

PREPARED BY AND RETURN TO:
Ventana Development Company, Inc.
492 E. Eau Gallie Blvd.
Indian Harbour Beach, FL 32937



CFN 98105672

06-04-98 09:10 am

OR Book/Page: 3850 / 2631

Sandy Crawford

Clerk Of Courts, Brevard County

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ASHWOOD LAKES, PHASE 1

#Pgs: 2 #Names: 2 HC
Trust: 1.50 Rec: 9.00 Serv 0.00
Dead: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, PHASE 1, (hereinafter referred to as the "First Amendment") dated as the 29 day of MAY, 1998, by VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes, Phase 1, as described in Plat Book 44, Page(s) 3, Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Pages 3303 - 3326, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

Article VII, Section 4. Mortgage or Conveyance of Common Areas, shall be amended to read as follows:

In addition to any approvals required of the St. Johns River Water Management District, the FHA, or VA, any mortgage or conveyance of a Common Area or any portion thereof shall require the approval of at least two-thirds (2/3) of the total membership vote.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 29 day of MAY, 19 98.

Signed, sealed and delivered
in the presence of:

FORTE MACAULAY DEVELOPMENT COMPANY, INC.

Witness

BY:

HUGH M. EVANS, JR., President

Witness

STATE OF FLORIDA
COUNTY OF BREVARD

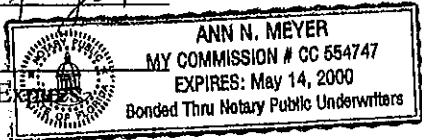
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HUGH M. EVANS, JR., as President of FORTE MACAULAY DEVELOPMENT COMPANY, INC., a Florida Corporation, to me known to be the person described in and who

executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 29 day of MAY, 1998.

Ann Meyer

Notary



CFN 98105672
OR Book/Page: 3850 / 2632

My Commission Expires _____

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the _____ day of _____, 1998.

Signed, sealed and delivered in the presence of:

VENTANA DEVELOPMENT COMPANY, INC.

Aurelyn Nelson

Witness

BY: *[Signature]*

TIMOTHY MCWILLIAMS., PRESIDENT

Elizabeth Cobb

Witness

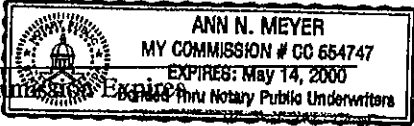
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared TIMOTHY MCWILLIAMS., as President of VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 29 day of MAY, 1998.

Ann Meyer

Notary



My Commission Expires _____

PREPARED BY AND RETURN TO
Forte Macaulay Development Co., Inc
1688 W. Hibiscus Blvd.
Melbourne, FL 32901



CFN 98142639 07-28-98 09:30 am
OR Book/Page: 3873 / 3816

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 2 #Names: 2
Trust: 1.50 Rec: 9.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 nt Tax: 0.00

SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ASHWOOD LAKES, PHASE I

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR
ASHWOOD LAKES, PHASE 1, (hereinafter referred to as the "First Amendment") dated as the 17 day of
JULY, 1998, by VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, hereinafter referred
to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes, Phase I, as described in Plat
Book 44, Page(s) 3, Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and
Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Pages 3303 - 3326, Public Records of
Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more
lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot
Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written
instrument making such changes and having the same duly recorded in the Public Records of Brevard County,
Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as
follows:

Article II, Section 5. Grading, Drainage and Floor Elevations. shall be amended to read as follows in the
first sentence of subparagraph (a):

Each Lot shall be filled and graded to elevations as defined in this document and as designed by Lee
Engineering, Inc. and as approved by the city of Rockledge.

Article II, Section 11. House Location. Shall be amended to read as follows in the first sentence:

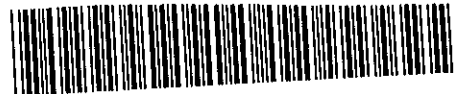
No primary building, other than that allowed by City Code, shall be located on any Lot nearer than 25 feet
to the front Lot line or nearer than 20 feet to any side street line.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be
executed in its name by its duly authorized officer, as of the 17 day of JULY, 19 98

Signed, sealed and delivered
in the presence of:

FORTE MACAULAY DEVELOPMENT COMPANY, INC.

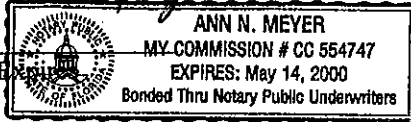
Laurie Passero BY: [Signature]
Witness HUGH M. EVANS, JR., President
Elizabeth B. Crawford
Witness



I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HUGH M. EVANS, JR., as President of FORTE MACAULAY DEVELOPMENT COMPANY, INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 17 day of JULY, 1998.

Ann N. Meyer
Notary



My Commission Expires

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the _____ day of _____, 1998.

Signed, sealed and delivered
in the presence of
[Signature]
Witness
[Signature]
Witness

VENTANA DEVELOPMENT COMPANY, INC.

BY: *[Signature]*
TIMOTHY MCWILLIAMS., PRESIDENT

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared TIMOTHY MCWILLIAMS., as President of VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 17 day of JULY, 1998.

Ann N. Meyer
Notary



My Commission Expires

PREPARED BY AND RETURN TO:
Forte Macaulay Development Co., Inc.
1688 W. Hibiscus Blvd.
Melbourne, FL 32901



CFN 98155171 08-12-98 01:08 pm
OR Book/Page: 3882 / 1307

THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
ASHWOOD LAKES, PHASE 1

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, PHASE 1, (hereinafter referred to as the "First Amendment") dated as the 7 day of AUGUST, 1998, by VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes, Phase 1, as described in Plat Book 44, Page(s) 3, Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Pages 3303 - 3326, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

Article I, Section 2. Lot Owner Membership. shall be amended to read as follows in the second sentence of the first paragraph:

There shall be a one-time initiation fee of Two Hundred Dollars (\$200.00) per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 7 day of AUGUST, 1998.

Signed, sealed and delivered
in the presence of:

FORTE MACAULAY DEVELOPMENT COMPANY, INC.

Elizabeth A. Kennedy
Witness

BY:

[Signature]
HUGH M. EVANS, JR., President

Laura P. Pascoe
Witness

Sandy Crawford

Clerk Of Courts, Brevard County

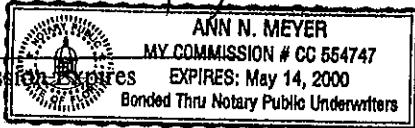
#Pgs: 2 #Names: 2
Trust: 1.50 Rec: 9.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
nt Tax: 0.00

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HUGH M. EVANS, JR., as President of FORTE MACAULAY DEVELOPMENT COMPANY, INC., a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 7 day of AUGUST, 1998.

Ann N. Meyer
Notary



Notary

My Commission Expires

MY COMMISSION # CC 554747

EXPIRES: May 14, 2000

Bonded Thru Notary Public Underwriters

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 10 day of AUGUST, 1998.

Signed, sealed and delivered
in the presence of:

VENTANA DEVELOPMENT COMPANY, INC.

By [Signature]
Witness

BY:

[Signature]
TIMOTHY MCWILLIAMS., PRESIDENT

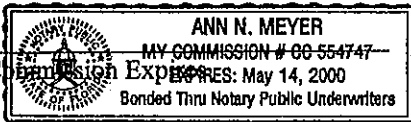
[Signature]
Witness

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared TIMOTHY MCWILLIAMS., as President of VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 10 day of AUGUST, 1998.

Ann N. Meyer
Notary



Notary

My Commission Expires

ANN N. MEYER

MY COMMISSION # CC 554747

EXPIRES: May 14, 2000

Bonded Thru Notary Public Underwriters



FN 98155171

IR Book/Page: 3882 / 1308



CFN:99090853 05-05-99 03:41 pm
OR Book/Page: 4006 / 2750

HC 4th Amendment

PREPARED BY AND RETURN TO:
Forte Macaulay Development Company, Inc.
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 3
Trust: 2.00 Rec: 13.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASHWOOD LAKES

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, (hereinafter referred to as the "Amendment") dated as the _____ day of _____, 1999, by **FORTE MACAULAY DEVELOPMENT COMPANY, INC.**, a Florida corporation, and **VENTANA DEVELOPMENT COMPANY, INC.** a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page(s) 3, Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. Article II, Section 11. House Location shall be amended to read as follows:

No primary building, other than that allowed by the City Code, shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 20 feet to any side street line. No building shall be located nearer than 7.5 feet to an interior Lot, or nearer than 15 feet to the rear Lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot or easement. If there is any conflict between this covenant and the zoning regulations of the proper governing authority, said zoning regulations shall apply.

2. Article II, Section 13. Street Address Numbers and Mail Boxes shall be amended to read as follows:

Street Address Numbers.

The location, type and color of street address numbers shall be as uniform as possible on each residence as determined by the Declarant. Cluster mail boxes for all residents will be provided and located by the United States Postal Service. All street address numbers are requires to be installed by the Builder prior to the occupancy of each residence.



CFN:99090853

OR Book/Page: 4006 / 2751

3. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 22 day of April, 1999.

Signed, sealed and delivered in the presence of:

Bonnie L. Kennedy

Witness
Bonnie L. Kennedy
Print Witness Name

Ann Meyer
Witness
ANN N. MEYER
Print Witness Name

FORTE MACAULAY DEVELOPMENT COMPANY, INC., a Florida corporation

By: [Signature]
HUGH M. EVANS, JR., President



CFN:99090853

OR Book/Page: 4006 / 2752

Signed, sealed and delivered in the presence of:

Reg Utecht

Witness
Reg Utecht
Print Witness Name

Gail Biddix
Witness
GAIL BIDDIX
Print Witness Name

VENTANNA DEVELOPMENT COMPANY, INC., a Florida corporation

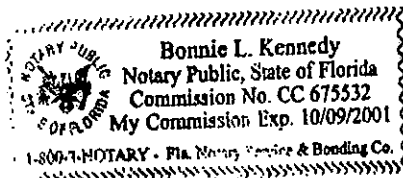
[Signature]
TIMOTHY McWILLIAMS, as President

**STATE OF FLORIDA
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.** as President of **FORTE MACAULAY DEVELOPMENT COMPANY, INC.** a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 27 day of April, 1999.

Bonnie L. Kennedy
Notary
Bonnie L. Kennedy
Print Notary Name
My Commission Expires



STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **TIMOTHY McWILLIAMS**, as President of **VENTANA DEVELOPMENT COMPANY, INC.** a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 22 day of April, 1999.

Gail Biddix

Notary

GAIL BIDDIX

Print Notary Name

My Commission Expires



Gail Biddix
MY COMMISSION # CC549699 EXPIRES
June 20, 2000
BONDED THRU TROY FAIR INSURANCE, INC.



CFN:99136358 07-08-99 10:13 am
OR Book/Page: 4036 / 0455

PREPARED BY AND RETURN TO: *ELC*
Forte Macaulay Development Company, Inc.
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 4 #Names: 3
Trust: 2.50 Rec: 17.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

**FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ASHWOOD LAKES**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, (hereinafter referred to as the "Amendment") dated as the 24th day of May, 1999, by FORTE MACAULAY DEVELOPMENT COMPANY, INC., a Florida corporation, and VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page(s) 3, Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, and all amendments thereto, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida; and

WHEREAS, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. The heading and introduction paragraph of that certain Amendment recorded in Official Records Book 4006, Page 2750, shall be amended to read "Fourth Amendment to Declaration of Covenants and Restrictions for Ashwood Lakes, Phase 1" in place of "Second Amendment to Declaration of Covenants and Restrictions for Ashwood Lakes, Phase 1".
2. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

ASHWOOD LAKES SUBDIVISION PHASES TWO AND THREE
Section 22 Township 25 South, Range 36 East
City of Rockledge, Brevard County, Florida

according to the Plat thereof as recorded in Plat Book _____, Page(s) _____, Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

3. Article II, Section 8. Exterior Covering, Siding and Paint of the Declaration shall be amended by adding the following sentence to the end of the first paragraph of this Section:

Painting of driveways is prohibited.

4. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 24th day of May, 1999.

Signed, sealed and delivered
in the presence of:

Elizabeth C. Kennedy
Witness

Elizabeth E. Kennedy
Print Witness Name

Ann N. Meyer
Witness

ANN N. MEYER
Print Witness Name

FORTE MACADLAY DEVELOPMENT
COMPANY, INC., a Florida corporation

By: [Signature]
HUGH M. EVANS, JR., President



CFN:99136358
OR Book/Page: 4036 / 0456

Signed, sealed and delivered
In the presence of:

Gregory T. Wood
Witness

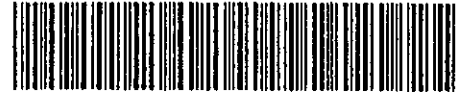
Gregory T. Wood
Print Witness Name

Elizabeth C. Kennedy
Witness

Elizabeth E. Kennedy
Print Witness Name

VENTANNA DEVELOPMENT
COMPANY, INC., a Florida corporation

[Signature]
TIMOTHY McWILLIAMS, as President



CFN:99136358

OR Book/Page: 4036 / 0457

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared HUGH M. EVANS, JR, as President of FORTE MACAULAY DEVELOPMENT COMPANY, INC. a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 24 day of MAY, 1999.

Ann N. Meyer
Notary

Print Notary Name
My Commission Expires



STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared TIMOTHY McWILLIAMS, as President of VENTANA DEVELOPMENT COMPANY, INC. a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 24 day of May, 1999.

Gail Biddix
Notary

GAIL BIDDIX
Print Notary Name
My Commission Expires



Gail Biddix
MY COMMISSION # CC549899 EXPIRES
June 20, 2000
BONDED THRU TROY FAIR INSURANCE, INC.



CFN:2000047680 03-22-2000 03:01 pm

OR Book/Page: 4137 / 2809

PREPARED BY AND RETURN TO: *ASH*
Forte Macaulay Development Company, Ir
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 3	#Names: 2	
Trust: 2.00	Rec: 13.00	Serv: 0.00
Deed: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

6th

**SEVENTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ASHWOOD LAKES**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, (hereinafter referred to as the "Amendment") dated as the 20 day of March, 2000, by **FORTE MACAULAY DEVELOPMENT COMPANY, INC.**, a Florida corporation, and **VENTANA DEVELOPMENT COMPANY, INC.** a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page(s) 3, Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, Public Records of Brevard County, Florida, and all amendments thereto, (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. The following Section 32. is added to Article III, GENERAL RESTRICTIONS -- USE AND OCCUPANCY as follows:

Section 32. Lot Subject to Ventana Deed Restrictions. Lot 212, Phase 2, as indicated and recorded on the Plat of Ashwood Lakes Phases Two, recorded in Plat Book 45, Page 1, Public Records of Brevard County, Florida, is hereby released from any and all deed restrictions of Ashwood Lakes, as recorded in Official Records Book 3840, Page 3303, and all amendments thereto, and said Lot 212 shall be subject to the covenants and conditions of the Declaration of Covenants, Restrictions and Easements for Ventana as recorded in Official Records Book 3461, Page 1665, Public Records of Brevard County, Florida.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 20 day of March, 2000.

Signed, sealed and delivered
in the presence of:

**FORTE MACAULAY DEVELOPMENT
COMPANY, INC.**, a Florida corporation

Bonnie L. Kennedy
Witness

By: [Signature]
HUGH M. EVANS, JR., President

Bonnie L. Kennedy
Print Witness Name

[Signature]
Witness

Gregory T. Wood
Print Witness Name

Signed, sealed and delivered
In the presence of:

**VENTANA DEVELOPMENT
COMPANY, INC.**, a Florida corporation

[Signature]
Witness

[Signature]
TIMOTHY McWILLIAMS, as President

Gregory T. Wood
Print Witness Name

Kathleen Y. Howell
Witness

KATHLEEN Y. HOWELL
Print Witness Name



CFN:2000047680
OR Book/Page: 4137 / 2810

STATE OF FLORIDA
COUNTY OF BREVARD



CFN:2000047680
OR Book/Page: 4137 / 2811

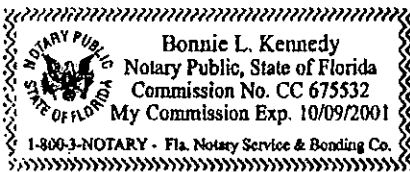
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR**, as President of **FORTE MACAULAY DEVELOPMENT COMPANY, INC.** a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 20 day of March, ~~1999~~ ²⁰⁰⁰.

Bonnie L. Kennedy
Notary

Bonnie L. Kennedy
Print Notary Name

My Commission Expires



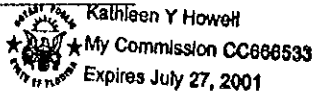
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **TIMOTHY McWILLIAMS**, as President of **VENTANA DEVELOPMENT COMPANY, INC.** a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 20th day of MARCH, ~~1999~~ ²⁰⁰⁰.

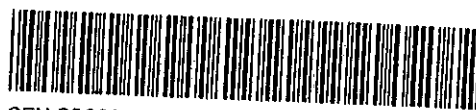
Kathleen Y. Howell
Notary

Print Notary Name
My Commission Expires



H.C. Fallace Associates
PREPARED BY AND RETURN TO:
ROBERT W. WATTWOOD, ESQ.
O'Brien, Riemenschneider, Kancilla & Lemonidis, P.A.
1686 W. Hibiscus Blvd.
Melbourne, Florida 32901

Pool & Rec.



CFN 2000090158 05-16-2000 03:33 pm
OR Book/Page: 4164 / 1523

**SEVENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ASHWOOD LAKES**

This Seventh Amendment to Declaration of Covenants, Conditions and Restrictions for Ashwood Lakes (the "Seventh Amendment") is made as of the 16 day of May, 2000, by Forte Macaulay Development Co. and Ventana Development Company, Inc. (collectively the "Declarant" or "Developer").

WITNESSETH:

WHEREAS, Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page 3, Plat Book 45, Page 1, and Plat Book 45, Page 2, all of the Public Records of Brevard County, Florida (the "Subdivision"); and

WHEREAS, the Subdivision was made subject to that certain Declaration of Covenants, Conditions and Restrictions for Ashwood Lakes as recorded in Official Records Book 3840, Page 3303, Public Records of Brevard County, Florida, as subsequently amended (the "Declaration"); and

WHEREAS, Developer currently owns and holds lots within the Subdivision and in excess of two thirds (2/3rds) of the total membership votes in Ashwood Homeowners Association of Brevard, Inc. (the "Association"); and

WHEREAS, Developer wishes to amend the Declaration and has the power and authority to do so pursuant to Article VII, Section 2 of the Declaration; and

WHEREAS, Developer wishes to confirm this Seventh Amendment in writing and record same in the public records; and

WHEREAS, that certain property described in Exhibit "A" attached hereto (the "Recreational Tract") is intended for use by Association members for recreational purposes, together with usage in common with the members of the Ventana Owners Association, Inc. (the "Ventana Association"), which association governs the Ventana Subdivision located south of and adjacent to the Ashwood Lakes Subdivision; and Developer wishes to set forth in the Declaration certain terms and conditions related to the use, operation, repair and maintenance of the Recreational Tract.

S:\REALES-110-DRIVE\ASHWOOD\ASHAMEN6 WPD-4/28/00

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 7	#Names: 2
Trust: 4.00	Rec: 29.00
Doc: 0.00	Serv: 0.00
Mtg: 0.00	Excise: 0.00
	Int Tax: 0.00

NOW, THEREFORE, pursuant to Article VII, Section 2 of the Declaration, Developer hereby modifies the Declaration to add the following Article VII, General Provision, Section 7:

Section 7. Recreational Facilities.

That certain real property described in Exhibit "A" attached hereto (the "Recreational Tract") is intended for recreational usage by the members of the Association (and their guests, tenants and invitees) and by the members of the Ventana Association (and their guests, tenants and invitees). The Recreational Tract shall be conveyed by the Developer to the Ventana Association as to an undivided one half (1/2) interest and to the Association as to an undivided one half (1/2) interest and may or may not be included in a phase of this Subdivision or a phase of the Ventana Subdivision. If included in a phase of either subdivision, both the Ventana Association and the Ashwood Lakes Association agree to execute any plat joinder or other documents necessary to effectuate inclusion of the Recreational Tract in such plat. The Recreational Tract shall contain a pool and bathhouse (the "Pool Facilities") and may also contain other recreational amenities (the "Other Recreational Facilities"). Hereinafter, the pool, bathhouse and any other recreational facilities on the Recreational Tract shall collectively be referred to as the "Recreational Facilities".

After the conveyance from the Developer as set forth above, the Common Areas of the Ventana Association and the Ashwood Lakes Association shall each be deemed to include its designated undivided interest in the Recreational Tract and the Recreational Facilities thereon. Notwithstanding the inclusion of an undivided interest in the Recreational Tract and Recreational Facilities as part of each association's respective Common Area, all provisions contained in this Section 7 shall control over any conflicting provisions (including Common Area provisions) contained elsewhere in the Declaration or other governing documents.

* There shall be a Recreational Facilities Committee (the "Committee") established to prepare three (3) budgets: (i) the "Pool Facilities Budget" for the costs of maintaining, repairing, operating, insuring, improving, permitting and replacing the Pool Facilities (including but not limited to, repair costs, hazard insurance premiums, liability insurance premiums, maintenance, personal and real property taxes and reserves for replacement); (ii) the "Other Recreational Facilities Budget" for the costs of maintaining, repairing, operating, insuring, improving, permitting and replacing the Other Recreational Facilities (including but not limited to, repair costs, hazard insurance premiums, liability insurance premiums, maintenance and mowing fees, personal and real property taxes and reserves for replacement); and (iii) a "Recreational Facilities Budget" which shall represent the combined Pool Facilities Budget and the Other Recreational Facilities Budget. The Committee shall operate subject to Roberts Rules of Order. The committee shall consist of five (5) members, three (3) appointed by the Board of Directors of the Ashwood Lakes Association and two (2) appointed by the Board of Directors of the Ventana Association during even numbered budget years, and three (3) appointed by the Board of Directors of the Ventana Association and two (2) appointed by the



Board of Directors the Ashwood Lakes Association during odd numbered budget years. Notwithstanding the foregoing, if a developer remains in control of the board of directors for only one of the two associations, the developer controlled board shall have the continuing right to appoint the majority (three [3]) of the Committee members in both the even and odd budget years until such time as the developer no longer controls that board.

On or before January 30th of each budget year, the Committee shall submit the Recreational Facilities Budget, including the Pool Facilities Budget and the Other Recreational Facilities Budget, to the respective associations for incorporation into the overall annual budget of each association. Each Association shall pay its respective share of the Recreational Facilities Budget as set forth herein. Commencing with budget year 2000, two thirds (66.67%) percent of the entire Recreational Facilities Budget shall be included in the overall annual budget for Ashwood Lakes Association and one-third (33.33%) percent of the entire Recreational Facilities Budget shall be included in the overall annual budget for Ventana Association. Provided, however such percentages are based upon the current ratio of platted lots in the Ashwood Lakes Subdivision and the Ventana Subdivision to the total number of platted lots in both subdivisions. Every year, as of the date of the submittal of the entire Recreational Facilities Budget by the Committee, the percentage shall be adjusted to equal the then current ratio of platted lots in each subdivision to the total number of platted lots in both subdivisions. If the Recreational Facilities Budget is not approved by both Associations, then one hundred ten (110%) percent of the Recreational Facilities Budget for the preceding year (one hundred and ten (110%) percent of the Pool Facilities Budget and one hundred ten (110%) percent of the Other Recreational Facilities Budget) shall be deemed the approved Recreational Facilities Budget for the succeeding budget year and incorporated into the overall annual budgets of the respective associations for the next year. Notwithstanding the foregoing, the Recreational Facilities Budget may not be increased in excess of ten (10%) percent per year, cumulative, without the written consent of the developer of each subdivision. Any surplus funds collected pursuant to the Recreational Facilities Budget shall be used to reduce the Recreational Facilities Budget for the succeeding budget year, or set aside as reserves for Recreational Facilities.

Assessments for Recreational Facilities shall be paid by the individual lot owners (subject to developer exemptions under those circumstances permitted in the respective subdivision declarations) as part of the regular and special (if applicable) assessment scheme set forth in the respective declarations of the two subdivisions.

Each association shall pay its share of the Recreational Facilities budgeted assessments into a checking/money market account (or other mutually acceptable account) held by the Ashwood Lakes Association but separate and apart from its regular assessment account. Such payments will be made by March 1st of each year by each association notwithstanding any assessment payment schedule established by an association permitting members to pay on a monthly, quarterly or annual basis. Ashwood Lakes Association shall have a fiduciary obligation to in good faith issue checks to creditors for Recreational Facilities expenses incurred and account for all expenditures. An authorized officer or agent from each association shall



execute contracts for repairs, maintenance, improvements, replacements and other such operational contracts applicable to the Recreational Facilities (except in emergency situations when only one signature will be required). The Recreational Facilities shall be managed by a Community Association Manager or by other management personnel who must be approved by the developer of each subdivision so long as such developer owns a lot in its respective subdivision.

The Ashwood Lakes Association does hereby waive any and all rights of partition with respect to the Recreational Tract and does hereby acknowledge that the Ventana Association and its developer are intended third party beneficiaries to the provisions contained in this Amendment and shall have the right to enforce these provisions.

Each association is hereby contractually bound to the other to levy and collect its share of the Recreational Facilities Budget and to timely pay its share of those assessments. Failure of either association to levy, collect and pay its share of the Recreational Facilities Budget shall constitute a breach of this contractual agreement. In any action to enforce the terms of this agreement, the prevailing association shall be entitled to recovery of its attorneys' fees and costs, including fees and costs incurred on any appeal, from the non-prevailing association. Neither association may amend the provisions of this section of its Declaration without the approval of the other association, notwithstanding any other provisions contained in the Declaration which purports to permit amendment of the Declaration upon approval of some percentage of the membership votes. However, the developers of each subdivision may mutually amend this section pursuant to their amendment rights contained in their respective Declarations.

All Lot Owners shall use the Recreational Facilities only in accordance with the terms of the rules and regulations initially adopted by the developers of both subdivisions as revised from time to time by the developers or, after turnover, by the Committee. Any amendments to the rules and regulations by the Committee shall require the approval of not less than four Committee members. The rules and regulations may restrict the time of use, provide for the reservation of certain facilities, and provide limitations on use of the Recreational Facilities by a member's guests and tenants. No Lot Owner will be entitled to any rebate or reduction in his assessments on account of any such restrictions imposed on the use of the Recreational Facilities. The developers of both subdivisions, for themselves and their successors and assigns and their guests or invitees, hereby specifically reserve unto themselves an easement upon and the right, privilege and license of using any or all of the Recreational Facilities and the Recreational Tract in connection with and in support of any operations and activities conducted upon the Recreational Tract or in the respective subdivisions. The developers and their authorized agents, representatives, guests and invitees, so long as the developers own a lot in their respective subdivisions, may not be denied access to the Recreational Tract and Recreational Facilities for use in conjunction with any sales, marketing and administrative activities, including social events and parties on the Recreational Tract and Recreational Facilities.

If any Lot Owner or guest, tenant, licensee, agent, employee, family member or pet of a



Lot Owner damages the Recreational Facilities as a result of an intentional act, negligence or misuse, that Owner hereby authorizes such damages to be repaired, and the cost of such repair will be the responsibility of that Owner and will become an additional assessment against that Lot Owner.

The Developer and the Association shall have the right to suspend the right of any Lot Owner (his tenants, guests or invitees) to use a portion or all of the Recreational Facilities for any period during which he has defaulted in the payment of assessments. The Developer or the Association may also suspend for a period of thirty (30) days, the rights of any Lot Owner (his tenants, guests or invitees) to use the Recreational Facilities and may levy reasonable fines not to exceed \$100.00 per violation, against any such Owner (his tenants, guests or invitees) for violation of the rules and regulations governing the Recreational Facilities. The fine may be levied for each day of a continuing violation with a single notice and opportunity for a hearing, except that no such fine shall exceed \$1,000.00 in the aggregate. Fine or suspension for violation other than nonpayment of assessments, may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before the Committee. If the Committee cannot by majority vote, approve a proposed fine or suspension, it may not be imposed.

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

**FORTE MACAULAY DEVELOPMENT CO.,
a Florida corporation**

M/a G. Bartley
Witness
Print Name: Marcia G. Bartley

BY: [Signature]
Arthur F. Evans as its President
Vice

[Signature]
Witness
Print Name: James H. Fallace

**VENTANA DEVELOPMENT COMPANY,
INC., a Florida corporation**

M/a G. Bartley
Witness
Print Name: Marcia G. Bartley

BY: [Signature]
Timothy McWilliams as its President

[Signature]
Witness
Print Name: James H. Fallace

STATE OF FLORIDA



CFN 2000090158
OR Book/Page: 4164 / 1527

COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16 day of May, 2000, by Arthur F. Evans, as Vice President of Forte Macaulay Development Co., a Florida corporation, on behalf of said corporation who is personally known to me, or who has produced a Florida driver's license as identification.



Marcia A. Bartley
MY COMMISSION # CC904043 EXPIRES
February 4, 2004
BONDED THRU TROY FARM INSURANCE, INC.

Marcia A. Bartley
Notary Public
Print Name: Marcia A. Bartley
Commission expires: _____

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 16 day of May, 2000, by Timothy McWilliams, as President of Ventana Development Company, Inc., a Florida corporation, on behalf of said corporation who is personally known to me, or who has produced a Florida driver's license as identification.



Marcia A. Bartley
MY COMMISSION # CC904043 EXPIRES
February 4, 2004
BONDED THRU TROY FARM INSURANCE, INC.

Marcia A. Bartley
Notary Public
Print Name: Marcia A. Bartley
Commission expires: _____



CFN 2000090158
OR Book/Page: 4164 / 1528



PREPARED BY AND RETURN TO:
Ashwood Lakes Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

Sandy Crawford
Clerk Of Courts, Brevard County
#Pgs: 4 #Names: 2
Trust: 2.50 Rec: 17.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

**EIGHTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS FOR ASHWOOD LAKES**

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, (hereinafter referred to as the "Amendment") dated as the 10th day of April, 2000, by ASHWOOD LAKES DEVELOPMENT COMPANY, a Florida corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page(s) 3, and Plat Book 45, Pages 1 and 2, all of the Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, and all amendments thereto, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida; and

WHEREAS, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

ASHWOOD LAKES SUBDIVISION PHASE FOUR
Section 22, Township 25 South, Range 36 East
City of Rockledge, Brevard County, Florida

according to the Plat thereof as recorded in Plat Book 45, Page(s) 64, Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 10th day of April, 2000.

Signed, sealed and delivered in the presence of:

ASHWOOD LAKES DEVELOPMENT COMPANY, a Florida corporation

Elizabeth E. Kennedy
Witness
Elizabeth E. Kennedy
Print Witness Name

By: [Signature]
Arthur F. Evans, III, President

Bonnie L. Kennedy
Witness
Bonnie L. Kennedy
Print Witness Name



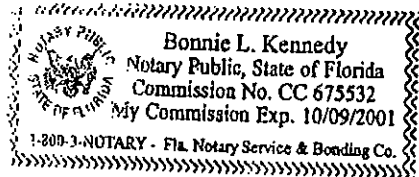
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OR Book/Page: 4165 / 2786

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared ARTHUR F. EVANS, III, as President of ASHWOOD LAKES DEVELOPMENT COMPANY, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 10 day of April, 2000.

Bonnie L. Kennedy
Notary
Bonnie L. Kennedy
Print Notary Name
My Commission Expires:





CFN 2000195375 10-06-2000 12:39 pm

OR Book/Page: 4231 / 1125

PREPARED BY AND RETURN TO:
Ashwood Lakes Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 2	#Names: 2	
Trust: 1.50	Rec: 9.00	Serv: 0.00
Doc: 0.00		Excise: 0.00
Mtg: 0.00		int Tax: 0.00

HL

NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ASHWOOD LAKES

THIS NINTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, (hereinafter referred to as the "Amendment") dated as the 2 day of October 2000, by **ASHWOOD LAKES DEVELOPMENT COMPANY**, a Florida corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page(s) 3, and Plat Book 45, Pages 1 and 2, all of the Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, and all amendments thereto, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. Article III, Section 25. Antennae, Aerials and Satellite Dishes. is deleted in its entirety and replaced with the following language:

Section 25. Antennae; Aerials and Satellite Dishes. The Federal Communications Commission has published rules which govern the right of homeowners to receive programming from direct broadcast satellites (DBS), multi-channel, multi-point distribution (wireless cable) service (MMDS) and television broadcast stations (TVBS). The Association is prohibited from the following:

- (1) Restrictions that impair the installation, maintenance or use of antennae to receive video programming as well as satellite dishes which are less than thirty-nine (39) inches in diameter.
- (2) Restrictions that unreasonably delay or prevent, or unreasonably increase the cost of, the installation, maintenance or use of such antennae, or which preclude the reception of an acceptable quality signal.

The Association does have the right to regulate the above-described telecommunications equipment with respect to landscaping and safety. When possible, all exterior antennae or aerials shall be placed in the rear or side yard, in such a manner as to be as unobtrusive as possible. Any matter of safety will be handled on a case by case basis by the Association.

Any homeowner who wishes to install an antenna or a satellite dish should submit a sketch showing its location relative to the home to the Architectural Control Review Committee.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 2 day of October, 2000.

Signed, sealed and delivered in the presence of:

ASHWOOD LAKES DEVELOPMENT COMPANY, a Florida corporation

Bonnie L. Kennedy
Witness

By: [Signature]
Arthur F. Evans, III, President

Bonnie L. Kennedy
Print Witness Name

Judith A. DeVault
Witness

JUDITH A. DEVAULT
Print Witness Name



CFN 2000195375
OR Book/Page: 4231 / 1126

STATE OF FLORIDA
COUNTY OF BREVARD

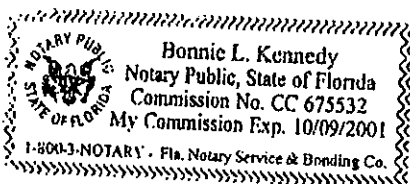
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared ARTHUR F. EVANS, III, as President of ASHWOOD LAKES DEVELOPMENT COMPANY, INC. a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 2 day of October, 2000.

Bonnie L. Kennedy
Notary

Bonnie L. Kennedy
Print Notary Name

My Commission Expires:





CFN:2001064137 04-05-2001 10:05 am

OR Book/Page: 4317 / 0329

PREPARED BY AND RETURN TO:
Ashwood Lakes Development Company
1688 W. Hibiscus Blvd.
Melbourne, FL 32901

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 13.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00

**TENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ASHWOOD LAKES**

THIS TENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, (hereinafter referred to as the "Amendment") dated as the 27th day of November, 2000, by **ASHWOOD LAKES DEVELOPMENT COMPANY**, a Florida corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page(s) 3; Plat Book 45, Pages 1 and 2, and Plat Book 45, Page(s) 64, all of the Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, and all amendments thereto, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

**ASHWOOD LAKES SUBDIVISION PHASE FIVE
Section 22 Township 25 South, Range 36 East
City of Rockledge, Brevard County, Florida**

according to the Plat thereof as recorded in Plat Book 46, Page(s) 75-76, Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 27th day of November, 2000.

Signed, sealed and delivered
in the presence of:

**ASHWOOD LAKES DEVELOPMENT
COMPANY, a Florida corporation**

Elizabeth E. Kennedy
Witness

By: [Signature]
Arthur F. Evans, III, President

Elizabeth E. Kennedy
Print Witness Name

Bonnie L. Kennedy
Witness



CFN:2001064137
OR Book/Page: 4317 / 0330

Bonnie L. Kennedy
Print Witness Name

**STATE OF FLORIDA
COUNTY OF BREVARD**

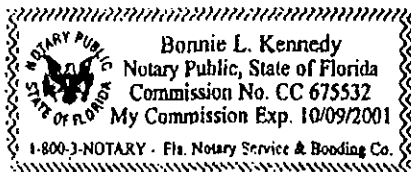
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **ARTHUR F. EVANS, III**, as President of **ASHWOOD LAKES DEVELOPMENT COMPANY, INC.**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 27 day of November, 2000.

Bonnie L. Kennedy
Notary

Bonnie L. Kennedy
Print Notary Name

My Commission Expires:



Book not

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:
John L. Soileau, Esquire
WATSON, SOILEAU, DeLEO,
BURGETT & PICKLES, P.A.
3490 North U.S. Highway 1
Post Office Box 236007
Cocoa, Florida 32923-6007

ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ASHWOOD LAKES

THIS ELEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES (hereinafter referred to as the "Amendment"), is executed by ASHWOOD HOMEOWNERS ASSOCIATION OF BREVARD, INC., a Florida corporation, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, the Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page 3; Plat Book 45, Pages 1 and 2, and Plat Book 45, Page 64, all of the Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, and all amendments thereto, Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Articles VII, Section 2, paragraph 3 of the Declaration, at any time after the Declarant (Developer) no longer owns any Lot or Lots within a Subdivision, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein may be waived, abandoned, terminated, modified, altered, or changed upon notice to all members of the Association and with the approval of two-thirds (2/3) of the total membership

vote: and

WHEREAS, at a duly-called meeting held on 12-10, 2003, the following amendment received the approval of two-thirds (2/3) of the total membership entitled to vote.

NOW, THEREFORE, in consideration of the premises, the Association does hereby amend the Declaration as follows:

1. ARTICLE II, Section 2, Construction Plan Review, is amended to add paragraph (e) as follows:

(e) The approval or disapproval of plans, specifications, and location by the Committee shall be based on any grounds whatsoever, including purely aesthetic reasons, which shall be at the sole and unbridled discretion of the Committee.

2. ARTICLE II, is amended to add Section 14 as follows:

Section 14. Variances

The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. Such variances must be evidenced in a writing signed by a majority of the members of the Committee.

If any such variance is granted, no violation, by the requesting Owner, of the covenants, conditions, and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any other purpose except as to the particular property and particular provisions hereof covered by the variance; nor shall such variance affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Lot, including, but not limited

to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

3. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Association has caused these presents to be executed in its name by its duly authorized officers, as of this 10 day of DECEMBER, 2003.

CERTIFICATE OF ASSOCIATION

The undersigned, as President and Secretary of the **ASHWOOD HOMEOWNERS ASSOCIATION OF BREVARD, INC.**, hereby certify the foregoing Certificate of Amendment to Declaration was adopted by the Association as provided in the Bylaws, at a duly called meeting.

ASHWOOD HOMEOWNERS ASSOCIATION OF BREVARD, INC.

WITNESSES:

Angela R. Mercurio
Angela R. Mercurio

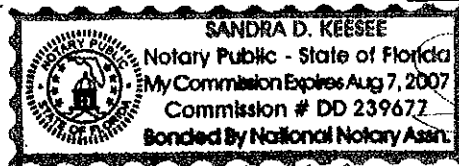
By: James K. Lansing, Pres
President
Address: 3904 Hammann Dr
Rockledge, Fla. 32955
ASHWOOD HOMEOWNERS ASSOCIATION OF BREVARD, INC.

WITNESSES:

Sandra D. Keese
Sandra D. Keese

By: Donna M. Miller, Secretary
Secretary
Address: 3907 W. Fontesino Dr., Rockledge, FL 32955

STATE OF FLORIDA
COUNTY OF BREVARD



Sandra D. Keese

The foregoing instrument was acknowledged before me on this 10 day of December 2003, by James Lansing, as President of **ASHWOOD HOMEOWNERS ASSOCIATION OF BREVARD, INC.**, on behalf of the corporation, who is personally known to me or who produced Drivers license as identification and who did not take an oath.

Scott LMS
Clerk Of Courts, Brevard County
#Pgs: 3 #Names: 2
Trust: 2.00 Rec: 25.00 Serv: 0.00
Mtg: 0.00 Excise: 0.00
nt Tax: 0.00

CFN 2005214618 06-16-2005 01:09 pm
OR Book/Page: 5484 / 7470

PREPARED BY AND RETURN TO:
Ashwood Lakes Development Company
1682 West Hibiscus Blvd.
Melbourne, FL 32901

**TWELFTH AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR ASHWOOD LAKES**

THIS TWELFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ASHWOOD LAKES, (hereinafter referred to as the "Amendment") dated as the 16 day of June, 2005, by **ASHWOOD LAKES DEVELOPMENT COMPANY**, a Florida corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer platted certain property into Ashwood Lakes Subdivision as described in Plat Book 44, Page(s) 3; Plat Book 45, Pages 1 and 2; Plat Book 45, Page(s) 64; and Plat Book 46, Page(s) 75-76, all of the Public Records of Brevard County, Florida; and

WHEREAS, all such platted property was made subject to that certain Declaration of Covenants and Restrictions for Ashwood Lakes and recorded in Official Records Book 3840, Page 3303, and all amendments thereto, all as recorded in the Public Records of Brevard County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, pursuant to Article VII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration as follows:

1. The definition of "Lot" as set forth in the Definitions section of the Declaration is deleted in its entirety and replaced with the following:

"Lot", whether or not capitalized, shall mean each lot platted as such in the Subdivision, excluding any lot subdivided by the Developer pursuant to its reserved rights contained in Article III, Section 4, and thereafter conveyed in part to a municipality and in part to an adjacent owner.

2. ARTICLE III, GENERAL RESTRICTIONS-USE AND OCCUPANCY, Section 4. Subdivision. is deleted in its entirety and replaced with the following language:

Section 4. Subdivision.

Except as provided herein, no Lot shall be subdivided or split by any means whatsoever into any greater number of residential lots nor into any residential plat or plats of smaller size. As to any Lot which the Declarant/Developer owns, it reserves the right to split or subdivide any such platted lot, when a portion of such lot will be conveyed to a

municipality or governmental entity to be used for the benefit of the public for road-right-of way or other purposes. The remaining portion of any such Lot so subdivided may be conveyed to the owner of the Lot adjacent to the subdivided Lot.

3. ARTICLE V, COVENANTS FOR ASSESSMENTS, Section 1. Assessments. is hereby amended by adding the following paragraph (c):

(c) Any Lot subdivided by the Developer pursuant to its reserved rights contained in Article III, Section 4, and thereafter conveyed in part to a municipality and in part to an adjacent owner, shall no longer be considered a Lot as defined in this Declaration and, as such, shall not be subject to assessments or any other fees to the Association, nor shall such subdivided Lot be entitled to membership in the Association or a vote in Association matters.

4. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 15 day of June, 2005.

Signed, sealed and delivered
in the presence of:

**ASHWOOD LAKES DEVELOPMENT
COMPANY, a Florida corporation**

Bonnie L. Kennedy
Witness **BONNIE L. KENNEDY**

By: [Signature]
Arthur F. Evans, III, President

Print Witness Name

Stacy Hale
Witness **Stacy Hale**

Print Witness Name

**ASHWOOD HOMEOWNERS
ASSOCIATION OF BREVARD, INC.,
a Florida corporation**

[Signature]
Witness **MARK MORENO**
Print Witness Name

By: [Signature]
Johnny Basher, President

Gail Ellis
Witness **GAIL ELLIS**
Print Witness Name

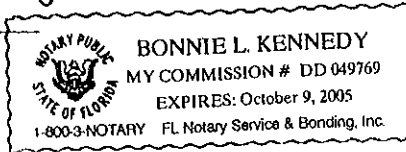
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **ARTHUR F. EVANS, III**, as President of **ASHWOOD LAKES DEVELOPMENT COMPANY, INC.**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 15 day of June, 2005.

Bonnie L. Kennedy
Notary **BONNIE L. KENNEDY**

Print Notary Name
My Commission Expires:



STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **JOHNNY BASHER**, as President of **ASHWOOD HOMEOWNERS ASSOCIATION OF BREVARD, INC.**, a Florida not-for-profit Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 8th day of June, 2005.

Judith Ann Thompson
Notary *Judith Ann Thompson*

Print Notary Name
My Commission Expires: 11/18/05

