

Prepared by & Return to:
Telese Brown McKay, Esq.
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2033 Main Street, Suite 600
Sarasota, FL 34237

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE HOMES AT ANTIGUA COVE
and the
BY-LAWS OF THE HOMES AT ANTIGUA COVE
HOMEOWNERS ASSOCIATION, INC.**

This Certificate of Amendment by ***THE HOMES AT ANTIGUA COVE
HOMEOWNERS ASSOCIATION, INC.***, a Florida not-for-profit corporation (hereinafter
"Association").

RECITALS

WHEREAS, the Association has been established for the operation of The Homes at Antigua Cove, a residential community, in accordance with the Declaration of Covenants, Conditions and Restrictions for The Homes at Antigua Cove recorded on September 25, 2006 in Instrument #2006460238 and Official Records Book 16980, Page 1882 of the Public Records of Hillsborough County, Florida, as amended from time to time ("Declaration"); and,

WHEREAS, the By-Laws of The Homes at Antigua Cove Homeowners Association, Inc. ("By-Laws") were recorded as Exhibit "C" to the Declaration; and,

WHEREAS, an amendment to Section 17.1(a) of Article XVII of the Declaration was submitted and approved by not less than two-thirds (2/3rds) of the Voting Interests of the Association pursuant to Section 720.306(1)(b), Florida Statutes, at a duly-noticed Special Member Meeting held on November 6, 2019 at which a quorum was present; and,

WHEREAS, a new Section 2.12 to Article II of the By-Laws, and amendments to Section 3.1.1 and Section 3.1.5 of Article III of the By-Laws, were all submitted and approved by a majority of the members of the Board of Directors at a duly-noticed Board meeting held on November 6, 2019 after the Special Member Meeting, at which a quorum was present.

NOW THEREFORE, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All present and future Members of the Association shall be bound by the amendments to Article XVII of the Declaration and to Articles II and III of the By-Laws as follows:

New language is indicated by underscoring type.

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Deleted language is indicated by ~~strikethrough~~ type.

- A. Section 17.1(a) of Article XVII of the Declaration is amended to add the following language at the end of said Section 17.1(a) as follows:**

Notwithstanding anything contained herein to the contrary, applying prospectively only from the date of recordation of this amendment, with respect to any new lease agreements between an Owner and a lessee, or any new renewals thereof, no such lease agreement may be for a term of less than one (1) year, and no Unit may be leased more than two (2) times in any calendar year unless otherwise approved by the Homes at Antigua Cove Association in the case of hardship; provided, however, that if a tenant defaults under its lease agreement and the Owner terminates such lease agreement on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new lessee under a new lease agreement (for a term of at least one (1) year), and such new tenancy shall not count as an additional lease for the specified period. The restriction on lease terms and lease agreements set forth in the foregoing sentence shall not apply to any lease agreements or lease terms which are currently in effect as of the date of recordation of this amendment.

- B. A new Section 2.12 of Article II of By-Laws is added as follows:**

2.12 Little Harbor POA Voting Member and Board Representative. Every person or entity owning a Lot or Unit within The Homes at Antigua Cove shall automatically be deemed to have membership in the Little Harbor Property Owners Association, Inc. ("POA"). Notwithstanding, the vote of each person or entity shall be collectively cast at meetings of the POA by the Association's Voting Member ("Voting Member"). The Voting Member shall be appointed by a majority vote of the Association's Board of Directors. Further, a person from the Association shall be appointed to serve on the POA's Board of Directors to represent the Association. To be appointed to serve on the POA's Board of Directors, the person shall meet the same qualifications as required to serve on the Association's Board of Directors. The appointment of the representative to the POA's Board of Directors shall be decided by a majority vote of the Association's Board of Directors. The same person may serve as both the Voting Member and the Association's POA board member, but is not required to do so.

- C. Section 3.1.1 of Article III of the By-Laws shall be amended as follows:**

3.1.1 Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors (the "Board") on which each director shall have one (1) vote. Except with respect to directors appointed by Developer, the directors shall be Members or designated representatives of a Member that is not a natural person. Additionally, directors must be full time residents (defined as residing over half of the calendar year) of The Homes at Antigua Cove and use their Lot or Unit as their primary residence. If title

to a Lot or Unit is held by more than one person, the individual designated in writing to the Secretary of the Association as the representative of such multiple Owners, or of an Owner that is not a natural person, shall be eligible to serve as a director.

D. Section 3.1.5 of Article III of the By-Laws shall be amended as follows:

3.1.5 Election and Term of Office; Turnover Date. ~~After the Turnover Date, the Members (which may include Developer) shall elect directors, each of whom shall serve on the Board for a term of one (1) year, or until their respective successors have been elected by the Members. The "Turnover Date" shall mean the date upon which Developer relinquishes control of the Board and the Association, which shall be that date which is three (3) months after ninety percent (90%) of all Lots and Units which will ultimately be contained within the Property have been conveyed to Members or any earlier date when Developer voluntarily relinquishes control of the Board as evidenced by an express amendment to the Declaration executed and recorded by Developer. Within sixty (60) days after the Turnover Date, the Association shall give notice to all owners, as provided herein, of a "Turnover Meeting", which Turnover Meeting shall be held not more than thirty (30) days after giving of such notice. The purpose of the Turnover Meeting shall be the election of a new Board, as well as such other business as shall come before the meeting. If for any reason the Members are unwilling or unable to elect a majority of the Board at such a Turnover Meeting, Developer may relinquish control of the Board and the Association by recording an instrument in the Public Records declaring termination of Developer's control and the Turnover Date will be deemed to have occurred upon such recording. Notwithstanding the foregoing, Developer shall be entitled to elect at least one director as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of all Lots and Units that will ultimately be contained within the Property. There shall be no cumulative voting. After the Turnover Date, directors~~ Directors may serve up to four (4) ~~seven (7)~~ consecutive terms.

All other Sections remain unchanged.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 29
day of December, 2020.

WITNESSES:

[Signature]
Print Name: ZINA LUCAS

[Signature]
Print Name: Maria Haynes

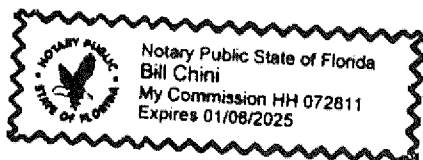
THE HOMES AT ANTIGUA COVE
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

By: [Signature]
Sean Storch, President

(Seal of Corporation)

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 29 day of
December, 2020, by Sean Storch, as President of The
Homes at Antigua Cove Homeowners Association, Inc., a Florida not-for-profit Corporation.
He/She (who is personally known to me) (who has produced _____ as
identification) and (did) (did not) take an oath.



[Signature]
Signature of Notary Public
Print name: Bill Chini

[ADDITIONAL SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 30
day of December, 2020.

WITNESSES:

THE HOMES AT ANTIGUA COVE
HOMEOWNERS ASSOCIATION, INC.
a Florida not-for-profit corporation

[Signature]
Print Name: ZINA LUCAS

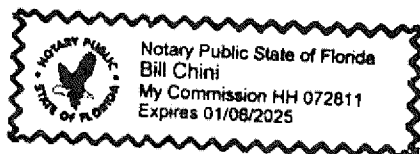
By: Andrew Wright
Andrew Wright, Secretary

Print Name: _____

(Seal of Corporation)

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 30 day of
December, 2020, by Andrew Wright, as Secretary of The
Homes at Antigua Cove Homeowners Association, Inc., a Florida not-for-profit Corporation.
He/She (who is personally known to me) (who has produced FL ID) as
identification) and (did) (did not) take an oath.



[Signature]
Signature of Notary Public
Print name: Bill Chini

Document #1065830