

Prepared by and return to:
Joseph M. Murphy, Esquire
DeLoach, Hofstra & Cavonis, P.A.
8640 Seminole Boulevard
Seminole, Florida 33772
Skye Loch Owners Assoc., Inc.
JMM/ks

**CERTIFICATE OF AMENDMENT TO THE RULES AND REGULATIONS OF
SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.**

THIS IS TO CERTIFY THAT:

1. The Declarations of Restrictions Skye Loch Villas is recorded in O.R. Book 12589, Page 2345, et seq., Public Records of Pinellas County, Florida, as amended.
2. The Plat pertaining to Skye Loch Villas is recorded in Plat Book 9, Page 19, Public Records of Pinellas County, Florida.
3. The Resolutions 2023-01 and 2023-03 attached hereto as Exhibit "A" were duly approved by the Board of Directors of SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., in accordance with the requirements of the Restrictions Skye Loch Villas and By-Laws of SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.

Executed at Pinellas County, Florida, on this 15th day of December, 2023.

Witnesses:

SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.,
a Florida non-profit corporation

Pam Alexander

Witness No. 1 - Signature

Pam Alexander

Witness No. 1 - Printed name

By:

Jed Lowry

JED LOWRY, President

Lindsay Kleynen

Witness No. 2 - Signature

Lindsay Kleynen

Witness No. 2 - Printed name

Pam Alexander
Witness No. 1 – Signature

Attest: SAL ARENA
SAL ARENA, Vice President

Pam Alexander
Witness No. 1 – Printed name

Lindsay Kleynen
Witness No. 2 – Signature

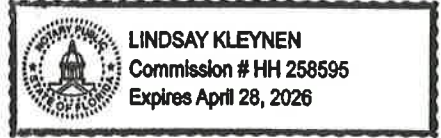
Lindsay Kleynen
Witness No. 2 – Printed name

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of December, 2023, by JED LOWRY, as President of SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced FL DL as identification.

Lindsay Kleynen
(Signature of Notary)

(Name of notary, printed or stamped)



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 15th day of December, 2023, by SAL ARENA, as Vice President of SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced NEW Jersey DL as identification.

Lindsay Kleynen
(Signature of Notary)

(Name of notary, printed or stamped)



RESOLUTION NO. 2023-01 AMENDING ARTICLE II OF THE RULES AND REGULATIONS OF SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY

1. RESOLVED, THAT ARTICLE II, GENERAL, which currently reads as follows:

ARTICLE II. GENERAL

2.1. In accordance with the provisions of the Fair Housing Act, the Association has adopted a minimum age restriction for Skye Loch Villas. One Hundred percent (100%) of the Villas shall be occupied by at least One (1) person age Fifty Five (55) years of age or older. All other occupants must be at least Fifty (50) years of age or older. No person, children or grandchildren may stay overnight in a Villa in the aggregate of more than Twenty One (21) days per Twelve (12) month period if they are less than Fifty (50) years of age, with the exception of medically necessary Care Giver(s), whose occupancy must be approved in advance by the Board. The following information must be in writing and filed with the Secretary. The Occupant must provide the medical background and doctor's written certificate of necessity and be the result of hardship, such as a disability of the Occupant. Care Giver(s) must be a registered licensed Florida Care Giver(s).

2.2. All Villas must be owned by natural persons.

2.3. No person may own more than One (1) Villa within Skye Loch Villas.

2.4. Any person staying in a villa more than twenty-one (21) days, as noted above, will be considered a permanent resident and must be interviewed and obtain the approval of the Board.

2.5. Sharing of any Villa by more than one family, and as shown on the interview agreement, is strictly forbidden. For each day an unauthorized person adult/child occupies a Villa owner's premises without the expressed written permission of the Board of Directors, the Villa Owner will be fined Fifty (\$50) dollars per day of violation.

2.6. To preserve and retain the value of Skye Loch Villas, Rented Villas are limited to not more than (6%)of the 168 villas and must be rented for a term of no less than (6) months. A copy of the current lease for renter or leaseholder must be provided to the secretary prior to the approval interview by the Board. All rentals must comply with Skye Loch rental procedures and are as follows:

1. Rental status to be granted for a period of one calendar year, based on a majority vote of the Board.

2. Rental status to be reviewed annually by Board. Status to be determined 30 days prior to end of year. Rental status will not be granted or renewed if there are outstanding violations against the unit & association fees are not current.

3. No more than 6% of total units (168) or 10 units will be granted rental status (excluding hardship).

4. A list of owners wishing to be considered for rental status will be maintained by board, and will be considered on a first-come first-served basis. Owners requesting rental status must submit so in writing.

5. Only villas which have been owned for at least 24 months will be eligible for consideration as rental units.

6. If a rental unit remains unoccupied more than three months, its status will be reviewed by the board and its rental status may be revoked. The owner would then have to reapply for rental status as a new case.

1. "Hardship" rental status may be determined and granted by the board on a case-by-case basis subject to the same conditions for other rental units.

2. It is the responsibility of the landlord to ensure that the renter complies with all Skye Loch Rules & Regulations. Upon notification of any problem caused by a renter, that landlord will take immediate action, up to and including eviction, to correct that problem.

2.7. All individuals renting a Villa must meet the requirements for occupancy in Skye Loch Villas and must receive approval by the Board prior to occupancy. An administrative fee of Fifty (\$50.00) Dollars, (non refundable) will be charged for each Renter or Leaseholder interview.

2.8. Owner(s) or their Real Estate Agent are responsible for notifying the Secretary, in writing, of any changes in ownership or occupancy in advance of such happenings.

2.9. It shall be the responsibility of the Seller, Lessor or Real Estate Agent to arrange for a personal meeting between the prospective Owner or Tenant and the Board prior to the final closing of the Villa or signing of a lease, to secure approval of the Board.

2.10. All Owner(s) shall provide written notice to the Secretary and she/he in turn shall inform the Neighborhood Watch Chairperson of all guest(s) staying overnight, including the length of stay and departure date (If longer than just overnight) to assure the Association is aware who belongs in the area.

2.11. It is the host resident's responsibility to insure that overnight guests sign the Guestbook kept in the clubhouse and obtain a visitor's parking pass.

2.12. Guests are welcome, however, should they cause a disturbance, the host resident must rectify the situation immediately.

2.13. Babysitting on a regular basis or daycare of children as an occupation may not be carried on in Skye Loch Villas.

is hereby amended to read as follows:

ARTICLE II. GENERAL

2.1. In accordance with the provisions of the Fair Housing Act, the Association has adopted a minimum age restriction for Skye Loch Villas. One Hundred percent (100%) of the Villas shall be occupied by at least One (1) person age Fifty Five (55) years of age or older. All other occupants must be at least Fifty (50) years of age or older. ~~No person, children or grandchildren may stay overnight in a Villa in the aggregate of more than Twenty One (21) days per Twelve (12) month period if they are less than Fifty (50) years of age, with the exception of medically necessary Care Giver(s), whose occupancy must be approved in advance by the Board. The following information must be in writing and filed with the Secretary. The Occupant must provide the medical background and doctor's written certificate of necessity and be the result of hardship, such as a disability of the Occupant. Care Giver(s) must be a registered licensed Florida Care Giver(s).~~

No person or children or grandchildren may stay overnight in a Villa in the aggregate of more than thirty (30) days per Twelve-month period, with the exception of medically necessary Care Giver(s). Any person staying in a villa more than thirty (30) days, as noted above, will be considered a permanent resident and must be interviewed and obtain the approval of the Board, providing they are 50 years old or older.

2.1.1 Care Giver(s), whose occupancy must be approved in advance by the Board, shall need to present a Doctor's note stating that the resident is in need of Care. Care Givers(s) must also provide a valid certificate of Care Giver Training.

2.2. All Villas must be owned by natural persons.

2.3. No person may own more than One (1) Villa within Skye Loch Villas.

~~2.4. Any person staying in a villa more than twenty one (21) days, as noted above, will be considered a permanent resident and must be interviewed and obtain the approval of the Board.~~

2.54. Sharing of any Villa by more than one family, and as shown on the interview agreement, is strictly forbidden. For each day an unauthorized person adult/child occupies a Villa owner's premises without the expressed written permission of the Board of Directors, the Villa Owner will be fined Fifty (\$50) dollars per day of violation.

2.65. To preserve and retain the value of Skye Loch Villas, Rented Villas are limited to not more than (6%)of the 168 villas and must be rented for a term of no less than (6) months. A copy of the current lease for renter or leaseholder must be provided to the secretary prior to the approval interview by the Board. All rentals must comply with Skye Loch rental procedures and are as follows:

1. Rental status to be granted for a period of one calendar year, based on a majority vote of the Board.
2. Rental status to be reviewed annually by Board. Status to be determined 30 days prior to end of year. Rental status will not be granted or renewed if there are outstanding violations against the unit & association fees are not current.
3. No more than 6% of total units (168) or 10 units will be granted rental status (excluding hardship).
4. A list of owners wishing to be considered for rental status will be maintained by board, and will be considered on a first-come first-served basis. Owners requesting rental status must submit so in writing.
5. Only villas which have been owned for at least 24 months will be eligible for consideration as rental units.
6. If a rental unit remains unoccupied more than three months, its status will be reviewed by the board and its rental status may be revoked. The owner would then have to reapply for rental status as a new case.
7. "Hardship" rental status may be determined and granted by the board on a case-by-case basis subject to the same conditions for other rental units.
8. It is the responsibility of the landlord to ensure that the renter complies with all Skye Loch Rules & Regulations. Upon notification of any problem

caused by a renter, that landlord will take immediate action, up to and including eviction, to correct that problem.

2.76. All individuals renting a Villa must meet the requirements for occupancy in Skye Loch Villas and must receive approval by the Board prior to occupancy. An administrative fee of Fifty (\$50.00) Dollars, (non refundable) will be charged for each Renter or Leaseholder interview.

2.87. Owner(s) or their Real Estate Agent are responsible for notifying the Secretary, in writing, of any changes in ownership or occupancy in advance of such happenings.

2.98. It shall be the responsibility of the Seller, Lessor or Real Estate Agent to arrange for a personal meeting between the prospective Owner or Tenant and the Board prior to the final closing of the Villa or signing of a lease, to secure approval of the Board.

~~2.10. All Owner(s) shall provide written notice to the Secretary and she/he in turn shall inform the Neighborhood Watch Chairperson of all guest(s) staying overnight, including the length of stay and departure date (if longer than just overnight) to assure the Association is aware who belongs in the area.~~

2.119. It is the host resident's responsibility to ensure that they (the Resident) overnight guests sign the Guestbook kept in the clubhouse and obtain a visitor's parking pass to place on the dashboard of their guest's vehicle, if the guest is staying longer than two (2) nights.

2.12. Guests are welcome, however, should they cause a disturbance, the host resident must rectify the situation immediately. If not, the Board or Association may ask the guest to leave the premises.

2.13. Babysitting on a regular basis or daycare of children as an occupation may not be carried on in Skye Loch Villas.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the By-Laws are hereby ratified, confirmed, and approved.

Dated: April 25, 2023.

SKYE LOCH VILLAS OWNERS'
ASSOCIATION, INC

By: Jed Lowry
JED LOWRY, President

Attest: Sal Arena
SAL ARENA, Vice President

**RESOLUTION NO. 2023-03 ADDING ARTICLE VI, SECTION 6.10, TO THE RULES
AND REGULATIONS OF SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., AN
INCORPORATED DEED RESTRICTED ADULT COMMUNITY**

1. RESOLVED, THAT ARTICLE VI, SECTION 6.10, is hereby added to read as follows:

Article VI, Section 6.10, Golf Carts

6.10.1 Florida law defines a "Golf Cart" as a motorized vehicle that is designed and manufactured for operation on a golf course for sporting and recreation purposes.

6.10.2 Golf carts are permitted in Skye Loch Villa's. When driving the golf cart you must be at least 16 years of age with a valid driver's license.

6.10.3 All golf carts should be registered with Skye Loch to receive a sticker. No golf cart shall be permitted to park in the green area without one.

6.10.4 No golf carts can be operated within Skye Loch Villa's after dark unless the cart has working headlights, taillights and working signals.

6.10.5 Golf carts may not be driven on sidewalks or walking paths, and may not block driveways, sidewalks, stop signs or intersections. They must obey all traffic rules.

6.10.6 Golf carts can only carry the number of passengers that can safely sit on the seats provided.

6.10.7 Owners using golf carts will be held fully responsible for all damages, injuries or claims caused by, or arising from, the misuse of golf carts no matter who is driving the golf cart.

6.10.8 Residents and their invited guests must adhere to the rules to operate golf carts.

6.10.9 Skye Loch HOA and their Management Company will have all the rights to enforce these rules. Skye Loch HOA has the power to impose sanctions for any violations.

2. RESOLVED, THAT, the remaining terms, provisions, and conditions of the By-Laws are hereby ratified, confirmed, and approved.

Dated: April 25, 2023.

SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.

By: Jed Lowry
JED LOWRY, President

Attest: Sal Arena
SAL ARENA, Vice President