

Prepared by and
when recorded return to:

Jonathan J. Ellis, Esq.

SHUMAKER

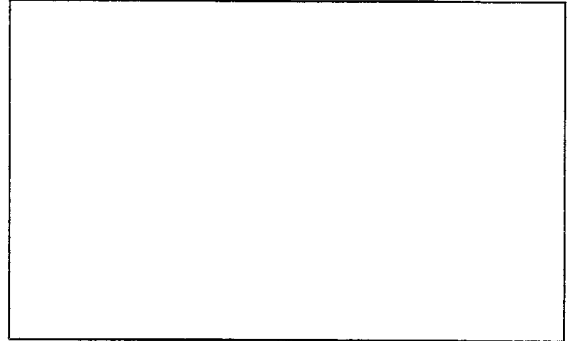
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**CERTIFICATE OF AMENDMENT TO THE
COVENANTS, CONDITIONS, AND RESTRICTIONS OF
GULF TRACE HOMEOWNERS ASSOCIATION, INC.**

This Certificate of Amendment to the Declaration of Covenants, Conditions, and Restrictions of Gulf Trace Homeowners Association, Inc. is made as of the 31st day of May 2023, by the Gulf Trace Homeowners Association, Inc., a Florida not-for-profit corporation ("Association").

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Gulf Trace Homeowners Association, Inc. ("Declaration"), as amended and supplemented from time to time, recorded at Official Records Book 1489, Page 0088, of the Public Records of Pasco County, Florida ("Declaration");

WHEREAS, Article XI, Section 11.06, of the Declaration provides that the Declaration may be amended by the affirmative vote of the Owners representing at least sixty-seven percent (67%) of the total voting interests at a duly noticed meeting of the members at which a quorum is present;

WHEREAS, at a duly noticed meeting of the Association's members held on the 16th day of May, 2023, at which a quorum was present, the amendment to the Declaration attached hereto as **Exhibit A** ("Amendment") was approved in the manner required by Article XI, Section 11.06 of the Declaration.

WHEREAS, the Association desires to amend its governing documents as provided in the Amendment.

NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.
2. The Amendment attached hereto as **Exhibit A** is a true and accurate recitation of the Amendment as approved by the Association's Owners.

3. All initially capitalized terms not defined herein or in the Amendment shall have the meaning set forth in the Declaration.

4. With respect to the Amendment, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by a double underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.

5. In the event that there is a conflict between the Amendment and the Declaration, the Amendment shall control.

6. All provisions of the Declaration are hereby ratified and shall be of full force and effect, except as specifically modified and amended by this Amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

Witnesses:

[Signature]
Print Name: Jean Ladusch

[Signature]
Print Name: Melissa D. Kulcsar

GULF TRACE HOMEOWNERS ASSOCIATION, INC.

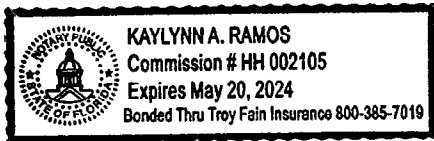
By: [Signature]

Print: SUSIE TONIAZZI

Its: President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 31 day of May, 2023 by Susie Toniazzi as President of the Gulf Trace Homeowners Association, Inc., who is personally known to me or has produced FL DL as identification,



[Signature]
NOTARY PUBLIC
Print Name: Kaylynn Ramos
My Commission Expires: May 24, 2024

<Remainder Intentionally Left Blank, Exhibit A to Follow>

“EXHIBIT A”**Amendment to the Declaration of Covenants, Conditions, and Restrictions of
Gulf Trace Homeowners Association, Inc.**

Additions are indicated with double underline, deletions are indicated with a strikethrough, Ellipses (...) indicate that the language omitted by the ellipsis shall remain unchanged.

Article II – Restrictions, Section 2.01, is amended as follows:

Section 2.01 – Lots. The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants. ~~No Building or other improvements situate on any Lot shall be rented or leased separately from the rental or lease of the entire Lot and no part of any such building shall be used for the purpose of renting rooms therein or as a boarding house, hotel, motel, tourist, or motor court or any other type of transient accommodation.~~ No structures on any Lot, single rooms, or other fraction or portion of a Lot or Unit may be leased, nor shall any Lot, Unit, or portion thereof be used for o cration of a boardin house hotel motel or an t e of dail weekl or short-term rental or similar accommodation for transient tenants. There shall be no subleasing or assignment of leases unless prior written approval has been obtained from the Board of Directors. Notwithstanding the foregoing, all Owners are subject to the leasing and rental restrictions set forth in Section 2.21.

...

Article II – Restrictions, Section 2.21, is amended as follows:

Section 2.21 – Single Family Detached. The following restrictions shall apply to those Lots on which will be built Single Family Detached Homes:

- (a) Fences, Walls and Hedges. There shall be no fences permitted on a Lot within the Development unless they comply with the requirements below and are approved by the Architectural Control Committee, or unless they are installed by the Developer.
- (1) Chain Link or Wood Rail. Chain link or wood rail fences may be erected to a height of four (4) feet.
 - (2) Wrought Iron. Wrought Iron fences may be erected to a height of four (4) feet.
 - (3) Privacy. Privacy fences of ~~cypress,~~ solid PVC, vinyl, or shadow box as shown on exhibit “B” attached hereton, and of manufactured vinyl, pressure-treated wood, cypress, or other suitable durable wood, ~~or other suitable, durable wood~~ may be

erected to a height that is not to exceed six (6) feet and must be of a shadow box design as shown on Exhibit "B" attached hereto. These must be stained or painted with a color to be approved the Architectural Control Committee.

- (4) Installation and Maintenance. All fences must be installed with the posts on the inside. All fencing shall be maintained in a good condition by the Lot Owner.
- (5) Locations. Fences may be installed or erected around the perimeter of a Lot or in the interior of a Lot. However, on Lots which include or are adjacent to a pond, bayhead, or other body of water, the fence may not be any further than ten (10) feet from the Rear Dwelling Line, which is a straight line connecting the rear living area of the Dwelling to the Side Lot Lines. Additionally, no fence may be constructed in the following areas:
- i. Between the street facing the front of the Dwelling (the "Front Street") and the straight line connecting the front living area of the Dwelling to the Side Lot Lines (the "Front Dwelling Line"); or
 - ii. Between the street facing the side of the Dwelling (the "Side Street") and a straight line connecting the side of the Dwelling to the Rear Lot Line ("Side Dwelling Line").
- (6) Terms. The terms "Front Dwelling Line," "Side Dwelling Line," "Rear Dwelling Line," "Front Street," "Side Street," "Side Lot Line," "Front Lot Line" or "Rear Lot Line" are as used and shown on Exhibit "C" attached hereto.
- (7) Special Provisions. Notwithstanding anything to the contrary, the Developer, and the Association, as successor of the Developer, shall have the right to install and maintain fences around the perimeter of the Development on individual Lots, with said fences to be maintained by the Association. This Section 2.21 does not apply to completely enclosed, screen areas attached to the Dwelling. A decorative wall or fence that is forward of the Front or Side Dwelling Lines shall be permitted if approved the Architectural Control Committee.

...

- (d) Use of Accessory Structures. No tent, shack, garage, barn or other out building shall at any time be erected and used temporarily or permanently as a residence or for any other purpose, nor shall any trailer be parked permanently or temporarily as a residence or for any other purpose, on any of the Lots in this subdivision. Temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work. Notwithstanding the foregoing, utility and storage sheds may be added or installed with prior written approval of the Architectural Control Committee. The Board may adopt reasonable rules regulating description, size and location of shed; provided, however, temporary buildings, mobile homes or field construction offices may be used by contractors in connection with construction work.

...

- (g) Garage Doors. Garage doors shall remain closed at all times, except when in operation, and no pedestrian door shall be built into the garage door. ~~Garages shall not be converted into screened enclosures.~~ Garage door screening shall be allowed. The Board may adopt reasonable rules regulating garage door screening.

Section 2.22 Leasing Owners.

- (a) Definition. "Leasing," for purposes of this Declaration, is defined as the temporary possession or use of a Lot in exchange for consideration.
- (b) Owners shall own their Lot for a period of two (2) years prior to the Lot becoming eligible for lease.
- (c) Prior Approval of the Association. No Lot may be leased or rented without prior written approval of the Association.
- (d) Rentals and Leases. All Owners are explicitly prohibited from renting or leasing their Lot and Unit for less than six (6) month intervals or more than three separate times in any twelve (12) month period. No building or individual rooms shall be rented or leased separately from the rental or lease of the entire Lot. The Board may adopt reasonable rules regulating leasing and subleasing.

~~Section 2.22~~ Section 2.23– Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners nor the Association nor the use of the Land shall interfere with the completion of the contemplated improvements and the sale of the Lots. Developer may make such use of the unsold Lots and Common Area without charge as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, the showing of the Land and the display of signs.