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Tampa, FL 33607

CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION

THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION (the "Amendment") is made this 23rd day of February, 2017, by HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association") in relation to that certain Declaration of Covenants, Conditions and Restrictions of Harbor Ridge of Palm Harbor Homeowners Association, recorded in Official Records Book 18579, Page 355 of the Public Records of Pinellas County, Florida, as amended from time to time (the "Declaration").

RECITALS

WHEREAS, Article VII, Section 4 of the Declaration provides that the Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by the Members entitled to cast two-thirds (2/3) of the total votes able to be cast at any regular or special meeting of the Members duly called and convened, which shall then be recorded; and

WHEREAS, Members who represent at least two-thirds (2/3) of the total votes able to be cast have, at a regular or special meeting of the Members duly called and convened on November 12, 2016 and lawfully reconvened after on November 19, 2016, approved of amending the Declaration as provided hereinbelow; and

WHEREAS, Association wishes to place this Amendment in the Public Records of Pinellas County, Florida pursuant to Article VII, Section 4 of the Declaration;

NOW THEREFORE, Association declares that every portion of the real property subject to the Declaration shall be subject to the provisions of this Amendment.

I. **General Provisions.** The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the definitions for such terms as provided in the Declaration. Additions to the existing provisions of the Declaration are indicated by double-underlining and deletions to the existing provisions of the Declaration are indicated by ~~strikeout~~.

II. Article I, Section 8. Article I, Section 8 of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 8. "Homeowners' Association Rules" shall mean those rules and regulations that the Association shall from time to time adopt, promulgate, amend, revoke, and enforce to govern the use and maintenance of the Common Area and/or Lots and Association procedures.

III. Article II, Section 1. Article II, Section 1 of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 1. Conveyance of Common Property. The Declarant may from time to time designate and convey to the Association easements and/or fee simple title to real property to be the Common Area for the common use and enjoyment of the Owners, subject to this Declaration. The Association hereby covenants and agrees to accept from the Declarant title to all easements and all such conveyances of Common Area subject to the terms and conditions of this Declaration and the obligations set forth herein. The common area shall consist initially of the parcels and easements shown as Common Area on the Plat, as recorded in the public records of Pinellas County, Florida.

IV. Article IV, Section 14 f. Article IV, Section 14 f of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 14. Effect of Nonpayment of Assessments: Remedies of the Association.

...

f. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. ~~In addition, if any Owner has not paid an assessment within ninety (90) days after its due date, the Association may shut off the water to the Lot after ten (10) days notice to the Owner.~~

V. Article VI, Section 4. Article VI, Section 4 of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 4. Animals. No animals, livestock, or poultry may be raised, bred or kept anywhere within the Property, except that no more than two (in the aggregate) dogs, cats or other conventional household pets may be kept upon any Lot so long as they are not kept, bred or maintained for any commercial purpose. Each Owner shall have the responsibility to clean up the waste produced by his or her pet immediately. No pet shall be permitted to run at large outside a Lot. Each Owner and Occupant shall insure that his pet shall not disturb other Owners and Occupants with excessive or repetitive noise. All pets outside a Dwelling shall be properly leashed or shall be kept within an approved ~~fence~~ enclosure, shall be otherwise controlled in whatever manner is most practical on or off a Lot, and shall be subject to all applicable local ordinances existing from time to time. No outside animal pen, cage or shelter shall be constructed or permitted.

VI. Article VI, Section 5. Article VI, Section 5 of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 5. Trash. Except for regular curbside collection and disposal, no rubbish, trash, garbage or other waste material or accumulations may be kept, stored or permitted anywhere within the Property, except inside a Dwelling, or in sanitary containers completely concealed from view. No trash containers shall be placed at curbside for pickup ~~more than twenty-four (24) hours~~ any sooner than 6:00 pm on the day immediately prior to the day of the scheduled pickup.

VII. Article VI, Section 6. Article VI, Section 6 of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 6. Appurtenances. No porch, deck, patio, fence, screened enclosure, carport or other attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the attached or detached structure (whether free-standing, structural or non-structural and whether in the front, side or rear of a Dwelling), shall be constructed without the approval of the Architectural control committee. No permanent outdoor clothes lines may be installed or maintained on any Lot except that portable rotary type or reel type clothes lines may be permitted in the rear yard only and said clothes lines must be stored when not in use. On corner Lots, such clothes lines shall not be placed within twenty (20) feet of a side street line. No storm doors or screen doors are permitted on the front door of a Dwelling. No basketball hoops, whether temporary or permanent, including portable hoops, shall be installed on any Lot. No above-ground swimming pools, free-standing storage sheds or outbuildings, screening of front porches or garages, flags, antennas or solar collectors are permitted on any Lot- except as may be permitted by law.

Notwithstanding the above provision, each Lot shall be permitted to install and maintain one (1) satellite dish antenna of not more than one meter in diameter, at a location and in a manner as may be approved by the Architectural control committee. The structure shall not be visible from the street.

VIII. Article VI, Section 7. Article VI, Section 7 of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 7. Storage of Vehicles, Water Craft, Machinery or Equipment. Except as specifically permitted hereinafter, no vehicle (motorized or non-motorized, licensed or not), no water craft (motorized or non-motorized) and no trailer of any kind (licensed or not), or any other machinery or equipment (whether mobile, licensed or not) shall be parked or stored on any Lot, sidewalk, public or private right-of-way within the Property, or any portion of the Common Area. Except and to the extent that it is parked temporarily and is in use for construction, repair or maintenance of a Lot or Dwelling or the Common Areas, the foregoing prohibition shall include all of the foregoing items which are of a commercial character.

Notwithstanding the foregoing, "permitted vehicles" may be parked in driveways. A "permitted vehicle" shall mean a licensed motor vehicle which is (i) a passenger automobile or van (including a high-top conversion van or sport vehicle with oversized tires, but excluding a motor-home or recreational vehicle), (ii) a motorcycle, or (iii) a pickup truck, whether or not the bed has been enclosed, provided such pick-up truck can be otherwise completely concealed within a standard sized garage, and provided in each

instance that any such vehicle has a current license tag and is in daily use as a motor vehicle on public rights of way. Water craft may be stored only in enclosed garages. A "permitted vehicle" shall not include a vehicle used for commercial purposes, including vehicles containing racks, tool storage units (excluding low-profile units installed parallel to and immediately behind the cab), and vehicles displaying commercial signage. None of the foregoing items which are inoperative or abandoned shall be permitted on any Lot for a period in excess of forty-eight (48) hours unless such item is entirely within a garage. No major repairs shall be performed on any such items on any Lot except within a garage and under no circumstances shall such repairs be performed if they result in the creation of an unsightly or unsafe condition as determined by the Board. Unless specifically designated by the Board for parking or approved in writing in advance by the Board, no temporary parking or overnight parking of any vehicles shall be permitted on any Common Area. Owner must comply with all regulations of the County regarding parking. Subject to compliance with applicable laws, the Association shall be authorized to tow any vehicles from any Common Areas which are parked in violation of this Section or any reasonable rules and regulations adopted by the Association in relation to parking that are consistent with this Section.

Parking spaces may be assigned by the Board of Directors to individual Lots. Any violation of the parking plan adopted by the Board shall be considered a violation of the Association rules and regulations.

IX. Article VI, Section 15. Article VI, Section 15 of the Declaration is hereby added in its entirety as set forth below and shall provide as follows:

Section 15. Firearms and Explosives. No firearm may be discharged within the Property except as may be permitted by law and no firearms may be brought to, located on or over, or used on any portion of the Common Areas except as may be incidental to an Owner or their guests, invitees, residents, and visitors using the Common Areas for purposes of ingress to, or egress from, a Lot. The term "firearm" as used in this Section 15 includes, without limitation, BB guns, pellet guns, paintball guns, and any other firearm of any type regardless of size or functionality. Fireworks that explode, move or make noise, explosive materials, and explosive devices are prohibited and may not be brought to, located on or over, or used anywhere within the Property.

X. Article VII, Section 1. Article VII, Section 1 of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 1. Enforcement. Each Lot Owner shall comply strictly with the covenants, conditions, restrictions, and easements set forth in this Declaration. In the event of a violation or breach, or threatened violation or breach, of any of the same, the Declarant, ~~the Architectural Control Committee~~, the Association, or any Lot Owner, jointly and severally, shall have the right in addition to procedures set out herein, to proceed at law or in equity for the recovery of damages, or for injunctive relief, or both. If any Owner or the Association is the prevailing party in any litigation involving this ~~d~~Declaration, then that party also has a right to recover all costs and expenses incurred (including reasonable attorneys' fees and paralegal fees together with any applicable sales or use tax thereon). However, no Owner has the right to recover attorney's fees from or against the Association, unless provided by Law. Failure by the Declarant, the Architectural Control Committee, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter.

In addition to the above rights, the Association and the Architectural Control Committee shall have a Right of Abatement if the Owner fails to take reasonable steps to remedy any violation or breach within thirty (30) days after written notice sent by certified mail. A Right of Abatement, as used in this Section means the right of the Association or Architectural Control Committee, through its agents and employees, to enter at all reasonable times upon any Lot or Structure, as to which a violation, breach or other condition to be remedied exists, and to take the actions specified in the notice to the Owner to abate, extinguish, remove, or repair such violation, breach, or other condition which may exist thereon contrary to the provisions hereof, without being deemed to have committed a trespass or wrongful act by reason of such entry and such actions; provided, such entry and such actions are carried out in accordance with the provisions of this Article. The cost thereof including the costs of collection and reasonable attorneys' fees, and paralegal fees (together with any applicable sales or use tax thereon) together with interest thereon at eighteen percent (18%) per annum, shall be a binding personal obligation of such Owner, enforceable at law, and shall be a lien on such Owner's lot enforceable as provided herein.

The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

XI. Article IX, Section 1 (a). Article IX, Section 1 (a) of the Declaration is hereby amended as set forth below and shall provide as follows:

Section 1. Insurance.

(a) **Authority to Purchase.** All insurance policies upon the Common Area shall be purchased by the Association purchased by the Association for the benefit of the Association. It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, ~~personal-dwelling-unit~~, Lot, personal property or living expenses of any Owner but the ~~e~~Owner shall obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association.

XII. No Other Amendments. Except as modified herein, all other provisions of the Declaration shall remain the same and be fully enforceable according to their terms.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Association has executed this Amendment on the date first stated above.

Signed, sealed and delivered in the presence of:

[Signature]
Signature

Susan Vaughn
Printed Name

[Signature]
Signature

PATRICK MOONEY
Printed Name

[Signature]
Signature

PATRICK MOONEY
Printed Name

[Signature]
Signature

SUSAN VAUGHN
Printed Name

HARBOR RIDGE OF PALM HARBOR HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation not for profit

BY: [Signature]

Print Name: Sonia Bermudez

Title: President

ATTEST:

BY: [Signature]

Print Name: NANCY L HAWKINS

Title: Secretary

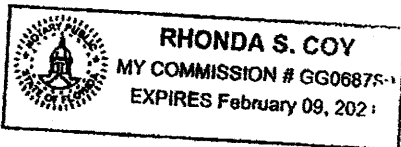
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this 23RD day of February, 2017, by Sonia Bermudez and NANCY HAWKINS, as President and Secretary, respectively, of Harbor Ridge of Palm Harbor Homeowners Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 23RD day of February, 2017.

My Commission Expires:



[Signature]
Notary Public-State of Florida

Print Name: RHONDA COY

Commission No.: _____