INSTRUMENT#: 2008141812, BK: 18583 PG: 1673 PGS: 1673 - 1678 04/21/2008 at 02:49:17 PM, DEPUTY CLERK: BKRUMMERICH Pat Frank, Clerk of the Circuit Court Hillsborough County

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		CERTIFICATION COPY This Instrument Prepared by and Return to: Robert L. Tankel, Esquire Address: Robert L. Tankel, P.A. 1022 Main Street, Suite D Dunedin, Florida 34698
	SP	PACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAVANNAH LANDINGS AND BYLAWS OF SAVANNAH LANDINGS HOMEOWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY that the attached amendments to the Declaration of Covenants, Conditions and Restrictions of Savannah Landings and Bylaws of Savannah Landings Homeowners Association, Inc., as described in Official Records Book 10201, Page 1889, et. seq. of the Public Records of Hillsborough County, Florida, were duly approved in the manner required therein at the reconvened annual meeting of the membership held on October 7, 2007.

IN WITNESS WHEREOF, we have affixed our hands this $\underline{H}^{\underline{H}}$ day of \underline{Apr} , 2008, at Hillsborough County, Florida.

SAVANNAH LANDINGS HOMEOWNERS ASSOCIATION, INC.

Chapman, Mresident

Attest:

Laurie Ohall, Secretary

WITNESSES:

Signature of Witness #1

CRAIDET Printed Name of Witness #1

Signature of Witness #2

James Wright Printed Name of Witness #2

STATE OF FLORIDA COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared Ralph Chapman and Laurie Ohall, to me known to be the President and Secretary, respectively, of Savannah Landings Homeowners Association, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under the authority vested in them by said corporation. They are personally known to me or have produced

(type of identification) as identification. If no type of identification and is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this $\frac{14}{14}$ day of Ari _, 2008.



My M. Mook

Printed Name: MAN un M. MOOK

My commission expires:

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ADOPTED AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SAVANNAH LANDINGS AND BY-LAWS OF SAVANNAH LANDINGS HOMEOWNERS ASSOCIATION, INC.

1. Article III, Section 16, and Article V, Section 4 of the Declaration of Covenants, Conditions and Restrictions, are amended to read as follows:

ARTICLE III GENERAL USE RESTRICTIONS

Section 16. Maintenance. Each Owner must repair, replace and maintain the walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such owner's Lot, which are not maintained by the Association. The Association shall maintain the landscaping, lawn, and irrigation system, including fertilization and irrigation water; the individual mailbox located on each Lot; exterior paint, exterior roofing including repair and replacement for ordinary use, wear and tear, the security wall, streetlights, and main subdivision roadway including repaying as necessary. However, the Association is not responsible for insuring the roofs, nor is the Association responsible for replacement of the roofs if the damage is caused by a hurricane, a tornado, a fire, or any other extraordinary casualty loss. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot. No Owner may permit any waste to the exterior portions of such Owner's Lot. In the event an Owner damages the mailbox located on his/her Lot, that Owner will be responsible for the costs of any repair or replacement of the mailbox. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary, and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article V, Section 4 hereunder.

ARTICLE V THE ASSOCIATION

Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot, except the Association shall maintain exterior landscaping, lawn, irrigation system, mailboxes on Lots, and exterior painting and

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roofing; and each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonably attractive condition.

2. Article III, Section 7 of the Declaration of Covenants, Conditions and Restrictions, is amended to read as follows:

ARTICLE III GENERAL USE RESTRICTIONS

Section 7. Vehicular Parking. No motorized wheeled vehicles of any kind and no boats may be kept or parked on any Lot, unless completely inside a garage attached to the main residence, except that private automobiles of the occupants, bearing no commercial signs, may be parked in the driveway or parking area on the Lot. ...

3. Article III, Section 20 of the Declaration of Covenants, Conditions and Restrictions, is amended to read as follows:

ARTICLE III GENERAL USE RESTRICTIONS

Section 20. Fences. The Association shall have the authority to construct, install, and maintain fences within the Community. Beginning with the date of adoption of this provision, no owner shall be entitled to install any new or replacement fences within the subdivision. Fences shall be permitted only as designated in guidelines adopted by the Board of Directors, from time to time, which standards shall be compatible with the community as a whole. All fences shall comply with County regulations.

No fences will be allowed to impede a neighbor's view of any lake or pond which is located within the boundaries of the Community. All fences must have a minimum five feet access gate for lawn maintenance. Fences must not impede any drainage of the lot. No fence surface shall be facing the street in front of the building. All fences shall be PVC stockade style unless otherwise approved by the Board of Directors. Association has the right to enter upon all properties for the purpose of repair or any maintenance or painting of any walls or fences.

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4. Article III of the Declaration of Covenants, Conditions and Restrictions, is amended to add a new Section 28, as follows:

ARTICLE III GENERAL USE RESTRICTIONS

Section 28. Lease Restrictions. Beginning with the effective date of this amendment, any rental or lease of a Dwelling or Lot must comply with the following:

(a) A Dwelling may not be rented or leased during the first two (2) years (24 months) of ownership.

(b) All leases or rentals must be for a minimum of one (1) year (12 months), and no more than one lease per 12-month period is permitted.

(c) Prior to any contract being executed for rental or lease, the Owner shall provide a copy of the rental or lease agreement to the Board of Directors, with expiration date clearly noted, to update the Association's Records.

(d) A Dwelling which is rented or leased shall be defined as any Dwelling which is occupied by other than the record owner, or his/her spouse.

(e) Only entire Dwellings may be rented. Occupancy shall be by no more than two (2) persons per bedroom.

(f) In the event the Owner/Lessor becomes delinquent in the payment of any assessments due to the Association during the term of the Lease Agreement, upon written demand by the Association, Lessee shall pay directly to the Association rental payments due to the Owner/Lessor. The Association shall be granted the full right and authority to demand and receive the entire rent due from the Lessee and deduct from the rent all assessments, interest, late charges and attorney's fees and costs, if any, due to the Association. The balance, if any, shall be forwarded to the Owner/Lessor at such address as the Owner may designate in writing. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the Lessee directly to the Owner/Lessor. This right may be exercised by the Association at any time the Owner shall become delinquent.

(g) The effective date of this amendment will be the date of its recordation in the Public Records of Hillsborough County, and shall apply to all rentals or leases entered into after the effective date.

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5. Article VI, Section 2, of the Declaration of Covenants, Conditions and Restrictions, is amended to read as follows:

ARTICLE VI ASSESSMENTS

Section 2. Annual Assessment. ... In addition, the Board of Directors shall establish reserve accounts for maintenance, repair and replacement of perimeter walls/fences, wells, pool, roads, exterior painting, roofs ("Allocated Funds"), and for general deferred maintenance. The Board may use the funds in the general deferred maintenance category for any of the items listed in the Allocated Funds categories. The Board shall have the authority to use the Allocated Funds for any expenses related to perimeter walls/fences, wells, pool, roads, exterior painting and roofs; but the Board does not have the authority to transfer any of the Allocated Funds for a different purpose will require the approval of a maiority of the Owners' votes cast, in person or by proxy, at a duly-called meeting of the membership at which a quorum is present. The Board may establish additional reserves for deferred maintenance and replacement of common area and common area improvements, and all types of reserves shall be in such categories and amounts to be determined by the Board from time to time.

6. Article V, Section 1 of the By-Laws is amended to read as follows:

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At least forty-five (45) days prior to the annual meeting, the Board shall appoint a Nominating Committee, made up of three or more Association members who are not running for the Board and are not currently Board members. The Nominating Committee shall nominate a slate of candidates equal to the number of seats to be filled at the election. In addition, nominations shall be taken from the floor at the time of the annual meeting, prior to the election.