



INSTR # 2015127973
 BK 9577 Pgs 403-405 PG(s)3
 RECORDED 07/16/2015 08:12:57 AM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES \$27.00
 RECORDED BY gladlope

This instrument prepared by and)
 should be returned to:)

Sara K. Wilson, Esquire)
 Becker & Poliakoff, P.A.)
 111 N. Orange Avenue)
 Suite 1400)
 Orlando, Florida 32801)
 (407) 875-0955)

RE

Cross reference to the Declaration)
 recorded in Official Records Book 3871,)
 Page 2137; OR Book 4382, Page 842;)
 OR Book 4387, Page 69; OR Book 4681,)
 Page 1230; OR Book 4696, Page 1931;)
 OR Book 5428, Page 2097; OR Book 6071,)
 Page 680; OR Book 9026, Page 641; and)
 OR Book 9328, Page 1593, all of the Public)
 Records of Polk County, Florida.)

CERTIFICATE OF SEVENTH AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF MT. OLIVE SHORES NORTH

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions of Mt. Olive Shores North was recorded in the Public Records of Polk County, Florida, on July 18, 1997, at Official Records Book 3871, Page 2137 and was thereafter supplemented at Official Records Book 4382, Page 842; and thereafter amended at Official Records Book 4387, Page 69; and thereafter amended at Official Records Book 4681, Page 1230; and thereafter amended at Official Records Book 4696, Page 1931; and thereafter supplemented at Official Records Book 5428, Page 2097; and thereafter amended at Official Records Book 6071, Page 680; and thereafter amended at Official Records Book 9026, Page 641; and thereafter amended at Official Records Book 9328, Page 1593;

WHEREAS, by the written consents of the Owners constituting not less than a majority of the members of Mt. Olive Shores North Owners' Association, Inc., the aforementioned Declaration was amended pursuant to Article 17 of said Declaration;

NOW, THEREFORE, the undersigned hereby certify that the following is a true and correct copy of the amendment as amended by the membership:

Article 10, Section 10.17 of the Declaration was amended to read:

10. Use Restrictions.

* * *

10.17 Maintenance. ~~Developer or~~ Association will establish an overall program providing basic mowing of all Lots and common areas, common utilities and services, maintenance

Additions to text indicated by **bold underline**; deletions by ~~strikeout~~.

of fencing, signs, entrance landscaping, and irrigation system, drainage, **entrance gate** security, clubhouse, pool, recreational facilities and other common improvements. Each Lot owner shall be responsible for the improvements, care, and maintenance of his property and shall keep the same neat, clean, free of unsightly objects and will comply with the overall maintenance program.

Except for the mowing of turf grass, Lot Owners are responsible for maintaining all landscaping on their Lot and adjacent roadway right-of-way, including, but not limited to, trees, shrubs, and planting areas, as well as patios, driveways and any other areas not covered by turf grass. Owners shall not allow unsightly vegetation including, but not limited to, high weeds, underbrush, and dead or diseased vegetation, to remain upon any Lot. Owners are also responsible for removing vegetation hazardous to Recreational Vehicles including, but not limited to, shrub or tree branches extending over the roadway below a height of 14 feet.


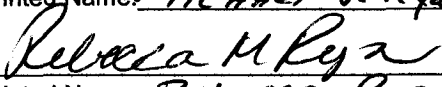
In the event an Owner of any Lot shall fail to maintain the landscaping on the Lot, within thirty (30) days' written notice of same, the Association, after approval by two thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon the Lot to maintain or repair the landscaping thereon. The Association shall merely have the right, but not the duty, to enter upon the Lot to maintain or repair the landscaping, and shall not be liable to any Owner or any other entity due to the exercise or non-exercise of such right.

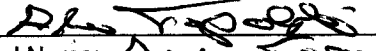
In the event the Association exercises its right to enter upon the Lot to maintain or repair the landscaping, the Association may charge an administrative fee up to 25% over the actual costs to clean the property. Any costs incurred or fee charged by the Association for maintaining or repairing the landscaping shall be deemed a special assessment pursuant to section 14.7(b) of this Declaration, shall be added to and become part of the assessments to which the Lot is subject, and along with any related interest, penalties, and costs of collection shall constitute a charge and continuing lien on the Lot in accordance with Declaration section 14.1(b).

Executed at Polk City (city), Polk County, Florida, on this the 25th day of June, 2015.

Signed, sealed and delivered in the presence of:

MT. OLIVE SHORES NORTH OWNERS' ASSOCIATION, INC.


Printed Name: Michael J. Ryan

Printed Name: Rebecca Ryan

By: 
Printed Name: DEBORAH S. [unclear]
Title: ~~President~~ SECRETARY
Address: 438 MEADOWCREEK WAY
POLK CITY, FL 33868
(CORPORATE SEAL)

ATTEST:

Additions to text indicated by **bold underline**; deletions by ~~strikeout~~.

Peter McMullen
Printed Name: Peter McMullen

John J. Henning
Printed Name: JOHN J. HENNING

By: [Signature]
Printed Name: William F. Kuhr
Title: Secretary PRESIDENT
Address: 1243 MOTOR COACH DR
POOK CITY FL 32868

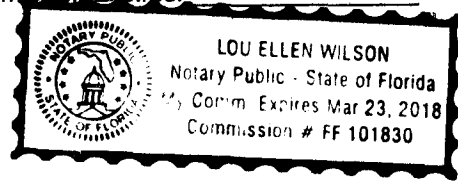
STATE OF FLORIDA
COUNTY OF POOK

The foregoing instrument was acknowledged before me this 25th day of JUNE, 2015, by William (Bill) Kuhr and Alvin Tapowski, as President and Secretary, respectively, of MT. OLIVE SHORES NORTH OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [] have produced

_____ as
identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: _____
Commission No.: _____
Commission Expires: _____



Additions to text indicated by **bold underline**; deletions by **~~strikeout~~**.