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**AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS, LIMITATIONS  
AND CONDITIONS  
OF VALRICO POINT DEVELOPMENT**

THIS AMENDMENT is made this the 30<sup>th</sup> day of January 2007, by the VALRICO POINTE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, herein referred to as the "Association", whose mailing address is 7001 Temple Terrace Highway; Temple Terrace, Florida 33637

WITNESSETH:

WHEREAS, CHADWELL HOMES CORPORATION, a Florida corporation, as the Developer heretofore imposed certain covenants, restrictions, limitations and conditions upon real property located in Hillsborough County, Florida, by virtue of that certain Master Declaration of Covenants, Restrictions, Limitations and Conditions for Valrico Pointe Development, as recorded in O.R. Book 13004, Page 1397, Public Records of Hillsborough County, Florida, together with any amendments thereto (herein collectively called the "Declaration"); and

WHEREAS, pursuant to Paragraph 32 of the Declaration, as amended, the Declaration can be amended by a two-thirds vote of each class of membership either in person or by proxy; and

WHEREAS, at a meeting called on the 13<sup>th</sup> day of September, 2006, for the purpose of amending Paragraph 19 of the Declaration, there was an affirmative vote of 2/3's of each class of membership to amend Paragraph 19 as follows;

NOW, THEREFORE, the Association hereby amends Paragraph 19 of the Declaration and the undersigned President would certify the following:

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. Paragraph 19 is hereby amended as follows (~~deletions are struck through~~, new items are underlined).

19. FENCES AND PLANTINGS. No continuous hedge or planting shall be permitted between the front setback line and the front property line of any Lot, except shrubbery next to the dwelling which does not detract from the neighborhood, unless approved by the Developer. No continuous fence, wall or like structure shall be permitted to extend any further forward than the midpoint of the dwelling. ~~between the rear corners of the dwelling and the front Lot line of any Lot, except that with respect to corner Lots a fence may extend toward the right-of-way up to ten feet (10') from the face of the house which is not the front of the house for address purposes.~~ No continuous fence, wall, hedge, planting or like structure over six feet (6') in height shall be permitted on any Lot. Each fence which is installed or placed on any Lot in the Development must be of new material and constructed of wood, brick stucco, finished masonry, PVC or such other material as is approved by the Developer. Each such fence installed, constructed or placed on any Lot by an Owner shall be of a design and construction that does not detract from the neighborhood and shall be maintained in good condition. The Owner of each Lot shall also be responsible for paying the costs of the repair and replacement of any portion of any wall, fence or other buffer which is damaged by the negligent or intentional act or omission of such Owner or a person under the supervision or responsibility of such Owner. No buffer of any kind, except those approved in writing by the Developer, shall be placed on the portion of any Lot facing or abutting Tract A or Tract B of the Property.

IN WITNESS WHEREOF, the undersigned corporation has caused this Amendment to Master Declaration of Covenants, Restrictions, Limitations and Conditions to be executed by its duly authorized

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officers and affixed its corporate seal as of the day and year first written above. These amendments shall take effect upon filing.

As to President:

[Signature]  
Printed Name: Jennifer Pearson  
[Signature]  
Printed Name: Catherine Chapman

By: [Signature]  
Printed Name: Charles Brooke  
President

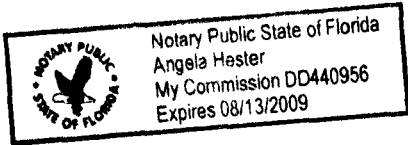
Attested to by Secretary:

[Signature]  
Printed Name: Darlene Carter  
[Signature]  
Printed Name: JEAN SHAW

By: [Signature]  
Printed Name: MELISSA PETERMAN  
Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30 day of January, 2007, by Charles Brooke President VALRICO POINTE MASTER ASSOCIATION, INC., on behalf of the Association. Who is personally known to me or produced a \_\_\_\_\_ as identification, and did take an oath.



[Signature]  
Notary  
Name and Commission Number:

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 30 day of January, 2007, by Melissa Peterman Secretary VALRICO POINTE MASTER ASSOCIATION, INC., on behalf of the Association. Who is personally known to me or produced a \_\_\_\_\_ as identification, and did take an oath.

[Signature]  
Notary  
Name and Commission Number:

Prepared by and return to:  
Antonio Duarte, III  
Attorney at Law  
6221 Land o' Lakes Blvd.  
Land o' Lakes, Florida 34638

