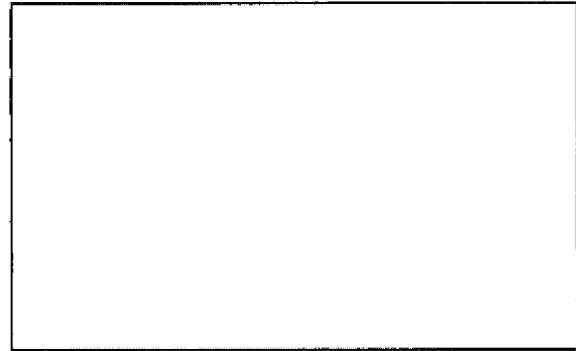


Prepared by and
when recorded return to:
Jonathan J. Ellis, Esq.

SHUMAKER

Shumaker, Loop & Kendrick, LLP
101 East Kennedy Boulevard
Suite 2800
Tampa, Florida 33602
Phone: (813) 229-7600



**CERTIFICATE OF AMENDMENT TO
MASTER DECLARATION FOR LIVE OAK PRESERVE**

This Certificate of Amendment to the Master Declaration for Live Oak Preserve is made by Live Oak Preserve Association, Inc. (the "Association") and states as follows:

WHEREAS, the Master Declaration for Live Oak Preserve was recorded in Official Record Book 13544, Page 1842; amended in official Record Book 13612, Page 1870; amended in Official Record Book 13943, Page 1118; amended in Official Record Book 14015, Page 1625; amended in Official Record Book 14288, Page 1273; amended in Official Record Book 16170, Page 2069, amended in official Record Book 17996, Page 1413, and amended in Official Record Book 26561, Page 833, all in the Public Records of Hillsborough County, Florida (the "Declaration");

WHEREAS, the section 11.1.1 of the Declaration provides that the Declaration may be amended by either (i) the unanimous vote of the directors of the Community Association, and by the vote of the Owners entitled to cast 2/3 of the votes present in person or by proxy at a meeting called to approve the amendment, without any quorum requirement; or (ii) the vote of owners entitled to cast 2/3 of the votes of all the Owners;

WHEREAS, at a duly noticed meeting of the Board of Directors of the Association (the "Board Meeting"), held on January 18, 2022 in the manner required by the Association's governing documents the Board of Directors voted unanimously to approve the Amendment to the Declaration attached to this Certificate as EXHIBIT A;

WHEREAS, at a duly noticed meeting of the Members of the Association (the "Membership Meeting"), held on March 15, 2022 in the manner required by the Association's governing documents, the requisite number of members voted to approve the Amendment to the Declaration attached to this Certificate as EXHIBIT A;

NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.
2. All initially capitalized terms not defined herein or in the Amendments shall have the meaning set forth in the Declaration or Bylaws.
3. With respect to the Amendments, text to be deleted is indicated by strikethrough (~~strikethrough~~) and text to be added is indicated by an underline (underline). Ellipses (. . .) indicate that the language omitted by the ellipsis shall remain unchanged.

EXHIBIT "A"

Amendments to the Master Declaration for Live Oak Preserve

1) Section 2.11 of the Declaration is amended to read as follows:

2.11 Maintenance of COMMON AREAS and other Property. The COMMUNITY ASSOCIATION shall maintain all COMMON AREAS and property owned by the COMMUNITY ASSOCIATION, and all IMPROVEMENTS thereon, in good condition at all times. If pursuant to any easement the COMMUNITY ASSOCIATION is to maintain any IMPROVEMENT within any property, then the COMMUNITY ASSOCIATION shall maintain such IMPROVEMENT in good condition at all times. The COMMUNITY ASSOCIATION shall have the right to assume the obligation to operate and/or maintain any walls or fences on or near the boundaries of the SUBJECT PROPERTY, and any pavement, landscaping, sprinkler systems, sidewalks, paths, signs, entrance features, or other IMPROVEMENTS, in or within 40 feet of any public or private road right-of-ways within or contiguous to the SUBJECT PROPERTY. In such event, where applicable the COMMUNITY ASSOCIATION shall so notify any OWNER or PARCEL ASSOCIATION otherwise responsible for such operation or maintenance, and thereafter such property shall be operated and/or maintained by the COMMUNITY ASSOCIATION and not by the OWNER or PARCEL ASSOCIATION, until the BOARD determines no longer to assume the obligation to operate and/or maintain such property and so notifies the appropriate OWNER or PARCEL ASSOCIATION in writing. To the extent the COMMUNITY ASSOCIATION assumes the obligation to operate and/or maintain any PROPERTY which is not owned by the COMMUNITY ASSOCIATION, the COMMUNITY ASSOCIATION shall have an easement and right to enter upon such PROPERTY in connection with the operation in or maintenance of same, and no such entry shall be deemed a trespass. Such assumption by the COMMUNITY ASSOCIATION of the obligation to operate and/or maintain any property which is not owned by the COMMUNITY ASSOCIATION may be evidenced by a supplement to this DECLARATION, or by a written document recorded in the public records of the county in which the SUBJECT PROPERTY is located, and may be made in connection with an agreement with any OWNER, PARCEL ASSOCIATION, DECLARANT, or any governmental authority otherwise responsible for such operation or maintenance, and pursuant to any such document the operation and/or maintenance of any property may be made a permanent obligation of the COMMUNITY ASSOCIATION. The COMMUNITY ASSOCIATION may also enter into agreements with any other PERSON, or any governmental authority, to share in the maintenance responsibility of any property if the BOARD, in its sole and absolute discretion, determines this would be in the best interest of the OWNER. Notwithstanding the foregoing, if any UNIT OWNER or any tenant or resident of any UNIT, or their guests or invitees, damages any COMMON AREA or any IMPROVEMENT thereto or any property of the COMMUNITY ASSOCIATION, the UNIT OWNER of such UNIT shall be liable to the COMMUNITY ASSOCIATION for the cost of repair or restoration and all other damages, to the extent otherwise provided by law and to the extent such damages is not covered by the COMMUNITY ASSOCIATION's insurance.

2) Section 6.22 of the Declaration is amended to read as follows:

6.22 Leases. No UNIT OWNER who takes title to a UNIT after the effective date of this Amendment shall lease the UNIT during the first year of ownership. Upon the one year anniversary of taking title to the UNIT, a UNIT OWNER may, in accordance with the terms set forth in the Association's Governing Documents and Rules and Regulations, lease the UNIT. All Leases of a UNIT must be in writing and specifically be subject to this DECLARATION, the ARTICLES and the

BYLAWS, and copies delivered to the COMMUNITY ASSOCIATION prior to occupancy by the tenant(s). No lease shall be for a period of less than 3 six (6) months, and no UNIT OWNER may lease his UNIT more than 2 times in any consecutive 12 month period, without the consent of the APPROVING PARTY. Notwithstanding the foregoing, a UNIT OWNER may from time to time permit guests to occupy his UNIT, without consideration, provided the COMMUNITY ASSOCIATION is given prior written notice of such occupancy. Such guest occupancy shall not exceed 4 times in any consecutive 12 month period, without the consent of the APPROVING PARTY.

3) Section 8.1 of the Declaration is amended to read as follows:

8.1. The APPROVING PARTY shall have the right to enter into agreement(s) with one or more companies (a "Service Provider") to install, maintain, and provide cable television, home monitoring, internet, communication, entertainment, telephone, electricity and/or other utilities, pest control, pool maintenance, trimming or tree branches and roots, tree removal, or other services to the UNITS and OWNERS within the SUBJECT PROPERTY, on such terms and conditions as the APPROVING PARTY may reasonably desire, provided however that the charges for services provided by any such Service Provider shall not be unreasonable compared to charges of other companies providing similar services in the county in which the SUBJECT PROPERTY is located. Any such agreement may grant the Service Provider appropriate easements and/or the right to use portions of the COMMON AREAS, as may be necessary or convenient in connection with the providing of such services. ~~Any Service Provider may be a subsidiary or affiliate of DECLARANT or a company having the same or similar ownership and/or control as DECLARANT.~~ Any such agreement may require each UNIT OWNER to subscribe for, at a minimum, basic services offered by the Service Provider, such as basic cable television, home monitoring, and high speed internet service, and to pay such services as a COMMON EXPENSE, either directly to the Service Provider, or the COMMUNITY ASSOCIATION, as may be provided in the agreement. Notwithstanding the foregoing, if any such services are not applicable to particular LOTS (for example pool maintenance service is not applicable to a UNIT which does not have a pool) then the cost for such services shall only be assessed to the OWNERS of LOTS for which the service applies. Any agreement may also give the UNIT OWNERS the option to subscribe to additional services in addition to the basic services for an additional fee to be determined by the Service Provider providing such services from time to time.

- 4. In the event that there is a conflict between the Amendments and the Declaration, Bylaws, or Articles, the Amendments shall control.
- 5. All provisions of the Declaration, Bylaws and Articles are hereby ratified and shall be of full force and affect, except as specifically modified and amended by the Amendment.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

Witnesses:

Tricia Shultz
Print Name: Tricia Shultz

Debra Leone
Print Name: Debra Leone

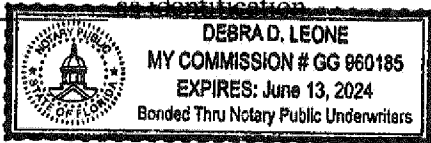
LIVE OAK PRESERVE
ASSOCIATION, INC., a Florida nonprofit
corporation

By: *[Signature]*
Michael Ceparano, President

By: *[Signature]*
James Hurley, Secretary
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

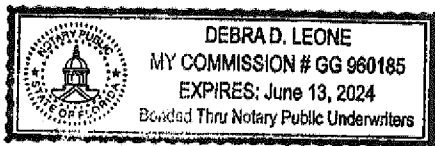
The foregoing instrument was acknowledged before me this 13 day of APRIL, 2022 by Michael Ceparano, as President, of Live Oak Preserve Association, Inc., a Florida nonprofit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Debra D Leone
NOTARY PUBLIC
Print Name: Debra D Leone
My Commission Expires: 6/13/24

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13 day of APRIL, 2022 by James Hurley, as Secretary, of the Live Oak Preserve Association, Inc., a Florida nonprofit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Debra D Leone
NOTARY PUBLIC
Print Name: Debra D Leone
My Commission Expires: 6/13/24