

**This Instrument Prepared By:**

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**AMENDMENT TO**  
**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS**  
**FOR**  
**TRACT 7, RIVER WILDERNESS, PHASE I**

This Amendment to the Declaration of Restrictions and Protective Covenants for Tract 7, River Wilderness, Phase I (the "Amendment") is made this 22<sup>nd</sup> day of February, 2017, upon the following recital of fact:

**RECITALS**

A. Tract 7, River Wilderness, Phase I, is a residential subdivision located within the River Wilderness community, and is also known as "BROOKRIDGE SUBDIVISION" (the "Subdivision"). The Subdivision is operated by Brookridge Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association").

B. The Subdivision is governed by that certain Declaration of Restrictions and Protective Covenants for Tract 7, River Wilderness, Phase I, recorded in Official Records Book 1164, commencing at Page 2830, of the Public Records of Manatee County, Florida (the "Declaration").

C. Paragraph 7.05 of the Declaration provides that the Declaration may be amended by the affirmative vote of the owners of at least two-thirds (2/3) of the sites which are subject to the Declaration.

D. At a duly-called meeting of the owners of the sites subject to the Declaration held on January 17, 2017, the owners of at least two-thirds (2/3) of the sites subject to the Declaration voted to amend the Declaration as set forth in this Amendment.

NOW, THEREFORE, the Declaration is hereby amended as follows (deleted language is bold and lined through; added language is bold and underlined):

## ARTICLE 1

### DEFINITIONS

When used herein, the following terms have the following meanings.

1.01. "ASSOCIATION" shall mean and refer to ~~BROOK RIDGE~~ **BROOKRIDGE** HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, which has its principal place of business in Manatee County, Florida, its successors or assigns.

## ARTICLE 5

### ASSESSMENTS

5.01. (Unchanged)

#### **5.02. DECLARANT's Duties and Obligations.**

~~(a) For any assessment year, the DECLARANT may elect to pay: (i) the portion of the actual expenses, less any provision for reserves, that were properly incurred by the ASSOCIATION during that year which is greater than the sums received by the ASSOCIATION from the payment of assessments for that year by OWNERS other than DECLARANT, or (ii) such amount as it would otherwise be obligated to pay if it had been subject to the annual assessment for that year on those SITES within the NEIGHBORHOOD of which it is the OWNER. DECLARANT shall make said election each year at such time and in such manner as shall be provided in the ASSOCIATION's By-Laws.~~

~~(b) Except as specifically provided in this Section 5.02 and in the ASSOCIATION's By-Laws, the assessment and lien provisions of this Article 5 shall not apply to any SITE owned by DECLARANT or by any successor developer succeeding DECLARANT whether by assignment or in reorganization or by other arrangement. The assessment and lien provisions of this Article 5 shall apply to a SITE of which the DECLARANT is the OWNER only after the occurrence of any one of the following events: (i) DECLARANT has conveyed the SITE to another OWNER, or (ii) a permanent Structure is constructed and completed on the SITE and it is occupied or regularly used, or (iii) DECLARANT executes and records a written instrument subjecting the SITE to the assessment and lien provisions of this Article 5.~~

~~(c) DECLARANT's duties and obligations as set forth herein shall be further subject to the conditions, restrictions and other limitations and any procedures for billing and payment as set forth in the ASSOCIATION's By-Laws.~~

5.03. (Unchanged)

ARTICLE 6  
RESTRICTIONS

6.01. Single-Family Use Only.

As described in Section 2.04 hereof, the SITES may be used for single-family residences (also sometimes called "patio homes" or "dwelling units" herein) and for no other purposes. No business buildings may be erected on the SITES and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. ~~Notwithstanding this provision, the DECLARANT may, in its sole discretion, permit one or more dwelling units to be used or maintained as a sales office or model home.~~

~~6.02. Children.~~

~~No person under the age of 14 years shall be permitted to permanently reside in a dwelling unit. The Board of Directors may establish rules and regulations whereby persons under 14 years of age may occupy a dwelling unit as a guest of an OWNER for limited reasonable periods of time.~~

6.03 - 6.04 (Unchanged)

6.05. Pets.

~~Each OWNER, with the prior written approval of the ASSOCIATION, said approval not to be unreasonably withheld, may have in his dwelling unit one small~~ The OWNERS of each SITE may have two domesticated pets ~~of not more than 20 pounds when fully grown.~~ All pets shall be kept on a leash while outside the dwelling unit. An OWNER shall clean up after his pet. In the event that any pet kept on the premises shall constitute a nuisance in the opinion of a majority of the Board of Directors of the ASSOCIATION, then the OWNER, when so notified in writing, shall be required to immediately remove said pet from the NEIGHBORHOOD.

6.06 - 6.13. (Unchanged)

ARTICLE 7  
GENERAL PROVISIONS

7.01 - 7.04. (Unchanged)

7.05. Amendment.

~~The DECLARANT may, in its sole discretion, modify, amend, waive or add to this DECLARATION or any part thereof. The power of amendment, however, shall be limited to minor modification or enlargement of existing covenants and shall in no way impair the general and uniform plan of development set forth herein. Any other amendment must have the affirmative vote of the then OWNERS of SITES assigned at least two-thirds (2/3) of the property units in the NEIGHBORHOOD or Neighborhoods then subject to this Declaration. An amendment to this Declaration must be approved by the OWNERS of at least two-thirds (2/3) of the SITES subject to this Declaration.~~

7.06 - 7.07. Unchanged

7.08. Notices.

~~(a) To DECLARANT. Notice to DECLARANT as may be required herein shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Secretary of State for the State of Florida, or at any other location designated by DECLARANT.~~

~~(b)(a) To ASSOCIATION. Notice to ASSOCIATION as may be required herein or by the By-Laws of the ASSOCIATION shall be in writing and delivered or mailed to the ASSOCIATION at its principal place of business as shown by the records of the Secretary of State of the State of Florida, or at any other location designated by ASSOCIATION.~~

~~(c)(b) To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Manatee County, Florida, or, if not shown thereon, to the address of the OWNER as shown on the deed to the OWNER'S SITE recorded in the Public Records of Manatee County, Florida.~~

~~7.09. DECLARANT's Exculpation.~~

~~DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.~~

~~7.10. Non-Liability of DECLARANT.~~

~~DECLARANT shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provisions by any Person other than itself.~~

7.11. (Unchanged)

IN WITNESS WHEREOF, the Association has caused this Amendment to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

BROOKRIDGE HOMEOWNERS  
ASSOCIATION, INC.

Wendy Dean  
Witness Signature  
Printed Name: Wendy Dean

By: George E. McKeithen  
George McKeithen, President

Kath E. Simek  
Witness Signature  
Printed Name: Kathryn E. Simek

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of February, 2017, by George McKeithen, the President of Brookridge Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who is personally known to me or has produced FOL as identification and did not take an oath.

Kath E. Simek  
Notary Public Kathryn E. Simek  
Notary Seal:

