



**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM OF
EDGEWATER POINTE AT PERICO BAY CLUB, SECTION II**

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of EDGEWATER POINTE AT PERICO BAY CLUB, SECTION II was duly adopted by the Association membership at a duly noticed Special Membership Meeting of the Association held on the 20th day of June, 2019, where a quorum was present. Said amendment was approved by the required percentage of voting interests of the Association which was 92%. The original Declaration of Condominium is recorded at O.R. Book 1353, Page 1876 et seq., of the Public Records of Manatee County, Florida, as amended.

(Additional indicated by underlining,
deletions by ~~strikethrough~~)

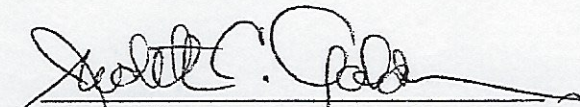
1. Amendment to Article 20. Protective Covenants: by amendment to 20.10 Animals to read as follows:

~~20.10 Animals: The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, is prohibited within any unit or upon the common elements, except that the keeping of small, orderly domestic pets, (i.e. dogs or cats) not to exceed two (2) per unit without the approval of the Board is permitted. (Fish or caged birds shall not be subject to the limitation of two per unit, but shall not be kept in unreasonable numbers or otherwise violate the provisions of this Section.) All pets shall be subject to the rules and regulations adopted by the Board. No such pets may be kept or maintained for commercial purposes or for breeding. Any such pet causing, creating or contributing to a nuisance or unreasonable disturbance of annoyance or noise shall be permanently removed from the condominium property upon ten (10) days written notice from the Board to the owner or other person responsible for such pet and the owner of the unit in which such person resides, if the owner is not also the person responsible for such pet. Such pets shall not be permitted upon the common elements unless accompanied by the person responsible for such pet. All such pets shall either be carried or leashed. Any unit owner or other resident who keeps or maintains any pet upon any portion of the condominium property shall be deemed to have indemnified and agreed to hold the Association, each unit owner and the Developer free and harmless from any loss, claim or liability of any kind or character of whatever arising by the keeping or maintain of such pet within the condominium. Unit owners and residents shall be responsible for picking up all excrement deposited by any pet immediately. Failure to pick up excrement promptly shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. Likewise, pets that howl, hiss or bark so as to annoy or disturb Condominium residents, or pets that bite, growl or behave in a threatening manner to condominium residents and guests shall be deemed to create an unreasonable disturbance or annoyance and may be required to be removed pursuant to this section. All pets shall be registered and inoculated as required by law. The Board may require registration of pets and establish reasonable fees not to exceed the reasonable costs incurred by the Association resulting from the presence of such pets and the administration of this Section.~~

Pets: The keeping of small, well behaved domestic pets as defined by this policy is allowed in condominium units by owners only. For the purpose of this policy, a domestic pet shall be defined as a dog, whose current weight or its adult weight does not exceed 25 pounds, a cat or fish. In addition, the definition of a dog under this policy will take into account the dog's breed.

Therefore, dogs such as pit bulls or pit bull mixes, Doberman pinschers, or dogs determined by the Board of Directors to be aggressive in nature will not be allowed. There is a limit of one dog, or one dog and one cat, or two cats allowed in each unit. Unit owners allowed to have two dogs in a unit under a prior policy shall be bound by the pet policy as amendment and adopted on June 20, 2019, when one or both dogs die or is removed from the unit for any other reason. Renters are not permitted to have any pets in a rental unit. Pets that cause (create) an unreasonable annoyance or dogs that do not meet breed and size requirement of this policy, shall be permanently removed from the Rookery Bay Maintenance Inc. (hereinafter referred to as the Association) premises within ten (10) days of official notice by the Board of Directors to the owner. Unreasonable annoyance shall include but not be limited to the failure of the pet owner to pick up all excrement deposited by the pet, howling, excessive barking or threatening behavior of the pt, or failure to keep the dog on a leash while outside the unit. Such removal action must be approved by a majority vote of the Board of Directors and the decision mailed to the owner(s) of the pet by Certified Mail. All owners or real estate agents, if used, shall be responsible for notifying renters, as well as potential buyers, of the Association's pet policy. Unit owners who have pets in any portion of the condominium property shall indemnify and hold harmless the Association and other unit owners of the Association from any loss or claim of liability of any kind arising from the keeping of pets in the condominium.

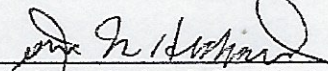
IN WITNESS WHEREOF, we have hereunto set our hands and seals this 15th day of August, A.D., 2019.


Witness Signature
Judith C. Golden

Printed Name
Bardina
Witness Signature

Lorraine Sardinias
Printed Name

ROOKERY BAY MAINTENANCE, INC.

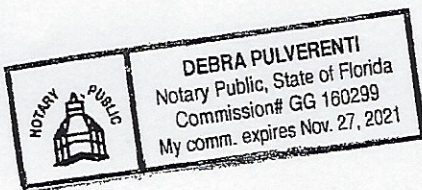
By: 
John Heckard, President

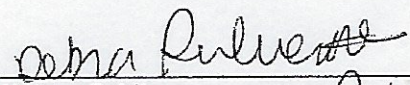
Attest: James Gaspari
James Gaspari, Acting Secretary

STATE OF FLORIDA
COUNTY OF MANATEE:

The foregoing instrument was acknowledged before me this 15th day of August, 2019 by John Heckard, as President and James Gaspari as Acting Secretary of Rookery Bay Maintenance, Inc. a Florida corporation on behalf of the corporation. They are personally known to me or have produced Id. Drivers Lic as identification. If no type of identification is indicated, the above-named persons are personally known to me.

(Seal)




Notary Public
Printed Name Debra Pulverenti
State of Florida
My Commission Expires 11/27/2021