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residence on a Lot must commence within ninety (90) days after the purchase of such Lot from the Developer.

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b. Minimum Lot Size. Sections 8.2 and 8.3 of the Declaration are hereby amended to reduce the minimum lot size from 11,000 square feet to 10,000 square feet.

c. Maintenance of Easements. Section 13 of the Declaration is hereby amended to provide that, in addition to the maintenance responsibilities of the Lot Owners set forth in Section 13, the Owner of each Lot shall also be responsible for the maintenance of the following easements, to the extent such easements are located on the Owner's Lot, in a good, neat and attractive condition so that they do not detract from the Development:

- (i) 10 foot Private Drainage Easement running along the rear property line of Lots 11 through 18, Block 3 of the Plat of Park Meadow subdivision recorded in Plat Book 95, Page 31 Public Records of Hillsborough County, Florida (the "Park Meadow Plat");
- (ii) 10 foot Private Drainage Easement running along the rear property line of Lots 1, 2, 5, 6, 7 and 8, and along the rear property line of a portion of Lot 3, all of Block 3 of the Park Meadow Plat;
- (iii) 20 foot Drainage Easement running between Lots 3 and 4, Block 3 of the Park Meadow Plat;
- (iv) 5 foot Drainage Easement running along the rear property line of a portion of Lot 3, and along the rear property line of Lot 4, both of Block 3 of the Park Meadow Plat;
- (v) 20 foot Sanitary Sewer Easement running between Lots 10 and 11, Block 2 of the Park Meadow Plat;
- (vi) 20 foot Drainage Easement running between Lots 10 and 11, Block 3 of the Park Meadow Plat;
- (vii) 5 foot Drainage Easement running along the rear property line of Lots 1 through 3, along the rear property line of a portion of Lot 4, and along the northerly boundary line of Lot 5, all of Block 1 of the Park Meadow Plat;
- (viii) 10 foot Drainage Easement running along the rear property line of a portion of Lot 4, and along the rear property line of Lot 5, both of Block 1 of the Park Meadow Plat;
- (ix) 20 foot Drainage Easement running along the property line of Lot 5 which is contiguous with Lot 6, both of Block 1 of the Park Meadow Plat.

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(x) All easements shown on the Plat of Abbey Grove recorded in Plat Book 95, Page 32, Public Records of Hillsborough County, Florida (the "Abbey Grove Plat") (to the extent such easements are located on the Owner's Lot).

(xi) All easements shown on the Plat of Carriage Park recorded in Plat Book 95, Page 81, Public Records of Hillsborough County, Florida (the "Carriage Park Plat") (to the extent such easements are located on the Owner's Lot), with the exception of (i) the Drainage Easement running along the rear property line of Lots 2, 3, 4, 5, 6, and 7, all of Block 3 of the Carriage Park Plat, and (ii) the Private Drainage Easement running along the rear property line of Lots 5 and 6 of Block 1 of the Carriage Park Plat.

Consequently, Section 11 of the Declaration is hereby amended to provide that, in addition to the other maintenance responsibilities of the Association set forth in Section 11, the Association shall have the right and responsibility to maintain all easements of the Property other than (i) those easements which are the responsibility of the Lot Owners as set forth in this paragraph above; and (ii) such other easement areas, if any, which are expressly stated as being the Lot Owners' responsibility in Section 13 of the Declaration.

d. Continuation of Architectural Control after Turnover. Section 10 of the Declaration is hereby amended to delete the last sentence thereof and to add the following:

"At such time that the Class B membership shall cease and be converted to Class A membership as set forth in the Bylaws ("Turnover"), the architectural control function reserved to the Developer in this Declaration shall be delegated and assigned by the Developer to the Association and thereafter, the Association, acting by and through the Board of Directors, shall perform such function. The Board of Directors shall establish an architectural control committee (the "ARC") composed of three (3) or more persons appointed and replaced by the Board of Directors from time to time. The ARC may adopt, promulgate, rescind, amend and revise reasonable rules and regulations setting forth architectural standards, provided, however, that such rules and regulations are consistent with the provisions of this Declaration and any applicable Supplemental Declaration; and (ii) if the Board of Directors has not constituted itself as the ARC, approved by the Board prior to taking effect. The ARC's prior approval shall be required prior to the erection, construction or placement of any improvement, structure, building, paving, walkway, driveway, sign, landscaping or fence anywhere on any Lot. The ARC's prior written approval additionally shall be required for any change, alteration, addition, reconstruction or attachment of any nature whatsoever to, of, or in any paving, walkway, driveway, sign, landscaping or fence or the exterior of any building, structure or improvement on any Lot unless the same are identical in all respects to the original and previously were approved by the Developer or the ARC, as the case may be. Notwithstanding the foregoing,

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one (1) sign of not more than one (1) square foot identifying the owner of the Lot and one (1) sign of not more than five (5) square feet advertising the home for sale or rent is permitted without the ARC's approval as provided in Section 14 of this Declaration, and shrubbery next to the dwelling which does not detract from the neighborhood is permitted without the ARC's approval as provided in Section 19 of this Declaration. The procedure for submitting plans and specifications and approval by the ARC shall be the same as the procedure set forth above vis-à-vis the Developer prior to Turnover. The ARC from time to time may adopt, promulgate, rescind, amend and revise reasonable rules and regulations governing procedure in all matters within its jurisdiction provided, however, that such rules and regulations are consistent with the provisions of this Declaration and any applicable Supplemental Declaration; and (ii) if the Board of Directors has not constituted itself as the ARC, approved by the Board prior to taking effect. The ARC may appoint one or more persons to make preliminary review of all applications to the ARC and report such applications to the ARC with such person's recommendations for ARC action thereon. In all events, the ARC's rules and procedures shall provide any affected party with reasonable prior notice and a reasonable opportunity to be heard in person and by representatives of such party's choosing."

e. Exemption from Annual Assessment. Notwithstanding anything in the Declaration or in Section 8.5 of the Bylaws to the contrary, Lots owned by Chadwell, Westfield and Freemarr shall be exempt from paying the annual assessment during the period of time that they own such Lots. Commencing on the date of the sale of each Lot owned by Chadwell, Westfield or Freemarr to a third party homebuyer, the annual assessment shall begin to accrue with respect to such Lot. However, Chadwell, Westfield and Freemarr shall be responsible for deficit funding their respective proportionate shares of the operating and maintenance expenses of the Development, to be calculated as follows: On a quarterly basis commencing on the calendar quarter ending October 31, 2003, Chadwell shall calculate the amount of the deficit for the prior calendar quarter. Each of Chadwell's, Westfield's and Freemarr's proportionate share of such deficit shall be (i) such deficit amount multiplied by (ii) the ratio of the number of Lots owned by Chadwell, Westfield or Freemarr respectively, divided by 192 (the total number of Lots in the Development) on the last day of such calendar quarter. For example, if the deficit for the calendar quarter equals \$5,000.00, and Westfield owns 30 Lots at the end of such calendar quarter, and Freemarr owns 50 Lots at the end of such calendar quarter, then Westfield's proportionate share of such deficit for such calendar quarter would be \$780.00 (15.6% X \$5,000.00), and Freemarr's proportionate share of such deficit for such calendar quarter would be \$1,300.00 (26% X \$5,000.00). Such amounts shall be paid to Chadwell within ten (10) days after Westfield's and Freemarr's receipt from Chadwell of the calculation of the amount of the deficit for the calendar quarter, and shall continue to be paid quarterly for so long as Chadwell, Westfield or Freemarr, owns any Lots in the Development. At such time that Chadwell calculates the amount of the deficit for any calendar quarter, Chadwell shall deliver to Westfield and Freemarr copies of receipts, invoices or other back-up documentation reasonably requested by Westfield or Freemarr to show how the deficit

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amount was calculated. The expenses included in the calculation of the deficit shall only include those expenses which are necessary to perform the responsibilities of the Association as set forth in the Declaration.

3. Ratification of Declaration. In all other respects, the Declaration is hereby ratified and confirmed, remains in full force and effect, and is not amended hereby.

IN WITNESS WHEREOF, the parties have caused this First Amendment to Declaration to be duly executed the date stated above.

WITNESSES:

CHADWELL HOMES CORPORATION, a Florida corporation

Lynn Tidwell
Print Name: Lynn Tidwell

By: [Signature]
Print name: Michael Chadwell
Its: Vice President

Robert Chadwell
Print Name: ROBERT CHADWELL

WESTFIELD HOMES OF FLORIDA, a Florida general partnership

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

Deborah Lynn Hudrlik
Print Name: Deborah Lynn Hudrlik

By: [Signature]
Print name: Andrew J. Berger
Its: President

Diane W. Smith
Print Name: Diane W. Smith

FREEMARR HOMES, INC. a Florida corporation

Susan J. Brown
Print Name: Susan J. Brown

By: [Signature]
Print name: John T. Freeman
Its: President

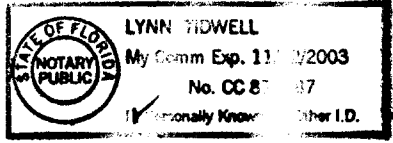
Robert E. Robbins
Print Name: Robert E. Robbins

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COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29 day of September, 2003, by Michael Chadwell, as Vice President of Chadwell Homes Corporation, a Florida corporation on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[AFFIX SEAL] Notary Public: Lynn Tidwell
Print Name: Lynn Tidwell

My Commission Expires: NOV 12, 2003
No. CC 876487

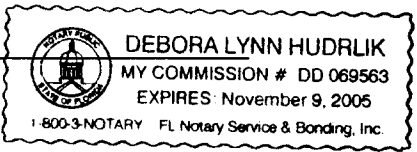


STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29th day of September, 2003, by Andrew J. Berger, as President of Westfield Homes of Florida, Inc., a Florida corporation, managing general partner of Westfield Homes of Florida, a Florida general partnership. He is personally known to me or has produced _____ as identification.

[AFFIX SEAL] Notary Public: Deborah Lynn Hudrlik
Print Name: DEBORA LYNN HUDRLIK

My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 29 day of September, 2003, by John T. Freeman, as President of Freemarr Homes, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[AFFIX SEAL] Notary Public: Susan J. Brown
Print Name: SUSAN J. BROWN

My Commission Expires: _____

