

Prepared by and return to:
Eric N. Appleton, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

[Space above line for recording information]

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

WHEREAS, Article 25, Section 25.01 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence, as recorded in Official Records Book 14781, Page 304-377, Public Records of Pinellas County, Florida, and as amended in Official Records Book 16976, Page 2339-2344, Public Records of Pinellas County, Florida (hereinafter the "Declaration"), provides that the Declaration may be amended by a vote of not less than two-thirds (2/3) of the voting interests of the Condominium; and

WHEREAS, the Board of Directors of Tuscany by The Sea Condominium Association, Inc. (hereinafter the "Association") has recommended to the Association and the Owners, approval of the amendments set forth herein;

NOW, THEREFORE, Patrick Chetcuti, as President, and Richard Dugas, as Secretary, of Tuscany By The Sea Condominium Association, Inc., do hereby certify that the following amendments to Sections 4.09, 18.07(i), 18.07(j), 39.11(g), 39.15, 39.19, 39.20, 39.21, 39.22, 39.23, 40.08 and 40.09 of the Declaration were approved at the special membership meeting originally convened on September 8, 2011, which membership meeting was duly recessed and reconvened on September 15, 2011 and September 23, 2011, by the affirmative vote of not less than two-thirds (2/3) of the voting interests in the Condominium who were present in person or by proxy at the membership meeting:

I. Article 4, Section 4.09 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby amended as follows:

4.09 "Condominium Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as amended from time to time ~~it exists on the date hereof.~~

II. Article 18, Section 18.07, paragraph "i" of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

(i) Each Unit Owner attempting to lease his or her Unit must provide the proposed tenant with copies of the Association's Declaration, Bylaws, Articles of Incorporation and Rules and Regulations, as amended from time to time. In the event that a tenant of a Unit Owner,

whether approved to occupy the Unit or not, violates any provision in this Declaration or the Association's Rules and Regulations, the Association shall have the power to issue notices and evict the tenant from the Unit as if the Association were the landlord under Chapter 83, Florida Statutes, as amended from time to time. Each Unit Owner covenants and agrees that any lease of a Unit shall incorporate the foregoing provision concerning the Association's authority to evict a tenant in violation of this Declaration and the Rules and Regulations, as amended from time to time, into the lease by existence of this covenant, and the tenant, by occupancy of the Unit, agrees to the applicability of this covenant and the incorporation of same into the lease, even if it is not expressly stated therein.

III. Article 18, Section 18.07, paragraph "j" of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

(j) In the event that a tenant or the guest of a tenant causes damage to Common Elements, Limited Common Elements or Association property, the Unit Owner, tenants and guests of tenants shall be jointly and severally liable for same. Notwithstanding anything herein to the contrary, the Association shall have the right to make any and all repairs to restore the damaged Common Elements, Limited Common Elements or Association property, and the Association may assess the Unit Owner, individually, for such costs. Any such specific assessment against a Unit Owner for such damages shall be considered an assessment, which shall be due and collectible from the Unit Owner in accordance with Article 17 of this Declaration.

IV. Article 39, Section 39.11, paragraph "g" of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

(g) Vicious breeds and 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, including any canine that is a mixed-breed containing any of the following canine breeds, shall be forbidden in the Association: Pit Bull, 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.

V. Article 39, Section 39.15 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby amended as follows:

39.15 No objects, including, but not limited to, towels, bathing suits, clothing, banners, signs, flags, rugs or mops shall be shaken ~~from~~ or hung ~~from or~~ on any of the windows, doors, deck railings or balconies. No clothes, sheets, blankets, towels, bathing suits, laundry or any other kind of articles shall be hung out of a Unit or exposed on the Common Elements, including but not limited to, the Limited Common Elements. The foregoing notwithstanding, any ~~u~~Unit ~~o~~Owner may display one portable, removable United States flag in a respectful way and in a manner which is least intrusive to all other ~~u~~Unit ~~o~~Owners, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day may display, in a respectful way, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, all in accordance with Section 718.113(4), of the Florida Condominium Act, as hereafter amended from time to time.

VI. Article 39, Section 39.19 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

39.19 Unit Owners, residents and tenants shall only park in those parking spaces that are appurtenant to their Unit. The vehicle of a Unit Owner, resident or tenant that is parked in a garage appurtenant to a Unit shall properly fit in that garage. Garage doors shall remain securely closed unless in use for purposes of entering or exiting the garage. "Guest Parking" consists of those parking spaces at the Condominium that are not appurtenant to a specific Unit. No Unit Owner, resident or tenant shall park in Guest Parking at any time. Guest Parking is only available for the use and benefit of guests and invitees of Unit Owners, residents and tenants. The Association may require each Unit Owner, resident and tenant to register their respective vehicle(s) with the Association prior to parking at the Condominium. The Association's Board of Directors may require each Unit Owner, resident and tenant to place a decal or other similar identification on a registered vehicle to ensure that only authorize vehicles are parked at the Condominium. The Association's Board of Directors may also require guests and invitees to obtain a temporary parking pass in order to park in Guest Parking.

VII. Article 39, Section 39.20 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

39.20 The Association's Board of Directors has posted "Pool Rules" and "Spa Rules" at the Condominium, which may be amended by the Board of Directors from time to time. Unit Owners, residents, tenants, guests and invitees shall strictly comply with the "Pool Rules" and "Spa Rules" at all times. All Unit Owners, residents, tenants, guests and invitees shall refrain from making excessive noise at or around the Pool and Spa, and they shall refrain from leaving personal belongings unattended at or around the Pool and Spa. Horseplay, throwing objects, and other behavior or conduct at or around the Pool and Spa that disturbs Unit Owners, residents, tenants and guests is strictly prohibited. Temporary or permanent removal of Association furniture on the deck around the Pool and Spa by a Unit Owner, resident, tenant, guest or invitee is prohibited. Use of the Pool and Spa outside of posted hours is prohibited without the prior

written consent of the Board of Directors. Children under the age of twelve (12) shall be supervised by a parent or guardian at all times while using the Pool and Spa.

VIII. Article 39, Section 39.21 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

39.21 The Association's Board of Directors may post "Fitness Room Rules," which may be amended by the Board of Directors from time to time. Unit Owners, residents, tenants, guests and invitees shall strictly comply with the "Fitness Room Rules" at all times. All Unit Owners, residents, tenants, guests and invitees shall refrain from making excessive noise in or around the Fitness Room, and they shall refrain from leaving personal belongings unattended in the Fitness Room. All Unit Owners, residents, tenants, guests and invitees shall return weights and equipment to designated locations in the Fitness Room after use. Children under the age of twelve (12) shall be supervised by a parent or guardian at all times while using the Fitness Room.

IX. Article 39, Section 39.22 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby amended as follows:

39.22 Conduct or behavior in any Unit or on Common Elements, including but not limited to, Limited Common Elements, that unreasonably disturbs other Unit Owners, residents, tenants and guests is strictly prohibited. Examples of conduct that unreasonably disturbs other Unit Owners, residents, tenants and guests include, but are not limited to, the following: a) horseplay in hallways, elevator cabs and other areas outside of a Unit; b) storage of personal belongings (not including patio furniture and similar décor) on balconies; c) throwing objects at or around the Pool and Spa; d) parking in unassigned parking spaces; e) obstructing Common Elements with a vehicle; and f) creating excessive noise, either within a Unit or on Limited Common Elements or Common Elements. No Unit Owner, resident, tenant or guest may interfere with the rights of another Unit Owner, resident or tenant to use the Common Elements. No Unit Owner, resident or tenant may host a party or similar gathering, either in a Unit or on the Common Elements, which causes the occupancy of the Condominium to violate any ordinance or law, or which party or similar gathering interferes with the rights of other Unit Owners, residents and tenants to peacefully enjoy their Unit, Limited Common Elements and Common Elements.

X. Article 39, Section 39.23 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby amended as follows:

39.23 Each Unit shall be used for residential purposes only. Operation of a business or a similar commercial enterprise within a Unit or on Common Elements, including, but not limited to Limited Common Elements, is prohibited.

XI. Article 40, Section 40.08 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

40.08 Effective as of the date of the recording of this Amendment, the Association or its agent, shall have the authority to tow vehicles from the Condominium at the sole cost of the

vehicle owner after notice has been provided, if applicable. Towing of a vehicle as provided for herein shall only occur after authorization to do so is provided to the Association's towing company by a member of the Association's Board of Directors or the Board's authorized agent. Individual Unit Owners shall not have the authority to authorize the towing of any other person's vehicle from the Condominium. If any vehicle is parked on any portion of the Common Elements, including but not limited to, Limited Common Elements, in violation of this Declaration or the Rules and Regulations, as both may be amended from time to time, or any city, county or state regulation, ordinance or law, as amended from time to time, the Association or its agent shall notify the vehicle owner of the Association's intent to tow the vehicle from the Condominium. This notice shall be placed in a conspicuous position on the vehicle and shall specify the time and date of the notice, the nature of the violation and a warning that if the vehicle is not removed from its current location within two (2) hours from the time and date of the notice, the Association or its agent shall tow the vehicle from the Condominium. If a vehicle is parked in a fire lane, blocking another vehicle, or otherwise creates a hazardous condition, as determined by the Board of Directors in its exclusive discretion, no notice shall be required and the Association or its agent may tow the vehicle immediately. If a Unit Owner, resident, tenant, guest or invitee violates this Section 40.08 more than once, as determined by the Board of Directors in its exclusive discretion, no additional notice shall be required after the first notice of the Association's intent to tow a particular vehicle, and the Association or its agent may tow the vehicle immediately. Neither the Association nor its agent shall be responsible to any vehicle owner, Unit Owner, tenant, guest or invitee for the failure of said vehicle owner, Unit Owner, tenant, guest or invitee to observe a towing notice. If a vehicle is towed in accordance with this Section 40.08, neither the Association nor any officer, director or agent of the Association shall be liable to any individual for any claim of damages as a result of the towing activity. The following is a non-exclusive list of violations that may justify the removal of a vehicle from the Condominium by way of towing: (1) unregistered vehicle (meaning a vehicle that is not the registered vehicle of a Unit Owner or approved resident or tenant); (2) disabled vehicle (meaning the vehicle does not have a current license tag or is inoperable); (3) vehicle parked in another Unit Owner's assigned parking space or garage; (4) vehicle blocking another Unit Owner's, resident's or tenant's ingress to and egress from the Condominium; (5) vehicle parked on any landscaped area within the Condominium; (6) vehicle parked under the porte-cochère for more than fifteen (15) consecutive minutes; and (7) vehicle of Unit Owner, resident or tenant that is parked in Guest Parking, as defined in Article 39, Section 39.19 of this Declaration.

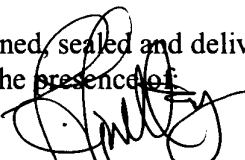
XII. Article 40, Section 40.09 of the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence is hereby created as follows:

40.09 Effective as of the date of the recording of this Amendment, the Association shall have the authority to levy reasonable fines against the Unit Owners for failure of the Unit Owner, or his or her tenants, guests or invitees to comply with the Condominium Act, this Declaration, the Bylaws or the Rules and Regulations of the Association. No fine may exceed the amount permitted by the Condominium Act, nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and, if applicable, the Unit Owner's tenant, guest or invitee. The Board of Directors shall establish a procedure for notice and hearing, which procedure shall include the establishing of a hearing committee comprised of Unit Owners other than members of the Board of Directors, and which shall be kept as part of


the official records of the Association. In the event the hearing committee shall not agree with the Board of Directors with respect to the levy of the fine, the fine shall not be levied. The decision of the committee shall be final.

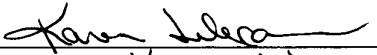
CODING: Deleted language is marked with a strikethrough line and new language is marked by a double underline.

Signed, sealed and delivered in
in the presence of


Print name: JAYNE FINDLAY

TUSCANY BY THE SEA
CONDOMINIUM ASSOCIATION, INC.

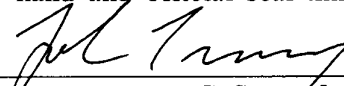
By: 
Patrick Chetcuti, President


Print name: Karen Jelecan

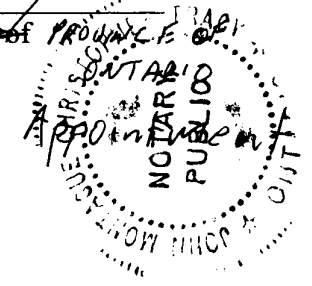
PROVINCE OF ONTARIO
COUNTY OF _____

The foregoing instrument was acknowledged before me on this 29th day of September, 2011, by Patrick Chetcuti, as President of Tuscany By The Sea Condominium Association, Inc., who is personally known to me ~~or has produced~~ as identification, who did take an oath under the laws of the Province of Ontario, who executed the foregoing Certificate of Amendments to the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence, and acknowledges the execution hereof to be his free act and deed as such officer, for the uses and purposes herein mentioned, and that he has affixed hereto 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 29th day of SEPTEMBER, 2011.


NOTARY PUBLIC, State of PROVINCE OF ONTARIO
My Commission Expires:

Lifetime



[This space intentionally left blank]

[Attestation of Corporate Secretary on Following Page]

[Attestation Page to Certificate of Amendments to the Declaration of
Condominium for Tuscany By The Sea, a Condominium Residence]

Signed, sealed and delivered in
the presence of:

Karen M Knapp
Print name: KAREN M KNAPP

Sue L Sullivan
Print name: Sue L Sullivan

ATTEST:

By: Richard Dugas
Richard Dugas, Secretary

STATE OF MICHIGAN
COUNTY OF Oakland

The foregoing instrument was acknowledged before me this 26th day of September, 2011, by Richard Dugas, as Secretary of Tuscany By The Sea Condominium Association, Inc., who is personally known to me or has produced _____ as identification, who did take an oath under the laws of the State of Michigan, who executed the foregoing Certificate of Amendments to the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence, and acknowledges the execution hereof to be his free act and deed as such officer, for the uses and purposes herein mentioned, and that he has affixed hereto 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 26th day of September, 2011.

Judith M. Campernel
NOTARY PUBLIC, State of Michigan
My Commission Expires: April 15, 2012

JUDITH M. CAMPERNEL
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMBS
MY COMMISSION EXPIRES APR 15, 2012
ACTING IN COUNTY OF Oakland

