



**AMENDMENT TO THE
Declaration of Covenants, Conditions and Restrictions
For Wilderness Lake Preserve Homeowners
Association, Inc.**

Rept: 1873612 Rec: 18.50
DS: 0.00 IT: 0.00
06/22/2017 K. D. K., Dpty Clerk

THIS AMENDMENT was made this the dates shown, by the Wilderness Lake Preserve Homeowners' Association, Inc., a Florida not-for-profit corporation, herein referred to as the "Association", whose mailing address is 23548 State Road 54, Lutz, Florida 33559.

WITNESSETH:

WHEREAS, Lindell Investments, II, Inc. a Florida corporation, as the Declarant heretofore imposed certain covenants, conditions and restrictions upon real property located in Pasco County, Florida, by virtue of that certain Declaration of Covenants, Conditions and Restrictions for the Wilderness Lake Preserve, as recorded in O.R. Book 4885, Page 1182 et al, Public Records of Pasco County, Florida, together with any amendments thereto (herein collectively called the "Declaration"); and

WHEREAS, pursuant to Article XX Section 2 of the Declaration of Covenants, Conditions and Restrictions of Wilderness Lake Preserve as recorded in the Official Records of Pasco County, Florida in Official Records Book Number 4885 at Page 1182, the Declaration may be amended with the approval of two thirds (2/3) of the voting interest present at a meeting of the Owners at which a quorum is present. Owners are defined in Article I Section 19 as shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, Residential Unit or Commercial Property situated upon the Properties; and

WHEREAS, on the 25th day of April, 2017, at the Annual Meeting of the Membership, duly called, at which a quorum of voting interest were present, in excess of two thirds (2/3) of the voting interest present at a meeting did vote that the following Amendment to the Declaration of Covenants, Conditions and Restrictions of Wilderness Lake Preserve be adopted:

NOW, THEREFORE, the Association hereby amends its Declaration of Covenants, Conditions and Restrictions of Wilderness Lake Preserve as follows:

1. The recitals set forth above are true and correct and are incorporated herein by reference.

2. Article XIII Section 35 of the Declaration of Covenants, Conditions and Restrictions of Wilderness Lake Preserve is to be amended as follows (deletions are stricken out and additions double underlined):

Section 35. Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be placed ~~installed~~, maintained or used only in the rear of a residence and shall not be placed ~~installed~~ or located in such manner as to be exposed to view from any public or private street, unless expressly approved by the ARC. Portable recreational equipment shall be permitted provided such equipment is stored out of view from any other property when not in use. However, portable basketball hoops may be placed or located in the front of a residence, without the approval of the ARC, provided the following is complied with:

a. Basketball hoops must not be attached to the residence or in-ground. No permanent basketball hoops are allowed.

b. Basketball hoops must be commercially manufactured and of the removable/collapsible type.

c. Basketball hoops must be placed or located in the driveway area between the sidewalk and the residence. The basketball hoop cannot be placed or located in the street.

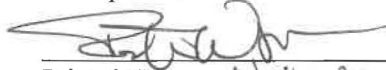
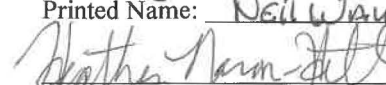
d. Basketball hoops must have a properly weighted base and must be kept in an upright position, as specified by the manufacturer. The basketball hoop cannot be stored or located in open view on its side.


PAULA S O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
06/22/2017 12:12pm 1 of 2
OR BK 9562 PG 2515

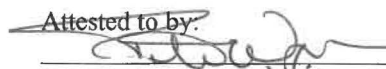
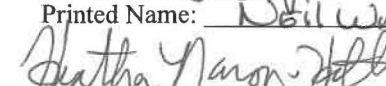
- e. Basketball hoops must be kept in good repair, and shall not contain broken backboards or corrosion. There must be a net and the net shall be in good repair and not torn.
- f. The homeowner is responsible for maintaining the landscape around the basketball hoop's base (e.g. trimming any grass, etc.).
- g. When the basketball hoop is removed from the front of the residence, any displaced/damaged landscaping shall be replaced or repaired.
- h. There may be only one basketball hoop placed or located in the front of the homeowner's residence.
- i. For safety reasons, the basketball hoop must be positioned so that the players are shooting the ball toward the homeowner's residence or yard; and are not shooting the ball toward the street.
- j. The basketball hoop must be used at least on a monthly basis. If not, the basketball hoop shall be stored away from view of any public or private street.
- k. To mitigate noise issues, basketball shall be limited to the hours between 9:00 am and 9:00 pm.

IN WITNESS WHEREOF, the undersigned corporation has caused this Amendment to its Declaration of Covenants, Conditions and Restrictions of Wilderness Lake Preserve to be executed by its duly authorized officers as of the day and year first written below. These amendments shall take effect upon filing.

Signed, sealed and delivered
in the presence of:


Printed Name: NEIL WAYNE

Printed Name: Heather Naron-Hiller

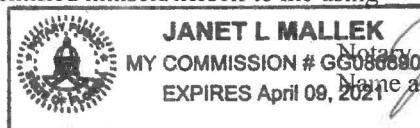
By: 
Printed Name: Philip Haas
President

Attested to by:

Printed Name: NEIL WAYNE

Printed Name: Heather Naron-Hiller

By: 
Printed Name: Margarida Wainreich
Secretary

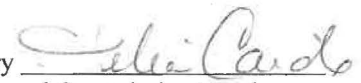
STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 25th day of May, 2017, by Philip Haas as President on behalf of the corporation, who is personally known to me or has identified himself/herself to me using _____ as identification, and did take an oath.



STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 25th day of May, 2017, by Margarida Wainreich as Secretary on behalf of the corporation, who is personally known to me or has identified himself/herself to me using _____ as identification, and did take an oath.

Notary 
Name and Commission Number:

Prepared by and return to:
Antonio Duarte, III
Attorney at Law
6221 Land o' Lakes Blvd.
Land o' Lakes, Florida 34638

