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File No. 14872

INSTRUMENT#: 2011047370, O BK 20350  
PG 865-870 02/08/2011 at 03:48:16 PM,  
DEPUTY CLERK: SWILLIAMS Pat Frank, Clerk  
of the Circuit Court Hillsborough County

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR TUSCANY SUBDIVISION  
AT TAMPA PALMS OWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT to Declaration of Covenants, Conditions, Restrictions and Easements for Tuscany Subdivision at Tampa Palms Owners Association, Inc. is made as of this February 4, 2011, by STANDARD PACIFIC OF FLORIDA, a Florida general partnership, with an office at 405 N. Reo Street, Suite 330, Tampa, Florida 33609, as successor developer by Assignment of Rights as Declarant from New Tampa, Inc., a Florida corporation, which assignment was recorded in O.R. Book 19859, Page 363, Public Records of Hillsborough County, Florida (hereafter referred to as "Declarant").

**W I T N E S S E T H:**

**WHEREAS**, New Tampa, Inc., as the original declarant, executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Tuscany Subdivision at Tampa Palms Owners Association, Inc. dated January 21, 2008, recorded January 25, 2008 in O.R. Book 18401, Page 342, Public Records of Hillsborough County, Florida (the "Declaration"); and

**WHEREAS**, pursuant to the Assignment of Rights as Declarant recited in the caption of this instrument, Standard Pacific of Florida, a Florida general partnership, became the Declarant under the Declaration; and

**WHEREAS**, Declarant desires to amend the Declaration as provided herein; and

**WHEREAS**, pursuant to Article XII, Section 4 of the Declaration, the following amendments were adopted and approved by at least two-thirds (2/3) of the Class "A" members of the Tuscany Subdivision at Tampa Palms Owners Association, Inc., a Florida not for profit corporation (the "Association"), at a duly called meeting of the Association on November 30, 2010 at which a quorum was present.

**NOW THEREFORE**, Declarant hereby amends the Declaration as follows:

1. **Recitals**. The recitals contained herein are acknowledged as being true and correct and are incorporated herein by reference.

2. **Amendment to the Declaration**. The Declaration is amended as hereafter set forth in this Paragraph 2. Additions are indicated by underlining. Deletions are indicated by ~~striking through~~.

Article III, Section 3 of the Declaration is deleted and the following inserted in lieu thereof:

**Section 3. Computation.** It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year, which may include a capital contribution or reserve sufficient to meet the projected needs for replacement or repair of each asset. The Board shall cause the budget and the assessments to be levied against each Unit for the following year to be delivered to each member at least thirty (30) days prior to the end of the current fiscal year. The maximum annual assessment may be increased, each year, not more than ten percent (10%) above the maximum assessment for the previous year, without a vote of the membership of the Association. The maximum annual assessment may be increased above ten percent (10%) by a majority vote of the Owners voting in person or by proxy at a meeting duly called for this purpose, and the quorum for such a meeting shall be at least sixty percent (60%), in person or by proxy, of all voting members, and if said quorum is not attained, a second meeting may be called at which the quorum requirement shall be reduced to thirty percent (30%). ~~The budget and the assessments shall become effective unless disapproved at a meeting by a Majority of the Owners.~~ Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Article III, Section 9 of the Declaration is deleted and the following inserted in lieu thereof:

**Section 9. Date of Commencement of Annual Assessments and Initial Capital Contribution.** The annual assessments provided for herein shall commence as to each Unit subject to this Declaration ~~on the first day of the month following the~~ upon conveyance of the Unit with a completed home thereon, conveyance being determined by the date of the closing statement for the Unit transfer. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year. At the closing of the conveyance of a Unit with a completed home thereon, the home purchaser(s) shall pay to the Association ~~the sum of \$300.00~~ as an initial capital contribution in an amount to be determined by the Board of Directors from time to time to the Association. This amount shall not be returned upon any subsequent resale of the home.

Notwithstanding the foregoing, effective January 1, 2011, annual assessments shall commence as to each Unit owned by a Builder without a completed home thereon at a rate equal to twelve and one-half percent (12-1/2%) of the annual assessment charged to other Class "A" members. For purposes of this Section 9, "completed home" shall mean any Unit which has received a certificate of occupancy and has also been conveyed by Builder to another Owner. Upon conveyance of the Unit with a completed home thereon by Builder, the full assessment shall then commence. Until such conveyance, Builder shall be responsible, at its own cost and expense, for maintenance and replacement of all landscaping and irrigation on Units owned by it with a completed home thereon. For purposes of this Section 9, "Builder" shall mean and refer

to any person or entity that owns or purchases one or more Units for the purpose of constructing a single family residence thereon, and not to reside therein.

Article V, Section 1 of the Declaration is deleted and the following inserted in lieu thereof:

**Section 1. General.** The Board of Directors may, from time to time, without consent of the members, promulgate, modify, or delete use restrictions and rules and regulations applicable to the Units and the Common Area. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled, or modified in a regular or special meeting by the vote of Class "A" members holding a Majority of the total votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Declaration of Covenants, Conditions and Restrictions for Tampa Palms Area 3 Owners Association, Inc. and with the rules and regulations of Tampa Palms Area 3 Owners Association, Inc. Furthermore, the Board of Directors shall have the right to suspend the voting rights and use of any common areas (other than the use of private roads) to any member who is more than 90 days delinquent in their assessments or is in violation of the covenants, and such member shall not be counted toward quorum or tallying purposes at any meeting of the Association.

Article VI, Section 1 of the Declaration is deleted and the following inserted in lieu thereof:

**Section 1. New Construction Committee.** The New Construction Committee ("NCC") shall have exclusive jurisdiction over all original construction within any portion of the Community. The NCC shall prepare and, on behalf of the Board of Directors, shall promulgate design guidelines and application procedures. The standards and procedures shall be those of the Association, and the NCC shall have sole and full authority to prepare and to amend the standards and procedures. It shall make both available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Community and who shall conduct their operations strictly in accordance therewith. Plans and specifications for new construction showing the nature, kind, shape, color, size, materials and location of such new construction, shall be submitted to the NCC for approval as to quality of workmanship and design, and as to location, topography and finished grade. All such plans, specifications and applications shall either be hand delivered (with a receipt obtained) or mailed via certified mail, return receipt requested, to the official address of the Association, which shall be the management company. In the event that the NCC fails to approve or disapprove such plans or to request additional information reasonably required within ~~fifteen~~ (15) thirty (30) days after submission, the plans shall be deemed approved.

Until all of the Units have been conveyed to purchasers in the normal course of development and sale, or until the right of the Declarant to submit such properties to the Declaration expires, the Declarant retains the right to appoint all members of the NCC, which

shall consist of at least one (1), but no more than three (3), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members in the same manner as provided in Section 2 for the Modifications Committee.

3. **Amendment to By-Laws of the Association.** The By-Laws of the Association were amended by the Association at a duly called meeting at which a quorum was present in accordance with the Certified Copy of Resolution of the Association attached hereto as Exhibit "A".

4. **Ratification.** The changed provisions herein shall supersede and take precedence over the prior provisions in the Declaration. Except as modified hereby, the Declaration remains unchanged and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed, the day and year first above written.

STANDARD PACIFIC OF FLORIDA, a Florida general partnership,

By: STANDARD PACIFIC OF FLORIDA GP, INC., a Delaware corporation, its managing general partner

By: Katrina Miller  
Print Name: Katrina Miller

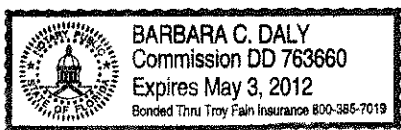
By: [Signature]  
Print Name: David Pelletz  
Its: President

By: JEAN M WEBBER  
Print Name: Jean M Webber

STATE OF FLORIDA  
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of Feb. 2011, by David Pelletz, as President of Standard Pacific of Florida GP, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Florida, on behalf of the corporation and the partnership. He/she is  personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARIAL SEAL)



Barbara C. Daly  
NOTARY PUBLIC  
Print Name: Barbara C. Daly  
My commission expires: 5-3-12

**EXHIBIT "A"**

**CERTIFIED COPY OF RESOLUTION OF TUSCANY SUBDIVISION AT TAMPA  
PALMS OWNERS ASSOCIATION, INC. TO AMEND BY-LAWS**

The undersigned Secretary of Tuscanly Subdivision at Tampa Palms Owners Association, Inc., a Florida not for profit corporation (the "Association"), hereby certifies that the following amendments to the By-Laws of the Association were adopted by resolution of the members of the Association at a duly called meeting of the Association held on November 30, 2010 at which a quorum was present. Additions are indicated by underlining. Deletions are indicated by ~~striking through~~.

Article II, Section 1 of the By-Laws is deleted and the following inserted in lieu thereof:

**Section 1. Membership.** The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in that Declaration of Covenants, Conditions, Restrictions and Easements for Buckingham Tuscanly Subdivision at Tampa Palms Owners Association, Inc. (The Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), the terms of which pertaining to membership are specifically incorporated into these By-Laws by reference.

Article II, Section 10 of the By-Laws is deleted and the following inserted in lieu thereof:

**Section 10. Quorum.** The presence, in person or by proxy, of ~~forty~~ thirty percent (40%) (30%) of the Owners of Units to which eligible votes appertain shall constitute a quorum at all meetings of the Association, and Owners whose voting rights or use of common areas have been suspended shall not be counted in determining a quorum. The members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

Article II, Section 12 of the By-Laws is deleted and the following inserted in lieu thereof:

**Section 12. Action Without a Meeting.** To the extent permitted by applicable law, any action required by law to be taken at a meeting of the members, or any action which may be taken at a meeting of the members, may be taken without a meeting if written consent setting forth the action so taken shall be signed by all members entitled to vote with respect to the subject matter thereof either a majority of the membership or higher percentage of the membership if the Declaration requires a higher percentage with respect to the matter being voted on, and such consent shall have the same force and effect as a unanimous vote meeting of the members.

The last 2 paragraphs of (b) of Article III, Section 6 of the By-Laws are hereby deleted and the following inserted in lieu thereof:

At the first annual meeting after termination of the Class "B" membership all Directors shall be elected by the membership. All eligible members of the Association shall vote on all Directors to be elected, and the candidates(s) receiving the most votes shall be elected. The

membership may, by a majority vote at a meeting of which a quorum is present, elect to increase the Board from three (3) to five (5) members, and a "staggered" term of office for the Board of three (3) or five (5) members shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years, and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each annual meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

~~The term of one (1) Director shall be fixed at one (1) year and the term of two (2) Directors shall be fixed at two (2) years. If by unanimous majority vote of the Association at a meeting of which a quorum is present, there is a vote to increase the Board to five (5) Directors, then the term of two (2) Directors shall be fixed at three (3) years. At the expiration of the initial term of office each member of the initial Board of Directors shall hold office until their respective successors shall have been elected by the Association.~~

Article III, Section 10 of the By-Laws is deleted and the following inserted in lieu thereof:

**Section 10. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a Majority of the Directors. Following the termination of the Class "B" membership, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per calendar quarter. Notice of the regular schedule shall constitute sufficient notice of such meetings.

Article VI, Section 4 of the By-Laws is deleted and the following inserted in lieu thereof:

**Section 4. Amendment.** ~~The provisions of the Declaration applicable to amendment of that instrument shall apply to any amendment of these By-Laws.~~ These By-Laws may be amended at a properly noticed regular or special meeting of the Board of Directors, by a majority of the Board of Directors.

Effective as of November 30, 2010



Print name: Frank Messing  
Secretary of the Association