

This document prepared by and return to:
Ellen H. de Haan, Esq.
Wetherington Hamilton, P.A.
1010 N. Florida Avenue
Tampa, FL 33602

INSTRUMENT#: 2015072514, O BK 23107
PG 1122-1125 02/25/2015 at 11:39:54 AM,
DEPUTY CLERK: AHOLTZMAN Pat Frank,
Clerk of the Circuit Court Hillsborough County

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASMENTS
AND BY-LAWS FOR
TUSCANY SUBDIVISION AT TAMPA PALMS
OWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions, Restrictions and Easements, and By-Laws, of Tuscanly Subdivision at Tampa Palms Owners Association, Inc., as same are recorded at Official Records Book 18401 at Page 342, of the Public Records of Hillsborough County, Florida, were duly adopted in the manner provided in the Association's Governing Documents at a meeting held on October 20, 2014.

IN WITNESS WHEREOF, we have affixed our hands this 26th day of JANUARY, 2014, at Cross Creek Library Hillsborough County, Florida.

TUSCANY SUBDIVISION AT TAMPA
PALMS OWNERS ASSOCIATION, INC.

Witnesses:

Earline Piscitelli
Print Name: Earline Piscitelli

Faye Suber
Print Name: Faye Suber

By: Jay Krause
Print Name: Jay Krause

By: Richard Palmer
Print Name: Richard Palmer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 26th day of JANUARY, 2014, by JAY KRAUSE, President of Tuscanly Subdivision at Tampa Palms Owners Association, Inc., a Florida corporation on behalf of the corporation. He she is personally known to me or has produced _____ as identification. He/she is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person in personally known to me.

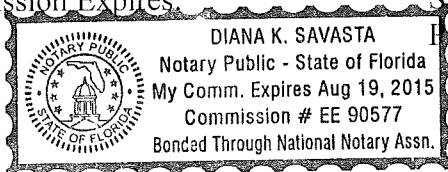
NOTARY PUBLIC:

My Commission Expires: _____

SIGN: Diana K. Savasta

PRINT: _____

State of Florida at Large



ADOPTED AMENDMENTS TO
DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
AND BY-LAWS OF
TUSCANY SUBDIVISION AT TAMPA PALMS
OWNERS ASSOCIATION, INC.

BY-LAWS

1. Amendment to Article III, Section C., subsections 21(b) and (d), to read as follows:

ARTICLE III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

C. Powers and Duties. . . .

Section 21. Fining Procedure. . . .

(b) that the alleged violator may, within ~~ten (10)~~ fourteen (14) days from the date of the notice, request a hearing regarding the fine;

(d) that all rights to have the fine reconsidered are waived if a hearing is not requested within ~~ten (10)~~ fourteen (14) days of the date of the notice.

2. Amendment to Article III, Section C., to read as follows:

ARTICLE III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

C. Powers and Duties. . . .

Section 21. Fining Procedure. Fining is one of the remedies available to the board of directors to enforce against violations of the Governing Documents, including rules and regulations. The Board of Directors is not required to levy fines, but may do so from time to time. In that event, the board will follow the fining procedures required by Chapter 720, Florida Statutes and the steps set forth below and in the Fining Rules and Procedures adopted by the Board, as amended from time to time. The board shall not impose a fine (a late charge shall not constitute a fine) unless and until the violator is served with written notice stating:

(a) the nature of the alleged violation;

(b) that the alleged violator may, within ~~ten (10)~~ fourteen (14) days from the date of the notice, request a hearing regarding the fine;

(c) that any statements, evidence, and witnesses may be produced by the alleged violator at the hearing; and

(d) that all rights to have the fine reconsidered are waived if a hearing is not requested within ~~ten (10)~~ fourteen (14) days of the date of the notice.

If a hearing is requested, it shall be held before the ~~Board of Directors or the Covenants Hearing Committee if established~~ appointed by the Board of Directors, and

the alleged violator shall be given a reasonable opportunity to be heard. The minutes of the Committee meeting shall contain a written statement of the results of the hearing. The Committee will make a recommendation to the Board of whether a fine should be levied. If the Committee, by majority vote, does not recommend a proposed fine, the Board cannot levy the fine.

3. Amendment to Article V, Section 2, to read as follows:

ARTICLE V
COMMITTEES

...
Section 2. ~~Covenants~~ Hearing Committee. The Board of Directors may, but shall not be obligated to, appoint a ~~Covenants~~ Hearing Committee consisting of at least ~~five (5), but no more than seven (7)~~ three (3) members. ~~Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions of the Board, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall perform the responsibilities of the Board under Article III, Section 21, of these By-Laws. The Committee shall serve for one-year terms, and shall be appointed annually by the Board of Directors. The Hearing Committee will carry out the fining procedures under these By-Laws and the provisions of Chapter 720, Florida Statutes, and in accordance with the Fining Procedures adopted from time to time by the Board.~~

DECLARATION

1. Amendment to Article IV, Section 1, to read as follows:

ARTICLE IV
MAINTENANCE

Section 1. Association's Responsibility. Except as may be provided below, the Association shall maintain and keep in good repair the Common Area. . . . The Association shall also be responsible for mowing Declarant approved lawns on individual Units and maintaining Declarant approved landscaping on individual Units, including fertilizing and routine tree and shrub trimming. However, replacement of dead or diseased trees will be the responsibility of the Owner of the Unit on which the tree is located, and such replacement will be at the Owner's cost. Owner failure to replace dead or diseased trees located on his/her Unit will be subject to the enforcement provisions contained in this Declaration. The Association shall be responsible for all maintenance, repairs and replacements to all irrigation systems serving the Unit as more fully provided in Article V, Section 16 below. . . .

2. Amendment to Article IV, Section 3, to read as follows:

ARTICLE IV
MAINTENANCE

...
Section 3. Failure to Maintain. . . .

If the necessary maintenance is the responsibility of the Owner under Section 2 or 3 of this Article, the Owner shall have ~~ten (10)~~ fourteen (14) days from the date of the notice within which to complete such maintenance, repair, or replacement, or, in the event that such maintenance, repair, or replacement is not capable of completion within a

~~ten (10)~~ fourteen (14) day period, to commence such work which shall be completed within a reasonable time. . . .

3. Amendment to Article V, Section 4, to read as follows:

ARTICLE V
USE RESTRICTIONS AND RULES

. . .

Section 4. Parking and Garages. . . . Parking shall be permitted only in the garage or in the driveway serving each Unit and then subject to such reasonable rules and regulations as the Board of Directors may adopt. No vehicles may be parked on paved streets overnight. Overnight parking is defined as parking between the hours of midnight and 6 a.m. No vehicle is permitted to be parked so that it blocks any portion of a sidewalk. No parking is permitted on grass. Temporary parking on the street is permitted between 6 A.M. and midnight, but any vehicle which creates a blockage of the road which impedes passage by an emergency vehicle will be considered to be illegally parked. All vehicles parked in violation of this Section or of any Board-made rules and regulations will be subject to being towed, at the expense of the owner of the vehicle. . . .

4. Amendment to Article V, Section 5, to read as follows:

Section 5. Sales and Leases. Within fifteen (15) days of executing a sales contract on any Unit, the Owner shall notify the Board of Directors in writing of the name of the purchaser of the Unit and such other information as the Board may reasonably require. In addition, prospective buyers are required to meet with the Orientation Committee or the Association Manager, prior to closing.

Units shall be leased for single family residential purposes only. No Unit may be rented during the first 12 months of ownership. After the first 12 months, Owners may rent or lease Units for periods of at least one (1) year. All tenants are subject to reasonable approval by the Association. The Owner shall deliver to the Association at least ~~ninety (90)~~ fourteen (14) days before the lease is to commence (a) an informational form, including credit information, completed by the tenant, and (b) a copy of the proposed written lease agreement, and (c) pay a screening fee of \$100.00 per applicant, to cover the cost of processing the rental, and a background check. Prospective tenants are required to meet with the Orientation Committee, or the Association Manager, upon signing to lease. If the Association does not object in writing to the proposed tenant within seven (7) days after receiving this information, then the tenant will be deemed to be approved by the Association. The Association shall have the right to enforce its rules and regulations and the restrictions set forth in this Declaration against any tenant and the Owner but without the obligation to do so against any tenant, such enforcement being the sole responsibility of the Owner. . . .

5. Amendment to Article V, Section 22, to read as follows:

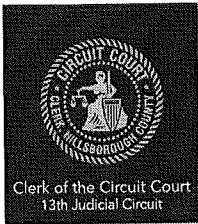
Section 22. Lighting. Except for seasonal (~~day after Thanksgiving until January 7~~) holiday decorator lights, all exterior lights must be approved as provided in Article VI. In no event shall tiki torches or other similar lighting be permitted on or about the exterior of any Unit. Holiday lights cannot be displayed outside of the mulched areas immediately adjacent to the particular Unit.

PLEASE NOTE: ADDITIONS ARE UNDERLINED; DELETED TEXT IS SHOWN WITH STRIKE THROUGH; UNAFFECTED TEXT IS INDICATED BY “. . .”



Print Date:

2/25/2015 11:40:01 AM



Hillsborough County Transaction
#: 2180701
Receipt #: 2130237
Cashier Date: 2/25/2015 11:40:01 AM
(AHOLTZMAN)

Pat Frank
 Clerk of the Circuit Court
 419 Pierce St. Rm 140
 Tampa, FL 33602
 (813) 276-8100

Customer Information	Transaction Information	Payment Summary
() WETHERINGTON HAMILTON, P.A. PO BOX 172727 TAMPA, FL 33672	Date Received: 2/17/2015 Source Code: Tampa Q Code: Mail Return Code: Envelope Trans Type: RECORDING Agent Ref Num:	Total Fees \$35.50 Total Payments \$35.50

1 Payments	
CHECK 13381	\$35.50

1 Recorded Items		
(MOD) MODIFICATION	BK/PG: 23107/1122 CFN: 2015072514 Date: 2/25/2015 11:39:54 AM From: TUSCANY SUBDIVISION AT TAMPA PALMS OWNERS ASSOC INC To:	
Recording @ 1st=\$10Add'l=\$8.50 ea.	4	\$35.50
Indexing @ 1st 4 Names Free Add'l=\$1 ea.	3	\$0.00
Mortgage Doc Stamps @ \$0.35 per \$100	0	\$0.00
Intangible Tax @ \$2 per \$1000	0	\$0.00

0 Search Items

2 Miscellaneous Items
(CORRESPONDENCE) CORRESPONDENCE
(ENV) ENVELOPE



1010 NORTH FLORIDA AVENUE PO BOX 172727 TAMPA, FL 33672-0727 PHONE: (813) 225-1918 FAX: (813) 225-2531

February 11, 2015

Hillsborough County Clerk of Court
ATTN: RECORDING
800 East Twiggs Street
Tampa, FL 33602

Dear Clerk:

Enclosed please find a Certificate of Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements and By-Laws for Tuscany Subdivision at Tampa Palms Owners Association, Inc., as well as our Firm's check in the amount of \$35.50 to record the document. Please record this document and send us the original recorded document in the enclosed, self-addressed envelope provided.

Should you have any questions or need anything further from us, please feel free to contact me.

Sincerely,

WETHERINGTON, HAMILTON, P.A.

Kate McGrath,
Legal Assistant

Enclosures: Certificate of Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements and By-Laws for Tuscany Subdivision at Tampa Palms Owners Association, Inc.,
Check and pre-paid envelopes