

Prepared By and Return To:
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KEN BURKE, CLERK OF COURT
PINELLAS COUNTY FLORIDA
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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF RESTRICTIONS OF SKYE LOCH VILLAS AND THE BY-
LAWS OF SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.**

I HEREBY CERTIFY THAT the attached amendments to the Declaration of Restrictions of Skye Loch Villas and the By-Laws of Skye Loch Villas Owners' Association, Inc., as described in Book 12589 at Page 2345 and UN Book X, Page 208 of the Official Records of Pinellas County, Florida, was duly adopted in the manner required by the Association's Governing Documents, at a meeting held on 1-27-09, 2009.

IN WITNESS WHEREOF, I have affixed my hand this 13th day of Feb, 2009, at Pinellas County, Florida.

SKYE LOCH VILLAS OWNERS'
ASSOCIATION, INC.

(SEAL)

Witnesses:

[Signature]
Signature

Zareeda Ali
Printed Name

[Signature]
Signature

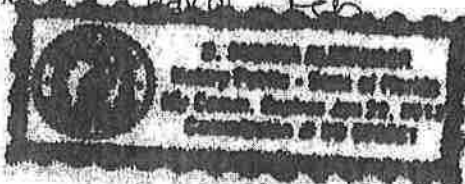
Renee Y. Barwick
Printed Name

By: [Signature]
President
Leslie C. Gilbert

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, personally appeared Leslie C Gilbert to me known to be the President of Skye Loch Villas Owners' Association, Inc. and he/she acknowledged before me that he/she freely and voluntarily executed the same as such authorized agent, under authority vested in him/her by said corporation. He/She is personally known to me or has produced FLDL (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 13th day of Feb, 2009.



[Signature]
Notary Public
Printed Name: D. Suzana Alexander

ADOPTED AMENDMENTS TO
DECLARATION OF RESTRICTIONS OF
SKYE LOCH VILLAS AND
BY-LAWS OF SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.

1. Amendment to Declaration, Article IV, Section 4., to read as follows:

ARTICLE IV
USE RESTRICTIONS

Section 4. In order to preserve and retain the value of Skye Loch Villas, rented villas will be limited to not more than six (6%) of the 168 villas and must be rented for a term of not less than six (6) months. The Board has the authority to make exceptions to this requirement in the event of death of an Owner or occupant and other hardship situations. Any Owner currently leasing prior to the effective date hereof may continue to do so provided that the lease is a renewal of the existing lease. Thereafter, leasing must comply with the provisions hereof. A copy of the proposed lease must be provided to the Board prior to the commencement of the lease. The Board shall have the power to acquire such information concerning the proposed lease and the proposed lessee as may be reasonably necessary in order to maintain the integrity of this provision. All lessees are subject to personal interviews by the Board. The Association shall have the right to charge a fee for the lease or sale of a Lot by its Owner, or occupancy of a Lot by persons other than the Owner(s) and his or her Immediate Family, in an amount up to \$55.00 per applicant, the exact amount to be determined by the Board of Directors, to cover the costs of contacting the references given by the applicant and such other costs of investigation, including credit and background checks, that may be incurred by the Board of Directors.

2. Amendment to Declaration, Article IV, to add a new Section 5., to read as follows:

Section 5. Notwithstanding anything to the contrary contained herein, beginning with the adoption of this amendment, no entity other than a natural person may own a Villa/Lot. This prohibition shall apply to ownership by entities including but not limited to, a corporation, a limited partnership, a limited liability company and similar non-natural person. The only exceptions to this restriction are:

(a) a Villa owned by a corporation, a limited partnership, a limited liability company and similar non-natural person prior to the effective date of this amendment; or

(b) a conveyance, by a natural person to a trust, in which the former Owner or Owners of the Villa, or the spouse, child or children or the Owner or Owners, are trustees and beneficiaries of the trust for estate planning purposes.

(c) the Association may take title to a Villa pursuant to the Governing Documents of the Community and the Association.

3. Amendment to Declaration, Article IV, to add a new Section 6., to read as follows:

Section 6. Beginning with the effective date of this amendment, no individual may own or have any ownership interest in more than one (1) Lot or Villa. This shall include ownership by a corporation, trust, partnership or other entity in which the individual is an officer, beneficiary, trustee, partner, stockholder, or has any other ownership right. No individual who currently owns more than 1 Villas/Lots will be permitted to purchase additional Villas. Also, if an individual owns more than 1 Villas/Lots, and sells one of the Villas, he/she will not be permitted to purchase a replacement Villa, until such time as the replacement would not exceed the maximum ownership of 1 Villas per Individual. This restriction shall not apply to the Association.

4. Amendment to Declaration Article IV., to add a new Section 7., to read as follows:

Section 7. Single Family Use. Each Lot shall be used as a residence for a single family and for no other purpose. A "single family" shall be defined herein as: (a) one person living alone; (b) two persons related by blood, marriage or adoption, and their immediate family; or (c) two persons living together as a single housekeeping unit. "Immediate Family" is defined as the parents, children, or grandchildren (and their respective spouses) of the owner or the owner's spouse.

5. Amendment to Declaration, Article VII, Section 1., to comply with the Florida Law, to read as follows:

ARTICLE VII COVENANT FOR ASSESSMENTS

All of the foregoing, together with interest and all costs and expenses of collection, including a reasonable attorneys' fee, are a continuing charge on the Lot secured by a continuing lien upon the Lot against which each assessment is made as provided elsewhere herein. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, is also the personal obligation of the person who was the Owner of such Lot when such maintenance fee fell due. However, such

~~personal obligation for delinquent maintenance fees will not pass to an Owner's successors in title unless assumed expressly in writing.~~

6. Amendment to Declaration, Article VII, Section 2.1, to read as follows:

Section 2. Purpose of Maintenance fees. . . .

Section 2.1 General Maintenance fee. An annual general maintenance fee to provide for and be used for the operation, management, maintenance, repair, servicing, renewal, replacement, and improvement of Skye Loch Villas and all property related thereto, including payment of taxes and insurance and the cost of labor, equipment, materials, management, and supervision and all other general activities and expenses of the Association. The general maintenance fee shall include the costs of providing pest control for the Lots, villas, and Association Common Area.

7. Amendment to Declaration, Article VII, Sections 7. and 8., to read as follows:

Section 7. Lien for Maintenance fee. All sums assessed to any Lot, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees are secured by a lien on such Lot in favor of the Association.

Section 8. Remedies of the Association. Any maintenance fee not paid within ten (10) days after its due date shall bear interest at the rate set by the Board but in no event less than of twelve (12%) per annum highest rate allowed by law from the due date. In addition to interest, the Association may charge an administrative late fee in the amount of \$25.00, or 5% of the assessment installment due, whichever is higher, for each delinquent installment that the payment is late. All payments on account shall be first applied to interest and late fees, then to costs and reasonable attorneys' fees incurred in collection, and then to the assessment payment first due. The Association may . . .

8. Amendment to Declaration, Article VIII, Section 1., to comply with the Florida Law, to read as follows:

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. Unless otherwise expressly provided herein, the Association has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules and regulations now or hereafter imposed by, or pursuant to the provision of this Declaration, the Articles, Bylaws or Rules and Regulations. In the event of litigation, the prevailing party may recover all costs and expenses

incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. In addition, the Association shall be entitled to recover any non-litigation or pre-litigation attorneys' fees and costs incurred as a result of hiring legal counsel to enforce the Declaration or Restrictions, and any Rules and Regulations, when the matter is resolved without the need for court, mediation or arbitration action. Such fees and costs shall be an assessment against the Lot and the Owner involved in the violation, and shall be collected in the same manner as any other assessment, as provided in the Declaration. The Board may levy fines as allowed by Section 720.305 Florida Statutes as amended from time to time and any such fine shall become a lien against a Lot and collectable in the manner set forth in Article VII above.

9. Amendment to By-Laws, Article VII, Section 7.6, to read as follows:

ARTICLE VII ELECTIONS

7.6 All those elected will be introduced to the Membership by the President and take office at the February's Regular immediately upon the closing of the Annual Meeting of the Association Meeting.

10. Amendment to By-Laws, Article IV, Section 4.10., to read as follows:

ARTICLE IV MEETINGS

4.10. The Board shall meet on the last Tuesday of the month at 1:00 p.m., and/or at such other date and time as determined by the Board of Directors, from time to time, at the Clubhouse, 729 Skyloch Drive North, Dunedin, Florida 34698.

PLEASE NOTE: DELETIONS INDICATED BY STRIKE THROUGH; ADDITIONS INDICATED BY UNDERLINING; UNAFFECTED TEXT INDICATED BY "..."