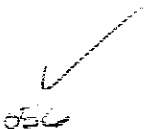


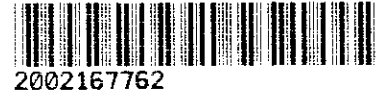
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2002 OCT 10 03:29 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
MTAYLOR Receipt#228301

Auburn:

This Instrument Prepared By: 
Margaret S. Froom, Esquire
BOONE, BOONE, BOONE, HINES & KODA, P.A.
P.O. Box 1596
Venice, Florida 34284

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR AUBURN COVE**



LANDCO DEVELOPMENT CORPORATION, a Florida corporation (hereinafter "Developer"), pursuant to Section 8.1(f) of the Declaration of Covenants, Conditions, and Restrictions for Auburn Cove, as recorded in Official Records Instrument #2002036542, public records of Sarasota County, Florida, as amended (the "Declaration"), does hereby amend the Declaration. Language that is ~~struck through~~ shall be deleted, and language that is underlined shall be added, as follows:

Section 1.8 shall be corrected to read as follows:

1.8 "Dwelling" shall mean and refer to each and every detached single-family dwelling unit, or attached single-family dwelling unit attached to a party wall and constructed on any one Lot. For example, there shall be one Dwelling located on Lot 1A and one Dwelling located on Lot 1B. The Dwelling to be located on Lot 13 will be a detached single-family dwelling unit with no party wall.

Section 2.5, subparagraph (ii) shall be corrected to read as follows:

(ii) as to each Lot, five (5') from the side lot line of the next consecutive numerical Lot. There shall be no easement along the side lot lines between Lots with the same numerical designation (the "party wall" side) (for example, an easement is required from the side Lot line between Lots 1B and 2A, but not from the side Lot line between Lots 1A and 1B). Provided, however, where an area greater than one lot is used as a building site, the outside boundary of said site shall be subject to the described lot line easements. Lot 13 shall be subject to the lot line easements shown on the recorded plat;

Section 7.5 shall be corrected to read as follows:

7.5 Single Family Homes. All Lots within the Property shall be developed only as attached single family residences; provided that the foregoing shall not prohibit the attachment or connection of privacy walls or fences to residences, walls or fences on adjacent Lots. Except, however, Lot 13 shall be developed as a detached single family residence.

Section 7.8(c) shall be corrected to read as follows:

- (c) Each Dwelling shall have a ground floor heated and cooled living area of not less than ~~1,100~~ 1,060 square feet, exclusive of the area of any garage, porches or patios, whether or not roofed.

Section 7.10 shall be corrected to read as follows:

7.10 Parking and Storage. No boats, trucks, commercial vans, tractors, motorcycles, motor homes, service vehicles or other commercial vehicles shall be permitted to remain within the Property other than for temporary parking unless parked within an enclosed garage with the garage door closed except when the boat or vehicle is being parked or removed. Temporary parking shall mean the parking of such vehicles while being used in the furnishing of services or materials to Owners, or used by Owners for loading and unloading purposes only; no overnight parking of such vehicles shall be permitted. The provisions of this Section shall apply to boats, trucks, motorcycles, motor homes, and utility vehicles whether used for commercial purposes or not. Notwithstanding the foregoing, a van, or pickup truck for personal transportation purposes only, without advertising on the exterior, and which is not used for commercial purposes, may be parked on the driveway of a Lot, but no Lot may have more than one such vehicle regularly parked in the driveway. All garage doors shall be kept closed except while a vehicle or other article is being placed in or removed from the garage.

This Amendment is being made pursuant to Section 8.1 (f) of the Declaration; therefore, joinders from any other person or entity are not required.

All other provisions of the above-described Declaration shall remain in full force and effect. This Amendment is made and entered into this 9th day of October, 2002.

Witnesses:

Sign *Fat Waggerspach*
 Print FAT WAGGERSPACH

Sign *G. Robert Breden*
 Print G. Robert Breden

LANDCO DEVELOPMENT CORPORATION, a Florida corporation

By *[Signature]*
 Michael W. Miller, as President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing Amendment was acknowledged before me this 7 day of October, 2002, by Michael W. Miller, as President of **LANDCO DEVELOPMENT CORPORATION**, on behalf of the corporation. He is personally known to me or produced Known as identification.



NOTARY PUBLIC

Sign Stephanie L. Tancey
Print _____

(SEAL)

My Commission Expires: 2/12/04