



CFN:2003022327 01-27-2003 11:25 am

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Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 4	#Names: 3	
Trust: 2.50	Rec: 17.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

Prepared by & return to:

→ Robert L. Beals, Esq.
 Robert L. Beals, P.A.
 201 N. Riverside Drive, Suite B
 Indialantic, FL 32903

**FIRST AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS
 LAURELWOOD AT BAYSIDE LAKES SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Laurelwood at Bayside Lakes Subdivision, made as of the date hereinafter set forth by TOWN CENTER PARTNERS, LTD., a Florida Limited Partnership, hereinafter referred to as "Developer."

WITNESSETH:

A. Developer is the Developer under the Declaration of Covenants, Conditions and Restrictions Laurelwood at Bayside Lakes Subdivision is recorded in Official Records Book 4691, Page 1465, (the "Declaration") Public Records of Brevard County, Florida.

B. Article VIII, Section 2, of the Declaration provides for Amendment of the Declaration by the affirmative vote or written action of the Developer.

C. Developer desires to amend the Declaration.

NOW, THEREFORE, Developer hereby amends and supplements the Declaration by this written action as follows:

1. Article II, **ARCHITECTURAL AND AESTHETIC REQUIREMENTS** is hereby amended to add the following language:

Section 3. Clearing

Lot clearing for home construction must first be approved by the Architectural Review Committee. A minimum of 15% of the native vegetation must be maintained. Clearing of the rear 25 feet of Lots 20 through 33 is prohibited without prior approval of the Association.



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2. Article IV, PROPERTY RIGHTS AND REQUIREMENTS, is hereby amended to modify the following language:

Section 8. Maintenance and Operation of Surface Water or Stormwater Management System

Lots 9 through 19 abutting the Tillman Drainage Canal 44-R, and Lots 34 through 37, must be graded allowing for split drainage to the street and the rear of the lot.

Section 13. Common Area Tracts Benefiting Laurelwood, Located Within Bayside Lakes Commercial Center.

The Association shall be responsible for its proportionate share of the cost of maintaining particular recreation and landscape tracts which are located within the plat of Bayside Lakes Commercial Center. The Bayside Lakes Commercial Center Property Owners Association, Inc. shall be responsible for the maintenance and repair of said tracts, and shall assess Laurelwood Homeowners Association quarterly for its proportionate share in accordance with the Declaration of Covenants, Conditions and Restrictions for Bayside Lakes Commercial Center recorded in Official Records Book 4212, Page 3045, Public Records of Brevard County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 21 day of

January, 2003.

Signed, sealed and delivered in the presence of:

TOWN CENTER PARTNERS, LTD.,
a Florida Limited Partnership
By: BAYSIDE LAKES DEVELOPMENT CORPORATION, a Florida corporation, its General Partner

Irene Sullivan
Witness Signature

By: [Signature]
Benjamin E. Jefferies, President

IRENE Sullivan
Print Witness Name

Maria A Cox
Witness Signature

Maria A Cox
Print Witness Name



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STATE OF FLORIDA

COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared BENJAMIN E. JEFFERIES, as President of BAYSIDE LAKES DEVELOPMENT CORPORATION, the General Partner of Town Center Partners, Ltd., a Florida Limited Partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 21 day of January, 2003.

Irene Sullivan
Notary Public Signature

IRENE SULLIVAN
Print Notary Public Name

My commission expires:

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JOINDER

LAURELWOOD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this First Amendment to Declaration of Covenants, Conditions, and Restrictions for Laurelwood at Bayside Lakes Subdivision attached hereto.

IN WITNESS WHEREOF, LAURELWOOD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed the 21 day of January, 2003.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Irene Sullivan
Witness Signature

IRENE Sullivan
Print Witness Name

Maria A Cox
Witness Signature

Maria A Cox
Print Witness Name

**LAURELWOOD AT BAYSIDE LAKES
HOMEOWNERS ASSOCIATION,
INC., a Florida not for profit corporation**

By: Benjamin E. Jefferies
Benjamin E. Jefferies, President

STATE OF FLORIDA
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 21 day of January, 2003, by BENJAMIN E. JEFFERIES, as President of LAURELWOOD AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally known to me, or who produced _____ as identification.

Irene Sullivan
Notary Public Signature

My commission expires:

IRENE Sullivan
Print Notary Public Name

