

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
WESTFIELD SUBDIVISION

THIS AMENDMENT to Declaration of Covenants, Conditions and Restrictions for Westfield Subdivision (hereinafter referred to as the "Amendment") is dated as of this seventh (7th) day of January, 2008, by the undersigned.

WITNESSETH

WHEREAS, Westfield of Vero Development Company (the "Developer") created a single family subdivision in Indian River County, Florida generally known as Westfield Subdivision according to the plat thereof as recorded in Plat Book 22, Pages 40 through 43, Public Records of Indian River County, Florida (the "Subdivision"); and

WHEREAS, the Developer encumbered the property within the Subdivision with that certain Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 2120, Page 560, Public Records of Indian River County, Florida, as subsequently amended, (the Declaration"); and

WHEREAS, pursuant to Article VIII of the Declaration, the Declaration may be amended by the Developer at any time prior to the Turnover Date, which date has not yet occurred; and

WHEREAS, Developer wishes to amend the Declaration as hereinafter set forth.

NOW THEREFORE, the undersigned Developer does hereby amend the Declaration as follows:

1. Article I, Section 1, is hereby amended to replace the first sentence of said Section 1 with the following sentence:

The Association is organized for the purpose of providing common services to the Lot Owners; owning and maintaining landscaping and lighting in the Common Areas; maintaining lawns on the Lots as hereinafter set forth; maintaining the drainage easements, Common Areas, surface water and/or stormwater management systems; providing enforcement of these covenants and restrictions; and engaging in activities for the mutual benefit of the Owners.

1895869
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 2233 PG:710, Page 1 of 5
01/08/2008 at 02:06 PM,

JEFFREY K BARTON, CLERK OF
COURT

2. Article III, Section 9 (a), is hereby replaced in its entirety with the following:

(a) Hedges, shrubs, vines, trees and plantings of any type (collectively "Plants") on each Lot shall be trimmed at regular intervals by the Lot Owner so as to maintain the same in a neat and attractive manner. Plants which die shall be promptly removed and replaced by the Lot Owner at his expense. The Association shall cut/mow, edge and fertilize the grassed lawn ("Lawn") within the yard of each Lot. This service to be performed by the Association shall not, include any pest control, weeding, maintenance of Plants or Plant beds, replacement of dead or damaged grass or Plants, nor include maintenance, repair or replacement of the irrigation system and its components (including but not limited to pipes, pumps, timers and sprinkler heads), which shall be solely the responsibility of the Lot Owner. Prior to installing any grass or Plants on the Lot, the Lot Owner must first obtain the prior approval of the Committee as to the location of such installation so that there will be no interference with the Association's Lawn maintenance obligations set forth herein. The Association shall have no obligation to maintain a Lawn that is covered or blocked in any fashion by furniture, recreational equipment or any other objects. Pets shall be kept indoors during Lawn maintenance to avoid interference or danger to those providers performing the Lawn maintenance services. The Association shall have no obligation to maintain the portion of any Lawn that is inaccessible including inaccessible fenced areas. Gates must be of sufficient width to accommodate customary professional Lawn service equipment. The Board of Directors of the Association may from time to time: (i) establish reasonable standards for the scope of the Lawn maintenance services to be provided on the Lots; (ii) select providers to perform those services; and (iii) determine the schedules by which such services shall be performed.

3. Article III, Section 9 (d), is hereby replaced in its entirety with the following:

(d) All Lot Owners owning Lots adjoining Common Areas shall be required to install grass or to landscape to the edge of the water or vegetation located in that Common Area, and to maintain any Plants the Lot Owner installs, regardless of where the exact boundary line lies between the Lot and the Common Areas.

4. Article IV, Section 12, is hereby added as follows:

Section 12. Indemnification of Developer.

Unless resulting from the gross negligence or willful misconduct of the Developer, the Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Developer, its officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages: (i) arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners; (ii) arising from the breach or violation of the conditions or terms of any governmental regulatory permits/licenses/approvals applicable to the Subdivision or easements applicable to the Subdivision; together with all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all pre-trial, trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto.

5. Article V, Section 5, introductory sentence is hereby replaced in its entirety with the following:

Until January 1, 2007, the annual assessment for each Lot shall be \$300.00 plus each Lot's equal pro-rata share of the Lawn maintenance expenses of the Association. However, that portion of the annual assessment attributable to Lawn maintenance expenses shall be paid for by Lot Owners on a monthly, not annual, basis unless the payment schedule is hereafter modified by the Board of Directors.

6. Article VII, Section 4, is hereby replaced in its entirety with the following:

Section 4. Maintenance Easements.

The Developer and the Association reserve an easement within all designated drainage and utility easements in, on, over and upon each Lot for the sole purpose of preserving, maintaining or improving the Common Areas; and reserves an easement over those portions of each Lot not encumbered by a residence, pool or other such structure for the purpose of Lawn maintenance.

IN WITNESS WHEREOF, the Developer has executed this Amendment as of the day and year first set forth above.

WESTFIELD OF VERO
DEVELOPMENT COMPANY, a
Florida Corporation

Signed, sealed and delivered in the presence of

Leigh Stewart
Witness

Print Name: Leigh Stewart

William Alcock
Witness

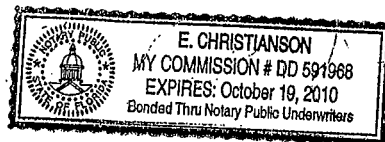
Print Name: William Alcock

BY: Roy J. Pence
Roy J. Pence, as its President

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7th day of JAN, 2008 by Roy J. Pence, as President of Westfield of Vero Development Company, a Florida Corporation, on behalf of said corporation ☒ who personally known by me, or ☐ who has produced a Florida driver's license as identification.

E. CHRISTIANSON
Notary Public
Print Name: E. CHRISTIANSON
Commission Expires: 10/19/2010



The foregoing Amendment is hereby joined in and consented to by the undersigned Association.

Signed, sealed and delivered in the presence of

WESTFIELD OF VERO
HOMEOWNERS ASSOCIATION, INC.
a Florida Non Profit Corporation

Jan Pence
Witness

Print Name: Jan Pence

BY: [Signature]
Roy J. Pence, as its President

Leigh Stewart
Witness

Print Name: Leigh Stewart

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 7th day of JAN, 2008 by Roy J. Pence, as President of Westfield of Vero Homeowners Association, Inc., a Florida Non Profit Corporation, on behalf of said corporation ☒ who personally known by me, or ☐ who has produced a Florida driver's license as identification.

[Signature]

Notary Public
Print Name: E. CHRISTIANSON
Commission Expires: 10/19/2010

S:\REAL EST\O-Drive\Westfield\AMENDMENT TO DECLARATION.doc

