

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esq.
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Lakeland, Florida 33802-0003
(863) 284-2200

Recording Data Above

**FIRST AMENDMENT
TO DECLARATION OF
COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS
FOR
ASHWOOD WEST**

THIS AMENDMENT TO DECLARATION is made this 8th day of December, 2006 by BERKLEY ROAD, LLC, a Florida limited liability company ("Developer").

RECITALS

A. Developer previously filed a Declaration of Covenants, Restrictions, Easements, Limitations and Conditions for Ashwood West dated January 13, 2006 and recorded January 23, 2006 in Official Records Book 6600, Pages 2106 – 2140, Public Records of Polk County, Florida ("Declaration").

B. The Plat of Ashwood West was recorded in Plat Book 134, Pages 6 through 8, Public Records of Polk County, Florida ("Ashwood West Plat").

C. The Developer has now filed the Plat of Ashwood East according to the Plat thereof recorded in Plat Book 146, Pages 6 and 7, Public Records of Polk County, Florida ("Ashwood East Plat").

D. Pursuant to the authority reserved to the Developer in the Declaration, the purpose of this Amendment is to provide that Ashwood East is to be added to the Subdivision and to provide for other amendments to the Declaration as hereinafter set forth. All terms defined in the Declaration and used in this Amendment shall have the meanings ascribed to such terms in the Declaration, except to the extent provided in this Amendment.

NOW, THEREFORE, pursuant to the provisions of Section 28(h) and other rights reserved to the Developer under the Declaration, the Declaration is hereby amended in the following respects:

(a) The lands encompassed within the Ashwood East Plat, except for Tract D depicted upon the Ashwood East Plat, are now added to the term "Property" or "Subdivision" as defined in the Declaration and brought within the jurisdiction of the Association and are made subject to all of the terms, provisions, covenants and easements created by the Declaration.

(b) The term "Lot" or "Lots" shall also include all of the individual parcels of land depicted upon the Ashwood East Plat, being Lots 1 through 28 as depicted upon the Ashwood East Plat, less and except Tract A, Tract B, Tract C and Tract D depicted upon the Ashwood East Plat.

(c) The Owners of all of the Lots depicted upon the Ashwood East Plat shall be Members of the Association and shall be obligated to pay Assessments in accordance with the provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association.

(d) The term "Common Area" shall also include Tract A, Tract B and Tract C as depicted upon the Ashwood East Plat.

(e) Tract D as depicted upon the Ashwood East Plat is not a Lot, is not part of Common Area, is not part of the Subdivision and the owner of Tract D shall not be a Member of the Association and therefore shall not be obligated to pay Assessments or contribute to the cost of the operation of the Association or any cost of maintenance of the Common Area.

(f) The following additional term is added to the definitions under the Declaration: "Buffer Easement" shall mean, collectively, the 5' Wall Easement, the 10' Private Wall and Landscape Easement, the 10' Private Drainage and Landscape Easement and the 20' Private Drainage and Landscape Easement as depicted upon the Ashwood East Plat, which shall be for the purpose of permitting the installation, maintenance, repair and replacement of such fence, wall or other buffer and associated landscaping and irrigation as the Developer deems appropriate.

(g) The term "Preservation Areas" shall also include those portions of the Common Area designated on the Ashwood East Plat as wetland area.

(h) All of the provisions of Section 1 of the Declaration are specifically applicable to the Lots depicted upon the Ashwood East Plat except that the minimum floor area with respect to each single-family dwelling constructed on Lots depicted upon the Ashwood East Plat shall contain a minimum floor area of 1,700 square feet of air conditioned living area exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports. Dwellings constructed on Lots 11 through 17 as reflected on Ashwood West Plat and Lots 21 through 28 as reflected on Ashwood East Plat shall not have a gabled roof or gables of any kind on the back, rear of the dwelling facing Pipkin Road.

(i) In addition to the obligations of the Association as reflected in Section 9 of the Declaration, the Association shall maintain, repair and replace such fence, wall or other buffer now existing or hereafter located in the Buffer Easement and shall maintain, irrigate, fertilize and replace any landscape plants now or hereafter existing in the Buffer Easement; shall pay all electric bills for operation of any lighting for entrance signs or other lighting at the entrance of the Subdivision and for all electric bills for street lighting, which is not included within a street lighting district or until a

street lighting district is established to pay electric bills with respect to street lights in the Subdivision.

(j) Section 12 of the Declaration is amended to provide that any satellite dish must be located on or at the rear of the dwelling.

(k) With respect to Section 16 of the Declaration, chain link fences may be either green vinyl coated or black vinyl coated.

(l) The following additional provision is added to Section 20 of the Declaration, but shall only be applicable with respect to Lots depicted upon the Ashwood East Plat: "No basketball hoop and backboard, swing set, sandbox, children's pool, gym set, trampoline or like apparatus shall be allowed outside any dwelling unit unless out of view from the street and the rear of the Lot and used in such manner so as not to create a nuisance for any neighbor."

(m) The reservation by the Developer in Section 28(f) of the Declaration is deleted.

In all other respects, the Declaration remains in full force and effect and unamended.

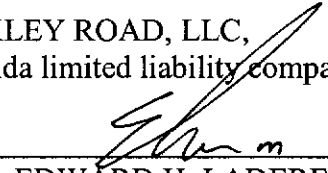
SIGNED by the Developer as of the date first above written.

Signed in the presence of the following two witnesses:

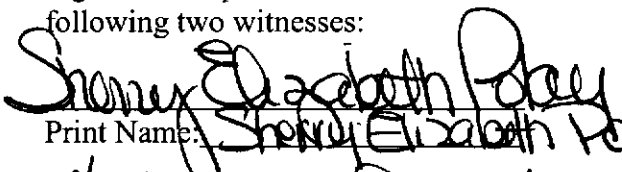

Print Name: Luke Markham

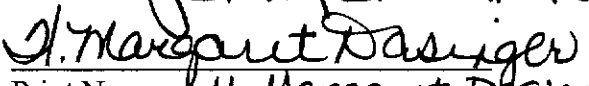

Print Name: Melissa Steele

BERKLEY ROAD, LLC,
a Florida limited liability company

By: 
EDWARD H. LADERER, JR.,
Manager

Signed in the presence of the following two witnesses:


Print Name: Sherry Elizabeth Polay

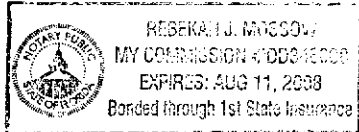

Print Name: H. Margaret Dasinger

By: 
L. K. HOFFMAN,
Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of December, 2006, by Edward H. Laderer, Jr., as Manager of Berkley Road, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me.

(AFFIX NOTARY SEAL)

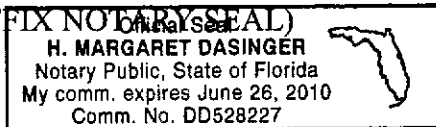


Rebekah J. Mossow
NOTARY PUBLIC, State at Large
REBEKAH J. MOSSOW
(Type or print name of Notary)
My commission expires: 8-11-08

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of December, 2006, by L. K. Hoffman as Manager of Berkley Road, LLC, a Florida limited liability company, on behalf of such company, who is personally known to me.

(AFFIX NOTARY SEAL)



H. Margaret Dasinger
NOTARY PUBLIC, State at Large
H. Margaret Dasinger
(Type or print name of Notary)
My commission expires: June 26, 2010

**JOINDER AND CONSENT
OF
MORTGAGEE**

WACHOVIA BANK, N.A., the holder of a Mortgage encumbering all or portions of the Subdivision, hereby joins in and consents to the provisions of the foregoing First Amendment to the Declaration of Covenants, Restrictions, Limitations, Easements and Conditions for Ashwood West and subordinates the lien of its Mortgage to the consent of the Declaration.

SIGNED this 12th day of December, 2006.

Signed in the presence of the following two witnesses:

Claire Erick
Print Name: Claire Erick

Pam Palmer
Print Name: Pam Palmer

WACHOVIA BANK, N.A.

By: Darci Morris
Print Name: Darci Morris
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ~~POLE~~ Hillsborough

The foregoing instrument was acknowledged before me this 12th day of December, 2006, by Darci L. Morris, as Vice President, of Wachovia Bank, N.A., a national banking association, who is personally known to me or who produced _____ as identification.

(AFFIX NOTARY SEAL)

Lucy Rodriguez
NOTARY PUBLIC, State at Large
Lucy Rodriguez
(Type or print name of Notary)
My commission expires: Aug 8, 2008



Lucy Rodriguez
My Commission DD343480
Expires August 03, 2008