

This Instrument Prepared by and Return to:
Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, FL 34698

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**CERTIFICATE OF AMENDMENTS
TO THE DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR PANTHER TRACE HOMEOWNERS' ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Covenants, Conditions and Restrictions for Panther Trace Homeowners' Association, Inc., as described in Official Records Book 11791 at Pages 1 - 46, et seq., of Hillsborough County, Florida, was duly approved in the manner required therein at a meeting held on January 21, 2008.

IN WITNESS WHEREOF, we have affixed our hands this 1st day of March, 2008, at Hillsborough County, Florida.

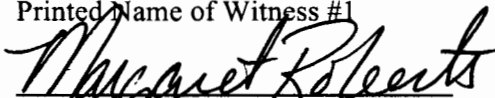
**PANTHER TRACE HOMEOWNERS'
ASSOCIATION, INC.**

WITNESSES:




Signature of Witness #1

Douglas M. Pinner
Printed Name of Witness #1

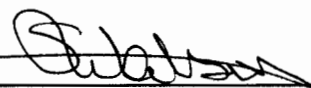


Signature of Witness #2

Margaret Roberts
Printed Name of Witness #2

By: 

Curt Vercruyse, President

Attest: 

Stacey Watson, Secretary



STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 11th day of March, 2008, by Curt Vercruysse and Stacey Watson, to me known to be the President and Secretary of PANTHER TRACE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL Drivers License and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

Kelly Anderson
NOTARY PUBLIC

Kelly Anderson
Printed Name of Notary Public

My Commission Expires: 4/24/2011



**ADOPTED AMENDMENTS TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
PANTHER TRACE HOA, INC.**

1. Article XII, Section 10 is amended to read as follows:

Section 10. Effect of Non-Payment of Assessment.

If the assessment is not paid within fifteen (15) days of the due date, a \$10.00 late fee will be added and an additional \$25.00 late fee will be added for each additional thirty (30) days the assessment is not paid. In addition, the assessment shall bear interest at the maximum rate allowed by law from the date of delinquency until paid, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action. In the event a judgment is obtained, such judgment shall include late fees, interest on the assessment ~~as above provided and a reasonable attorneys' fee to be fixed by the court, together with the costs of the action.~~

2. The following language is added to Article XIII, Section 3 of the Declaration:

Section 3. Service Yards..... Rubbermaid or equivalent material type utility shed shall be allowed at the rear of the home, not visible from the front of the residence and not to exceed thirty-six inches (36") high, fifty-five inches (55") wide and twenty-eight inches (28") deep.

3. Article XIII, Section 9 is amended to read as follows:

Section 9. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that are pets of the customary household variety such as cats, dogs, pet birds and fish may be kept by an Owner, but only if such pets do not cause a disturbance or a nuisance on the Properties. Notwithstanding the foregoing, pit bulls, mixed wolf breed dogs and animals exhibiting aggressive behavior shall not be permitted. Notwithstanding the foregoing, the following shall apply with regard to any pet which is allowed to be kept in or on a Residential Unit:

..... Nothing herein shall be deemed to prohibit the use and ownership of a dog trained to assist a disabled person.

4. The following language is added as the last sentence of Article XIII, Section 11 of the Declaration:

Section 11. Outside Lighting. All seasonal lighting must be removed within fifteen (15) days after the holiday.

5. Article XIII, Section 24 is amended to read as follows:

Section 24. Garages. Garage doors shall be kept closed except when automobiles are entering or leaving the garage, or when some other task is being performed which requires entry or exit through the garage door.

6. Article XIV, Section 3 is amended to read as follows:

Section 3. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines as allowed by law may be imposed by the Association. All procedures involved with fining shall strictly comply with law. Fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.