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**FIRST AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS FOR
PRESTWICK TOWNHOMES AT PLANTATION BAY**
(Section 2E-V, Unit 1)

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRESTWICK TOWNHOMES AT PLANTATION BAY (Section 2E-V, Unit 1 ("First Amendment")) is made effective September 30th, 2011 by PRESTWICK TOWNHOMES AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

Recitals:

A. The Declaration of Covenants and Restrictions for Prestwick Townhomes at Plantation Bay is recorded in Official Records Book 5313, at Page 2762 and the Supplemental Declaration of Covenants and Restrictions for Prestwick Townhomes at Plantation Bay is recorded in Official Records Book 5770, at Page 4040, all of the public records of Volusia County, Florida (collectively the "Declaration").

B. Pursuant to Section 13.5 of the Declaration, Owners holding not less than two thirds (2/3) of the total votes of the Association have agreed to amend the Declaration as more particularly set forth herein.

NOW THEREFORE, the Declaration is amended as follows:

1. All capitalized terms contained in this First Amendment shall have the same meanings as such terms are defined in the Declaration.

2. Article VI, Property Rights and Use Restrictions, is hereby amended as follows, all other provision is Article VI not amended herein shall remain unchanged and as contained in the Declaration:

Section 6.2 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot ~~without the prior written consent of the Developer.~~

Section 6.4 **Antenna.** The installation of all aerials, antennae, or satellite dishes shall be subject to the approval of the ~~Developer~~ Architectural Review Board (as set forth in Article X) in accordance with architectural criteria imposed by the ~~Developer~~ or the Association from time to time and applicable law.

Section 6.7 **Trees.** No tree or shrub, ~~the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground,~~ shall be cut down, destroyed, or removed from a Lot without the prior express written consent of the ~~Developer~~ Architectural Review Board.

Section 6.8 **Artificial Vegetation.** No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, ~~unless approved by the Developer.~~

Section 6.9 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer or Architectural Review Board.

Section 6.10 **Lighting.** No exterior lighting shall be permitted that alters the residential character of the Subdivision, without the prior written approval of the ~~Association~~ Architectural Review Board.

Section 6.11 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when ~~outside the boundaries of the Owner's Lot~~ outdoors. Cats should be kept indoors and not allowed to roam. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify. ~~Not more than two (2) domestic pets may be kept on any Lot, and no such domestic pet may exceed twenty five (25) pounds in weight.~~ Each Owner shall be responsible for cleaning up after such Owner's pet, including without limitation, the prompt removal of excrement from all portions of the Property.

Section 6.17 **Parking Restrictions.** ~~Unless and until the Association promulgates rules and regulations expressly authorizing the parking, storage, keeping, repair, or restoration of boats, trailers, or additional vehicles,~~ No vehicle, boat, camper, recreational vehicle, motor home, or trailer of any description may be parked, stored, kept, repaired, or restored anywhere within the Property except functional passenger automobiles, vans, motorcycles, and trucks of one-half ton capacity or less (collectively, "Permitted Vehicles"). No automobile covered by a tarp may be parked or stored on the Property. No commercial vehicle of any description shall be regularly parked within the Property. For purposes of this Section 6.17, any vehicle displaying lettering, logos, or similar evidence of commercial use shall be presumed to be a prohibited commercial vehicle. No Owner or occupant of any Lot, nor any guest or invitee of the Owner or occupant of any Lot, may regularly park a Permitted Vehicle anywhere within the Property except within the driveway or the pull-off parking space constructed on Lots as a part of the Work. The foregoing shall not be deemed to prohibit guests or invitees of an Owner or occupant of a Lot from parking in the streets located on the Property while visiting such Owner or occupant, provided that normal traffic flow is not impeded and no overnight parking is permitted. ~~and provided that no parking in such streets shall be permitted between the hours of 10:00 p.m. and 7:00a.m.~~ The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this paragraph prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within 48 hours

Section 6.18 **Unit and Lot Restrictions.** Following completion of the Work, an Owner may not cause or permit any alteration or modification to be made to the structural components, roof, or exterior appearance of his Unit (except as authorized or required by this Declaration), including without limitation, the installation of window air conditioners, nor make any additions to the exterior of his Unit without the prior written approval of the ~~Association~~ Architectural Review Board, except that an Owner shall replace broken windows and doors with windows or doors of the same style and equal or greater quality as originally installed as part of the Work. Since the routine landscaping maintenance for the Lot shall be the responsibility of the Association, no material modifications shall be made to the landscaping plan established by the

Developer without the prior written approval of the Association Architectural Review Board.

Section 6.24 **Rubbish.** Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within the Property, except inside the Unit on each Lot, ~~or in sanitary containers concealed from view, and in accordance with the Association's rules and regulations, if any.~~

3. Article VIII Covenants For Assessments is hereby amended as follows, all other provision is Article VIII not amended herein shall remain unchanged and as contained in the Declaration:

~~Section 8.12 **Capitalization of Association.** Upon acquisition of record title to a Unit from Declarant, each Owner acquiring such Unit shall contribute to the capital of the Association an amount equal to up to one half(1/2) of the amount of the total Annual Assessments attributable to such Unit, as determined by the Developer (the "Capital Contributions"). This amount shall be collected at the closing of the purchase and sale of the applicable Unit and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 8.12. All Capital Contributions disbursed to the Association shall be accounted for separately on the books and records of the Association. During the Development Period, as such term is hereafter defined, the Capital Contributions disbursed to the Association shall be used only for repairs, replacements and deferred maintenance within the Property. Subsequent to the Development, such Capital Contributions may be used by the Association for any purpose authorized or contemplated by this Declaration.~~

4. Article IX Obligations of Owners is hereby amended as follows, all other provision in Article IX not amended herein shall remain unchanged and as contained in the Declaration:

Section 9.2 **Alterations.** An Owner may not cause or permit any material alteration in the exterior appearance of such Owner's Lot and Unit, including without limitation, the color of exterior surfaces of the Unit, without the prior written approval of the Association Architectural Review Board.

5. Article X Architectural Control is hereby amended as follows, all other provisions in Article X not amended herein shall remain unchanged and as contained in the Declaration:

Section 10.1 **Architectural Review and Approval.** No landscaping, improvement, or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway, or other improvement shall be commenced, erected, placed, or maintained upon any Lot or Building Site, or upon the Common Area, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications, and location of the same have been submitted to, and approved in writing by, the ~~Developer or the Developer's designee~~ Architectural Review Board. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees, and other natural vegetation, and as to specific conformance with architectural criteria that may be imposed from time to time by the ~~Developer~~ Association. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the ~~Developer~~ Architectural Review Board, and no plan or specification shall be deemed approved unless a written approval is granted by the ~~Developer~~ Architectural Review Board to the Owner submitting same. The ~~Developer~~ Architectural Review Board shall approve or disapprove plans and specifications properly submitted within forty-five (45) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the ~~Developer~~ Architectural Review Board to the Owner submitting same.

Section 10.2 **Review Procedures.** The ~~Developer~~ Architectural Review Board shall have the following rights with respect to architectural review and approval conducted in accordance with this Article X:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the ~~Developer~~ Architectural Review Board that shall be applicable to all or any portions of Plantation Bay. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It

shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article X. The Developer Architectural Review Board may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer Architectural Review Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article X, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon.

~~(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.~~

~~(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article X.~~

~~(f) To assign to the Association all, or any portion, of Developer's rights of architectural review as reserved by this Article X.~~

Section 10.3 **Variance.** The Developer Architectural Review Board may authorize variances from compliance with any architectural provisions of this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer Architectural Review Board, and no such variance shall be deemed approved or otherwise implied unless and until such written evidence shall

have been delivered to the applicable Owner. If such a variance is granted, no violation of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot or Building Site and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

6. Article XIII Architectural Control is hereby amended as follows, all other provisions in Article XIII not amended herein shall remain unchanged and as contained in the Declaration:

Section 13.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule, or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the ~~Enforcement Committee (as defined below)~~ Board at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Compliance Committee: The Board of Directors shall appoint an Compliance Committee to perform the functions given it under this Section. The Compliance Committee shall consist of at least three (3) Members who are not officers, directors, or employees of the Association or the spouse, parent, child, brother, or sister of such an officer, director, or employee. The Compliance Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the ~~Enforcement~~ Compliance Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the ~~Enforcement Committee~~ Board shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: ~~Enforcement Committee~~ The Board (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum

amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

~~Section 13.3 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered that are not inconsistent with, and that do not lower standards established by, this Declaration.~~

Section 13.5 **Termination or Amendment.** The covenants, restrictions, easements, and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of ~~fifty (50)~~ thirty (30) years and shall be automatically renewed for successive ~~ten (10)~~ year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants. ~~provided, however, that so long as the Developer owns any land within the Property, or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner that does not materially and adversely affect the value of any Lot or other building parcel located within the Property.~~ Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Volusia County, Florida. For so long as there is a Class B Membership, and provided the Federal Department of Housing and Urban Development ("HUD") or the Veterans Administration ("VA") shall have insured or hold a mortgage within the Property, the following actions shall require approval of HUD and VA: annexation of additional properties, dedication of any portion of the common area, and amendment of this Declaration. In the event that a request for such approval shall be submitted to HUD and VA, the request shall be deemed approved thirty (30) days after the date of submittal of the request to HUD and VA, unless HUD or VA shall expressly disapprove the request for approval.

7. Except as specifically amended hereby, all terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Association has caused this First Amendment to be duly executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of

Margaret Hall
MARGARET HALL

Gerald E. Ellsworth
Print Name

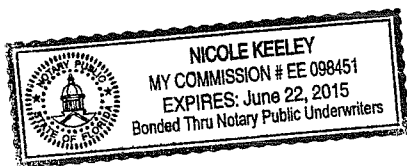
Nicole Keeley
Print Name NICOLE KEELEY

State of Florida
County of Volusia

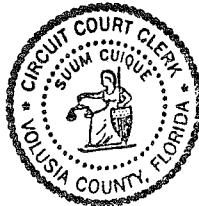
PRESTWICK TOWNHOMES AT
PLANTATION BAY PROPERTY OWNERS
ASSOCIATION, INC., A Florida not for
profit corporation

By: Gerald E. Ellsworth
Gerald E. Ellsworth, President

The foregoing instrument was acknowledged before me this 30th day of
SEPTEMBER, 2011, by GERALD E. ELLSWORTH President of PRESTWICK
TOWNHOMES AT PLANTATION BAY PROPERTY OWNERS ASSOCIATION, INC., a
Florida not for profit corporation, who is personally known to me or who produced
_____ as identification.



Nicole Keeley
Print Name NICOLE KEELEY
Notary Public
State of Florida at Large
Commission # _____
My Commission Expires: _____



STATE OF FLORIDA, VOLUSIA COUNTY
I HEREBY CERTIFY the foregoing is a true copy
of the original filed in this office. This

4 day of Oct 2011
Clerk of Circuit and County Court
By [Signature]
Deputy Clerk