

**Prepared by and return to:**

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**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
FOR TUSCANY BY THE SEA, A CONDOMINIUM RESIDENCE**

**WHEREAS**, the Declaration of Condominium for Tuscanly by the Sea, A Condominium Residence was originally recorded in Official Records Book 14781, Page 304 of the Public Records of Pinellas County, Florida (hereinafter "**Declaration**"); and

**WHEREAS**, Section 25 of the Declaration provides that the Declaration may be amended by a vote of not less than two-thirds (2/3rds) of the voting interests of the Condominium at a duly called meeting of the membership.

**NOW THEREFORE**, we, Patrick Chetcuti, as President, and Larry Stauffer, as Secretary of Tuscanly by the Sea Condominium Association, Inc., (the "**Association**"), hereby certify that the following amendments to the Declaration were approved by the affirmative vote of not less than two-thirds (2/3rds) of the voting interests of the Condominium a duly called meeting of the membership held on November 14, 2019, reconvened on January 21, 2020, and reconvened on February 11, 2020, wherein quorum of the membership was present in person or by proxy.

**I. Article 14, Section 14.02, of the Declaration of Condominium for Tuscanly By The Sea, A condominium Residence is hereby amended as follows:**

14.02 By the Unit Owner. The Unit Owner shall maintain, repair and replace, at his own expense:

(a) All portions of the Unit, except those portions to be maintained, repaired and replaced by the Association, as described above. Expressly included within the responsibility of the Unit Owner shall be all glass, windows, window frames, doors, door frames, and installations and hardware in connection therewith serving only the particular Unit. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

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All windows installed by the Developer are architecturally designed high impact windows, designed to function as hurricane protection. Unit Owners shall be responsible for the maintenance, repair and replacement of the high impact windows of his or her Unit. Such windows must comply with all applicable building codes and regulations. Any replacement of the high impact windows must conform to applicable building codes, be approved by the Board of Directors and be in compliance with any rules and regulations which may be adopted by the Board of Directors from time to time.

(b) All portions of the heating, air conditioning and ventilating system serving the Unit, whether such components are located inside or outside the Unit. Notwithstanding the foregoing, Unit Owners shall not be responsible for such conduits and ducts as are described in paragraph 14.01(c) hereof.

(c) All fans, stoves, refrigerators, or other appliances or equipment within his Unit, including any fixtures and/or their connections required to provide Utility Services to his Unit that are located within the Unit.

**II. Article 36, Sections 36.03, 36.04, 36.05, and 36.06 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:**

36.03 Additions, Alterations, or Improvements Requiring Penetration of a Ceiling or Floor. Notwithstanding anything to the contrary stated herein, written consent of the Board of Directors must be obtained prior to a Unit undergoing an addition, alteration, or improvement that requires the penetration of a ceiling or floor. To obtain written consent, the Unit Owner shall provide the Board of Directors with a report prepared and certified by a structural engineer licensed in the State of Florida confirming that an x-ray analysis has been performed for the purposes of verifying that such penetration of the floor or ceiling will not impair the structural integrity or soundness of such floor or ceiling and that the proposed addition, alteration, or improvement will not impact any structural post-tension system or conduits that may be located within the floor or ceiling. The Unit Owner shall also provide the Board of Directors with the building plans for the proposed addition, alteration, or improvement and all necessary permits or approvals required by governmental authorities for the work prior to starting the addition, alteration, or improvement and shall provide an inspection report prepared and certified by a structural engineer licensed in the State of Florida upon completion of the addition, alteration, or improvement.

Prior to an addition, alteration, or improvement that requires penetration of a ceiling or floor of a Unit, the Unit Owner of such Unit is required to provide the

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Board of Directors with a certificate of insurance from the contractor, which names the Association and the Unit Owner as an additional insured. Evidence of liability insurance amounting to a minimum of \$1,000,000.00, or such other amount determined by the Board of Directors, per incident of bodily injury or damage is required.

36.04 Limitation of Liability. Review and approval of any application pursuant to Article 36, of the Declaration is made on the basis of aesthetic considerations only, and the Board of Directors shall not bear any responsibility for ensuring the structural integrity or soundness of approved additions, alterations, or improvements, or for ensuring compliance with building codes and other governmental requirements. Neither the Board of Directors, any individual member of the Board of Directors, nor the Association, shall be held liable for any injury, damages or loss arising out of the manner or quality of approved addition, alteration, or improvement to any Unit.

36.05 Permits. Each Unit Owner shall be responsible for obtaining all necessary and proper permits from all applicable agencies of government in connection with any and all approved additions, alterations, or improvements made to or in connection with a Unit.

36.06 Notwithstanding anything to the contrary stated herein, no one may make any addition, alteration, or improvement to or within a Unit that involves connecting to or relocating pipes, lines, conduits, and/or other apparatus for access to common utilities or place an excessive load on any structural or load bearing portions of a Unit.

**III. Article 39, Section 39.11, of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence, as amended, is hereby amended as follows:**

39.11 Unit Owners and approved tenants may keep domestic pets in the Unit, subject to the following provisions:

(a) ~~Domestic pets~~ Pets shall include only dogs, cats, birds, ~~reptiles, and fish and rodents of a type traditionally kept as pets.~~ No reptiles, rodents, insects, or exotic animals may be kept in the a Unit.

(b) ~~Birds, reptiles, and fish and rodents~~ shall be kept in a case, aquarium or other fully enclosed pen inside the Unit. No ~~such~~ animals, except dogs and cats, may be permitted outside the Unit at any time except when transporting the same to and from property outside the Condominium Property.

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(c) At all times when a dog or cat shall be on Common Elements, such animal shall be under leash and under the direct control of a person. No dog or cat shall be permitted to run free on the Common Elements. The Unit Owner or tenant of the Unit in which the dog or cat is kept shall be responsible for the conduct of such animal at all times, and shall not permit the animal to create a nuisance or otherwise engage in conduct which is a source of annoyance to other residents of the Condominium Property.

(d) No animal shall be kept, either permanently or temporarily on any Limited Common Element patio or balcony.

(e) A Unit shall not have more than two (2) pets in the Unit at any time. No more than two dogs or two cats or any combination thereof, and but not more than a total of two such two pets shall not have a weighing not more than a combined weight of more than sixty (60) pounds at maturity shall be kept in any Unit at any time. In addition to two (2) pets, a Unit is allowed fish tanks of reasonable size for the Unit, so as not to cause any issues for other Unit Owners or create a danger for other Units or the Common Elements.

(f) The Board of Directors shall have the authority to promulgate reasonable rules governing the conduct of animals while on or within the common areas of the Condominium for the health and safety of the residents of the Condominium.

(g) Vicious breeds and and/or uninsurable pets (i.e. pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association) are prohibited at all times. In addition, the following canine breeds, shall be forbidden in the Association: Pitbull, Rottweiler, Doberman Pincher, German Shepherd, Akita, Boxer, Huskies, Malamutes, Presa Canarios, and Chow. The Board of Directors may, from time to time, publish a list of other canine breeds that are deemed dangerous and prohibited from being kept or harbored in the Condominium. Permitted pets may be kept or harbored in a Unit only so long as such pets do not constitute a hazard, nuisance or annoyance to the occupants of another Unit or Units. A determination by the Board of Directors that a pet kept or harbored in a Unit is a hazard, nuisance or annoyance to the occupants of another Unit or Units shall be conclusive and binding upon all parties. Each Unit Owner and Unit Occupant shall be responsible for the activities of their pets and any damages that the pets may cause. The provisions set forth in this Declaration concerning animals and pets shall also apply to animals and pets belonging to or in the custody of tenants, guests and invitees.

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(h) Notwithstanding the above, any Unit Owner or Resident who own a pet in violation of this amendment as of the date of the recording of this amendment shall be grandfathered in, provided the Owner or Resident provides written notice to the Association within thirty (30) days following the adoption of this amendment. The Owner or Resident shall lose his or her grandfather status at such time as the specific pet, which would otherwise be in violation of this section, no longer continuously resides with that specific Owner or Resident at the Association.

**IV. Article 39, Section 39.12, of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby amended as follows:**

**39.12 Windows and Hurricane Shutters.**

(a) No Unit Owner shall place or install any colored, reflecting or solar material on any windows without written approval of the Association. All shades, venetian blinds, inside shutters or other inside window treatments facing the exterior of the building must be uniform and approved by the Association. Unit Owners shall not be allowed to make structural or appearance changes to the Unit including the placing of screens, jalousies, or other enclosures on balconies or other parts of the building without the express written approval of the Association.

(b) Hurricane shutters shall not be used for security or light filtering purposes. Hurricane shutters shall only be used once a storm watch or storm warning is announced by the National Weather Center for a named storm or other recognized weather forecaster that projects the location of the Condominium within the potential cone of a named storm. Hurricane shutters may not be used more than seven (7) days after such storm has passed. Hurricane shutters may only be installed on the interior of a Unit. Hurricane shutters on the outside of a Unit are strictly prohibited. All hurricane shutters must conform to applicable building codes, be approved by the Board of Directors and be in compliance with any rules and regulations which may be adopted by the Board of Directors from time to time.

**V. Article 39, Section 39.24 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:**

39.24 The Association is a Non-Smoking Facility. No smoking is permitted outside of a Unit. This includes, but is not limited to, no smoking on balconies, Limited Common Elements, and Common Elements. Smoking may

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occur inside a Unit so long as it is not smelled, seen, or felt outside of the Unit.  
Smoking as it pertains to this section, includes, but is not limited to, vaping and  
smoking of cigarettes, cigars, hookahs, tobacco, or any other similar inhalation of  
substances that results in smoke or vapors as a result.

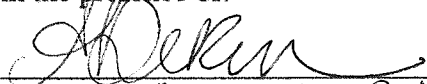
**CODING: Deleted language is marked with a ~~strikethrough line~~ and new language  
is marked by a double underline.**

**[Officers' Signatures are on Page 7]**

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Signed, sealed and delivered in  
in the presence of:

TUSCANY BY THE SEA  
CONDOMINIUM ASSOCIATION, INC.

  
Print name: Andrea DeRubais


By:   
Patrick Chetcuti, President

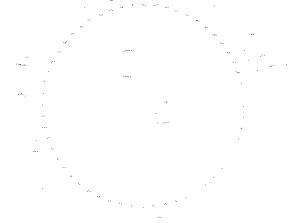
  
Print name: Melanie Phillips

COUNTRY CANADA  
PROVINCE ONTARIO

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this \_\_\_ day of June, 2020, by Patrick Chetcuti, as President of Tuscany  
by the Sea Condominium Association, Inc.,  who are personally known to me or  has  
produced \_\_\_\_\_ as identification, who executed the foregoing Certificate  
of Amendment to Declaration of Condominium for Tuscany by the Sea, A Condominium  
Residence and severally acknowledge the execution thereof to be his free act and deed as such  
officer, for the uses and purposes therein mentioned, and that they have affixed thereto the seal  
of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 12<sup>th</sup> day of June,  
2020.

  
NOTARY PUBLIC, ~~State of Florida~~  
PROVINCE OF ONTARIO  
My Commission Expires: N/A

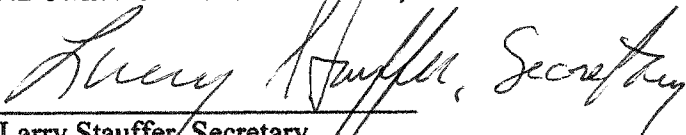


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Signed, sealed and delivered in  
in the presence of:

TUSCANY BY THE SEA  
CONDOMINIUM ASSOCIATION, INC.

  
Print name: Denis Cochran

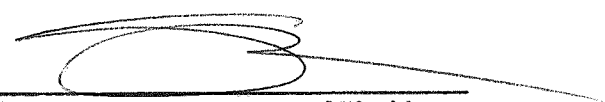
By:   
Larry Stauffer, Secretary

Print name: Denis Cochran

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization this 30<sup>th</sup> day of June, 2020, by Larry Stauffer, Secretary, of Tuscany by  
the Sea Condominium Association, Inc.,  who is personally known to me or  has produced  
DRIVER'S License as identification, who executed the foregoing Certificate of  
Amendment to Declaration of Condominium for Tuscany by the Sea, A Condominium  
Residence and severally acknowledge the execution thereof to be his free act and deed as such  
officer, for the uses and purposes therein mentioned, and the said instrument is the act and deed  
of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this \_\_\_ day of June,  
2020.

  
NOTARY PUBLIC, State of Florida

My Commission Expires:

