

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS MCINTOSH LAKES OF HILLSBOROUGH COUNTY HOMEOWNERS ASSOCIATION, INC.

The undersigned, constituting a majority (50% plus one) of the voting interest of the lot Owners of McIntosh Lakes OF Hillsborough County Homeowners Association, Inc., and pursuant to Article VI, section 3 of the Declaration of Covenants, Conditions and Restrictions of McIntosh Lakes OF Hillsborough County Homeowners Association, Inc., as recorded in Official Record Book 11232, page 1990, Public Records of Hillsborough County, Florida, and as amended as recorded in Official Record Book 13766, page 1370, Public Records of Hillsborough County, Florida, hereby amend said Declaration as follows:

Section 4 of Article V Use Restrictions shall be changed in its entirety to read as follows,

4. No construction of any residence or any alteration to the exterior of any existing structure of any type shall take place without prior written approval from the Declarant, as long as Declarant shall own a lot in the Subdivision, or until such time as Declarant shall file a written document conveying this right and the provisions of this paragraph to the McIntosh Lakes of Hillsborough County Homeowner's Association, Inc. At least thirty (30) days prior to the date of commencement of any construction or alteration, the owner of such lot shall furnish to the Declarant the final plans and specifications (the "Plans") which shall include the name, telephone number, and address of the contractor, at least a site plan showing the location of the dwelling on the lot, all elevation views, floor plans, a schedule of materials and a landscape plan. Furthermore, once building permits and if applicable, the Certificate of Occupancy, are issued, the owner shall also furnish a copy of said documents within seven (7) days of issue. The owner shall also provide a projected completion date for the construction or alteration. The owner shall notify the Board of any issue that will prevent the completion of the construction or alterations by the projected completion date. The landscape plan shall include the location and description of all trees, bushes and other shrubbery which shall be planted concurrently with the construction or alteration of the dwelling.

The Declarant shall review the "Plans" to determine whether they appear on their face to comply with the provisions of these Covenants and Restrictions. In addition, to the extent practicable, the Declarant shall review the "Plans" to determine in the opinion of the Declarant whether or not the proposed residence or improvement (1) will blend architecturally with the other residences constructed or to be constructed on the other lots in the Subdivision, (2) will detract from the neighborhood or will adversely affect the property values of other lots in the Subdivision, and (3) requires materials and will employ craftsmanship of a quality consistent with other homes in the Subdivision. The Declarant shall either approve or disapprove the proposed "Plans" and, if they are approved, the Declarant shall send a letter to the owner of subject lot stating that the "Plans" have been approved. If the "Plans" are not approved, written notice of the disapproval and the reasons for disapproval shall be sent to the owner of the lot within twenty (20) days after receipt by the Declarant of the "Plans".

After the "Plans" have been approved, construction shall commence in accordance with the "Plans" as soon as practicable and there shall be no material changes in the "Plans" as approved, without prior consent of the Declarant. If the "Plans" are not approved, construction

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shall not commence unless and until the modification(s) to the "Plans" are made and are approved by the Declarant. The Declarant may modify these Covenants and Restrictions on a reasonable basis to prevent undue hardship in the placement of any residence upon any lot in regard to lot-line setback requirements and side-yard entrance requirements for garages. Neither the Owner nor the McIntosh Lakes of Hillsborough County Homeowner's Association, Inc. or Officer, Director, Agent, or Employee of same shall have liability whatsoever to any person or entity based upon or arising out of the foregoing procedures, it being acknowledged and understood that the responsibility for compliance with the provisions of these Covenants and Restrictions and any and all zoning ordinances, safety of construction and governmental building codes is the sole responsibility of the owner and his contractor. A copy of the proposed "Plans" shall be furnished to the Association for records and future references.

Section 6 of Article V Use Restrictions shall be changed in its entirety to read as follows,

6. All construction or alteration on each lot shall be new conventional construction. No used buildings or structures shall be moved onto any lot, nor shall there be any storage of building supplies on any lot unless used in immediate construction. The exterior of any building or structure shall be properly finished by painting, stucco, brick, wood-treatment, or other similar treatment and in keeping with other residences in the Subdivision. No fake brick finish shall be permitted. No unfinished exposed concrete block walls shall be permitted. No prefabricated, modular, geodesic-dome, or elevated stilt type residence shall be allowed to be constructed within the Subdivision. The construction or alteration of every residence, structure or other improvement upon a lot shall be diligently and continuously pursued until completed by a lot owner and may not be abandoned without completion.

Section 13 of Article V Use Restrictions shall be changed in its entirety to read as follows,

13. The Declarant to ensure that the landscaping is acceptable within the Subdivision establishes the following

All areas on each lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped. Landscaping shall be planted concurrently with construction and all landscaping shall be finished no later than a period of six (6) months after completion of the construction of the residence on such lot. Additionally, within six (6) months after completion of the construction of the residence on a lot, all lot yards of subject must be sodded and/or planted in vegetative ground cover and an underground sprinkler system shall be properly maintained in good working order. All landscaped, sodded and vegetative ground cover areas shall be maintained at all times and good horticulture standards shall be observed in the maintenance of same.

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Residences shall be located on lots so as to minimize the necessity for removing trees from the lot. Except for removal of trees located where the residence and improvements will be constructed and except where removal of trees is approved in advance in writing by Declarant, as long as Declarant shall own a lot in the Subdivision, or until such time as Declarant shall file a

written document conveying this right to the McIntosh Lakes of Hillsborough County Homeowners Association, Inc., no trees having a diameter of 6 (six) inches or more, measured twelve (12) inches above the ground level, shall be removed from any lot. Trees on lots shall be maintained in a good and healthy condition including protection against infestation and insuring proper fertilization.

Section 19 of Article V Use Restrictions shall be changed in its entirety to read as follows,

19. No building or improvements which have been partially or totally destroyed by fire or other casualty shall be allowed to remain in such a state for more than six (6) months from the time of such destruction. If not reconstructed or repaired within six (6) months from the date of the fire or casualty, the owner shall raze and remove the building or improvements from the lot promptly thereafter. The owner shall notify the Board of any issue that will prevent or delay reconstruction or repair. No construction or alterations in which work was started and then halted shall be allowed to remain in such a state for more than two (2) months. If the construction or alterations is not substantially recommenced after said two (2) months, the owner shall restore the lot and/or building to its previous state as it was on the date of commencement. The owner shall notify the Board of any issue that will prevent the completion or delay of the construction or alterations. The building of every residence, structure or other improvement upon a lot shall be diligently and continuously pursued until completed by a lot owner and may not be abandoned without completion.

____ Signature _____		
Print Name	Address	