

PREPARED BY AND RETURN TO:

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Cross Reference: Book 2808, Page 2250
Instr. # 201941105107

**CERTIFICATE OF AMENDMENT TO
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
CYPRESS GLEN AT RIVER WILDERNESS**

THE UNDERSIGNED HEREBY CERTIFIES that, pursuant to Section 8.12 of the AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS recorded in O.R. Book 2808, Page 2250 of the Public Records of Manatee County, Florida, as amended (collectively, the “**Declaration**”), at a duly called meeting of the members of CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the “**Association**”) held on August 23rd, 2022, the Owners of not less than two thirds (2/3) of all the Lots encumbered by the Declaration approved the THIRD AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS (the “**Third Amendment**”) to which this Certificate of Amendment is attached. Said Third Amendment was approved in accordance with Section 8.12 the Declaration, which provides the Declaration may be amended by the affirmative written assent or vote of the Owners of not less than two thirds (2/3) of all the Lots encumbered by the Declaration.

IN WITNESS WHEREOF the undersigned has caused this Certificate of Amendment to be duly executed as of the 26th day of August, 2022.

WITNESSES:

By: [Signature]
Print Name: Christian S. Kemper

By: [Signature]
Print Name: Wendy Dues

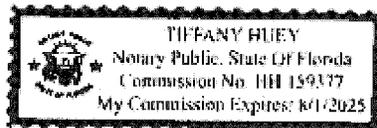
**CYPRESS GLEN AT RIVER WILDERNESS
HOMEOWNERS ASSOCIATION, INC., a
Florida not-for-profit corporation**

By: [Signature]
Print Name: Michael Stephens
Title: President

STATE OF FLORIDA }
COUNTY OF Manatee }

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26th day of August, 2022, by Michael Stephens, as President of CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public **Tiffany Huey**
Print Name: _____
My Commission Expires: 8/1/2025



**THIRD AMENDMENT TO
AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CYPRESS GLEN AT RIVER WILDERNESS**

THIS THIRD AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS (this "**Third Amendment**") is effective as of the date of recordation in the Public Records of Manatee County, Florida.

RECITALS

A. The AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS was recorded as Instrument # 201941105107 in O.R. Book 2808, Page 2250 (the "**Original Declaration**"), as amended by that certain FIRST AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS recorded as Instrument # 202141125793 (the "**First Amendment**") and by that certain CERTIFICATE OF AMENDMENT TO AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CYPRESS GLEN AT RIVER WILDERNESS recorded as Instrument # 202141132630 (the "**Second Amendment**"), all in the Public Records of Manatee County, Florida (collectively, the "**Declaration**").

B. Pursuant to Section 8.12 of the Declaration, the Declaration may be amended by the affirmative written assent or vote of the Owners of not less than two thirds (2/3) of all the Lots encumbered by the Declaration.

C. The following amendments to the Declaration were submitted to the membership for consideration and were properly approved by the affirmative written assent or vote of the Owners of not less than two thirds (2/3) of all the Lots encumbered by the Declaration at a meeting of the membership held on August 23rd, 2022, at which a quorum was present and which meeting was duly noticed in accordance with Florida Statutes and the governing documents of CYPRESS GLEN AT RIVER WILDERNESS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

NOW THEREFORE, the Declaration is hereby amended as set forth herein:

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be lined through or double-underlined when whole sections or paragraphs are deleted, replaced or added in their entirety.

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Third Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment

and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Article V, Section 5.5 of the Declaration is hereby amended to provide as follows:

5.5 **Garages.** Unless otherwise specifically approved by the ARC, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. Each dwelling shall have an enclosed garage for at least two (2) and no more than three (3) automobiles. Each Owner shall maintain their garage in a manner so as to allow at least two (2) standard sized automobiles to be parked in the garage at all times, and garages may be used for storage as long as there is still sufficient space in the garage for the parking of at least two (2) standard sized automobiles. No carport shall be permitted. No garage shall be enclosed by screen or otherwise, or converted to other use without the substitution of another garage on the Lot meeting the requirements of this Declaration. All vehicles, boats and all other items shall be kept within the enclosed garage at all times except for loading, unloading or washing; provided, however, vehicles (other than trucks or commercial vehicles) may be parked in the driveway. Notwithstanding the foregoing, each Owner shall use best efforts to park their vehicles within the enclosed garage to the extent feasible. Garage doors shall be kept closed at all times except when moving vehicles and other items into or out of the garage or when an Owner is inside the garage and requires ventilation.

4. Article VI, Section 6.7 of the Declaration is hereby amended to provide as follows:

6.7 **Maintenance and Storage of Boats and Vehicles.** No maintenance, repair or storage of any boat or vehicle, shall be permitted upon any Lot except within an enclosed garage; provided, however, subject to the terms of Section 5.5. above, vehicles (other than trucks or commercial vehicles) may be parked in the driveway so long as such vehicles are not commercial vehicles.

5. Article VI, Section 6.12 of the Declaration is hereby amended to add the following sentence at the end of said Section 6.12 [*SEE GOVERNING DOCUMENTS FOR COMPLETE CURRENT TEXT*]:

"Pool or other screened cages shall not exceed the height of the home and shall utilize materials of a dark color such as black or bronze."

6. Article VII, Section 7.13 of the Declaration is hereby amended to provide as follows:

7.13 **Capital Contributions.** ~~The Board may, in its discretion, require each Lot Owner who acquires his or her Lot directly from Developer to pay to the Association a one-time contribution. Commencing after the date of recordation of this Third Amendment, there shall be collected from the purchaser upon every conveyance of an ownership interest in a dwelling, a contribution in the amount of Five Hundred and No/100 Dollars (\$500.00) payable to the Association (the "Capital Contribution") to be used by the Association solely for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Subdivision, including, without limitation, the payment of Association Expenses, future and existing capital improvements, support costs and start-up costs. The amount of the Capital~~

~~Contribution shall be as determined by the Board, but shall not exceed the then applicable Annual Assessment. The collection of Capital Contributions shall apply only to conveyances of dwellings from and after the recordation of this Third Amendment.~~

7. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is hereby ratified and confirmed in its entirety.

8. If any provision, section, sentence, or application of this Third Amendment is found to be unenforceable, illegal or invalid, that finding shall not affect or undermine the enforceability or validity of any other provision, section, sentence, or application of this Third Amendment which can be enforced without the use of the offending portion hereof.

9. This Third Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Manatee County, Florida.