

INSTR # 98300345  
OR BK 09275 PG 0944  
RECORDED 10/08/98 08:36 AM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK D Ruprecht

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by and Return to:

Robert L. Tankel, Esq.

Address:

Robert L. Tankel, P.A. *Len*  
1299 Main St. Suite F  
Dunedin FL 34698-5333

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AMENDMENT TO BYLAWS OF  
PROVIDENCE LAKES MASTER ASSOCIATION, INC.

In accordance with the provisions of Article XI of the By-Laws of Providence Lakes Master Association, Inc. ("Association"), the Board hereby approves the following amendments to the By-Laws of Providence Lakes Master Association, Inc. The purpose of the Association is to operate the property subject to the Master Declaration of Covenants, Conditions and Restrictions for Providence Lakes as recorded at Book 4466 at Page 1298 of the Official Records of Hillsborough County, Florida ("Master Declaration"). The By-Laws were recorded at Book 8536 at Page 1066, et. seq. to put the World on notice of the provisions thereof.

The Board of Directors of the Association, having made a finding that the Master Declaration and the various Declarations of Restrictions for the community are not uniform in terms of the rights and obligations of owners of lots subject to the Master Declaration as it relates to maintenance and upkeep thereof and rights and remedies of the Association relative thereto have made a finding that, in order to protect and preserve the health, safety and welfare of the owners of lots subject to the Master Declaration, and to protect property values as well as provide for a uniform remedy of the Association for violations of the By-Laws as contemplated by Section 617.305 Florida Statutes, the

Board hereby amends the By-Laws to add the following language as Article XIII thereof. No current provisions are affected:

Article XIII

Lot Upkeep, Maintenance and Rights of the Association

13.1 The landscaping of each Lot subject to the Master Declaration, having once been installed shall be maintained in a neat, sanitary, healthful, attractive, sightly and well-kept condition, which shall include mowed and fully planted lawns, hedges trimmed, cutting of planted areas on Lots, edging of curbs on and adjacent to Lots, adequate watering, replacement of dead, diseased or unsightly materials, removal of weeds and debris and appropriate pruning of plant materials.

13.2 In the event of violation by the Owner or Occupants of any Lot of any covenant, condition or restriction set forth in the Master Declaration or the various Sub-Declarations or this provision of the By-Laws, and the continuation of such violation for ten (10) days or longer after written notice thereof has been sent to such Owner or Occupants, or in the event the Owner or Occupants have not proceeded with due diligence to completely correct the violation after such notice, the Association shall have the right, but not the obligation, to correct the violation.

13.3 To the extent necessary to prevent rat or other infestation, diminish fire hazards, or correct a violation of any covenant, condition, or restriction in the Master Declaration or the various Sub-Declarations which Owners of Lots are subject to, the Association, its agents or its employees, shall have the right to enter onto such Lot and any dwelling or improvements upon such Lot. Before such entry, the Association shall mail or hand deliver notice of its intent to remedy the condition and shall give a time period during which the project will be scheduled. In connection therewith, the Association shall have the right to cut the weeds and grass, edge the lawn around the Lot, sidewalks, curb, and driveway, and cause to be removed garbage, trash, and rubbish, perform maintenance or

repairs, or do any other thing necessary to correct such violation. Each Lot Owner hereby grants a license to the Association for such purpose. The Association may render a statement of charges to the Owner or Occupants of such Lot for the cost of correcting or attempting to correct the violation. The Owners are personally liable, jointly and severally, to pay such statement immediately upon receipt thereof. The cost of such work, plus interest thereon at the maximum contract rate allowed under the laws of the State of Florida, and the Association's legal fees and costs, including legal fees and costs on any appeals in connection therewith, shall be a lien upon the Lot and the improvements thereon. Neither the Association nor any of its agents or employees shall be liable for trespass or other tort, except for reckless or willful misconduct, in connection with entering onto such Lot and any improvements thereon or in connection with the correction or attempted correction of any such violation.

3.4 The following thirty (30) days written notice to the Owner, at his last known address on the Association's records, that the Association has determined that any Lot, or the exterior of any dwelling or improvement thereon is in need of repair or maintenance and is detracting from the overall appearance of the Property, or that the Owner or any of its guests or tenants have violated any provision of the Master Declaration or any other Declaration the Lot is subject thereto, then the Association, its agents and employees, shall have the right to enter onto the Owner's Lot in a peaceful manner in order to maintain, repair or remove any Improvements or any other condition existing on any Lot or the exterior of any dwelling or other improvements in violation of the Master Declaration or any other Sub-Declaration that the Lot is subject to and subject to operation by the Association. This notice shall include a time period during which time the corrective work or project is scheduled. The cost of such action may be levied and assessed against that Owner and his Lot as an assessment under the Master Declaration. Actions permitted hereunder include, without

imitation, painting, repair, replacement and maintenance of roofs, gutters, garage doors, landscaping, sod, downspouts, exterior building surfaces, trees, shrubs, fences, walks, driveways, and other exterior improvements.

13.5 Lot Maintenance. Once the improvements on a Lot have been completed and a Certificate of Occupancy issued, the Owner of the Lot shall keep the same in a neat and attractive and well kept condition, including maintenance and repair of all exterior surfaces of the improvements on the Lot, reasonable wear and tear accepted. The Board may establish standards for exterior Lot appearance, including painting and repair criteria. No rotten wood, misaligned doors, broken windows, curled shingles, unpainted or unkept trim, faded, peeling or blistered paint, cracked concrete or unsightly improvements shall be allowed to be maintained upon the Lot. Any violation of the standards hereof or standard subsequently adopted by the Board shall be deemed to be a violation of the provisions hereof and may be subject to the remedies provided for herein or an action to enforce the provisions hereof pursuant to Section <sup>617 ch. 54</sup> 718.305 Florida Statutes (1998).

IN WITNESS WHEREOF, the Board has adopted this Amendment to the By-Laws this 21 day of September, 1998, by a vote of 6 to 0, at which a quorum was present.

PROVIDENCE LAKES MASTER ASSOCIATION, INC.

BY: [Signature]  
Jon Ellis, President

BY: [Signature]  
Brenda Trout, Secretary

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of September, 1998, by Jon Ellis and Brenda Trout of Providence Lakes Master Association, Inc., a Florida corporation, on behalf of the corporation. They took an oath, and are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ as identification to be the President and Secretary of the corporation executing the foregoing instrument, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

Mary Ann Luallen (SEAL)  
NOTARY PUBLIC SIGNATURE  
STATE OF FLORIDA AT LARGE

Mary Ann Luallen  
Printed Name of Notary Public

My Commission Expires:



Mary Ann Luallen  
MY COMMISSION # 00623074 EXPIRES  
February 18, 2000  
BONDED THROUGH TROY PAUL INSURANCE, INC.

CAWPA-TIRU-QPROVIDBYLAWS AMD

RECEIVED  
SEP 26 2001

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

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INSTR # 2001393204  
OR BK 11257 PG 1349

RECORDED 12/07/2001 02:02 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK J Mayo

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CERTIFICATE OF AMENDMENT TO THE BYLAWS  
FOR  
PROVIDENCE LAKES MASTER ASSOCIATION, INC.

FILED  
01 NOV 29 PM 3:3  
HALL  
CLERK OF COURT  
HILLSBOROUGH COUNTY, FL

WE HEREBY CERTIFY THAT the attached amendment to the Bylaws for Providence Lakes Master Association, Inc., as described in Official Records Book 8536 at Page 1066, et. seq. of the Public Records of Hillsborough County, Florida, were duly approved in the manner required by the Bylaws at a meeting held on June 19, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 23<sup>rd</sup> day of October, 2001 at Hillsborough County, Florida.

PROVIDENCE LAKES MASTER ASSOCIATION, INC.

WITNESSES:

By: Ted Thoman  
Ted Thoman, President

Jackie Jedmaszewski  
Signature of Witness #1

Jedmaszewski, Jackie  
Printed Name of Witness #1

Cynthia L. Davis  
Signature of Witness #2

CYNTHIA L. DAVIS  
Printed Name of Witness #2

Attest: Abraham Ali  
Abraham Ali, Secretary  
ROBIN ORR, Treasurer

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

BEFORE ME, the undersigned authority, personally appeared Ted Thoman and <sup>Robin</sup> Abraham ~~Abraham~~ Ali, to me known to be the President and <sup>Treasurer</sup> Secretary, respectively, of PROVIDENCE LAKES MASTER ASSOCIATION, INC., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ (type of identification) as identification. If no type of identification 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 23<sup>rd</sup> day of October, 2001.

Mary Ann Luallen  
Notary Public

Printed Name: \_\_\_\_\_

My commission expires:

