

JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1760685 OR BOOK 1258 PAGE 2839
Recorded: 10-29-99 09:41 A.M.

**AMENDMENTS
TO THE
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR THE ISLE OF TUSCANY**

The Declaration of Covenants and Restrictions of the Isle of Tuscany were filed in the public records of St. Lucie County, Florida, at Official Records Book 0850, Pages 0459 et. seq., amended at Official Records Book 0855, Page 2126, amended at Official Records Book 0864, Page 2077, amended at Official Records Book 0927, Pages 1444 et. seq., and amended at Official Records 0933, Page 1657, et seq.. The same Declaration of Covenants and Restrictions of the Isle of Tuscany, is hereby amended as approved by a duly called Annual Meeting of the Isle of Tuscany Neighborhood Association, Inc. held on February 17, 1997.

Article I, Section 2 and Section 11; Article V, Section (I); Article VI, Section 3 and Section 10; and Article IX of the Declaration of Covenants, Restrictions and Easements for the Isle of Tuscany are amended as follows:

**ARTICLE I
DEFINITIONS**

The terms used in this Declaration and in the Articles and Bylaws of the Association, shall have the following meanings, unless the context otherwise requires:

§2. "Assessments" shall mean the charge against each Owner and his Home, representing a portion of the total costs to the Association of owning, maintaining, improving, repairing, replacing, managing and operating the Common Areas, maintaining those portions of the Homes and Homesites as specifically authorized in this Declaration, and collection of Club charges and Community Association Assessments. if requested to do so by Developer, Club Owner or the Community Association

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Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, Florida 34995

§11. "Common Expenses" shall mean all expenses incurred and Assessments (and Special Assessments levied against each Owner and his Home within the Neighborhood) and the actual and estimated costs of maintenance, management, operation, repair and replacement of the Common charges for the Common Areas; costs of management and administration of the Association (including, without limitation, compensation paid by the Association to Managers, accountants, attorneys and other employees); the cost of all gardening and landscaping of the Common Areas and grass cutting and edging of the lawns on each Homesite; the cost of maintenance, operation, repair and replacement of equipment furnishing lighting for the Common Areas; the cost of fire, casualty and liability insurance, workers' compensation insurance, and other insurance covering the Common Areas; the cost of bonding persons who handle monies of the Association; taxes paid by the Association (including real property taxes for the Common Areas); amounts paid by the Association for discharge of any lien or encumbrance levied against the Common Areas, or portions thereof, the cost of carrying out any maintenance responsibilities on the Homes or Homesites as authorized in this Declaration, and the costs of any other item or items incurred by the Association for any reason whatsoever in connection with the Common Areas or for the benefit of the Owners.

(THE REMAINDER OF ARTICLE I REMAINS UNCHANGED)

ARTICLE V

DUTIES AND POWERS OF ASSOCIATION

The Association, acting through the Board of Directors, shall also have the power and duty to:

(1) Perform such maintenance on the Homes or Homesites as specifically authorized in this Declaration.

(THE REMAINDER OF ARTICLE V REMAINS UNCHANGED)

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

§3. Purpose of Assessments. The Assessments levied by the Association shall be used for the benefit of the Common Areas, to cut and edge the lawns on each Homesite, to maintain any other landscaping not part of the Common Areas deemed necessary by the association, to repaint the exterior of the Homes, and to pay all costs incurred by the Association in the carrying out of its duties as set forth herein and in the Articles and By-Laws of the Association.

§10. Maintenance of Exterior of Owners Property. The Association shall be responsible for the major repainting of the exterior of all Homes. The owners shall be responsible for all other exterior maintenance of the Home. In the event an Owner of any Homesite in the Neighborhood shall fail to maintain the exterior of his Home or the Homesite, other than those portions of the Homesite to be maintained by the Association, in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees to enter upon said Homesite and to repair, maintain and restore the Homesite and the exterior of the buildings and any other improvements erected thereon.

(THE REMAINDER OF ARTICLE VI REMAINS UNCHANGED)

ARTICLE IX

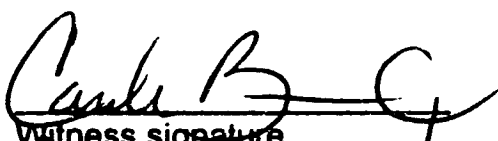
MAINTENANCE AND REPAIR OBLIGATIONS

The Association shall maintain, or provide for the maintenance of all Common Areas (including, without limitation, paving, lighting and landscaping), repainting of the exterior of all Homes, and any other repairs or maintenance reasonably associated with a repainting project, and, at its option, may maintain or provide for the maintenance of other property as elsewhere provided herein.

1. The foregoing amendments to the Declaration of Covenants, Restrictions and Easements of the Isle of Tuscany was approved at the annual meeting of the Isle of Tuscany Neighborhood Association, Inc., held on February 17, 1997.
2. The adoption of these amendments appear upon the minutes of said meeting and is unrevoked.
3. All provisions of the Declaration of Covenants, Restrictions and Easements of the Isle of Tuscany are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 14 day of October, 1999.

WITNESSES:


Witness signature
Carol Boering
Printed Name of Witness

ISLE OF TUSCANY NEIGHBORHOOD
ASSOCIATION, INC.

By: 
William Breshahan, President

Suzanne Donovan
Witness signature

Suzanne Donovan
Printed Name of Witness

Carole Boring
Witness signature

Carole Boring
Printed Name of Witness

Suzanne Donovan
Witness signature

Suzanne Donovan
Printed Name of Witness

By: Paul Pelletier
~~Harry Wolf~~ Secretary/Treasurer

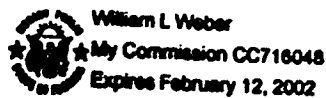
CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 14 day of October, 1999, by William Bresnahan, President of the Isle of Tuscany Neighborhood Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

SEAL



William L. Weber
Notary Public

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 14 day of October, 1999, by Paul Pelletier, Secretary of the Isle of Tuscany Neighborhood Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

SEAL



William L. Weber
My Commission CC716048
Expires February 12, 2002

William L. Weber
Notary Public

CERTIFICATE

Isle of Tuscany Neighborhood Association, Inc., by its duly authorized officers, hereby certifies that the amendment to the Declaration of Covenants, Restrictions and Easements of the Isle of Tuscany, a copy to which this is attached, was duly and regularly approved at the annual meeting of the Isle of Tuscany Neighborhood Association, Inc. held on February 17, 1997.

EXECUTED this 14 day of OCTOBER, 1999.

WITNESSES:

ISLE OF TUSCANY NEIGHBORHOOD ASSOCIATION, INC.

Suzanne Donoran
Witness signature

By: William Bresnahan
William Bresnahan, President

Suzanne Donoran
Printed Name of Witness

Carole Boeing
Witness signature

Carole Boeing
Printed Name of Witness

Suzanne Donoran
Witness signature

By: Raul Pelletier
Raul Pelletier, Secretary
HARRY WOLF

Suzanne Donoran
Printed Name of Witness

Carole Boeing
Witness signature

Carole Boeing
Printed Name of Witness

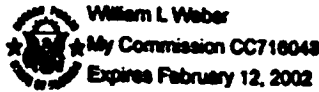
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 14 day of OCTOBER, 1999, by William Bresnahan, President of the Isle of Tuscany Neighborhood Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: _____].

SEAL

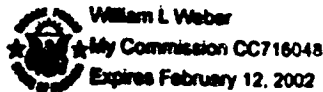


William L. Weber
Notary Public

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 14 day of OCTOBER, 1999, by Paul Penicler, Secretary of the Isle of Tuscany Neighborhood Association, Inc., [] who is personally known to me or [] who has produced identification [Type of Identification: _____].

SEAL



William L. Weber
Notary Public

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