering indicated the homeowner or real estate company shall not exceed two (2) inches in height;

(3) Color of the lettering shall be white and shall have a dark green background;

(4) One (1) sign may be located in the front of the property, no closer than fifteen (15) feet from the street pavement;

(5) All signage must be removed from the sight upon signing of a contract; and

(6) No "Sale Pending" or "Sold" signs are allowed.

Notwithstanding the foregoing, the ARB may impose additional restrictions on the placement of signs and may further require that all signs installed or placed within the Subdivision be constructed or installed by a vendor designated and approved by the Association, in order to insure conformity with these restrictions.

(c) Owners may display one portable, removable United States flag in a respectful manner, and in accordance with the U.S. Flag Code.

(d) "Open House" signs may be placed at the entrance of Red Hawk Reserve (1 sign maximum) on Saturday and Sunday only from the hours of 10:00 am to 4:00 pm. No more than two additional signs for directions to the property may be placed on the route to property and only on Association property, and only 1 sign at the property identifying the "Open House".

5. Section 6.4 of the Declaration of Covenants is amended to read in its entirety as follows:

Section 6.4. Boarding up Residences. Dwellings may be boarded up only during the time of imminent threat of tropical storm and/or hurricane, but in no event shall remain boarded up for periods exceeding ~~forty-eight hours~~ 14 days beyond the threat of storm.

6. This First Amendment to the First Amended and Restated Declaration of Covenants and Restrictions for Red Hawk Reserve shall become effective upon the recording amongst the Public Records of Sarasota County, Florida.

7. As modified hereby, the declaration of Covenants shall remain in full force and effect in accordance with the terms thereof.

IN WITNESS WHEREOF, the Association certifies and has hereunto set its hand and official seal on the day and year first above written.

WITNESSES:

RED HAWK RESERVE HOMEOWNERS ASSOCIATION, INC.

Gina Herrick-Brockner
Print Name: Gina Herrick-Brockner

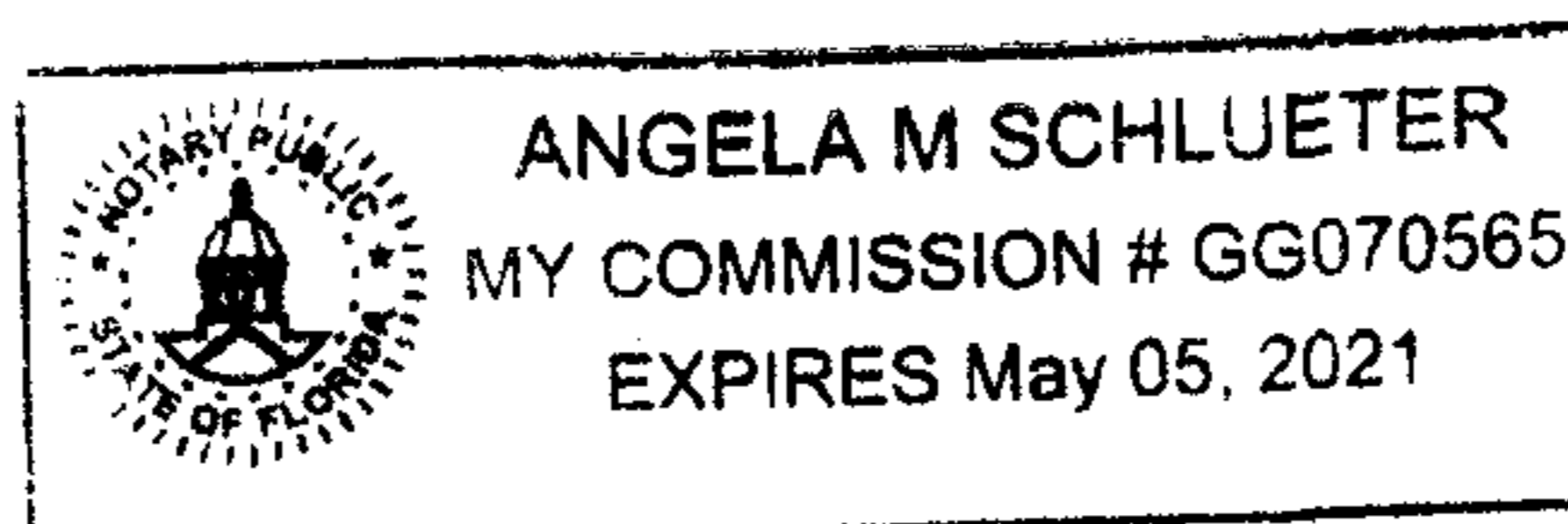
By: Paul Kofman
Print Name: Paul Kofman
As Its: President

Joseph Pomykala
Print Name: JOSEPH P POMYKALA

STATE OF FL
COUNTY OF SARASOTA

I CERTIFY that on this 8th day of August, 2019, before me, the undersigned, personally appeared, _____, as the President of Red Hawk Reserve Homeowners Association, Inc, for and on behalf of said company.

Angela M. Schlueter
Notary Public
State of Florida
My Commission Expires: 5/5/21



WITNESSES:

RED HAWK RESERVE HOMEOWNERS
ASSOCIATION, INC.

Jessica Caryl
Print Name: Jessica Caryl
Stephanie Moore
Print Name: STEPHANIE MOORE

By: [Signature]
Print Name: Adam Ruff
As Its: Secretary

STATE OF FLORIDA
COUNTY OF SEASIDE

I CERTIFY that on this 17th day of AUGUST, 2019, before me, the undersigned, personally appeared, ADAM RUFF, as the Secretary of Red Hawk Reserve Homeowners Association, Inc, for and on behalf of said company.

[Signature]
Notary Public
State of Florida
My Commission Expires: 07/21/20

