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KAREN E. RUSHING
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SARASOTA COUNTY, FLORIDA
HJAMES Receipt#681720

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE TOWNS AT LAKESIDE**

This First Amendment to Declaration of Covenants, Conditions and Restrictions of The Towns at Lakeside is made as of this 6th day of September, 2005, by **WESTFIELD HOMES OF SOUTHWEST FLORIDA**, a Florida general partnership, whose address is 569 Interstate Boulevard, Sarasota, Florida 34240 (hereafter referred to as "Declarant"), and **THE TOWNS AT LAKESIDE ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 569 Interstate Boulevard, Sarasota, Florida 34240 (hereafter referred to as "Association").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions of The Towns at Lakeside dated September 28, 2004, as recorded October 8, 2004 as Instrument No. 2004194831 all of the public records of Sarasota County, Florida (the "Declaration"), which Declaration affects certain real property more particularly described on Exhibit "A" attached to the Declaration known as The Towns at Lakeside (the "Property"); capitalized terms used herein have the same meanings as defined in the Declaration; and

WHEREAS, Declarant and the Association find that certain uses of the Property are detracting from the value and desirability of the community and therefore each of them desires to amend the Declaration as provided herein; and

WHEREAS, Declarant is the owner of a majority of the Property and therefore is the sole Class B Member of the Association as of the date of execution of this instrument and intends for this amendment to apply to all Lots within the Property;

NOW THEREFORE, Declarant hereby amends Section 9 of Article IV – Use Restrictions. of the Declaration as follows:

1. **Recitals.** The recitals contained herein are acknowledged as being true and correct and are incorporated herein by reference.

2. **Amendments.**

A. **Article IV. Section 9 of the Declaration** is hereby deleted in its entirety and shall no longer have any force or effect, and is hereby replaced with the following:

Section 9. Signs. No signs of any kind, including "For Rent", or "For Sale" or any other similar signs, shall be displayed to the public view, erected or maintained on any Lot or within any residential structure (including within windows of improvements), except for signs approved by Declarant within its sole and absolute discretion; or except as may be required by legal proceedings. (Notwithstanding the foregoing, signs permitted pursuant to Section 27 hereof are exempt from this Section 9.).

B. Article IV, Section 19 of the Declaration is hereby deleted in its entirety and shall no longer have any force or effect, and is hereby replaced with the following:

Section 19 (d): "Commercial Vehicle" shall mean a sports utility vehicle, truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity, and including any vehicle greater than three-quarter (3/4) ton capacity with a sign displayed on any part thereof advertising any kind of business or within which any commercial materials and/or tools are visible. Commercial vehicles shall not be parked or stored within the Property unless parked or stored in a garage.

C. Article IV, Section 30 of the Declaration is hereby deleted in its entirety and shall no longer have any force or effect, and is hereby replaced with the following:

Section 30. Swimming Pools, Hot Tubs and Screened Enclosures. No swimming pools or hot tubs may be installed on any Lot. No screened enclosures may be erected on any Lot unless installed by the Declarant as part of the original construction of a home on a Lot. Notwithstanding the foregoing, all concrete slabs for patios must be poured by the Declarant at the time of initial construction of a home. Modifications to concrete slabs as well as the pouring of concrete slabs after initial construction has been completed is prohibited.

D. Article IX, Section 5 of the Declaration is hereby deleted in its entirety and shall no longer have any force or effect, and is hereby replaced with the following:

Section 5. Weatherproofing/Termites. Notwithstanding any other provision of this Declaration, an Owner who by his negligence or willful act causes any party wall or roof to be exposed to the elements, or to infestation by termites or other wood destroying organisms, shall bear the whole cost of furnishing the necessary protection against such elements or termites and other organisms and of repairing all resulting damage. Additionally, with respect to termite and other wood destroying organisms, if any portion of a residence becomes infested with termites or other wood destroying organisms, every Owner of a residential structure that shares the same foundation shall treat their own residential unit and Lot for such infestation and shall contribute to the cost of treatment in a pro-rated amount based upon the total number of residential units sharing the same foundation.

3. Application and Ratification. This First Amendment constitutes both an amendment to the Declaration and a separate restriction upon the ownership, use and operation of all

Lots and other property owned by the Declarant and the Association on the date hereof. It is the intent of the undersigned that this restriction shall survive any challenge to this instrument as a amendment to the Declaration. Except as modified hereby, the Declaration remains unchanged and is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant and the Association have caused these presents to be duly executed, by its duly authorized persons, the day and year first above written.

WESTFIELD HOMES OF SOUTHWEST FLORIDA, a Florida general partnership, as Declarant

By: WESTFIELD HOMES OF SOUTHWEST FLORIDA, INC., a Delaware corporation, its managing general partner

By: *Joanne Cier*
Print Name: JOANNE E. CIER

By: *[Signature]*
Robert L. Siuda, President

By: *Kirstin M. DeLaughter*
Print Name: KIRSTIN M. DELAUGHTER

THE TOWNS AT LAKESIDE ASSOCIATION, INC., a Florida not-for-profit corporation

By: *Joanne Cier*
Print Name: JOANNE E. CIER

By: *[Signature]*
Robert L. Siuda, President

By: *Kirstin M. DeLaughter*
Print Name: KIRSTIN M. DELAUGHTER

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of September 2005, by Robert L. Siuda, as President of Westfield Homes of Southwest Florida, Inc., a Delaware corporation, the managing general partner of Westfield Homes of Southwest Florida, a Florida general partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.


NOTARY PUBLIC-STATE OF FLORIDA
(NOTARIAL SEAL) Joanne E. Cier
Commission #DD362765
Expires: OCT 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

Joanne E. Cier
NOTARY PUBLIC
Name: JOANNE E. CIER
Serial #: DD362765

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 6th day of September 2005, by Robert L. Siuda, as President of The Towns at Lakeside Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
 **Joanne E. Cier**
Commission #DD362765
Expires: OCT. 14, 2008
Bonded Thru Atlantic Bonding Co., Inc.

Joanne E. Cier
NOTARY PUBLIC
Name: JOANNE E. CIER
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