

This instrument prepared by:
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Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205



**CERTIFICATE OF AMENDMENT TO
THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RESERVE
AT CROSSING CREEK VILLAGE PHASE TWO**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Reserve at Crossing Creek Village Phase Two (the "Declaration") was recorded in Official Record Book 2477, Pages 6624 et seq., in the Public Records of Manatee County, Florida, and

WHEREAS, the owners, as members of the Reserve at Crossing Creek Village Phase Two Property Owners' Association, Inc. (the "Association"), have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend the Declaration as set forth below:

(Words in ~~strike through~~ type are deletions from existing text; underlined words are additions.)

1. Section 9.2 of the Declaration is amended as follows:

9.2 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected within the Neighborhood without the written consent of the Board of Directors or in accordance with the Rules and Regulations, except in connection with the sale or resale of Parcels by the Developer, Builders or as may be required by legal proceedings. Signs which are permitted within the Neighborhood may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors, the Developer and Builders shall have the right to erect signs as they, in their discretion, deem appropriate, except that no Builder may erect a sign without the prior written approval of the Developer. Under no circumstances shall signs, flags, banners or similar items advertising or providing directional information with respect to activities being conducted outside the Neighborhood be permitted within the Neighborhood without the express written consent of the Board of Directors or unless they are installed by the Developer. No sign shall be nailed or otherwise attached to trees.

(a) The Board of Directors may delegate sign review and approval authority to the Architectural Review Committee, and authorize the Architectural Review Committee to provide written consent on behalf of the Association, provided such requests comply with the Declaration and any standards, rules, and regulations promulgated by the Board. Notwithstanding the foregoing, owners shall be permitted to maintain one (1) permanent home security/alarm sign provided by the security contractor or service provider, in a landscape bed on the owner's Parcel, provided the sign is no larger than 14" x 14".

2. Section 9.6 of the Declaration is amended as follows:

9.6 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Parcel, except that a reasonable number of dogs, cats and other usual and non-exotic household pets may be kept ~~(except for pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior)~~, provided they are not kept, bred or maintained for any commercial purposes. All animals shall be contained on the Owner's Parcel and shall not be permitted to run freely. When outside the Owner's Unit (if it does not have a fence or "invisible fence"), all pets must be carried or secured with a hand held leash. Animals and animal owners must comply with all Manatee County Code of Ordinances, including Chapter 2-4 pertaining to animals, as it may be amended from time to time, and specifically those related to "Vicious Animals and Dangerous Dogs". Animal waste (fecal matter) must be removed/cleaned immediately. Animals that violate this provision or the provisions of Manatee County Code of Ordinances shall be deemed a nuisance and must be removed from the community upon written notice from the Board.

3. Section 9.7 of the Declaration is amended as follows:

9.7(A) Vans, pick-up trucks and sport utility vehicles shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods then it shall be considered to be a truck. Law enforcement vehicles may be parked on driveways and in parking spaces if the driver is a law enforcement officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: inoperable automobiles, golf carts, commercial vehicles, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed and tractors shall be kept within an enclosed garage. ~~Overnight parking in the roadway or other Common Areas by any type of vehicle is prohibited. Owners, tenants, occupants, and guests must comply with all provisions of the Manatee County Code of Ordinances, including Chapter 2-9 related to vehicles, as it is amended from time to time, on all public streets in the community. Parking on the lawn is prohibited. A parked vehicle's wheels must not rest on any portion of the lawn or landscaping beds.~~ Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use.

4. Section 12.4 of the Declaration is amended as follows:

12.4 Leasing. Only entire Units may be leased. The minimum leasing period is ninety (90) days and no Unit may be leased more than two (2) times in any one (1) calendar year. For purposes of this restriction, the first day of occupancy under the

lease shall conclusively determine in which year the lease occurs. No Owner shall be permitted to lease/rent their property until the Owner has owned the property for at least twelve (12) months. Only ten percent (10%) of the total number of homes in the community shall be rented/leased at any given time, and the Board shall have the authority to adopt rules and regulations related to tracking of leases and enforcement of this provision. No Unit may be used on a "time share" basis. All leases must and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Governing Documents and shall be deemed to provide that a violation thereof is grounds for damages, termination and eviction and that the tenant and the Owner agree that the Association may proceed against either the Owner or the tenant and that the Owner or the tenant shall be responsible for the Association's costs and expenses, including attorney's fees and costs, secured by a lien against the Parcel.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Association hereby certifies that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the community. The undersigned further certifies that these amendments were adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 9 day of May, 2017.

**RESERVE AT CROSSING CREEK VILLAGE
PHASE TWO PROPERTY OWNERS'
ASSOCIATION, INC.**

Witnesses

Signed: [Signature]
Print Name: Sungmin Cho

Signed: Maria Marshall
Print Name: MARIA MARSHALL

Signed by: [Signature]
Print Name and Title: Manfred Jordan
President HOA

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 9 day of May, 2017, by Manfred Jordan, as President of the Reserve at Crossing Creek Village Phase Two Property Owners' Association, Inc. He She is personally known to me or has produced FL DL as identification.

Notary Public, State of Florida
Print Name: Cathy McMullen
Date: _____
My Commission Expires _____
CATHY MCMULLEN
MY COMMISSION # FF 912343
EXPIRES: August 24, 2019
Bonded thru Budget Notary Services