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**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
BRIDGEWATER AT BAYSIDE LAKES SUBDIVISION**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Bridgewater 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 Bridgewater at Bayside Lakes Subdivision is recorded in Official Records Book 4623, Page 1996, (the "Declaration"), and First Amendment recorded in Official Records Book 4892, Page 3181, all of the 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 as follows:

Section 5. Landscaping.

(a) All landscaping must conform to all codes and requirements of the local governing agencies. A landscape plan must be submitted for Architectural Approval of the Board. All yard areas not left in a natural vegetated condition shall be replanted with trees, shrubs, or sodded including all easements and right of ways directly in front and rear of all lots. On lots that are 50' wide (lot numbers 30 through 60, and lot numbers 195 through 220) a total of two live Oak Trees must be planted on each lot during home construction. Each tree must contain a minimum 2" caliper and have a minimum 30 gallon container size. On lots that are 75' wide (lot numbers 61 through 86, and lot numbers 139 through 176) a total of two live Oak Trees (60 gallon size) and two Queen Palms (minimum 12 feet trunk height) must be planted on each lot during home construction.

(b) For all 50' wide lots (lot numbers 30 through 60, and lot numbers 195 through 220) a minimum of thirty (30) 3 gallon shrubs and thirty (30) one gallon shrubs must be planted in the front and side yards, with landscaping extending a minimum distance of 10 feet down the side of each residence. Two 15 gallon accent shrubs or palms must be planted in the front beds. 75' wide lots (lot numbers 61 through 86, and lot numbers 139 through 176) must have a

**Scott Ellis**  
Clerk Of Courts, Brevard County

#Pgs: 4	#Names: 2	Rec: 17.00	Serv: 0.00
Trust: 2.50		Excise: 0.00	
Mtg: 0.00		Int Tax: 0.00	



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minimum of sixty (60) 3 gallon shrubs and thirty (30) one gallon shrubs planted in the front and side yards, with landscaping extending a minimum distance of 10 feet down the side of each residence. Two 15 gallon accent shrubs or palms must be planted in the front beds.

Section 10. Building Location.

Paragraph is deleted in its entirety and replaced with the following language:

No building, other than that allowed by City Code, shall be located on any Lot nearer than 25 feet to the front Lot line. No building shall be located nearer than 20 feet to the rear Lot line. No building shall be located nearer than 5 feet to an interior lot line. Buildings on 75' wide lots (lot numbers 61 through 86, and lot numbers 139 through 176) shall not be located nearer than 7.5 feet from interior lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

2. Article V, COVENANT FOR ASSESSMENTS, is hereby amended to read as follows:

Section 2. Annual Assessments.

Paragraph is deleted in its entirety and replaced with the following language:

The Association shall fix the amount and the due date of the annual assessment. The annual assessment for 75' wide lots (lot numbers 61 through 86, and lots numbers 139 through 176) shall be \$50/year more (excluding yard maintenance) than 50' wide lots (lot numbers 30 through 60, and lot numbers 195 through 220). Initially, annual assessments shall be payable in one annual installment, payable when the Owner takes title and prorated from that date to the end of the fiscal year. The title company shall forward the proceeds of the prorated annual assessment to the Homeowners Association. The Association shall notify the Owners of each Lot of the amount, the date on which the assessment are payable, and the place of payment.

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 19 day of September, 2003.



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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: B. E. J.  
Benjamin E. Jefferies, President

Irene Sullivan  
Print Witness Name



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Ron Brown  
Witness Signature

Lois Nuss  
Print Witness Name

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 19 day of September, 2003.

Irene Sullivan  
Notary Public Signature

Irene Sullivan  
Print Notary Public Name

My Commission Expires:

**JOINDER**

BRIDGEWATER 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 Supplement and Second Amendment to Declaration of Covenants, Conditions, and Restrictions for Bridgewater at Bayside Lakes Subdivision attached hereto.

**IN WITNESS WHEREOF**, BRIDGEWATER 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 19 day of September 2003.

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

Irene Sullivan  
Witness Signature

IRENE Sullivan  
Print Witness Name

Janice  
Witness Signature

Janice  
Print Witness Name

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

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



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STATE OF FLORIDA  
COUNTY OF BREVARD

THE FOREGOING INSTRUMENT was acknowledged before me this 19 day of September, 2003, by BENJAMIN E. JEFFERIES, as President of BRIDGEWATER AT BAYSIDE LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, who is personally know to me, or produced \_\_\_\_\_ as identification.

Irene Sullivan  
Notary Public Signature

My Commission Expires:

IRENE Sullivan  
Print Notary Public Name

