CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS FOR MARSH LANDING

WE HEREBY CERTIFY THAT, the amendment to the Declaration of Covenants, Conditions & Restrictions set out herein and made a part hereof (said Declaration of Covenants, Conditions & Restrictions being recorded in Official Records Book 2725, at Page 664, et. als., of the Public Records of Lee County, Florida) passed in accordance with the necessary affirmative votes to pass the amendments as required by the Declaration of Covenants, Conditions & Restrictions for Marsh Landing; and that as a result of the foregoing, and proper notice have been given, said amendments have been duly adopted.

(Note: Underlined language is added and crossed through language is deleted).

Article XI, Section 6, shall be amended to read as follows:

Section 6. <u>Unlicensed Motor Vehicles.</u> No unlicensed motor vehicles shall be allowed on the Properties. No motorbikes, motorcycles, motor scooters, or other vehicles of that type shall be permitted on the properties, if they are a nuisance by reason of noise or manner of use in the sole judgment of the Board. <u>Abandoned or inoperable vehicles or oversized vehicles of any kind shall not be stored or parked on any portion of the property. "Abandoned" and/or "inoperable vehicles" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked or operable vehicles registered with the Association and parked in driveways by their owners. A written notice requesting the "abandoned and inoperable vehicle" and requesting removal thereof may be personally served upon the owner or posted on the unused vehicle; and if said vehicle has not been removed within seventy-two (72) hours thereafter, the Association shall have the right to remove same without liability to it and the expense thereof shall be charged against the owner. "Oversized" vehicles, for the purposes of this Section shall be considered vehicles which are too high to clear the entrance of a standard residential garage.</u>

No commercial vehicles or campers, mobile homes, motor homes, motorcycles, house trailers or trailer of every other description, recreational vehicles, boats, boats with trailers, house trailers or vans shall be permitted to be parked or stored on any property without the express written consent and approval by the Association, in its sole and unbridled discretion. For the purpose of this Section "commercial vehicles" shall mean those of which are not designed and used for customary personal/family purposes. The absence of commercial type letters or graphics on a vehicle shall not be dispositive as to whether or not it is a commercial vehicle. Passenger vans and other vehicles situated on a truck chassis such as Suburbans, Explorers and Jeeps shall be considered noncommercial unless used as a commercial vehicle. The prohibitions of parking contained above in this Section shall not apply to temporary parking of a commercial vehicle, such as, construction use or providing pick-up and delivery and other commercial services. No parking on areas other than payement shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations promulgated by the Board, may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or theft, nor guilty of any criminal act, by reason of such towing; and, once the notice is posted, neither its removal nor failure of the owner to receive it for any reasons, shall be grounds for relief of any kind.

Article XI, Section 10, shall be added and shall read as follows:

Section 10. Use. All units located within the development as described on attached Exhibit "A" shall be used, improved and devoted exclusively to single family residential use; provided, however, nothing shall be deemed to prevent the owner from leasing a unit to a single family for a minimum rental period of six months subject to all the provisions of this Declaration. Single family means one person or group of two or more natural persons, each of whom is related to each of the others by blood, marriage, or adoption (exclusive of household employees); or not more than two persons not so related, who reside together as a single non-profit household. These use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining his person professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his dwelling. Such uses are expressly declared customarily incident to the principal residential use. No other commercial or business uses are permitted whatsoever.

MARSH LANDING COMMUNITY ASSOCIATION, INC.

By 5.6 2 112.12-		2/2-
	es McMillin,	, President
Print Nai	ne <u>J. Wes Mcl</u>	Millin
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STATE OF FLORIDA

COUNTY OF LEE

	acknowledged before me this 22° day of
Dicember, 1996, by	J. Wes McMillin , President of Marsh Landing profit Florida corporation, on behalf of the corporation. He
Community Association, Inc., a non-p	profit Florida corporation, on behalf of the corporation. He
is personally known to me or has prod	lucedas
identification and did not take an oath	
(Notary Seal)	
	Notary Public, State of Florida
	Print Name f
Γ	OFFICIAL NOTARY SEAL.
Commission No.	PETER J GRAVINA KOTARY PUBLIC STATE OF FLORIDA
	COMMISSION NO. CC405741
Ļ	MY COMMISSION EXI'. NOV. 1,1998
	CONSENT OF CLASS "C" MEMBER
ANI	D LAND MORTGAGEE
Minnesota corporation (Developer) ar	d Land Mortgagee, being Rottlund Homes of Florida, Inc., and Kraus-Anderson, Incorporated, a Minnesota corporation assent to the above referenced amendments specifically as it 0.
	CLASS "C" MEMBER:
	Rottlund Homes of Florida, a Minnesota
	Corporation
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goten 3 Charles	By ALL MILL J. Wes McMillin, Vice President
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IJULIE A LINUS	
y -	LAND MORTGAGEE:
	Kraus-Anderson, Incorporated, a Minnesota
	Corporation
	z s position
	By
	, President

STATE OF FLORIDA

COUNTY OF LEE

Commission No.

Elorida, a Minnesota cornorat	by J. Wes McMillin, Vice President of Rottlund Homes of ion, on behalf of the corporation. He is personally known to me or
has produced	as identification and did not take an
oath.	
(Notary Seal)	Notary Public, State of Florida Print Name 12 to 5 (911 AVINGE
	Notary Public, State of Florida
	Print Name Victor & Control
Commission No.	OFFICIAL NOTARY SEAL PETER J GRAVINA NOTARY PUBLIC STATE OF FLORIDA COMMISSION NO. CC405741 MY COMMISSION EXP. NOV. 1,1995
STATE OF	_
COUNTY OF	_
The foregoing instrum	ent was acknowledged before me this day of of Kraus-nnesota corporation, on behalf of the corporation. He is personally
Anderson, Incorporated, a Mi	nnesota corporation, on behalf of the corporation. He is personally
known to me or has produced	as identification and
did not take an oath.	
(Notary Seal)	
,	Notary Public, State of Florida
	Print Name