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MARYANNE MORSE  
CLERK OF DISTRICT COURT

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SEMINOLE COUNTY, FL  
RECORDED & VERIFIED

2000 FEB 23 AM 11:36

**THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:**

Michael W. McNatt, Esq.  
**FOLEY & LARDNER**  
111 North Orange Avenue, Suite 1800  
Post Office Box 2193  
Orlando, FL 32802-2193  
(407) 423-7656

SEMINOLE CO. FL

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For Recording Purposes Only

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE COVE**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR THE COVE** (this "Amendment") is entered  
into this 11<sup>th</sup> day of February, 2000, by **REMARK DEVELOPMENT, INC.**, a Florida  
corporation ("Developer") and **THE RYLAND GROUP, INC.**, a Maryland corporation  
("Ryland").

**WITNESSETH:**

**WHEREAS**, Developer and Ryland have heretofore executed that certain Declaration  
of Covenants, Conditions and Restrictions for The Cove dated September 22, 1999 and  
recorded on October 21, 1999 in Official Records Book 3743, Page 1779 of the Public Records  
of Seminole County, Florida (the "Declaration"); and

**WHEREAS**, pursuant to Section 4 of Article XVII of the Declaration, the Declaration  
may be amended by an instrument signed by the Owners of 66 2/3% or more of the Lots  
located with the Plat of The Cove as recorded in Plat Book 56, Page 40 of the Public Records  
of Seminole County, Florida (the "Plat"); and

**WHEREAS**, the Developer and Ryland own 100% of the Lots within the Plat and  
constitute all of the Owners and are therefore entitled to amend the Declaration; and

**WHEREAS**, the Developer and Ryland desire to make certain amendments to the  
Declaration which do not pertain to the maintenance of the Common Area or the Surface Water  
or Stormwater Management System, and therefore do not require the consent of the Seminole  
County or St. Johns Water Management District, respectively.

**NOW, THEREFORE**, in consideration of the premises and pursuant to the provisions  
of Section 4 of Article XVII of the Declaration, the Developer and Ryland hereby find that the

above recitals are true and correct and are incorporated herein by reference and amend the Declaration as follows:

1. Article V of the Declaration is hereby amended by the addition of a new Section 12 to read as follows:

"Section 12. Additional Exempt Property. Notwithstanding the provisions of Section 11 of Article V hereof or any other provision contained herein to the contrary, Lot 122 of the Plat shall be exempt from the assessments, charges and liens created herein so long as ALL of the following continue to occur:

- a. Said Lot 122 is owned in fee simple and occupied by either Donald T. Reagan or Bettye J. Reagan, husband and wife, whose address is 3210 Lake Mary Road, Sanford, Florida 32772; and
- b. No improvements are constructed on said Lot 122 EXCEPT fencing, landscaping and a driveway, all of which shall be subject to the architectural control and approval pursuant to the terms, conditions and procedures set forth in this Declaration.

So long as said Lot 122 is exempt from assessments as set forth above, the owners of said Lot 122 shall have NO voting rights under the Declaration or the Association with respect to said Lot 122 which the Owner of any Lot would otherwise possess.

Said Lot 122 shall remain subject to all other conditions, restrictions, covenants, easements and other matters as set forth in this Declaration. Should any of the foregoing requirements cease to occur, then said Lot 122 shall no longer be exempt from assessments, the provisions of this Section 12 shall become null and void and be of no further force and effect and, notwithstanding any provision contained herein to the contrary, the Developer shall execute and record a notice that said Lot 122 is no longer exempt from assessments which notice shall be conclusive as to such fact.

2. Section 2 of Article XIII of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

**Section 2. Fences.** Fences will be no more than six (6) feet in height and board-on-board style. Any homesite adjacent to the lakes within the community will be permitted to erect a fence no more than three (3) feet in height, so that the view of the water is not blocked from any other homeowner. Fences may be erected in the rear yard only from that point no farther than twenty (20) feet forward from the rear dwelling line of the home to the rear property line of the homesite, unless otherwise permitted by the ARB. For homes with three (3) car garages, the rear outer corner of such garage shall not be deemed the rear dwelling line of the home for such purposes. No fence is to be

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installed in the side yard of the home except as set forth herein or within the limits of the Conservation Easement. No fence may be painted, but shall be preserved with a solid body white wood stain.

All capitalized words and phrases used herein shall be as defined in the Declaration unless otherwise indicated. Except as expressly set forth herein, the Declaration remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

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SEMIHOLE CO., FL

**DEVELOPER:**

**REMARK DEVELOPMENT, INC.,**  
a Florida corporation

By: Stuart Kramer  
**STUART KRAMER,**  
President

(CORPORATE SEAL)

**Address:**

3100 Clay Avenue, Suite 275  
Orlando, Florida 32804

**RYLAND:**

**THE RYLAND GROUP, INC.,** a Maryland corporation

By: Larry Nicholson  
**LARRY NICHOLSON,**  
Operational Vice President

(CORPORATE SEAL)

**Address:**

605 East Robinson Street, Suite 750  
Orlando, Florida 32801

Signed, sealed and delivered  
in the presence of:

Dwayne R. Heimer  
Print Name: Dwayne R. Heimer

Evelyn I. Levy  
Print Name: EVELYN I. LEVY

Signed, sealed and delivered  
in the presence of:

Larry J. Mady  
Print Name: LARRY J. Mady

Larry Dowling  
Print Name: Larry Dowling

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing Declaration was acknowledged before me this 14<sup>th</sup> day of February, 2000, by Stuart Kramer as the President of **REMARK DEVELOPMENT, INC.**, a Florida corporation, on behalf of the corporation, and [] he is personally known to me or [ ] produced \_\_\_\_\_ as identification.

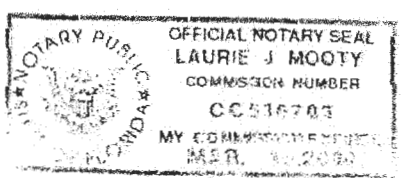
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SEMINOLE CO., FL



*Evelyn I. Levy*  
NOTARY PUBLIC  
Print Name: EVELYN I. LEVY  
My Commission Expires: SEP 20 2003  
Commission #: CC872090

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of February, 2000, by Larry Nicholson, as Operational Vice President of **THE RYLAND GROUP, INC.**, a Maryland corporation, on behalf of the corporation, and [] he is personally known to me or [ ] produced \_\_\_\_\_ as identification.



*Laurie J. Mooty*  
NOTARY PUBLIC  
Print Name: Laurie J. Mooty  
My Commission Expires: 3/15/00  
Commission #: CC536703

JOINDER, CONSENT AND SUBORDINATION

The undersigned hereby certifies that COLONIAL BANK is the holder of a mortgage, lien or other encumbrance upon the property described in the Declaration and that the undersigned hereby joins in and consents to the foregoing First Amendment to the Declaration of Covenants, Conditions and Restrictions for The Cove and agrees that its Real Estate Mortgage, Assignment of Rents, and Security Agreement bearing the date of March 16, 1999, and recorded on March 18, 1999 in Official Records Book 3612, Page 0458, Public Records of Seminole County, Florida, shall be subordinate to the foregoing instrument.

SEMINOLE CO., FL

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IN WITNESS WHEREOF, the undersigned has caused this Joinder, Consent and Subordination to be executed in its name by its proper officer thereunto duly authorized as of the 11<sup>th</sup> day of February, 2000.

Signed, sealed and delivered  
in the presence of:

COLONIAL BANK

Ruth M. Stinson  
Print Name: ROUTH M. STINSON  
Michelle L. Fuller  
Print Name: MICHELLE L. FULLER

By: H. E. Davis  
Name: H. E. DAVIS  
Title: President

STATE OF FLORIDA )  
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of February, 2000, by H. E. DAVIS, as the President of COLONIAL BANK, on behalf of the corporation, and [] he is personally known to me or [] produced \_\_\_\_\_ as identification.

Janyce M. Fortier  
Signature of Notary Public - State of Florida

JANYCE M. FORTIER  
Print, Type, or Stamp  
Commissioned Name of Notary Public

