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AULA S. O'NEIL, PH. D. PASCO CLERK & COMPTROLLER
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PREPARED BY AND RETURN TO:
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FIRST AMENDMENT
TO DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF DUPREE LAKES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DUPREE LAKES (the "First Amendment") is made this 11 day of November 2011, by **BEAZER HOMES CORP.**, a Tennessee corporation ("Declarant").

WITNESSETH:

WHEREAS, Declarant made and entered into that certain Declaration of Covenants, Conditions and Restrictions of Dupree Lakes dated March 22, 2005, and recorded in Official Records Book 6284, page 1560, Public Records of Pasco County, Florida (the "Declaration").

WHEREAS, pursuant to Article XIV, Section 14.3 of the Declaration, Declarant reserved the right to amend the Declaration, without the consent or joinder of any party, to correct scrivener's errors, to clarify ambiguities determined to exist therein, and to make other non-material amendments which Declarant believes are in the best interest of the Owners.

WHEREAS, in accordance with the Governing Documents, Turnover has not occurred (i.e., Declarant has not relinquished control of the management and operation of the Association to the Class A members of the Association).

WHEREAS, this First Amendment does not materially and adversely affect the practical utilization of any Lot for a Residence, materially change the method of allocating assessments among the Lots, adversely affect the title to any Lot, or materially and adversely affect the value of any Lot or Residence.

WHEREAS, Declarant desires to provide for the towing of vehicles which have been repeatedly parked in violation of the parking guidelines provided for in the Declaration.

NOW, THEREFORE, Declarant hereby declares:

1. **Recitals.** Capitalized terms used herein shall have their meaning as defined in the Declaration, unless the context herein requires otherwise.

2. **Use Restrictions.** Subsection 10.21 under Article X of the Declaration is hereby amended as follows:

Additions indicated by underlining

Deletions indicated by ~~striking through~~

10.21 Parking. The Association desires to maintain vehicle parking standards throughout Dupree Lakes in order to present a uniform aesthetic throughout the community.

~~Owners shall park their vehicles within the~~ Vehicles shall be parked within the Owner's garage, in the driveway of the Owner's Residence, or in other areas on the Property designated by Declarant or the Association. Vehicles may not be parked on the grass or upon any portion of the Lot other than the garage or driveway. For purposes of this section, "vehicle" is defined as "all other vehicles not treated under subsection 10.20 of this Declaration." All parking within the Property shall be in accordance with the rules and regulations adopted from time to time by the Association. No on-street parking will be permitted unless for special events approved in writing by Declarant or the Association. It is the Owner's responsibility to ensure that vehicles belonging to occupants of the Residence, family members, guests, invitees, lessees and their family members, guests and invitees are parked in compliance with these or other regulations contained herein or in the rules and regulations adopted by the Association.

Vehicles may not be parked in violation of these or other regulations as referenced above, for a period of twelve (12) consecutive hours or for twenty-four (24) non-consecutive hours in any seven (7) day period. The Association shall provide written notice of any parking violation to the Owner via Certified U.S. Mail. Such notice shall advise that any further parking violation for the vehicle at issue will result in the vehicle being towed. This notice shall also provide the name and contact information for the towing business which will remove any vehicle remaining in violation after notice has been given to the Owner. If the vehicle at issue does not belong to the Owner, the Owner is responsible for notifying the vehicle owner of the violation and the Association's intent to tow the vehicle for future violations.

Any vehicle parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle if it remains in violation after the seven (7) day cure period has expired. By way of this section, the Association is deemed to be authorized by the Owner or lessee to remove such vehicle, pursuant to and in accordance with section 715.07(2), Florida Statutes.

Pursuant to section 715.07(2), Florida Statutes, the Association shall not be liable to the owner of any vehicle for costs of removal, transportation, or storage or damages caused by such removal, transportation, or storage of such vehicle, and neither its removal nor failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name on the day and year first above written.

Signed, sealed and delivered in our presence:

BEAZER HOMES CORP., a Tennessee corporation

Susan Greene
Print: Susan Greene

By: [Signature]
Ed Suchora, Market Manager – Tampa
9432 Camden Field Pkwy., Riverview, FL 33578

Trudy McClellan
Print: Trudy McClellan

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of November 2011 by Ed Suchora as Market Manager – Tampa for Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation. He is personally known to me, or has provided _____ as identification.

Susan Greene
NOTARY PUBLIC
My commission expires: Aug 6, 2012

