



This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, Florida 34698

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Rept: 1203985 Rec: 44.00
DS: 0.00 IT: 0.00
09/18/08 _____ Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
09/18/08 10:21am 1 of 5
OR BK **7927** PG **1569**

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF SUNCOAST LAKES**

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Suncoast Lakes, as described in Official Records Book 5434, Pages 88 - 121, *et. seq.*, of the Public Records of Pasco County, Florida, were duly approved in the manner required therein at the reconvened annual meeting of the membership held on July 22, 2008.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of August, 2008, at Pasco County, Florida.

**HOMEOWNERS ASSOCIATION AT
SUNCOAST LAKES, INC.**

WITNESSES:

[Handwritten Signature]

Signature of Witness #1

[Handwritten Signature] CURTIS D. ZEIGLER

Printed Name of Witness #1

[Handwritten Signature]

Signature of Witness #2

EDWIN CARDONA

Printed Name of Witness #2

By: *[Handwritten Signature]*
Jill Sculerati, Vice President

Attest: *[Handwritten Signature]*
Jerry Pemberton, Secretary

BEFORE ME, the undersigned authority, personally appeared Jill Sculerati and Jerry Pemberton, to me known to be the Vice President and Secretary, respectively, of Homeowners Association at Suncoast Lakes, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under the authority vested in them by said corporation. They are personally known to me or have produced Drivers License and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

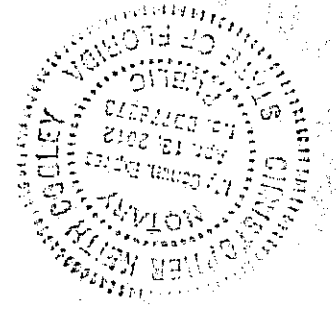
WITNESS my hand and official seal in the County and State last aforesaid, this 26 day of August, 2008.

Christopher K. Cooley
Notary Public, State of Florida at Large

Printed Name: Christopher K. Cooley

My commission expires:

April 13, 2012



State of FLORIDA
County of PASCO
On this 26 day of August
before me personally appeared _____

to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

SEAL (signed) Christopher K. Cooley
NOTARY PUBLIC

**ADOPTED AMENDMENTS TO THE DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
HOMEOWNERS ASSOCIATION AT SUNCOAST LAKES, INC.**

1. Article II, Section 9 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

**ARTICLE II
Property Rights**

Section 9. (A) Association's Enforcement Rights. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association.

The Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot or parcel of real property subjected to this Declaration to cure any violation of these covenants, including without limitation, the right to remove any structure which is in violation of these Covenants and to enforce maintenance and repair of Lots and improvements. Any such removal, curing maintenance or repair shall be at the expense of the Owner of the Lot or parcel of property on which the violation has occurred or exists which expense shall be payable by such Owner to the Association on demand. Entry to remove and cure any violation shall not be a trespass and the Association shall not be liable for any damages on account of the entry.

The Rights of the Association described in this Section shall not be construed as a limitation of the rights of the Association or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violation the Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time. In any action taken by the Association to enforce the provisions of these Covenants, whether or not litigation is filed or initiated, the Association shall be entitled to recover its reasonable attorney's fees and costs.

(B) Association's Enforcement Rights - Other Assessments. Any amounts owed by any Owner to the Association as a result of the Association's abating or curing violations of these Covenants or maintaining or repairing Lots or homes shall be due and payable within thirty (30) days from the date of mailing a statement for such amounts from the Association. If any of said sums are not paid when due, they shall be added to and become part of the annual assessment to which the Lot is subject and enforceable as provided in these Covenants.

2. Article III, Section 9 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 9. Signs. No sign of any kind, including "for rent", "for sale", or any other similar signs shall be displayed to the public view, erected or maintained on any Lot (including within windows of homes), except for ONE (1) professionally lettered sign not more than two (2) feet by three (3) feet or six (6) square feet, solely for advertising the property for sale or rent. (Omit the builder specs.) Signs permitted pursuant to Paragraph 25 herein are exempt from this Section 9. In particular, but not by way of limitation, political signs, signs advertising anything other than a home for sale or rent, and signs intended to impart any type of message other than the sale or rent of a home are prohibited.

3. Article III, Section 13 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 13. Fences, Walls and Hedges. Fences, walls and hedges may be constructed or maintained only as permitted by the ACC, but in no event shall exceed six (6) feet in height. Fences shall be constructed of the following type and materials: shadow box or board-on-board only made of either wood or PVC materials or black wrought iron style. The fencing on any lot shall be limited to a setback of twenty-four (24) feet or more from the front corners of the dwelling. If the dwelling is on a cul-de-sac or pie-shaped lot where the setback is less than the neighboring dwelling, the fence may only be constructed with a minimum setback of eight (8) feet from the front corners of the neighboring dwelling. (*Clarification: If your house is in front of another house, you cannot start your fence where it would be constructed in front of your neighbor's house.*) Any fencing along a property line which abuts a lake or conservation area must be of "see-through" type constructed with either green vinyl-clad chain-link fencing, wrought iron style fencing, or white PVC fencing no higher than four (4) feet, and the eight foot wide section of fencing which connects to such a fence shall not exceed four feet in height. Such fencing may not be of shadow box or "privacy" construction and cannot impede the view of the pond or conservation areas.

4. Article III, Section 30 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 30. Swimming Pools and Porch Enclosure. In the event an owner constructs a swimming pool on a Lot, such swimming pool must be entirely in-ground and the Owner of the Lot must erect a screen enclosure or a permanent fence, built in accordance with the requirements of Pasco County regarding swimming pool fencing. However, this section shall not create any liability or responsibility on the part of the Association from any claims arising from the lack of a fence and the existing swimming pool. The term "swimming pool" shall include any spa, whirlpool bath, or similar structure as determined by the ACC in relation to the enclosure and fencing requirements. However, spas, whirlpool baths, or similar products are not required to be constructed in-ground, and may not exceed dimensions of fourteen by fourteen (14 X14) feet or one hundred ninety-six (196) square feet. All porch enclosures and fence installation must be approved by the ACC.

5. Article III, Section 32 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 32. Mining, Wells, Underground Installations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tunnels, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot. Tanks to be used for propane, natural gas or other similar use are permitted, and must be installed underground by a licensed contractor.

6. Article III, Section 33 of the Declaration of Covenants, Conditions and Restrictions is amended to read as follows:

ARTICLE III
Restrictions on Subdivision Lots

Section 33. Garages. The primary use of all garages in the Properties shall be for the storage of motor vehicles. All garage doors must be closed at all times with the exception of ingress to or egress from the interior of said garage. Notwithstanding the foregoing, the vehicle requirements of Section 19 of this Article shall apply.