  
**Prepared by and Return to:**  
Ptryk Ozim, Esq.  
MARTELL & OZIM, P.A.  
37 N. Orange Ave, Suite 500  
Orlando, FL 32801  
(407) 377-0890

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR THE PINES OF MONTVERDE**

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for The Pines of Montverde was recorded in Official Record Book 1835, Page 2450, Public Records of Lake County, Florida (“Declaration”); and

WHEREAS, Section 5.4 of the Declaration provides that the Declaration may be amended with an affirmative vote in favor thereof by the Owners of at least two-thirds (2/3) of the Lots upon which the Declaration is imposed; and

WHEREAS, the Lot Owners subject to the Declaration desire to make certain amendments to the Declaration and the requirements for amending the Declaration were satisfied.

NOW, THEREFORE, the Declaration is amended as follows:

**1. Section 2.2 of the Declaration is amended to read as follows:**

2.2 Design of Residence: The primary residence shall be of a design that would be considered a standard style in Florida and not radical in nature. No mobile homes, doublewides, modular units, or any other type of prefabricated packaged homes shall be allowed. No earth home as it is commonly known shall be erected on any lot. The outside finish of the primary residence shall be wood, brick, stone, stucco or any other material normally used in the construction of homes in Florida, except no struck block is allowed. All outbuildings shall be of the same construction and color as the primary residence. All outside water tanks and water softeners shall be covered by a structure constructed of materials and design similar to the primary residence. Roof overhands must be at least 16 inches unless otherwise approved by the ARC. Roofing must be architectural grade shingles or may be changed to metal material as long as the metal is similarly colored to the existing shingle, or colored in green, grey or brown. Any change of roofing material from shingle to metal or from metal to shingle must be approved by the ARC. All driveways and sidewalks shall be concrete and the driveway will be at least the same width as the garage. All outside colors will be earth tones, and approved by the ARC.

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**2. Section 2.4 of the Declaration is amended to read as follows:**

2.4 Recreational Vehicle and Boat: One (1) recreation vehicle or travel trailer shall be permitted on a lot and one (1) boat and trailer therefor shall be permitted on a lot but such vehicle or boat shall be garaged or situated in the rear of a lot or the side yard behind the front plane of the home. ~~and hidden from view.~~ No such vehicle or boat shall be used as a permanent or temporary living unit. No vehicle or boat will be allowed to park on a street except for temporary loading and unloading.

**3. Section 2.8 of the Declaration is amended to read as follows:**

2.8 Maintenance of Lot: All improvements, fences, and lawn shall be maintained in a neat and orderly manner. Refuse piles, trash, scrap metal, non-operative motor vehicles, old household appliances and equipment, etc., shall not be placed or maintained on any lot. Notwithstanding the requirements of Section 2.2 above, pine trees may be removed without the approval of the ARC, unless the pine trees are being replaced with alternative shrubbery, trees or other types of vegetation.

**4. Section 2.17 of the Declaration is amended to read as follows:**

2.17 Buffers: Lots in the said subdivision shall be subject to buffers as shown on the Plat of the Subdivision, and in particular, there shall be a 10 foot buffer on each side of the Lot and a 20 foot buffer on the rear Lot line. Both the side and rear buffer lines shall consist of aesthetically pleasing vegetation. ~~and in particular these will be a 10 foot buffer on each side line of a lot which will consist of one row of trees and there will be a 20 foot buffer on the rear lot line consisting of two (2) rows of trees.~~

**5. Section 3.2 of the Declaration is amended to read as follows:**

Section 3.2 Date of Commencement of Annual Assessment; Due dates: The Annual Assessment provided for herein shall commence as to each Lot on the day on which such Lot is conveyed to a person or entity other than Declarant and shall be appropriately prorated among all Lot owners, except Declarant. For the year of 2000, the Association will assess the sum of \$300.00 as the annual assessment for each lot.

The Assessments shall be paid annually in advance, or at such other times and manner as the Association shall determine. The assessment shall be based on the estimated costs of providing the aforescribed maintenance services and the estimated common expenses of the Association for the next year. Declarant reserves the right, at any time and at its sole option, to set a maximum Annual Assessment for any or all Lots, and to thereby obligate itself to pay any deficits in revenues collected to pay the aforesaid costs and expenses of the Association in any fiscal year during which Declarant has set any such maximum Annual Assessment amounts. Notwithstanding, the annual assessment may be increased on an annual basis by a vote of the Board of Directors but by no greater than 5% of the previous

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year's operating budget. Said increase cap shall not apply to items and improvements not budgeted in the previous fiscal year.

**6. Section 3.3 of the Declaration is amended to read as follows:**

Section 3.3 Special Assessments: In addition to the Annual Assessments authorized above, a Special Assessment for the aforescribed maintenance services and common expenses may be levied by the Board, applicable to that fiscal year only, for the purpose of defraying, in whole or in part, the amount of any unbudgeted expenses in carrying out said maintenance services and common expenses. Special Assessments must be fixed at a uniform rate for all Lots. Notice of any special assessment shall be given to all owners subject thereto at least 15 days prior to the billing therefor. In addition to the foregoing, the Board of Directors may approve Special Assessments for items and improvements not budgeted in the previous fiscal year should there be insufficient funds in the operating account to cover the expenses.

**7. A new Section 3.6 shall be added to the Declaration which shall read as follows:**

3.6 Leasing: All rentals shall be for residential purposes only and shall not be for a term shorter than one (1) year. A copy of the lease, the tenant's credit history report, and any additional information deemed necessary by the Association must be submitted to the Association for review as part of the application process at least fourteen (14) days prior to the commencement of the rental agreement. The Association shall have the right to review, and/or order at the sole cost of the Owner, a criminal background check on all proposed occupants. The Association may deny a rental application if the proposed occupants have been previously convicted of a felony, the Owner is in violation of the Declaration or the Association's Rules and Regulations, the Owner is delinquent in the payment of any monetary obligations to the Association, the Owner has failed to pay or pre-pay the costs of criminal background checks for the proposed occupants, or the Owner has failed to provide all necessary information for review. The Association shall either approve or disapprove a submitted lease within seven (7) days of the submittal of the lease, however, if the Association fails to either approve or disapprove a lease within the seven (7) days, the lease shall be deemed disapproved. Any lease entered into without prior approval of the Association shall be considered void and the occupants shall be subject to immediate removal. No more than seven (7) Lots within The Pines at Montverde may be leased at one time, based on a first come, first service basis. A Lot must be leased in its entirety and may not be sublet.

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**CERTIFICATE OF AMENDMENT**

I, Donald H. Hiatt, Jr., as President of The Pines of Montverde Homeowners Association, Inc., hereby certify that this Amendment was duly adopted by an affirmative vote representing the approval of a least two-thirds (2/3) of the Lot Owners subject to the Declaration of Covenants, Conditions and Restrictions for The Pines of Montverde at a duly called meeting of the membership.

**THE PINES OF MONTVERDE HOMEOWNERS ASSOCIATION, INC.**

**Witnesses:**

Brenda Brasher  
Witness Signature  
Print Name: Brenda Brasher  
Date: 9/21/17

By: [Signature]  
Donald H. Hiatt, Jr., as President  
Address: 17718 Sugar Pine Way  
Montverde, FL 34756  
Date: 9-21-17

**ATTEST:**

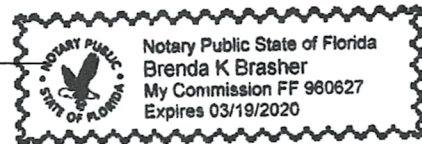
Brenda Brasher  
Witness Signature  
Print Name: Brenda Brasher  
Date: 9/21/17

By: Le Roy Leslie Brown Jr.  
Print: LEROY LESLIE BROWN JR as Board Member  
Address: 17608 WINDY PINE ST.  
MONTVERDE FL 34756  
Date: 09 21 2017

STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21 day of September, 2017, by Donald H. Hiatt, Jr., as President of The Pines of Montverde Homeowners Association, Inc., who is personally known to me or has produced — as identification.

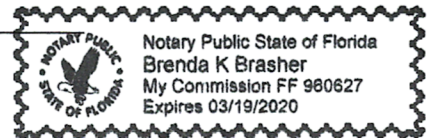
Brenda Brasher  
Notary Signature  
Notary Stamp or Seal:



STATE OF FLORIDA  
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21 day of September, 2017, by Leroy Brown Jr., as a Board Member of The Pines of Montverde Homeowners Association, Inc., who is personally known to me or has produced FDL as identification.

Brenda Brasher  
Notary Signature  
Notary Stamp or Seal:



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