

Prepared by and after recording return
by mail to:

Denis A. Cohrs, Esquire
The Cohrs Law Group, P.A.
1901 Ulmerton Road, Suite 425
Clearwater, FL 33762

COPY

SECOND
AMENDMENT TO
DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
TUSCANY BY THE SEA, A CONDOMINIUM RESIDENCE

THIS AMENDMENT to Declaration of Easements, Covenants, Conditions, and Restrictions for **Tuscany By The Sea, A Condominium Residence** (this "Amendment") is made this ____ day of June, 2010, by **Tuscany By The Sea Condominium Association, Inc.**, a Florida non-profit corporation (the "Association"), and the requisite number of Owners (as hereinafter defined) of the units at the condominium known as Tuscany By The Sea, A Condominium Residence.

WITNESSETH:

WHEREAS, the Association is the condominium association of Tuscany By The Sea pursuant to the Declaration of Easements, Covenants, Conditions, and Restrictions recorded in O.R. 14781, beginning at page 304, of the Public Records of Pinellas County, Florida (the "Declaration"); and

WHEREAS, the Declaration, pursuant to Section 26, provides in part that the Declaration may be amended with the approval of two-thirds (2/3) or more of the voting interests of the Condominium (as defined in the Declaration); and

WHEREAS, the Board of Directors of the Association has recommended to the Association and the Owners, approval of the amendments herein set forth; and

WHEREAS, the amendments herein set forth have been approved by two thirds (2/3) or more of all the Owners at a duly constituted meeting of the members;

NOW, THEREFORE, the Association and the Owners hereby declare as follows:

1. **Amendment to Section 18.07.** The provisions of Section 18.07 of the Declaration, are hereby amended by deleting the same in its entirety and replacing it with the following:

18.07 Leasing of Units. Unit Owners may lease their Units, subject to the following restrictions:

- (a) All leases must be in writing.
- (b) No Unit may be leased for a period of less than six (6) months nor may a Unit be leased more than one (1) time within any consecutive twelve (12) month period, regardless of the length of the term of the lease.
- (c) No lease may be for less than the entire Unit.
- (d) All leases shall incorporate this Declaration and its exhibits, whether or not so stated, and all lessees, and their family members, guests and invitees shall be subject to and shall be obligated to comply with such documents.
- (e) All leases shall provide, and if they do not so state, they shall be deemed to provide, that the Association shall have the authority, but not the obligation, to take legal action against a lessee for removal of that lessee from the Unit for violation of this Declaration or the Rules and Regulations of the Association.
- (f) No Unit Owner may commence a lease of his Unit until he has first obtained the approval of the Association. At least thirty (30) days prior to the commencement of a proposed lease, the Unit Owner shall apply to the Association for approval of the same. Such application shall be made on a written form provided by the Association, and shall be accompanied by an Application Fee (as hereinafter defined). Such application shall contain a copy of the

proposed lease, with the name and current address of the proposed lessee, along with any other information requested by the Association reasonably related to the lease or occupancy of the Unit. The Association shall not be required to consider the application for approval until the application form has been filed, all requested information has been provided and the Application Fee has been paid. The application shall also be signed by the prospective lessee(s). Within fifteen (15) days after receipt of all application materials and the Application Fee, the Association shall give the Unit Owner notice of approval or disapproval of the lease. If no notice is given by the Association within such fifteen (15) day period, the lease shall be deemed approved. If the Association disapproves of the lease, the notice of disapproval shall state the reason(s) for disapproval. Without limiting the basis on which the Association may disapprove a lease, the Association's disapproval shall not be considered unreasonable if (a) the Unit Owner seeking approval is delinquent in payment of any assessment against his Unit at the time the application is submitted, or (b) the application or the lease on its face indicates that the lessee's proposed use of the Unit would violate the Declaration, any exhibit thereto or any Rule or Regulation of the Association. If a notice of disapproval is timely given by the Association, the Unit Owner may not commence the lease.

(g) For the purposes of this Article 18, any transfer of possession of a Unit by the Unit Owner to any other person shall be considered a lease of the Unit, whether or not rent is to be paid by such other person; provided, however, that the requirements of this Section 18.07 shall not apply to grants of possession by a Unit Owner in favor of his children, parents, siblings or other persons related to the Unit Owner by blood or marriage or to persons owning an equitable interest of twenty percent (20%) or more in the Unit Owner if the Unit Owner is a legal entity.

(h) There shall be no subleasing of any Unit or portion thereof.

2. **Amendment to Section 39.11.** The provisions of Section 39.11 of the Declaration, are hereby amended by deleting the same in its entirety and replacing it with the following:

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

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

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

(c) At all times when a dog or cat shall be on the 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. No dog or cat is permitted at any time in the pool or spa area. 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, or in the area of each floor where you enter or exit the elevator unless under the direct care or control of a person.

(e) No more than two dogs and/or two cats, but not more than a total of two, weighing not more than 30 pounds each, may be kept in any Unit at any time.

(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.

3. **No Other Amendments.** Except as set forth herein, all other terms, conditions and provisions of the Declaration, as amended, shall remain the same and shall be fully enforceable according to their terms.

4. **Certification of Requisite Vote.** The undersigned members of the Board of Directors and officers of the Association hereby certify that the foregoing amendments were approved by two thirds (2/3) or more of all the owners of condominium units and members of the association at a duly constituted meeting of the members.

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[Signatures on Following Pages]

[Signature Page to Second Amendment to Declaration]

IN WITNESS WHEREOF, the Association has executed this Amendment the day and date first above written.

Signed, sealed and delivered in the presence of:

TUSCANY BY THE SEA CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation

By: Kevin Pawlowski
Kevin Pawlowski, Vice President

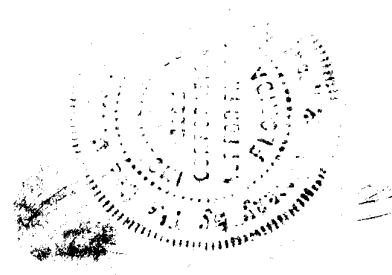
Rachael M. Dennis
(Signature of Witness)

Rachael M. Dennis
(Print Name of Witness)

Jayla B. Burt
(Signature of Witness)

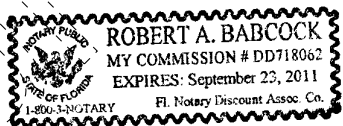
Jeryll Lynn Barton
(Print Name of Witness)

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn to and subscribed before me this 3rd day of June, 2010, by Kevin Pawlowski, as Vice President, of **TUSCANY BY THE SEA CONDOMINIUM ASSOCIATION, INC.**, a Florida non-profit corporation, who () is personally known to me or () has produced a _____ Driver's License as identification.



ROBERT A. BABCOCK
Print Name: Robert A. Babcock
Notary Public State of Florida
(SEAL)
My Commission Expires:

[Signatures Continue on Following Page]

[Signature Page to Second Amendment to Declaration]

Signed, sealed and delivered
in the presence of:

**TUSCANY BY THE SEA CONDOMINIUM
ASSOCIATION, INC.**, a Florida non-profit
corporation

Rachael M Dennis
(Signature of Witness)

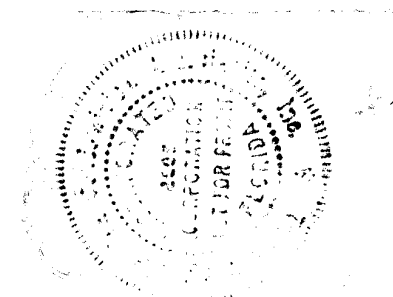
By: Richard Downs
Richard Downs, Secretary

Rachael M Dennis
(Print Name of Witness)

(CORPORATE SEAL)

Robert A Babcock
(Signature of Witness)

ROBERT A BABCOCK
(Print Name of Witness)



STATE OF Minnesota)
COUNTY OF Blue Earth)

Sworn to and subscribed before me this 6th day of June, 2010, by Richard Downs, as Secretary of **TUSCANY BY THE SEA CONDOMINIUM ASSOCIATION, INC.**, a Florida non-profit corporation, who is personally known to me or () has produced a Driver's License as identification.

Erma Griffith
Print
Name: Erma Griffith
Notary Public
(SEAL)
My Commission Expires:

