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JED PITTMAN, PASCO COUNTY CLERK  
08/09/06 02:10pm 1 of 8  
OR BK 7128 PG 35

**R** Prepared By and Return to:  
K. Tyler Hill, Esq.  
Hill, Ward & Henderson, P.A.  
P.O. Box 2231  
Tampa, Florida 33601

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PINE GLEN**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF PINE GLEN (the "**Second Amendment**") is made and entered into as of July 12, 2006, by PINE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**BACKGROUND**

A. Pulte Home Corporation, a Michigan corporation, previously entered into that certain Declaration of Covenants, Conditions, Restrictions of Pine Glen dated August 8, 2003, and recorded in Official Records Book 5498, at Page 73 of the Public Records of Pasco County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions of Pine Glen dated October 22, 2003, and recorded in Official Records Book 5596, at Page 1593 of the Public Records of Pasco County, Florida (the "**Declaration**").

B. Pursuant to the terms of Article XII, Section 1 of the Declaration, the Owners have agreed to amend the Declaration as set forth below, and the Association is executing this Second Amendment as evidence thereof.

**AGREEMENTS**

In consideration of the foregoing, Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant agrees as follows:

1. Recitals and Definitions. The foregoing recitals are incorporated herein by reference as true and correct. Unless otherwise defined herein, any capitalized terms shall have the meaning and definition set forth in the Declaration.

2. Revisions to Declaration. The following provisions of the Declaration are amended as provided below (deleted text is shown in ~~strikethrough~~, additional text is shown **bold underline**):

(a) Fining (Article IX, Section 29): Article IX, Section 29, regarding fining, is amended as follows:

"Section 29. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owners agree that **(i) the**

Association may suspend an Owner's right to use Common Areas, or (ii) a fine may be imposed by the Declarant or Association for violations for each day a violation continues after notification by the Declarant or the Association. Fines may not exceed \$100 per violation, but may be levied on the basis of each day a violation continues after notification by the Association, provided, however, no fine may exceed \$2,000 in the aggregate for a continuing violation. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within fifteen (15) days after mailing of notice of that fine. If not paid within the fifteen (15) days the amount of such fine shall accrue interest at a rate of fifteen percent (15%) ~~ten percent (10%)~~ per annum, and shall be treated as a Specific Assessment as provided in Article VII. In accordance with the requirements of the Florida Statutes, no fine may be imposed without notice of at least 14 days to the violating Owner or resident and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, or sibling of an officer, director or employee of the Association. If the committee, by a majority vote, does not approve the fine, it may not be imposed."

(b) Fences/Mailboxes (Article IX, Section 7). Article IX, Section 7, regarding fences, is amended as follows:

"Section 7. Walls, Fences and Mailboxes. No walls, fences or similar structures, dog runs or animal pens of any kind shall be placed or erected on any portion of the Property unless approved in writing by the Board. When permitted, fences shall be of a design approved by the Board, as follows:

A. Except as provided below, all fences shall be constructed of white ~~paint~~ ~~wood~~ PVC material, and shall be in the "Lakeland" style as depicted on Exhibit "D" attached hereto and made a part hereof, or otherwise as designated by the Declarant or the Board.

B. No fences shall be installed on any Lot which is adjacent to a pond or water area or conservation area except as they meet the following additional requirements:

(i) Fences may be installed to enclosing pool areas in accordance with applicable laws.

(ii) Except as provided above, fences shall be constructed of ~~aluminum in the "wrought iron" style~~ white PVC or aluminum material in a "picket" or other open style, as depicted on Exhibit "E" attached hereto and made a part hereof, ~~shall be black in color~~, and shall be no more than four feet (4') in height.

(iii) Fences may not be located in the drainage easement area adjacent to the water's edge, as set forth on the Plat.

(iv) Fences must have an access gate located along the rear section to allow the Owner (and the Association, if required) to maintain the portion of the Lot adjacent to the water's edge or conservation area.

C. All mailboxes installed on the Property shall be of design, black in color and size as shown on Exhibit "F" attached hereto and made a part hereof.

(c) **Leasing:** The following is added as a new Article IX, **Section 32:**

“Section 32. Leasing Restrictions. An Owner may lease his or her Residence to a third-party, subject to the following terms and conditions:

A. No Residence may be leased to multiple tenants (more than one family). No transient tenants may be accommodated in a Residence.

B. All leases shall be in writing, and notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days after the execution of the lease. Any lease of a Residence shall be for an initial term of no less than 6 months, except with the prior written consent of the Board.

C. An Owner must make available to the tenant copies of the Declaration and any amendments thereto and the By-laws. A tenant shall comply with all provisions of this Declaration and any guidelines, rules, or regulations referenced herein or adopted pursuant hereto. A tenant shall be fully liable and may be sanctioned for any violation of this Declaration, or rules or regulations referenced herein or adopted pursuant hereto. In the event that the tenant violates this Declaration or a rule, regulation, or guideline for which a fine is imposed, such fine shall be assessed against the tenant; provided, however, if the fine is not paid by the tenant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association of the tenant’s failure to pay the fine. Unpaid fines shall constitute a lien against the Lot. Any tenant charged with a violation of this Declaration or guidelines, rules, or regulations referenced herein or adopted pursuant hereto, is entitled to the same procedure to which an Owner is entitled prior to the imposition of a fine or other sanction. The Owner transfers and assigns to a tenant, for the term of the lease, any and all rights and privileges that the Owner has to use the Common Area, including, but not limited to, the use of any and all common facilities and amenities.”

3. Miscellaneous. Except as expressly modified herein, all other terms, covenants and provisions of the Declaration shall remain in full force and effect. In the event of a conflict between the terms and provisions of the Declaration and the terms and provisions of this Second Amendment, the terms and provisions of this Second Amendment shall control.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed in its name, the day and year first above written.

THE ASSOCIATION:

PINE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Witnesses:

*Rawn Schwab*  
Print Name: Rawn Schwab

*Imanda Stern*  
Print Name: Imanda Stern

By: *Peter Castellani*  
Print Name: PETER CASTELLANI  
Title: PRESIDENT HOA

Date Executed: ~~April~~ <sup>July</sup> 12, 2006

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

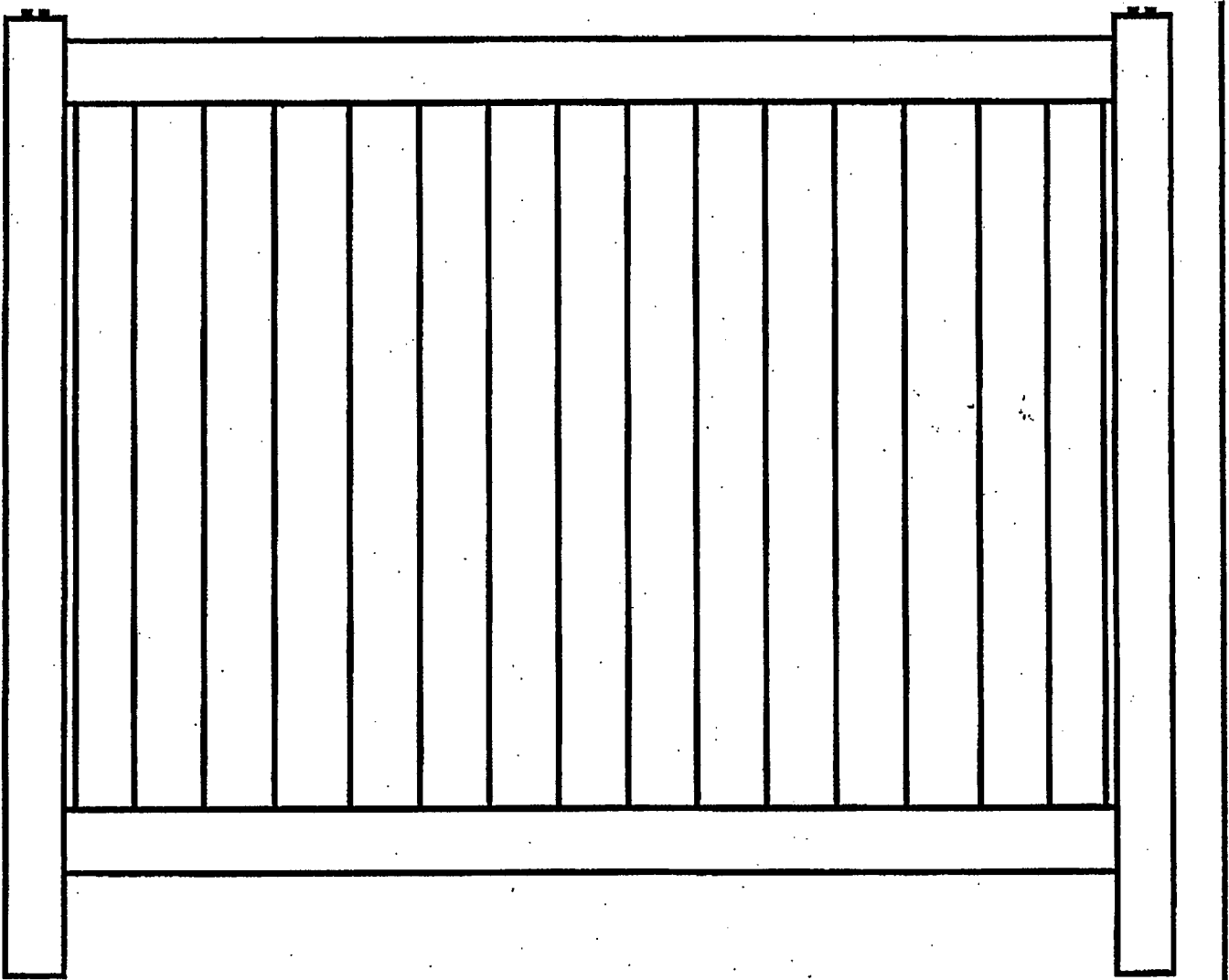
The foregoing instrument was acknowledged before me on ~~April~~ <sup>July</sup> 12, 2006, by Peter Castellani, as President of PINE GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. Such person is personally known to me or has produced a valid driver's license as identification.

*Brian Mihelich*  
Notary Public

My Commission Expires: 6/7/2008

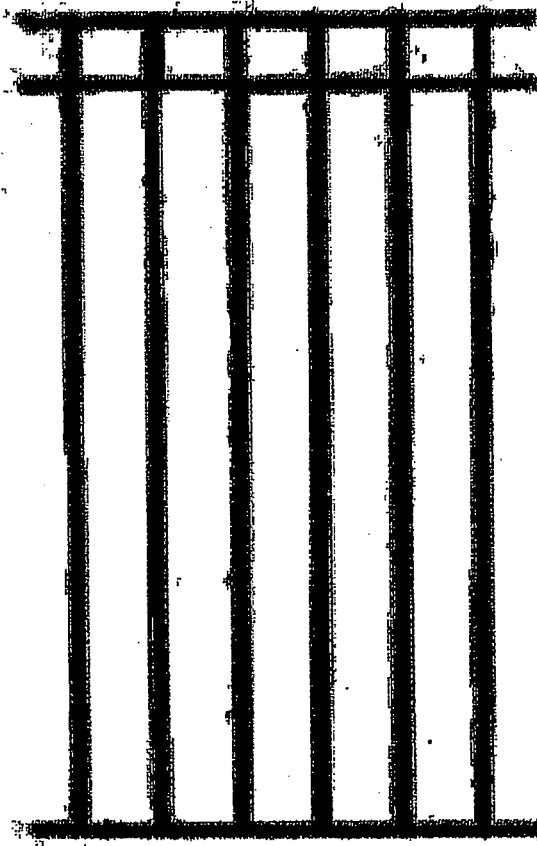


EXHIBIT "D"



"Lakeland" Style

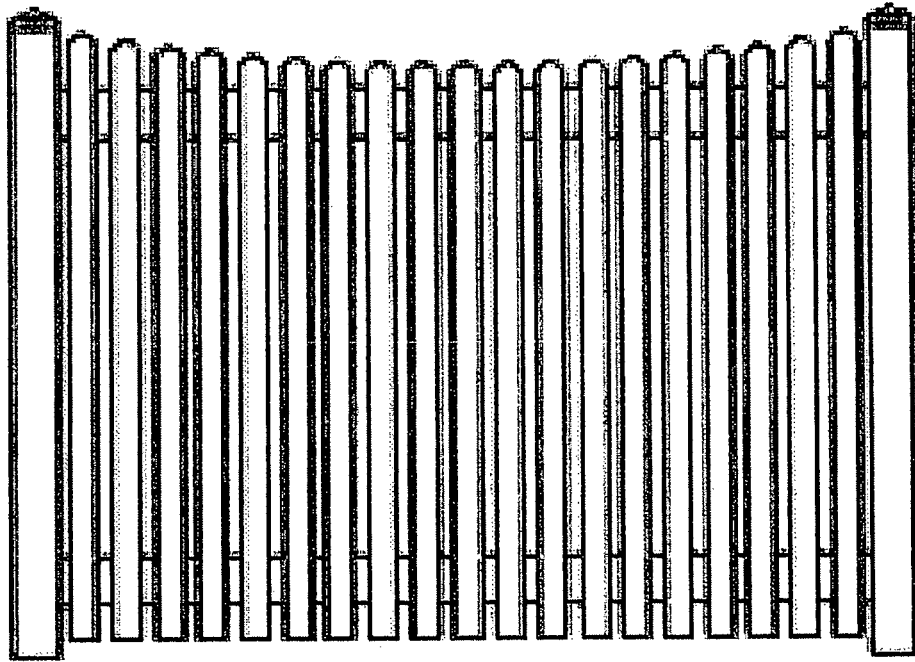
EXHIBIT "E"



**"Wrought Iron Style"**

(continued)

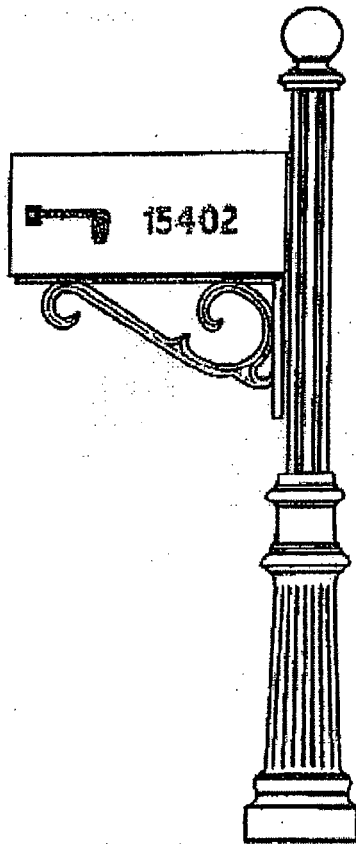
EXHIBIT "E"



Picket Style

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EXHIBIT "F"



- 1. 3"x.125"x6' extruded aluminum pole**
- 2. Cast finial, bracket and 24" base**
- 3. #1 rural aluminum mailbox**
- 4. Gold aluminum flag**
- 5. Gold vinyl house numbers**
- 6. Black pole and mailbox**