

This instrument was prepared by
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POLK COUNTY
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**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR CALABAY PARC AT TOWER LAKE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made and executed as of the 15th day March, 2006, by **Wescott - Tower Lake, LLC**, a Florida limited liability company, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, the *Declaration of Covenants, Conditions and Restrictions for Calabay Parc at Tower Lake* was recorded in Official Records Book 6077, Page 1201, of the Public Records of Polk County, Florida (hereinafter the "Declaration"); and,

WHEREAS, pursuant to Section 11.5 of Article XI of the Declaration, the Declareant reserves the right to amend the Declaration and presently controls the Association.

NOW, THEREFORE, Sections 5.1, 5.4, 5.5, 5.6, 5.7, and 5.10 of Article V are hereby amended to read as follows:

Section 5.1 **Creation of the Lien and Personal Obligation of Assessments.**
The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual, special and other assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date when the assessment became due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor; provided, however, in no event shall assumption by a successor relieve the former Owner of any personal liability arising hereunder. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment. The liability of assessments may not be avoided by waiver of the use or enjoyment of the Common Area or other

DELETION INDICATED BY STRIKE-OUT - NEW TEXT INDICATED BY UNDERLINE

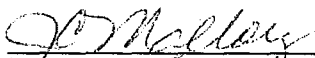
initiation assessment shall neither apply to, nor be otherwise collectible from, subsequent conveyances of a Lot to a subsequent Owner. As used herein, the term "Builder" shall mean the Declarant or any party who has contracted to purchase three (3) or more Lots in **Calabay Parc at Tower Lake** for the purpose of constructing homes for third-party purchasers. At the time of payment of the initiation assessment provided herein, the Owner shall likewise pay to the Association that portion of the Annual Assessment provided in Section 5.3 prorated from the date of purchase through the end of the then current calendar year.

Section 5.10 **Effect on Nonpayment of Assessments; Remedies of the Association.** If any assessment is not paid on the date due as determined in the manner provided in this Article V, then such assessment shall become delinquent and shall, together with accrued and accruing interest and costs of collection as herein provided, become due and payable and be a continuing lien on such Lot which shall bind such Lot and the then Owner. In addition, the Association shall have the right to charge a late fee in addition to interest as determined by the Board. The Association may record a notice of lien for delinquent assessments in the Public Records of Polk County, Florida, and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments, interest and costs of collection accruing thereafter until satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed under the State of Florida, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, there being added to the amount of such assessment interest at the aforesaid rate and all costs of collection, including reasonable attorneys' fees incurred in connection therewith whether or not a lawsuit is brought, as well as at trial, and any bankruptcy proceeding and all appellate levels.

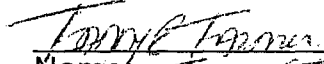
IN WITNESS WHEREOF, the Declarant has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:


WESCOTT - TOWER LAKE, LLC, a
Florida limited liability company

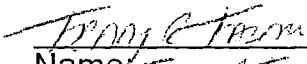

Name: J. M. Kelly

By: 
Joseph Kantor, Managing Member


Name: Tracy E. Freeman

By: 
Moshe Ziv, Managing Member


Name: J. M. Kelly


Name: Tracy E. Freeman

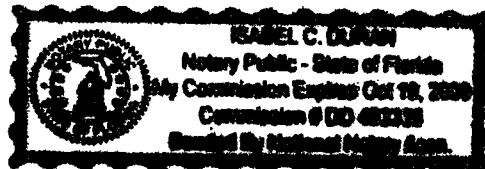
DELETION INDICATED BY STRIKE-OUT - NEW TEXT INDICATED BY UNDERLINE

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing *First Amendment to Declaration of Covenants, Conditions and Restrictions* was acknowledged before me this 6 day of March, 2006, by Joseph Kantor, as a Managing Member of **Wescott - Tower Lake, LLC**, a Florida limited liability company, who is personally known to me.

Isabel C. Duran

Notary Public, State of Florida



FLORIDA
STATE OF ~~NEW YORK~~
COUNTY OF ORANGE

The foregoing *First Amendment to Declaration of Covenants, Conditions and Restrictions* was acknowledged before me this 6 day of MARCH, 2006, by **Moshe Ziv**, as a Managing Member of **Wescott - Tower Lake, LLC**, a Florida limited liability company, who is personally known to me.

Isabel C. Duran

Notary Public, State of ~~New York~~ FLORIDA

