

Prepared by and return to:
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INSTRUMENT#: 2012383747, O BK 21452
PG 454-458 10/25/2012 at 12:45:25 PM,
DEPUTY CLERK: YROCHE Pat Frank, Clerk of
the Circuit Court Hillsborough County

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CARDEL VILLAS AT COVINGTON ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amendment to Article II, Section 10, Article III, Section 5, and Article VIII, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Cardel Villas at Covington (hereinafter referred to as "Declaration"), originally recorded at Official Records Book 14751, Page 1440, et seq. of the Public Records of Hillsborough County, Florida, and as thereafter may have been amended from time to time, was duly adopted in the manner provided Article III, Section 5 of the Declaration at a meeting held on September 27, 2012 at which a quorum of the membership was present in person or by proxy.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of October, 2012, at Hillsborough County, Florida.

WITNESSES

CARDEL VILLAS AT COVINGTON
ASSOCIATION, INC.

Sign [Signature]

By: William B Irwin

Print Lynn Ann Berner

Print Name: WILLIAM B IRWIN
As: President

Sign [Signature]

[Signature]
Secretary Signature (Seal)

Print WILLIAM DWATTS

Print Name: Christina DeLuca

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of October, 2012, by William B. Irwin and Christina DeLuca, as President and Secretary respectively, of Cardel Villas at Covington Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

[Signature]
Signature of Notary Public - State of Florida



Print, Type or Stamp Commissioned Name of Notary Public

Personally Known X OR Produced Identification _____
Type of Identification Produced _____

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF CARDEL VILLAS AT COVINGTON**

Amendment to Article II, Section 10, Article III, Section 5, and Article VIII, Section 5 of the Declaration of Covenants, Conditions and Restrictions of Cardel Villas at Covington (hereinafter referred to as "Declaration"), originally recorded at Official Records Book 14751, Page 1440, et seq. of the Public Records of Hillsborough County, Florida, and as thereafter may have been amended from time to time:

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by "..."

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**ARTICLE II
PROPERTY RIGHTS**

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Section 10. Maintenance.

(a) Responsibility of Association. Each Lot is subject to a Monthly Assessment (and Special Assessment if necessary) for the following maintenance which shall be the responsibility of the Association: (i) the exclusive right to conduct "grounds maintenance" on the exterior of each Lot and the remaining Submitted Property, with grounds maintenance being defined as mowing, blowing, edging, fertilization, insect, weed and disease control, irrigation and maintenance of lawns; trimming and replacement of trees, shrubs and landscaped areas, including any partially enclosed front yards of Lots, walks, fences, walls and hedges (if any); (ii) the exclusive right to repair, replace and maintain irrigation systems on or under the exterior of each Lot and the Common Area; (iii) the exclusive right to maintain, repair and replace any and all recreational facilities and other common facilities located within the Common Area which may be now or hereafter installed by Declarant or the Association, including, without limitation, a pool, changing room and water fountain, and the parking area adjacent thereto; ~~and~~ (iv) the exclusive right to maintain, repair and replace the fence which is constructed upon or near the perimeter of the submitted property; and (v) the exclusive right to paint and repair exterior building surfaces, including the inspection and repair of cracking or peeling exterior paint, but the Association shall not be responsible for the repair of structural conditions that may be a contributing cause of the cracking or peeling of such exterior paint. The Association's duty of exterior maintenance does not include the following with respect to any Lot: replacement of any trees, shrubs, lawns or landscaped areas within an enclosed patio or fully enclosed entry area including the enclosed rear patios of Lots, if any, and any other type of maintenance which is the express responsibility of the Owner as provided in Article II, Section 10(b) below, except that the Association will maintain and replace any hedge or other landscaping installed by Declarant along the boundary between any Lot and the Common Area, if any. The Association also is not

responsible for any maintenance, repair or replacement resulting from any fire, wind, flood, tornado, hurricane or other casualty to any Owner's Lot, and each Owner will promptly correct any and all such casualty damage to such Owner's Lot within a reasonable time as specified below. Where it is stated herein that the Association has "exclusive right", it means the Owners of Lots shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Submitted Property. All maintenance performed by the Association shall be at least up to the "Development Wide Standards," which standard shall be determined by the Board and/or committees required or permitted to be established pursuant to this Declaration or the By-Laws. The Association shall have sole discretion as to the timing and necessity of maintenance activities.

(b) Responsibility of Owner. The Owner shall provide exterior maintenance on such Owner's Lot as follows, the cost for which each Owner shall be individually responsible: ~~(i) painting and repair of exterior building surfaces;~~ (ii-i) repair and replacement of all glass surfaces; ~~(iii-ii) repair and replacement of all exterior doors; repair and maintenance of all caulking around exterior doors, windows and vents;~~ ~~(iv-iii) repair and maintenance of gutters (including removal of debris therefrom)~~ (v-iv) inspection and repair of all cracks and cementitious texture surfaces on said Lot; ~~(vi) inspection and repair of all cracks or peeling exterior paint;~~ (vii-v) replacement of any trees, shrubs, lawns or landscape areas within a fully enclosed patio or entry area, if any, on said Lot, including rear patios, if any; ~~(viii-vi) maintenance, repair, or replacement of damage resulting from any fire, wind, flood, tornado, hurricane or other casualty damage within the Lot;~~ ~~(ix-vii) repair or replacement of any property whether upon such Owner's Lot or any other Lot, or the Common Area, which repair or replacement is required because of any gross negligence or the willful act of such Owner or any member of such Owner's family or household, or any guest, tenant or other invitee of such Owner;~~ ~~(x-viii) repair, replacement and maintenance of additional landscaping installed by an Owner within any fully enclosed patio or entry area, including the enclosed rear patio, if any, of an Owner's Lot;~~ ~~(xi-ix) cleaning of walkways located on said Lot when such cleaning is necessary as determined by the Association, and the cleaning is necessitated by excessive wear or staining; and~~ ~~(xii-x) roof repair and maintenance, including but not limited to, such repairs and maintenance as may be necessary to stop or prevent leaks and removal of mildew, algae and other stains. To the extent the roof of a residence needs to be replaced, or the exterior surface of a residence needs to be repainted,~~ the Owners of the residences located in the same building shall coordinate effecting such roof replacement ~~or repainting~~ of the entire building at the same time; provided, however, that a repair of the roof ~~or the repair of a crack in the exterior building surface or peeling paint~~ may be done by one Owner on such Owner's residence without the other Owner making repairs at the same. The Owner shall be responsible for removing any staining of a residence or paved area on said Owner's Lot, which may be caused due to water quality or irrigation system. The Association may require from time to time, that Owners adopt systems to prevent stains (such as automatic de-ionization systems). All maintenance performed by the Owner shall be at least up to the Development Wide Standards. In addition, the Plat states that the rear yard swales along the back property lines of Lots 1 through 35, Block 38, Lots 1 through 15, Block 39, Lots 1 through 8 and 11 through 22, Block 40, Lots 1 through 20, Block 41, and Lots 1 through 17, Block 42, shall be maintained by the individual Lot owners according to the approved grading plan.

(c) Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Owner of any Lot under the following circumstances: (i) such Owner does not maintain in a reasonable condition any lawn or landscaped area, if any, on such Owner's Lot that the Association is not required to maintain; or (ii) such Owner does not when reasonably necessary ~~repaint the exterior surface or~~ replace any glass surfaces or exterior doors on such Owner's Lot; or (iii) any maintenance, repair or replacement, whether upon such Owner's Lot, or any other Lot or Common Area, is required because of any willful act of such Owner or any member of such Owner's family or household or any guest, tenant or other invitees of such Owner; or (iv) any Owner fails promptly to repair or replace, as the case may be, any casualty damage to such Owner's Lot; or (v) the Owner fails to comply with any of the maintenance requirements set forth in subparagraph (b) immediately above; and (vi) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the forgoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than sixty-six percent (66%) of the full Board may undertake such maintenance, replacement or repairs and may assess by specific assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Owner's Lot in the manner provided by this Declaration.

(d) Maintenance Assessment. A monthly maintenance assessment to provide and be used for the grounds maintenance of each Lot, and the painting and repair of exterior building surfaces as set forth in subsection (a) immediately above; and to provide for the maintenance, repair and replacement of the Common Area and all facilities located thereon, all as more particularly described in this Declaration, together with reserves for any and all of the foregoing, shall be assessed against each Lot as more fully described in Article VIII hereof.

ARTICLE III GENERAL PROVISIONS

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Section 5. Amendment. This Declaration may be amended by an instrument signed by the duly authorized officers of the Association provided such amendment has been approved by ~~two-thirds (2/3)~~ a majority of each class of Members. Any amendment, to be effective, must be recorded. Notwithstanding anything herein to the contrary, so long as a Declarant shall own any Lot or have the right to subject additional property to this Declaration, no amendment shall diminish, discontinue, or in any way adversely affect the rights of a Declarant under this Declaration. Any Amendment that changes the proportionate vote necessary to amend the Declaration shall be effective immediately upon its passage, and it shall be applied to the vote on any other amendment to the Declaration that may contemporaneously occur.

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ARTICLE VIII ASSESSMENTS

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Section 5. Maximum Monthly Assessment. The initial Monthly Assessments shall be fixed by the Board of Directors. Thereafter, at least thirty (30) days before the expiration of each calendar year, the Board will adopt a budget for the next year. The adopted budget will be mailed to any Owner within ten (10) days after written request for a copy. If such budget requires a Monthly Assessment of not more than one hundred twenty-five percent (125%) of the Monthly Assessment then in effect, the Monthly Assessments in accordance with the approved budget will take effect on January 1 of the year immediately following the conveyance of the first Lot to an Owner without further notice to any Owner. If such budget requires a Monthly Assessment that is more than one hundred twenty-five percent (125%) of the Monthly Assessment then in effect however, the Board shall call a membership meeting for approval of the budget. In computing the applicable percentage of the new Monthly Assessment for the above determination, any increase due to an increase in utility charges for the Common Areas, insurance premiums, or cable television charges, if any, shall not be included, but shall be automatically passed on as part of the Monthly Assessment. ~~Two-thirds (2/3)~~ A majority of each class of those Members voting in person or by proxy and authorized to vote and voting at a meeting at which a quorum is present is sufficient for such approval, and the Monthly Assessment approved will take effect at the commencement of the next ensuing fiscal year without notice to any Owner. If the proposed Monthly Assessment is disapproved, ~~two-thirds (2/3)~~ a majority of each class of the Members present who are authorized to vote and voting will determine the Monthly Assessment for the next fiscal year, which may be any amount not exceeding that stated in the meeting notice. In the absence of any valid action by the Board or the membership to the contrary prior to the commencement of any fiscal year, the Monthly Assessment then in effect will automatically continue for the ensuing fiscal year, increased only by any increase in utility charges, insurance premiums and cable fees. The Board may increase the Monthly Assessment at any time during the year to provide for an increase in utility charges, insurance premiums or cable fees (if any) for the Common Area.

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