

This Instrument Prepared by and Return to:
Michael A. Ungerbuehler, Esquire
Law Offices of John L. Di Masi, P.A.
801 N. Orange Avenue, Suite 500
Orlando, Florida 32801
370-001

MARYANNE MORSE, CLERK OF CIRCUIT COURT
SEMINOLE COUNTY
BK 06933 Pgs 1807 - 1809; (3pgs)
CLERK'S # 2008020423
RECORDED 02/21/2008 02:25:44 PM
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**THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE COVE**

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COVE ("Amendment") is made and entered into this 11 day of NOV, 2007, by The Cove Homeowners Association of Seminole County, Inc., a Florida Not Profit Corporation ("Association").

WITNESSETH

WHEREAS, the Association is a Florida Not For Profit Corporation operating and existing under the laws of the State of Florida; and

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for The Cove ("Declaration") was recorded on October 21, 1999, in Official Records Book 3743, Page 1779, et. seq., Public Records of Seminole County, Florida; and

WHEREAS, the Declaration was amended by the Developer pursuant to that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for the Cove, recorded in Official Records Book 3805, Page 1147, et. seq., Public Records of Seminole County, Florida; and that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for the Cove, recorded in Official Records Book 3963, Page 1541, et. seq., Public Records of Seminole County, Florida; and

WHEREAS, transfer of control of the Association has been turned over from the Developer to Owners of the Association; and

WHEREAS, pursuant to Article XVII, Section 4 of the Declaration, the Declaration may be amended by the membership pursuant to an affirmative vote of the majority of the Board of Directors and at least Sixty-Six and Two-Thirds Percent ($66\frac{2}{3}\%$) of the Members; and

WHEREAS, a majority of the existing Board of Directors for the Association and at least Sixty-Six and Two-Thirds Percent ($66\frac{2}{3}\%$) of the votes in the Association favor amending the Declaration in accordance with the terms and conditions stated herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

Amended all in.

2. **Applicability.** The terms, covenants, conditions and requirements of this Amendment shall be retroactively applied to the date of the Declaration.

3. **Amendment.** The Association hereby amends Article XIII, Section 2 as follows (additions are indicated by underlining; deletions are indicated by ~~strikeouts~~):

Section 2. Fences. Fences ~~will be no more than~~ shall not exceed six (6) feet in height and shall only be constructed from white-stained wood or white-colored PVC/vinyl material, and in a board-on-board style. ~~No fence shall be painted, regardless of color; however any fence constructed of wooden material shall be preserved with a solid body white wood stain.~~ Any homesite adjacent to the lakes within the community will be permitted to erect a fence ~~no more than that does not exceed~~ 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 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.~~

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner

IN WITNESS WHEREOF, a majority of the existing Board of Directors for the Association and at least Sixty-Six and Two-Thirds Percent ($66\frac{2}{3}\%$) of the total votes of the Members at the time of execution of this Amendment, have agreed to and adopted this Amendment, which said Amendment shall be effective upon recording in the Public Records of Seminole County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this 11 day of NOV, 2007.

WITNESSES

THE COVE HOMEOWNERS
ASSOCIATION OF SEMINOLE
COUNTY, INC.


Neesha Singh
Print Name: Neesha Singh

Michael Hosen
Print Name: Michael Hosen
As Its President

Felicia E. Richardson
Print Name: Felicia E. Richardson

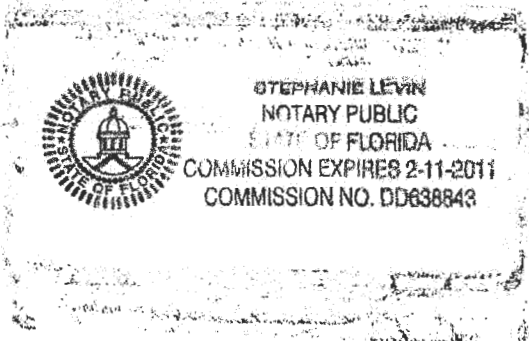
Director Acknowledgment

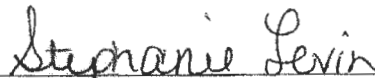
The aforementioned President hereby acknowledges and certifies that, pursuant to an Association meeting duly noticed and held for the purpose of considering this Amendment and the contents contained herein, a majority of the total votes outstanding then entitled to vote at a meeting of the Association, have voted to approve this Amendment.


Print Name: Michael Hosein
As Its President

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

SWORN TO AND SUBSCRIBED before me this 1st day of February, 2008,
by Michael Hosein, as President of The Cove Homeowners Association of Seminole
County, Inc., who has produced FDL as identification, and who
did take an oath.




Notary Public
My Commission Expires: 2-1-2008