

Lake Jovita HOA
12330 Lake Jovita Blvd.
Dade City, FL 33525



Rept: 1314114 Rec: 35.50
DS: 0.00 IT: 0.00
07/06/10 K. Garcia, Dpty Clerk

FIRST AMENDMENT
TO THE
SECOND AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE JOVITA

This First Amendment ("Amendment"), dated and effective as of the 30th day of June, 2010, by Lake Jovita Joint Venture, a Florida joint venture ("Declarant") is hereby made a part of and incorporated into the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lake Jovita dated February 5, 2010, recorded in Official Records Book 8266, Pages 636-681, of the Public Records of Pasco County ("Declaration"). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to them in the Declaration.

WITNESSETH:

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
07/06/10 10:30am 1 of 4
OR BK 8369 PG 1450

WHEREAS, by virtue of the Declaration, Declarant imposed upon the real property known as Lake Jovita certain covenants, conditions and restrictions; and

WHEREAS, pursuant to the terms set forth in Section 4 of Article IX of the Declaration, the Declarant specifically reserves the right without the necessity of the approval or joinder of any person or legal entity to make amendments to or corrections of the Declaration; and

WHEREAS, the Declarant desires to amend the terms and conditions of the Declaration as set forth herein;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the Declarant hereby declares as follows:

1. Amendments. Article XV, Leasing Restrictions, is added to the Declaration as follows:

**"ARTICLE XV
LEASING RESTRICTIONS**

In order to insure a community of congenial residents and thus protect the value of Lake Jovita, the leasing or rental of any Lots, Units or Parcels by an Owner (including an Owner who acquires title by the foreclosure of a first mortgage or by a deed in lieu of foreclosure of a first mortgage) other than the Declarant shall be subject to the following terms and provisions. Notwithstanding the foregoing or anything to the contrary contained herein, the leasing or rentals of any such Lots, Units or Parcels within the Club Villas shall not be subject to the leasing restrictions within this Article XV of the Declaration.

Section 1. Rentals. A Lot, Unit or Parcel may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Lot, Unit or Parcel. Individual rooms of a Lot, Unit or Parcel may not be leased on any basis. No transient tenants may be accommodated in a Lot, Unit or Parcel. Use of the Lot, Unit or Parcel for assisted living, nursing facility, church or recreational facility will be considered a commercial use of the Lot, Unit or Parcel and will not be allowed. No Lot, Unit or Parcel upon the Properties shall be leased or rented without the prior written approval of the Association, which approval shall not be unreasonably withheld. The Board of Directors shall approve the form of the lease or have the right to require that a substantially uniform form of lease be used. In the event that the Board of Directors approves a rental or lease, such approval of such lease or rental shall not release the Owner from any obligations under this Declaration. All leases or occupancy agreements of any Lot, Unit or Parcel (collectively, "Lease Agreements") are subject to the following provisions:

- (a) All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association;
- (b) All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least seven (7) days prior to commencement of the lease term;
- (c) The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be one hundred dollars (\$100.00) and may be increased from time to time;
- (d) The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association;
- (e) No Lease Agreement may be for a term of less than six (6) months;
- (f) The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with any and all rules and regulations and all policies adopted by the Association;
- (g) The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the rules and regulations and any other policies adopted by Association. Notwithstanding, the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;
- (h) All Lease Agreements shall require the Lot, Unit or Parcel to be used solely as a private single family residence;
- (i) Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, rules and regulations of the Association which govern the Lot, Unit or Parcel. The Uniform Lease

Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause lease to be void;

- (j) Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association shall give the Owner notice of such violations and an opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association;
- (k) Each leased Lot, Unit or Parcel shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose.

Section 2. Corporations, Other Entities. If the lessee is a corporation or other entity other than an individual person, the approval of the Board of Directors may be conditioned upon the approval by the Association of all occupants of the Lot, Unit or Parcel, which approval shall not be unreasonably withheld.

Section 3. Effect of Non-Compliance. Any lease not authorized pursuant to the provisions of this Article XV and the Declaration shall be void unless subsequently approved by the Association in writing.

Section 4. Association Authority. Notwithstanding anything contained in this Article XV to the contrary, the Board of Directors of the Association shall have the right to: (a) withhold consent and approval of any prospective Lot, Unit or Parcel lessee to any lease in the event such prospective lessee(s) would automatically violate or breach any terms, conditions, restrictions, rule or regulation, or covenant under the Declaration; (b) withhold the consent and approval of the rental of any Lot, Unit or Parcel in the event there are any unpaid assessments, fines or any amounts owed to the Association for any reason whatsoever for any such Lot, Unit or Parcel; or (c) withhold the consent and approval of the rental of any Lot, Unit or Parcel in the event the prospective Lot, Unit or Parcel is not in compliance with the terms and conditions of this Declaration."

2. Miscellaneous.

(a) Notwithstanding anything to the contrary set forth herein, in the event of a conflict between the Declaration and this Amendment, the latter shall prevail.

(b) The Declaration, as amended hereby, shall remain in full force and effect in accordance with the terms thereof and hereof.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed in its name, the day and year first above written.

LAKE JOVITA JOINT VENTURE
a Florida general partnership

By: [Signature]
Ronnie L. Deese
Its Managing Partner

[Signature]
Witness Signature

Kristina S. Waltzak
Printed Name of Witness

[Signature]
Witness Signature

Drenda B. Adams
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 30 day of June, 2010, by RONNIE L. DEESE as Managing Partner of Lake Jovita Joint Venture, a Florida General Partnership, for and on behalf of the Joint Venture Entity. He is [] personally known to me or [] he has produced a Driver's License as identification.

[Signature]
Notary Public, State of Florida



Connie M. Hobbs
Printed Name of Notary
My Commission Expires: