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Prepared by and return to:

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

**WHEREAS**, the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development was recorded on August 22, 2003 in Official Record Book 13004, Page 1397 of the Public Records of Hillsborough County, Florida (hereinafter the "Declaration");

**WHEREAS**, the Declaration was amended by that certain First Amendment to the Declaration, recorded on September 30, 2003 in Official Record Book 13160, Page 1158; by that certain Amendment to the Declaration, recorded on March 1, 2007 in Official Record Book 17526, Page 1638; and by that certain Certificate of Amendment, recorded on August 5, 2014 in Official Record Book 22724, Page 1680; of the Public Records of Hillsborough County, Florida;

**WHEREAS**, pursuant to Article 32 of the Declaration, the Declaration may be amended upon the affirmative vote of not less than fifty-five percent (55%) of the votes cast by the members at a meeting at which a quorum is present;

**WHEREAS**, WILMER SIRINE, as President and JOYCE SINGSTER, as Secretary of Valrico Pointe Master Association, Inc., do hereby certify that at the special membership meetings held on February 26, 2015, the following amendments to the Declaration were approved upon the affirmative vote of not less than fifty-five percent (55%) of the votes cast by the members at the duly called meeting at which a quorum was present:

I. Article 3 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

3. GARAGES. Each single-family dwelling shall have a private, totally enclosed garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the Developer or the ARC, extending from the garage to the front Lot line. ~~All garages shall contain automatic electric door openers which shall be maintained in good operating condition.~~ Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling. No carports shall be permitted.

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II. Article 9 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

9. ~~UTILITY BUILDINGS~~ACCESSORY STRUCTURES. No ~~utility buildings~~ accessory structure, sheds or outbuildings shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer ARC, ~~except for such construction trailers and storage sheds as are approved by the Developer for use by contractors in connection with construction of improvements in the Subdivisions, and except for any sales offices as are approved by the Developer for use by home builders in connection with sales of homes in the Subdivisions.~~ An approved accessory structure shall be located only in the rear yard of the Lot, behind the dwelling structure. All accessory structures shall be anchored to prevent damage to the accessory structure or damage to any other improvement. An accessory structure which is not anchored shall not be approved by the ARC. Two (2) types of accessory structures may be approved: (1) storage buildings and (2) outdoor gathering structures, such as a pavilion or a gazebo. Any such buildings accessory structure which may be are approved by the Developer ARC shall be constructed out of the same material and have the same finish, including color, as the dwelling's body color and garage shall be no more than twelve feet (12') wide, twelve feet (12') long and ten feet (10') high from ground level. Outdoor gathering structures shall be no larger than 196 square feet in floor area and no higher than twelve feet (12') from ground level. An outdoor gathering structure shall be of new material and constructed of wood, wood composite or vinyl; screening is optional. Roofing on an outdoor gathering structure shall be the same material as on the dwelling or of wood or wood composite matching the gathering structure. A commercially designed or prefabricated structure made of the same exterior materials as the dwelling and the same colors as the exterior of the dwelling, which is new or like new may be approved by the ARC. An accessory structure which does not conform to this article shall not be approved by the ARC. All accessory structures shall be anchored to prevent damage to the accessory structure or damage to adjacent dwellings. An accessory structure which is not anchored shall not be approved by the ARC. No structure of a temporary character, tents, shacks or any utility buildings, sheds or outbuildings shall be used on any Lot at any time as a dwelling, either temporarily or permanently.

III. Article 10 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

10. DEVELOPMENT CONTROL. In order to maintain standards of architectural development, the ARC shall promulgate, subject to approval by the Board, Rules, Guidelines, and Standards for alterations and improvements to any Lot or improvement upon a Lot. The Rules, Guidelines and Standards shall identify such information as may be required by the ARC to approve any alteration or modification to any Lot or any modification or improvement upon a Lot, including but not limited to colors, materials, sizes, locations, and such other information as the ARC determines to be reasonably required. ~~establish an approved master plan of homes as early as practicable prior to the date of commencement of construction of any dwelling on any Lot, or~~ Prior to performing painting or the construction or modification of any improvements to an existing dwelling on any Lot, the Owner of such Lot shall furnish to the Developer ARC the following:

- (a) The name, address, phone number, e-mail address and preferred contact information of the Owner filing the request;

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- (ba) The name, and address, and phone number of the contractor and any design professional working for the Owner on the proposed project;
- (b) ~~The name and address of any lender financing the construction of dwelling;~~
- (c) Home Project plans and specifications which shall include elevation views, floor plans and a typical landscape plan as may be impacted by the proposed project; and
- (d) Any additional information specified by the Rules, Guidelines, and Standards for the proposed project.

The Developer ARC shall review the foregoing to determine whether they comply with the provisions of this Declaration and the Rules, Guidelines and Standards; ~~to determine whether or not the proposed dwellings to be constructed upon the Lots will blend architecturally with the other dwellings constructed or to be constructed on other Lots in the Property, will detract from the neighborhood or will materially affect the property values of other Lots in the Property; to determine the nature and quality of proposed workmanship and materials.~~ Upon receipt of the complete application and any required information or document, ~~the Developer ARC will either approve or disapprove the proposed plans and specifications and if they are approved will furnish to the Owner within ten (10) days after the ARC meeting in which the request is considered,~~ a notarized statement that the plans and specifications have been approved. If the plans and specifications are not approved, notice of the disapproval and the reason for disapproval shall be given to the Owner of the Lot within ten (10) days after receipt of the plans and specifications the ARC meeting in which the request was considered. If no notice of approval or disapproval is given to the Owner of the Lot by the Developer ARC within such ten (10) days after the ARC meeting, the ARC Developer shall be deemed to have waived the foregoing provision with respect to approval of construction and the plans and the proposed construction shall be deemed to have been approved denied the request. If no notification is received by the Owner within ten (10) days following the ARC meeting at which the request was considered, the Owner may request a copy of the determination from the property manager. ARC meetings shall be held at least every thirty (30) days, except when no applications have been received. Meetings of the ARC shall be subject to the requirements of the Association By-laws. After the plans and specifications have been approved, construction shall may commence as soon as practicable, shall be completed in accordance with the plans and specifications and shall be pursued diligently and continuously until completed. If the project has not been completed within six (6) months of approval, a new request must be submitted to the ARC for an extension of time for completion. A denial by the ARC of any application for a proposed project may be appealed by the Owner to the Board of Directors within thirty (30) calendar days of such denial. The decision of the Board of Directors, as to any appeal of an ARC denial, shall be binding. There shall be no material changes in the plans and specifications without the prior written consent of the Developer ARC. This paragraph imposes no responsibility or liability upon the Developer ARC or the Board of Directors to any Owner or any other person to review the plans and specifications and if reviewed to verify that the construction is in accordance with the plans and specifications, building, zoning and other codes, ordinances, laws, rules and regulations. Each Owner is responsible alone for the quality and safety of construction of the dwelling or any improvement on each such Owner's Lot. ~~Upon completion of construction of 144 homes in the Development, the Association will be responsible for all Development Control.~~

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IV. Article 11, subsection (o) of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

- (op) Perform such other maintenance, repair and replacement as the Directors shall determine to be in the best interest and for the purpose of promoting the health, safety, general welfare and benefit of the Members and the Development.

V. Article 17 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

17. ANIMALS. No animals, livestock, reptiles, amphibians or poultry of any kind shall be raised, bred or kept on any lot, except that dogs or cats only may be kept, provided they are ~~two (2)~~ four (4) or fewer in number and provided further that they are not maintained or bred for any commercial purpose, and that proper restraint and control are used in the keeping of them. The Owner of each Lot shall be responsible for complying with all applicable governmental laws, ordinances, rules and regulations with respect to dogs and cats owned and maintained by such Owner. Any structure intended to house pets, e.g. a dog house, shall not be visible from ~~any street~~ the right-of-way in front of the dwelling and shall not detract from the Development. No pet shall be allowed to run free within the Development and all pets shall be fenced or leashed. No pets shall be allowed to litter on any Lots in the Development other than the Lot owned by the owner of the pet.

VI. Article 19 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

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 ~~ARC Developer~~. No continuous fence, wall or like structure shall be permitted extend any further forward than the midpoint of the dwelling. 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, or 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 cost 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 ~~ARC Developer~~, shall be placed on the portion of any Lot facing or abutting Tract A, ~~or Tract B~~ or within any retention pond easement within ~~of the Property~~.

VII. Article 20 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

20. RECREATION EQUIPMENT. With the exception of portable basketball hoops as more fully provided below, portable R recreation equipment ~~or structures, sports equipment or structures, and other equipment or structures~~ shall not be placed in the

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street or road right-of-way or on a sidewalk and shall not be permitted to remain outside of the dwelling overnight between the front lot line and the rear corners of the dwelling. Portable recreational equipment, upon a Lot, must be placed or stored in the rear of the Lot and in a manner that is not within view from the front street or front road right-of-way. Permanent installation of any such recreation equipment or structures is not permitted without the prior written consent of the ARC Developer, which consent the Developer may withhold in the Developer's sole and exclusive discretion.

No recreation equipment is to be left unattended in Retention Areas.

A portable basketball hoop may be stored on a Lot, if the hoop, net, and stand are maintained in a like new condition. The portable basketball hoop shall be located as close as possible to the side of the driveway furthest from the dwelling's sidewalk and at least ten feet (10') from the public sidewalk and not interfere with ingress or egress of vehicles to the garage. A portable basketball hoop, when in use, shall be stabilized using substances recommended by the manufacturer of the portable basketball hoop for that purpose. A portable basketball hoop that is not being used on a regular basis shall be placed or stored in a manner that is not within view from the street or the road right-of-way. The installation of a permanent basketball hoop is prohibited.

VIII. Article 30 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is deleted to read as follows:

~~30. — SPECIAL EXCEPTIONS AND VARIANCES. The Developer reserves the right to grant exceptions and variances from the strict application of the provisions of this Declaration and from the strict enforcement of all of the terms, conditions and provisions of this Declaration. Also, the Developer reserves the right to grant consents to encroachments of improvements into easements and waivers of the strict application of the provisions of this Declaration. The granting of the exceptions, variances, consents and waivers shall be within the sole and absolute authority, discretion and opinion of the Developer and the Developer may, in the Developer's sole and exclusive discretion, unreasonably withhold any such exception, variance, consent or waiver. Furthermore, the granting of any such exception, variance, consent or waiver shall not be construed or interpreted to grant, and shall not grant, any right to any other persons upon a subsequent application the right to receive the approval of an application for an exception, variance, consent or waiver.~~

**CODING: New language is marked with a double underline, and deleted language is marked with a ~~strike through line~~.**

[Officers' Signatures are on Page 6]

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Signed, sealed and delivered in the presence of:

VALRICO POINTE MASTER ASSOCIATION, INC.

Marie Rock  
Print name: Marie Rock

By: [Signature]  
WILMER SIRINE, President

[Signature]  
Print name: Lou Ellen Wilson

Signed, sealed and delivered in the presence of:

ATTEST:

Marie Rock  
Print name: Marie Rock

By: [Signature]  
JOYCE SINGSTER, Secretary

[Signature]  
Print name: Lou Ellen Wilson

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instruments was acknowledged before me this 5<sup>th</sup> day of March, 2015, by WILMER SIRINE and JOYCE SINGSTER, as President and Secretary, respectively, of Valrico Pointe Master Association, Inc., who are personally known to me or have produced \_\_\_\_\_ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development and severally acknowledge the execution thereof to be their free act and indeed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 5<sup>th</sup> day of March, 2015.

[Signature]  
NOTARY PUBLIC, State of Florida  
My Commission Expires:

