

**AMENDMENTS**  
**TO THE REVISED AND RESTATED**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**OF THE COVE POINTE HOMEOWNERS ASSOCIATION, INC.**

1. Article IV, UNIFORM PROTECTIVE COVENANTS, paragraph 1.0, Land Use and Type of Buildings, of the Revised and Restated Declaration of Covenants and Restrictions of the Cove Pointe Homeowners Association, Inc. is hereby amended to read as follows:

1.0 Land Use and Type of Buildings.

(a) None of the property shall be used, partially or totally, as a trade, business, profession, commercial activity or for rental or leasing.

(b) No building shall be erected, altered, placed or permitted to remain on any lot platted for single-family use other than one (1) detached single-family dwelling.

(c) No dwelling shall have a carport.

2. Article VIII, USE RESRICTIONS, paragraph 1.05, Trade or Business, of the Revised and Restricted Declaration of Covenants and Restrictions of the Cove Pointe Homeowners Association, Inc., as amended, is hereby amended to read as follows:

1.05 Trade or Business

(a) No trade, business, profession, commercial activity or any other nonresidential use shall be conducted upon any portion of the subject property or lot or within a dwelling.

(b) No activities open to the public including, but not limited to, garage sales, estate sales, auctions or other similar activities shall be conducted upon any portion of the subject property or lot or within any dwelling.

(c) The foregoing shall not prohibit any owner from selling his dwelling for residential purposes only, except if such sale is conducted by means of an auction type event.

3. Article VIII, USE RESTRICTIONS, paragraph 1.07, Sales and Leases, of the Revised and Restated Declaration of Covenants and Restrictions of the Cove Pointe Homeowners Association, Inc. is hereby amended to read as follows:

**1.07 Leases**

(a) Except as provided hereafter, and upon the adoption of this amendment and its filing in the Public Records of Sarasota County, Florida, the leasing of any lot and/or dwelling in Cove Pointe shall be strictly prohibited.

(b) Any lease in existence upon the adoption of this amendment and its filing in the Public Records of Sarasota County, Florida, may be renewed by the current owner and tenant for additional terms upon the expiration of any existing lease agreement or any renewal thereof

1) If any existing lease or renewal thereof is not renewed prior to its expiration date, the tenant shall have a period of six (6) months from the expiration date of the lease agreement in which to vacate or purchase the dwelling being leased. Any such arrangement shall be solely the responsibility of and between the owner and the tenant.

2) Upon the expiration of any existing lease agreement between the owner and the existing tenant and any renewal thereof, the owner shall

be prohibited from any further leasing of the lot and/or dwelling, which is subject to the expiring existing lease or expiring renewed lease.

3) If title to the lot and/or dwelling being leased under any existing lease or renewal thereof is transferred by any method including, but not limited to, private sale, foreclosure, tax sale, gift or inheritance, the existing lease or renewal thereof is prohibited from being subject to, a part of or assigned with any such transfer of title and shall be automatically invalidated and considered expired by the association.

4) Further, the assignment of any existing lease or renewal thereof, joint and co-tenancies and sub-leasing, with or without consideration, are prohibited.

(c) All leases, which shall include any renewed lease, must be in writing and subject to this declaration, the articles and the bylaws. A true and correct executed copy of the lease agreement or renewal thereof shall be delivered to the association no later than fourteen (14) days prior to the commencement of the lease. No Lease or renewal thereof shall be for a term of less than six (6) months.