

Prepared by and return to:
James R. De Furio, Esquire
James R. De Furio, P.A.
P.O. Box 172717
Tampa, FL 33672-0717

THIS IS NOT A
CERTIFIED COPY

**AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF THE TOWERS OF
CHANNELSIDE A CONDOMINIUM**

THIS AMENDMENT is made as of the 11th day July, 2008,
by, **THE TOWERS OF CHANNELSIDE, LLC**, a Florida Limited Liability Company
(hereinafter referred to as "Developer") to the **Declaration of Condominium of The Towers of
Channelside, a Condominium**, recorded at **Official Records Book 17865, Page 1491**, et seq,
and as may have been amended from time to time, of the Public Records of Hillsborough
County, Florida, (hereinafter, "the Declaration"):

Recitals

WHEREAS, pursuant to Section 6.2 (a) of the Declaration, the Developer has the power to
unilaterally amend the Declaration until such time as fifty one percent (51%) of all of the Units
have been conveyed to third parties not related to or affiliated with the Developer, and

WHEREAS, the said fifty one percent (51%) threshold has not yet been met at the time of this
amendment; and,

WHEREAS, the Developer wants to amend Section 16.9 of the Declaration, and

WHEREAS, this amendment is deemed to be necessary by the Developer,

THEREFORE, the Developer hereby amends Section 16.9 of the Declaration as follows:

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by "..."

Section 16: Occupancy and Use Restrictions

In order to provide for congenial occupancy of the Condominium Property and for the
protection of the values of the Units, the use of the Condominium Property shall be restricted and
shall be in accordance with the following provisions, in addition to the Rules and Regulations:

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... 16.9 **Pets.** A Unit Owner or tenant occupying the Unit in conformity with this Declaration may maintain in his or her Unit aquarium fish and orderly small domesticated pets (i.e., ~~pets that generally weight less than forty (40) pounds,~~ which shall be limited to three (3) pets, whether a combination of a dog, cat and/or caged bird(s), or three (3) of any one (1) of these pets), provided that any pets permitted shall only be allowed to remain in the Unit and on the Condominium Property if such pet is (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on terraces and any swimming pool area, (iii) not kept or maintained for commercial purposes or breeding, and (iv) generally, not a nuisance or disturbance to residents of other Units. The following provisions shall also govern any pets on the Condominium Property:

(a) All pets must be on a leash not more than six (6) feet long or carried when outside of the Unit.

(b) Unit Owners and tenants shall pick up all solid wastes from their pets and dispose of same appropriately.

(c) Each Unit Owner and tenant shall be responsible for all damage cause by his/her pet

(d) The maintenance, keeping, boarding and/or raising of pot belly pigs, reptiles, rodents (i.e., mice, gerbils, hamsters) and any other animals, livestock, or poultry of any kind, regardless of number, is expressly prohibited.

(e) Pets may not play or exercise in the corridors, stairwells, roof, or other portion of the Condominium Property other than the Unit Owner's Unit.

(f) Each Unit Owner and tenant agrees to underwrite the cost of necessary exterminator measures in the Owner's Unit or others if Unit Owner's or tenant's pet it responsible for infestation of the building or portions thereof.

(g) Each Unit Owner and tenant agrees to restrain its pet in an appropriate manner should it be requested either for cause or the result of a justifiable request from the Association.

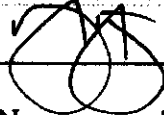
Any Unit Owner or tenant who keeps or maintains a pet within the Condominium Property shall indemnify and hold harmless all other Unit Owners, the Developer and the Association, together with their respective directors, officers, agents, employees, managers, contractors, attorneys, family members, tenants, guests and invitees from and against any loss, claim or liability of any kind or character whatsoever, whether to property or person, arising by reason of keeping or maintaining such pet within the Condominium Property. The Association, and/or any applicable governing entity may require registration of all pets. Without limiting the generality of the other provisions of this Declaration, a violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable Rules and Regulations) and/or to require any pet to be permanently removed from the Condominium Property. The Board shall promulgate rules concerning pets, which may, but shall not necessarily, include restrictions on size, weight, type, and number. ...

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IN WITNESS WHEREOF, the DEVELOPER has caused this Amendment to be duly executed the day and year first above written.

Signed, sealed and delivered
In the presence of

DEVELOPER:




Print Name: BRAD HITE

THE TOWERS OF CHANNELSIDE, LLC, a
Florida limited liability company



Print Name: WILLIAM STIVALI

By:


Richard Sacchi
Title: Managing Member
Address: 204 E. Terrace Drive, Plant City, FL
33563

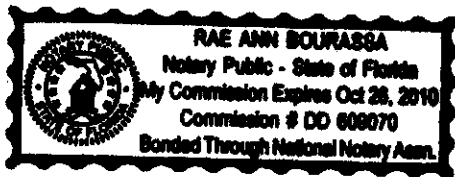
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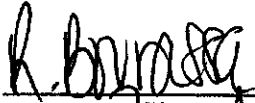
STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11th day of July, 2008, by Richard Sacchi, as Managing Member of THE TOWERS OF CHANNELSIDE, LLC, a Florida limited liability company on behalf of the Florida limited liability company. He is personally known to me or has provided _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)





(Signature)
Name: Rae Ann Bourassa
(Legibly Printed)
Notary Public, State of Florida

(Commission Number, if any)