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

THIS AMENDMENT is made this 1/2 day of 2002 by U.S. HOME CORPORATION, a Delaware Corporation authorized to do business in the State of Florida, hereinafter called the "Declarant" to the Declaration of Covenants, Conditions and Restrictions for HERITAGE COVE.

WHEREAS, the Declaration is recorded in Official Records Book 3178, Page 0965 through 1052, and as later amended in Official Records Book 3335 at Pages 4253-4257, and as later amended in Official Records Book 3440 at Pages 2570-2575, Public Records of Lee County, Florida; and

WHEREAS, pursuant to Sections 15.10 and 17.2 of this Declaration, the Declarant reserved, in his sole discretion, the right to unilaterally modify or amend the governing documents in any way and to add and submit additional Lands to Lands governed by the Declaration with and upon the Joinder and Consent to such amendment by the holder(s) of all mortgages encumbering the additional Lands so submitted to the Declaration; and

- **WHEREAS**, the Declarant is desirous of amending Section 1.11 of the Declaration of Covenants, Conditions and Restrictions and adding Sections 1.36, 1.37 and 5.30 as follows pursuant to its reserved right to amend and add Lands;
- 1.11 "Family" means one adult natural person occupying a Living Unit, that person's spouse, if any, and the unmarried children over the age of eighteen (18) years who regularly reside with them, if any.
- 1.11 "Family" or "Single Family" means one natural person; or a group of two or more natural persons living together each of whom is related to each of the others by blood, marriage, legal custody or adoption; or not more than two persons not so related, who reside together as a single housekeeping Unit.
- 1.36 "Primary Occupant" means a natural person approved for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or by a trustee or a corporation or other entity which is not a natural person.
- 1.37 "Invitee" means any person who is visiting within the community at the invitation of the owner or his/her permitted occupant.

OR BOOK 03629 PAGE 0548

5.30 "Co-Ownership and Ownership by Multiple Owners. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quite community and peace of mind for all residents, the ownership of a Lot or Unit shall be subject to the following provisions:

Forms of Ownership:

- A. A Unit or Lot may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- B. Co-Ownership. Co-ownership of Lots or Units is permitted. If the co-owners are to be other than a husband and wife couple, new owners must designate not more than three (3) natural persons as "primary occupants". The use of the Unit by other persons shall be as if the primary occupants were the only actual owners. No more than three (3) such changes in the designation of "primary occupants" may be made in any twelve (12) month period.
- C. Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families. The approval of a trust, or corporation, partnership or other entity as a Unit Owner shall be conditioned upon designation by the Owner of not more than three (3) natural persons to be the "primary occupants". The use of the Unit by other persons shall be as if the primary occupants were the only actual owners.
- D. Designation of Primary Occupants. Within 30 days after the effective date of this provision, each owner of a Unit which is owned in the forms of ownership stated in preceding subsections 5.30 (B) and (C) shall designate not more than three (3) primary occupants in writing to the Association. If any Unit Owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.

NOW, THEREFORE. the Declarant makes the above amendments to the Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, we have hereunto affixed our hands and the seal of said corporation, this 6 day of April. 2002. U.S. HOME CORPORATION, a Delaware corporation WITNESSES: Printed: STATE OF FLORIDA COUNTY OF LEE The foregoing instrument was acknowledged before me this 26 day of Division Presiden(Mile) _, 2002, by Joseph GRIMES of U.S. HOME CORPORATION, a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification and did not take an oath. (Notary Seal) Patricia L. Nelson Commission # CC 981189 Expires Dec. 26, 2004

Bonded Thru

Atlantic Bonding Co., Inc. (Print, type or stamp commissioned name of Notary

Public)

This Instrument prepared by: Christopher J. Shields, Esq. PAVESE, HAVERFIELD, DALTON, HARRISON & JENSEN, L.L.P. 1833 Hendry Street Fort Myers, Florida 33901 (941) 334-2195

Commission No: (C981189

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