

THIS INSTRUMENT PREPARED BY

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KAREN E. RUSHING

CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
RGAINES Receipt#081994

CERTIFICATE OF AMENDMENT

TO THE

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

COVE POINTE

COVE POINTE HOMEOWNERS ASSOCIATION, INC., its address being Jacaranda Boulevard, Venice, Florida, Sarasota County, by the hands of the undersigned hereby certify that:

The Declaration of Covenants and Restrictions of COVE POINTE is recorded in O.R. Book 2173, page 285, et seq., of the Public Records of Sarasota County, Florida, and as amended. The following amendments to the Declaration of Covenants and Restrictions were submitted to the entire membership of the Association at its meeting called and held on the 9th day of February, 1999, and approved by affirmative of not less than 2/3rds of all lot owners in COVE POINTE as required by the Declaration of Covenants and Restrictions.

1. Article VIII, Use Restrictions, paragraph 1.05, Trade or Business, is hereby amended to read as follows:

1.05 Trade or Business. No trade, business, profession, commercial activity, or any other non-residential use, shall be conducted upon any portion of the SUBJECT PROPERTY or LOT or within a DWELLING. 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 a DWELLING. The foregoing shall not prohibit any OWNER from leasing or selling his DWELLING for residential purposes only, except if such sale or lease is conducted by means of an auction type event.

2. Article VIII, Use Restrictions, paragraph 1.11, Commercial Trucks, Vehicles, Trailers, Recreational Vehicles and Boats, is hereby amended to read as follows:

1.11 Commercial Trucks, Vehicles, Trailers, Recreational Vehicles and Boats. No truck, including pick-up trucks, commercial vehicle, motorcycle, wave jumper/runners, boat, house trailer, or trailer of any kind, nor any recreational vehicle may be parked on a LOT overnight unless kept within an enclosed garage. The prohibition against trucks and commercial vehicles, etc., shall not apply to temporary parking for pick-up and delivery and other temporary commercial services. In particular, and without limitation, no vehicle shall be parked outside of a DWELLING overnight if commercial lettering or a sign or signs are painted or affixed to the vehicle, or if commercial equipment is placed on the vehicle. Notwithstanding the

foregoing, automobiles owned by governmental law enforcement agencies are expressly permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to, the SUBJECT PROPERTY. All vehicles parked on the SUBJECT PROPERTY must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the SUBJECT PROPERTY for more than 24 hours, and no major repair of any vehicle shall be made on the SUBJECT PROPERTY, and parking shall only be permitted upon driveways or within garages ~~or on paved roads~~. Parking on paved roads is permitted for short-term guests only. No lot occupant shall park his vehicle on the paved roads within Cove Pointe. No parking shall be permitted on grass areas. Motorcycles are not permitted except with the prior written consent of the ASSOCIATION which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the SUBJECT PROPERTY.

3. Article VIII, Use Restrictions, paragraph 1.20,

Signs, is hereby amended to read as follows:

1.20 Signs. No sign shall be placed upon any LOT or DWELLING for any reason, except a small FOR SALE sign measuring no larger than 15 inches by 10 inches may be placed upon the garage door of any DWELLING. No FOR RENT sign may be displayed upon any LOT. No lot owner or occupant may place signs on the Common Areas, or on the Common Areas designated as easement.

4. Article VIII, Use Restrictions, by adding paragraph

1.25, Garage Doors, is hereby amended to read as follows:

1.25 Garage Doors. Garage doors shall remain closed at all times, except they may be open as necessary to permit ingress and egress to the garages or for limited time periods as deemed necessary by the occupant.

5. Article XVII, Amendment of Declaration, by adding paragraph 4.0, Amendments, is hereby amended to read as follows:

4.0 Amendments.

4.01 Amendments. Except as otherwise specifically provided herein, this Declaration may be amended only in the manner hereinafter set forth.

4.02 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

4.03 Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by at least ten percent (10%) of the members of the Association.

4.04 Adoption of Amendment. Members not present in person at the members' meetings considering the amendment may express their approval in writing, by proxy, providing such proxy is delivered to the

Secretary at or prior to the members' meeting. Such approval must be by not less than 66 2/3rds% of the votes of the entire membership of the Association.

4.05 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by officers of the Association with all the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, said Association has caused this Certificate to be signed in its name by its President, this 22^d day of February, 1999.

ATTEST:

COVE POINTE HOMEOWNERS ASSOCIATION, INC.

By: William C. Jaack
Secretary

By: Derald C. Katterman
President

WITNESSES:

Barbara C. Ride
D. S. Lindahl

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day before me, a Notary Public in and for the State of Florida at large, personally appeared Derald C. Katterman, as President and William C. Jaack, as Secretary, of COVE POINTE HOMEOWNERS ASSOCIATION, INC., and they acknowledged before me that they are such officers of said corporation; and they executed the foregoing Certificate of Amendment to the Declaration of Covenants and Restrictions on behalf of said corporation, and affixed thereto the corporate seal of said corporation; that they are authorized to execute said Certificate of Amendment to the Declaration of Covenants and Restrictions and that the execution thereof is the free act and deed of said corporation. They are personally known to me or have produced their driver's licenses as identification and did not take an oath.

WITNESS my hand and official seal at Venice, Sarasota County, Florida this 22nd day of February, 1999

David S. Lindahl
Printed Name of Notary:
D. S. Lindahl
Notary Public
Commission # CC698637

My Commission Expires: 11/24/2001

