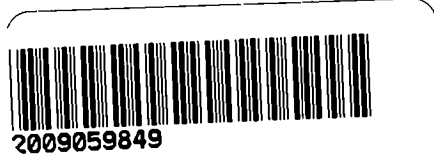


WJ

Prepared by and Return to:
Richard A. Schlosser, Esq.
Brickleyer Smolker & Bolves, P.A.
500 East Kennedy Blvd., Suite 200
Tampa, Florida 33602
File 14455



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2009059849 3 PGS
2009 MAY 19 02:24 PM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#1164767

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
THE TOWNS AT LAKESIDE**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions of The Towns at Lakeside is made as of this 12th day of January, 2009, by STANDARD PACIFIC OF SOUTHWEST FLORIDA, f/k/a WESTFIELD HOMES OF SOUTHWEST FLORIDA, a Florida general partnership, whose address is 5100 W. Lemon Street, Suite 312, Tampa, Florida 33609 (hereafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions of The Towns at Lakeside dated September 28, 2004, recorded October 8, 2004 as Instrument No. 2004194831 and as amended by the First Amendment To Declaration of Covenants, Conditions and Restrictions of The Towns at Lakeside dated September 6, 2005, recorded September 7, 2005 as Instrument No. 2005200618, on the public records of Sarasota County, Florida (collectively the "Declaration"), which Declaration affects certain real property more particularly described on Exhibit "A" attached to the Declaration known as The Towns at Lakeside (the "Property"); capitalized terms used herein have the same meanings as defined in the Declaration; and

WHEREAS, Declarant desires to amend the Declaration as provided herein to correct two scrivener's errors therein; and

WHEREAS, Declarant has the authority to execute this Second Amendment pursuant to the provisions of Section 5, Article III of the Declaration;

NOW THEREFORE, Declarant hereby amends the Declaration as follows:

1. **Recitals.** The recitals contained herein are acknowledged as being true and correct and are incorporated herein by reference.

2. **Amendments.**

a. Section 4 of Article IV of the Declaration is hereby deleted in its entirety, shall no longer have any force or effect, and is hereby replaced with the following:

Section 4. Minimum Lot Size. The minimum lot size shall be 1,575 square feet, or 17.00 feet wide by 92.70 feet deep. No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot will be used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant.

b. Section 16, Article III is hereby deleted in its entirety, shall not longer have any force and effect, and is hereby replaced with the following:

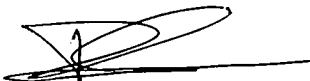
Section 16. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of members entitled to cast at least sixty-six percent (66%) of the votes described in Article VII, Section 3, outstanding constitutes a quorum.

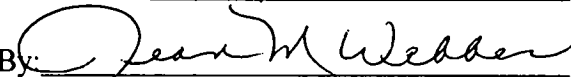
3. **Ratification.** Except as modified hereby, the Declaration remains unchanged and is hereby ratified and confirmed.

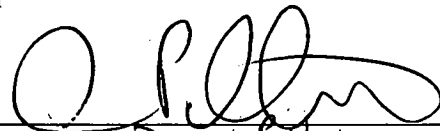
IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed, by its duly authorized general partner, the day and year first above written.

STANDARD PACIFIC OF SOUTHWEST FLORIDA, f/k/a WESTFIELD HOMES OF SOUTHWEST FLORIDA, a Florida general partnership

By: STANDARD PACIFIC OF SOUTHWEST FLORIDA GP, INC., f/k/a WESTFIELD HOMES OF SOUTHWEST FLORIDA, INC., a Delaware corporation, its managing general partner

By: 
Print Name: DANA SOLOMON

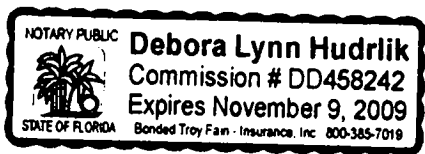
By: 
Print Name: JEAN M WEBBER

By: 
Print Name: David Felton
Its: President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of January 2009, by David Pelletz, as President of Standard Pacific of Southwest Florida GP, Inc., f/k/a Westfield Homes of Southwest Florida, Inc., a Delaware corporation, the managing general partner of Standard Pacific of Southwest Florida, f/k/a Westfield Homes of Southwest Florida, a Florida general partnership, on behalf of the corporation and the partnership. He is personally known to me or produced _____ as identification.

(NOTARIAL SEAL)



Debora Lynn Hudrlik
NOTARY PUBLIC
Print Name: Debora Lynn Hudrlik
My commission expires: 11-09-09