

Inst. 201412007351 Date 5/15/2014 Time 2:53 PM  
DC, P DeWitt Cason, Columbia County Page 1 of 3 B 1274 P 1896

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR ROSE POINTE**

This Amendment to Declaration of Restrictions and Protective Covenants for Rose Pointe is made this 13<sup>th</sup> day of May 2014, by IHB Holdings, Inc. (Developer), and Rose Pointe Homeowners Association, Inc., a Florida not for profit corporation (the Association).

**BACKGROUND FACTS**

- a. Developer is the owner of developed land in Rose Pointe, a platted subdivision.
- b. Rose Pointe is subject to the Declaration of Restrictions and Protective Covenants, dated December 26, 2007, and recorded in Official Records Book 1142, page 467 of the Public Records of Columbia County, Florida, (the Declaration).
- c. Developer is the holder of the rights of Developer as defined in the Declaration.

NOW THEREFORE, Developer, Owners and the Association hereby amend the Declaration pursuant to Article thereof, as follows:

1. **Background Facts.** The Background Facts as set forth above are agreed to be true and correct and are incorporated herein by this reference.
2. **Amendment to name.** The name of the subdivision shall be **Cottage Grove**.
3. **Article II, Section 1, "Residence Size:"** Section of Article II titled Residence Size shall be amended and restated as follows:

Only permanent dwellings shall be permitted which contain a minimum of 1,200 square feet of heated and cooled area, exclusive of garage and porches. No mobile homes shall be placed on the property. All dwellings must have an attached two-car garage of less than nineteen (19) feet by nineteen (19) feet. All garages must be attached to the residence and entered from the front of the dwelling.

4. **Amendment to Article III, Section 3 "Residential Use"**. Article III, Section 3 shall be amended and restated as follows:

The lots shall be used for residential purposes only. The restriction for residential purposes shall not preclude a lot or a portion thereof from being used for ingress or egress to adjacent property or for private or public roadway purposes. No business or commercial building may be erected on any lot and no business may be conducted thereon. No billboards or advertising signs shall be erected on any lot, except such signs as may be reasonably required for sale purposes, provided such 'for sale' signs are typical signs used in the marketing of residential real property.

4. **Amendment to Article III, Sections 6. "Pets, Livestock and Poultry"**. Section 6 of Article III titled Pets, Livestock and Poultry shall be amended and restated as follows:

No cattle, swine, sheep, goats or poultry of any kind shall be raised, bred or kept on any Lot, except that up to a total of three (3) dogs, cats or other household pets may be kept per lot, provided that they are not kept, bred or maintained for any commercial purposes and provided that they do not run loose without a leash outside of Owner's lot or otherwise cause an annoyance or disturbance.

5. **Amendment to Article III, Section 9 "Setbacks and Fencing"**. Section 9 of Article III titled Setbacks and Fencing shall be amended and restated as follows:

All buildings will be set back at least twenty (20) feet from the front line; fifteen (15) feet from the rear lot line; and ten (10) feet from the interior side lot lines. Any fences must be constructed with new materials other than farm fencing, and no fence shall be placed nearer to the street than the rear of the dwelling. All fencing must be approved by the Association. No outside clothes lines for drying laundry are permitted.

6. **Amendment to Article III, Section 17 "Membership"**. Section 17 of Article III titled Membership shall be amended and restated as follows:

Each owner of a Lot within the development shall, as an appurtenance to ownership of such Lot, have membership in the Owners' Association, subject to the Articles of Incorporation and By-Laws thereof, and the rights of membership in the Owners' Association shall be deemed to run with the title to each such Lot. Developer shall maintain control of the Association so long as Developer owns any Lots.

IN WITNESS WHEREOF, the undersigned Developer has hereunto signed this First Amendment to Declaration this 13<sup>th</sup> day of May 2014.

Signed, sealed and delivered in  
our presence as witnesses:

Dustin N. Tully

Printed name Dustin N. Tully

William K. Scott

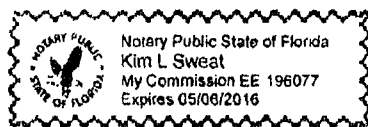
Printed name William K. Scott

Innovative Home Builders of  
North Florida, Inc.,

by: Travis C. Williams  
Travis C. Williams president

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 13<sup>th</sup> day of May 2014, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Travis C. Williams, the President of Innovative Home Builders of North Florida, Inc., a Florida corporation**, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who (X) is personally known to me or who ( ) presented \_\_\_\_\_ as identification.



Kim L. Sweat  
Notary Public  
(NOTARY SEAL)  
My Commission Expires:

IN WITNESS WHEREOF, the undersigned Association has hereunto signed this First Amendment to Declaration this 13<sup>th</sup> day of May 2014.

Signed, sealed and delivered in  
our presence as witnesses:

Dustin N. Tully

Printer name Dustin N. Tully

[Signature]

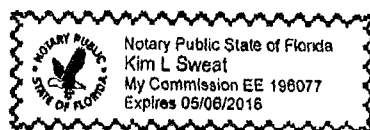
Printed name William R. Scott

Rose Pointe Homeowners  
Association, Inc.

by: [Signature]  
Travis C. Williams president

STATE OF FLORIDA  
COUNTY OF ALACHUA

I HEREBY CERTIFY that on this 13<sup>th</sup> day of May 2014, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **Travis C. Williams, the President of ROSE POINTE HOMEOWNERS ASSOCIATION, Inc., a Florida corporation**, who executed the foregoing instrument on behalf of said corporation, who acknowledged before me that he executed the same, and who (X) is personally known to me or who ( ) presented \_\_\_\_\_ as identification.



Kim L. Sweat  
Notary Public  
(NOTARY SEAL)  
My Commission Expires: