

PROPOSED AMENDMENT

Sixth Amendment - to amend Article VI - USE OF PROPERTY,
Section 1 of the Declaration of Covenants and Restrictions of
Buenaventura Lakes Subdivision, Unit 1, Marbriosa Villas to

~~clarify and adopt certain specific restrictions as to the use of~~
the common area and the individual Living Units.

Article VI, Section 1 (A) and (B) of the Declaration of
Covenants and Restrictions is hereby substantially amended to
read as follows:

ARTICLE VI - USE OF PROPERTY

Section 1. Protective Covenants. In order to insure the
"uniformity and desirable appearance of the Property", to promote
and maintain the value of the Living Units, to curtail the cost
of insurance premiums, to promote harmony and cooperation among
the occupants of the Living Units and as a safety precaution, the
use of the individual Living Units and the Common Area and
appurtenant facilities shall be in accordance with the following
provisions.

A. Residential Use. A Living Unit shall be occupied and
used only as a private, single-family residence and for no other
purposes. ("Family," for purposes of this Section shall be
defined to mean any number of persons related by blood, adoption
or marriage, or not more than two (2) unrelated persons living as
a single housekeeping unit. All property designated as a Living
Unit shall be used, improved and devoted exclusively to
residential use. No business profession or trade of any type
shall be conducted on any portion of The Property, but this
prohibition shall not be applicable to Developer with respect to
its development of The Property, construction and sale of Living
Units, the use of Living Units as model units or the use of any

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existing law;
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portion of the Property as parking areas:

B. Common Area. The Common Area shall be maintained and operated by the Association as private property for the benefit of the parties described herein Owner; and on the terms and conditions set forth herein. Developer has agreed with the local governmental authorities that no part of the Common Area shall be or can be dedicated or conveyed to the governmental authorities with the intent that, thereafter, the same should be maintained by and at the expense of the said governmental authorities, the maintenance of same being the obligation of the Association as more particularly set forth herein. Provisions confirming the private nature of and the Association's maintenance responsibility for the Common Area shall be inserted in each deed from Developer to Owner, but the failure of such inclusion shall in no way affect or alter the terms of this covenant.

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