

THIS IS NOT A
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Prepared by and return to:

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Tampa, FL 33602
(813) 204-6422

_____ [space above line for recording information] _____

**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 originally 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; the Amendment to the Declaration recorded on March 1, 2007 in Official Record Book 17526, Page 1638; the Certificate of Amendment recorded on August 5, 2014 in Official Record Book 22724, Page 1680; and the Certificate of Amendment recorded on March 12, 2015 in Official Record Book 23140, Page 455; 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, CARA DRAKE, as President and ROBERT INFANZON, as Secretary of Valrico Pointe Master Association, Inc., do hereby certify that at the special membership meeting held on June 14, 2018, the proposed amendments to the Declaration attached hereto as **Exhibit "A"** 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:

[Officers' Signatures are on Page 2]

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Certificate of Amendment to Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development
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Signed, sealed and delivered in the presence of:

Jennifer Fowler
Print name: Jennifer Fowler

Andrey Nianychnev
Print name: ANDREY NIANYCHNEV

VALRICO POINTE MASTER ASSOCIATION, INC.

By: Cara Drake
CARA DRAKE, President

Signed, sealed and delivered in the presence of:

Jennifer Fowler
Print name: Jennifer Fowler

Andrey Nianychnev
Print name: ANDREY NIANYCHNEV

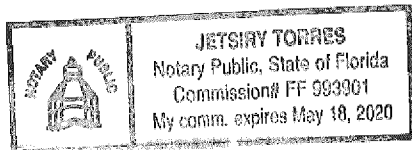
ATTEST:

By: Robert T. Infanzon
ROBERT INFANZON, Secretary

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instruments was acknowledged before me this 26 day of June, 2018, by CARA DRAKE and ROBERT INFANZON, as President and Secretary, respectively, of Valrico Pointe Master Association, Inc., who are personally known to me or have produced FL DL 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 26 day of June, 2018.



Jessy Torres
NOTARY PUBLIC, State of Florida
My Commission Expires:

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PROPOSED AMENDMENTS TO DECLARATION OF COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS OF VALRICO POINTE DEVELOPMENT

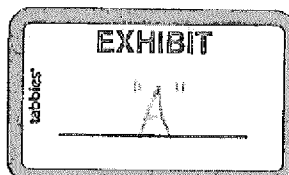
I. Article 19 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

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. No continuous fence, wall or like structure shall be permitted to extend any further forward than the midpoint of the dwelling. No continuous fence, wall, 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 brick, stucco, finished masonry, black aluminum picket or PVC. 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, shall be placed on the portion of any Lot facing or abutting Tract A, Tract B or within any retention pond easement within of the Property.

II. Article 36 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is created to read as follows:

36. MAILBOXES. Owners shall be responsible for the maintenance, repair and replacement of the mailboxes associated with the Owner's Lot and any damage or destruction to the mailbox associated with the Owner's Lot caused by the negligence or intentional acts of any other Owner or person.

Any mailbox on the Property may be removed and replaced with a new mailbox by the Association, by and at the cost and expense of the Association. The Association may replace all of the mailboxes in Abbey Grove, Carriage Park and Park Meadow independently, or replace individual mailboxes. The determination of which mailboxes the Association will replace shall be at the sole and absolute discretion of the Board. The Association shall have no liability for any mailbox within the Property removed by the Association as part of mailbox replacement. Upon removal, a removed mailbox shall become property of the Association and may be disposed of or used as the Association sees fit. The Association shall have the right to use Association funds to cover the cost of mailbox replacement within the Property. Notwithstanding the fact that the Association may replace a mailbox



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associated with an Owner's lot, the Owner shall still be responsible for the maintenance, repair and replacement of the mailbox installed by the Association associated with the Owner's Lot.

If an Owner fails to maintain a mailbox associated with the Owner's Lot, a mailbox associated with the Owner's Lot is damaged or destroyed as a result of the negligent or intentional act of an Owner or other person, or the mailbox installed by the Association is altered, changed, removed or otherwise modified by someone other than the Association or its agents, in addition to all other remedies available to the Association pursuant to the Association's governing documents and Florida Law, the Association shall have the right to exercise the right of abatement in accordance with Article 13 of the Declaration to perform all such action that may be necessary and assess all costs incurred by the Association against the Lot associated with the mailbox in accordance Articles 7 and 13 of the Declaration.

The Association may pass rules and regulations regarding the style, nature, shape, color, size, materials and location of mailboxes in the community. The rules and regulations may be specific to Abbey Grove, Carriage Park and Park Meadow.

III. Article 14 of the Declaration of Covenants, Restrictions, Limitations and Conditions of Valrico Pointe Development is amended to read as follows:

14. SIGNS. No sign of any kind shall be displayed to the public view of any Lot or within any public road right of way except for one (1) sign of not more than one (1) square foot identifying the owner thereof and one (1) sign of not more than five (5) square feet advertising the home for sale or rent, ~~and except such signs and other advertising devices or structures of such size and design as the Developer shall approve in connection with the sale of Lots and the sale of homes constructed on Lots by builders in connection with the conduct of the Developer's operation for the development, subdivision and sale of Lots and homes in the Development.~~ Notwithstanding the foregoing, the Association may install signage, not to exceed three (3) square feet, conveying information to residents or third parties related to the community on Common Area, Street Islands, at an entrance or within the right of way.

CODING: Deleted language is marked with a ~~strikethrough line~~, and new language is marked with a double-underline.