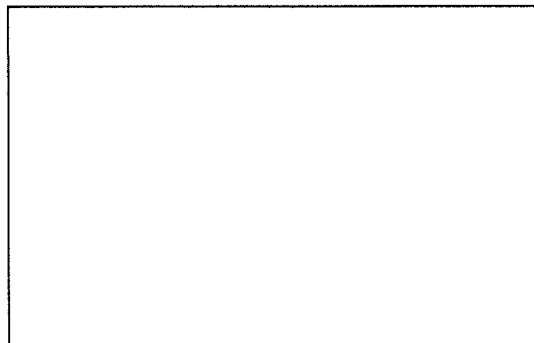


Prepared by and
when recorded return to:
Jonathan J. Ellis, Esq.

SHUMAKER

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**CERTIFICATE OF AMENDMENT TO THE AMENDED AND CONSOLIDATED
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND
RESTRICTIONS FOR PRISTINE PLACE HOMEOWNERS' ASSOCIATION, INC.**

This Certificate of Amendment to the Amended and Consolidated Declaration of Easements, Covenants, Conditions, and Restrictions for Pristine Place is made as of the 27th day of December 2016, by the Pristine Place Homeowners' Association, Inc., a Florida nonprofit corporation (the "Association").

WITNESSETH:

WHEREAS, Article IX, Section 5 of the Amended and Consolidated Declaration of Easements, Covenants, Conditions, and Restrictions for Pristine Place, recorded in Official Records Book 3285, Page 1741, *et seq.*, of the public records of Hernando County, Florida, and as amended from time to time (the "Declaration"), provides that the Declaration may be amended by the affirmative vote of two-thirds (2/3) of the total votes cast at a duly noticed meeting of the membership at which a quorum is present;

WHEREAS, at a duly noticed meeting of the Members of the Association (the "Meeting"), at which a quorum of Members was present, held on the 15th day of November, 2016, in the manner required by the Association's governing documents, the Members did cast their votes, in accordance with the voting procedures set forth in the Association's governing documents, in favor of or against those certain proposed amendments to the Declaration attached to this certificate as **Exhibit A** (the "Amendments");

WHEREAS, at the above-referenced Meeting of the Members, the attached Amendments were approved by at least two-thirds (2/3) of the total votes cast;

WHEREAS, the Association desires to amend the Declaration as provided herein.

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

1. The foregoing recitals are true and correct.

2. The Amendments attached hereto as Exhibit A are true and accurate copies of each and every amendment approved by the Members at the Meeting.

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

4. With respect to the Amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by 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 Amendments and the Declaration, the Amendments shall control.

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

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this 5th day of December, 2016.

PRISTINE PLACE HOMEOWNERS' ASSOCIATION, INC.,
a Florida nonprofit corporation

Witnesses:

[Signature]
Print Name: MICHAEL SPIN

By: [Signature]
Carol Prible, President

VIRGINIA GANGE
Print Name: VIRGINIA GANGE

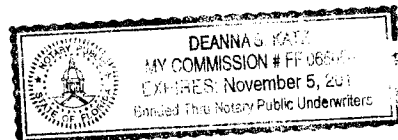
By: [Signature]
Virginia Gange, Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of December 2016 by Carol Prible, as President, and Virginia Gange, as Secretary, of the Pristine Place Homeowners' Association, Inc., a Florida nonprofit corporation, on behalf of the corporation, who are personally known to me or have produced _____ as identification.

[Signature]
NOTARY PUBLIC
Print Name: Deanna S. Katz
My Commission Expires:



**EXHIBIT A:
AMENDMENTS TO THE DECLARATION**

The Declaration is hereby modified and amended as follows:

AMENDED AND CONSOLIDATED DECLARATION

OF

EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

PRISTINE PLACE

**ARTICLE IV
COVENANT FOR MAINTENANCE AND OPERATION ASSESSMENTS**

Section 5. Duties of the Board of Directors. . . .

Written notice of the assessment shall thereafter be sent to the Owner of every Lot subject thereto, along with a copy of the Association's proposed annual budget for the upcoming fiscal year, at least fourteen (14) days prior to the Association's annual meeting.

...

**ARTICLE V
ARCHITECTURAL CONTROL**

Section 5. Design, Materials and Color of Improvements. . . .

No hedge over six (6) feet in height measured from the ground on which it stands shall be maintained on any Lot for a dividing instrumentality. Walls shall not be permitted as dividing instrumentalities. (Refer to Article VII, Section 20, ~~Use Restrictions~~Fences, for fencing guidelines.)

**ARTICLE VI
DUTY TO MAINTAIN**

Section 2. **Lots.** The Lot Owner shall be responsible for the maintenance and repair of the grounds and improvements ~~for~~ on their individual Lots, whether improved or unimproved, in a neat and attractive manner, including, but not limited to, the periodic repainting of the improvements, mowing, fertilizing, pest control, irrigation, edging, power washing, shrub and tree trimming. Entry of contractors to perform maintenance shall be limited to between 7:00 a.m. and 7:00 p.m. Monday through Friday, and 7:00 a.m. and 5:00 p.m. on Saturday, unless otherwise approved by the Board or its designee.

In the event a Lot Owner shall fail to maintain the grounds or improvements of or on his individual Lot in accordance with the provisions of this Declaration in a manner satisfactory to the Board of Directors, the Association, after approval of two-thirds (2/3) of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot, and any improvements thereon, and effectuate the needed maintenance or repair. The Association shall not be liable for any loss or damages sustained in connection with the exercise of the Association's rights under this provision. . . .

Section 3. Acts Causing Damage to Association Property. Lot Owners shall be responsible for all conduct of the Lot Owner, or the Lot Owner's tenants, guests or invitees, causing damage to any part of the Common Area or other property of the Association.

ARTICLE VII RESIDENTIAL AREA COVENANTS

Section 17. **Sodding.** Upon completion of construction of the dwelling on each Lot, full sodding shall be installed from the front roadway to the rear of the Lot. There shall be no plantings of any kind, other than approved sod, within the easement area between the street and sidewalk.

Section 18. **Driveways, Sidewalks, and Mailboxes.** During construction of the dwelling on each Lot, the Owner shall cause to be installed a driveway constructed of concrete or pavers, meeting applicable building codes and otherwise complying with the required specifications of the Architectural Control Committee, as well as a mailbox conforming to applicable postal service guidelines and ACC standards in the easement area between the street and the sidewalk. . . .

~~Following construction,~~ The Owner shall be responsible for maintaining the property, including, but not limited to, property encompassed by any easement from the Lot boundary to the beginning of the roadway abutting the Lot, including, but not limited to, the sidewalks, street gutters and the property between the sidewalk and the roadway, in compliance with the governing documents of the Association, including, but not limited to, rules and regulations promulgated by the Board of Directors. . . .

Upon approval by the ACC as set forth in Article V, painting of driveways is permitted, including the section of sidewalk that crosses the driveway. Painting of sidewalks on either side of the driveway is not permitted.

Section 20. ~~Use Restrictions~~**Fences.** All proposed fence installations must be submitted to and approved by the Architectural Control Committee (ACC) prior to installation.

The following general guidelines will apply to all fences, except for fencing maintained by the Association, including on the perimeter of the community and in the Common Area:

- 1) All fences ~~are limited to~~ must be chain link black or green vinyl clad with post, rails and gates of the same color as the fencing material. Silver, steel colored, or plain galvanized posts, rails and gates are not permitted.

- 2) ~~Except for fencing on the perimeter of the community and maintained by the Association, n~~No fence shall be erected or maintained on any Lot or Lots which exceed four (4) feet in height.

...

Section 23. Storm Shutters. Storm shutters shall be defined as any temporary or permanent protective window paneling or other covering intended for the preservation of property during severe weather. Permanent storm shutters require ACC approval prior to installation. The ACC shall promulgate rules and regulations regarding acceptable storm shutters. Temporary storm shutters must be stored out of public view. All storm shutters may only be closed or put into place upon issuance of a severe weather alert and/or warning by a national, state, or local governmental entity, and must be removed or returned to open position within 72 hours after the expiration of such alert and/or warning.

Section 24. Address Numbers. All Lot Owners shall have address numbers affixed horizontally to the exterior of their dwelling in a conspicuous place so that the address number is clearly visible from the roadway.

Section 25. Roadways. Only persons holding a valid Driver's License issued by the State of Florida or any other state may operate a motorized vehicle within the Association. Off-road vehicles, including go-karts, ATVs, or any other off-road vehicles other than golf carts registered with the Association shall not be permitted. Handicap mobility scooters are expressly permitted to be operated within the Association, but may not be operated on St. Ives Boulevard, provided the sidewalk or other alternative means along St. Ives Boulevard remain accessible for such operation.