

THIS IS NOT A
CERTIFIED COPY

**SECOND AMENDMENT TO THE
DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR BAYOU PASS VILLAGE**

THIS AMENDMENT is made this 20th day of November, 2014 by Florida Home Partnership, Inc., a Florida corporation, hereinafter called "Developer," whose address is P. O. Box 760, Ruskin, Florida 33575.

WHEREAS, Developer, formerly known as Homes For Hillsborough, Inc., did file the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Bayou Pass Village Subdivision (the "Declaration") on February 18, 2005, recorded at O.R. 14700, Page 164, of the public records of Hillsborough County, Florida; and

WHEREAS, the Declaration provides in Article IX, Section 9.3, that

(a) as long as Developer, or its designee is engaged in development or sales or other activities related thereto, anywhere on the Property, Developer may unilaterally without the approval of the Owners or Mortgagees amend any provision of this Declaration.

WHEREAS, Developer is engaged in development and sales activities on the Property;
and

WHEREAS, Developer desires to amend the Declaration as provided herein to clarify certain details of the plan of development which have been enforced to date by the Architectural Committee and Maintenance Committee; and

WHEREAS, this Amendment is reasonable; is not arbitrary, capricious or in bad faith; does not destroy the general plan of development but is consistent with the general plan of development; does not prejudice the rights of existing nondeveloper members to use and enjoy the benefits of common property; and does not materially shift economic burdens from the developer to the existing nondeveloper members.

NOW THEREFORE, the Developer hereby amends the Declaration as follows:

1. Article II, Section 2.5.20, is amended by the addition of the following language to the end thereof:

Mailboxes in phases III, IV and V are on common poles as required by post office all on the same side of the street. There may be 4 mail boxes on a common post.

THIS IS NOT A CERTIFIED COPY

All homeowners must utilize the same style box and the same style poles. In the event of destruction of the mail box or group, the Association may reinstall the post and box and invoice each homeowner, who shall pay their share within 15 days. A policy on this procedure is available from the Association.

2. Article II, Section 2.5.30(a), is amended by the addition of the following language to the end thereof:

Trash and recycle bins shall be stored in the garage to the greatest extent practical. When not practical, they may be stored on a non-street front side of a home six feet back from the street or from the rear, if on an alley. This set back may be reduced when screening acceptable to the architectural review committee is installed.

3. Article II, Section 2.5.11, is amended by the addition of the following language to the end thereof:

All fencing must be approved by the ARC. Chain Link fencing is not allowed. Where water views are visible from an adjacent home or homes, no fencing shall be installed after this effective date that obstructs the water views from these adjacent homes. Non privacy fence styles must be utilized in these situations.

4. Article II, Section 2.5.31, is added to provide as follows:

2.5.31. Community Walls and Fences. The Developer has or shall install exterior perimeter walls that typically delineates the public roadways from the rear elevations of the outside row of homes in the community. Typically such walls shall be placed in a landscape easement or are located in common areas. Most generally these are concrete panel with occasional PVC and Aluminum Vertical Rail Fence. Concrete walls will most typically abut homes on the exterior of the community.

Regarding the concrete walls, the Association shall maintain the structural integrity of the walls, and the adjacent homeowner shall allow the Association access to accomplish this. The Association shall maintain by pressure cleaning and painting all areas of the walls which are open to the public and common areas. The homeowners are responsible for the maintenance of the interior of the wall including cleaning and painting along their property boundaries. The Association will provide paint to the homeowners under a separate policy.

The Developer shall declare which walls are to be dedicated to the Association for ownership and maintenance and which are private walls, transferred by deed to the property owner(s).

5. Article II, Section 2.5.16, is amended by the addition of the following language to the end thereof:

THIS IS NOT A CERTIFIED COPY

Play Equipment and Basket Ball Hoops must be kept in good condition and appearance.

6. Article VI, Section 6.4(c) is amended by deleting the reference to thirty (30) days in the first sentence thereof, and adding the reference to forty-five (45) days in replacement thereof.

7. The remaining terms of the Declaration shall remain in full force and effect.

WITNESSES:

FLORIDA HOME PARTNERSHIP, INC.
a Florida corporation

Christine Trimmer
Christine Trimmer
Please Print Name

By: *Don Shea*
Don Shea
President

Vanessa Josey
Vanessa Josey
Please Print Name

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of NOVEMBER, 2014 by Don Shea, as President of Florida Homes Partnership, Inc., on behalf of the corporation. He is personally known to me or has produced as identification.

Vanessa Josey
NOTARY PUBLIC
Name: Vanessa Josey
Serial #: FF163887
My Commission Expires: July 8, 2015

