

COPY

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY  
File Number: 1797210 OR BOOK 1290 PAGE 2236  
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Instrument Prepared By  
and Record & Return To:  
Ronald L. Platt, Esq.  
& Independence Title  
170 NW Spanish River Blvd.  
Boca Raton, FL 33431

RP  
B99-1038  
Homes By Kennedy/  
St. Lucie West

AMENDMENT

TO

DECLARATION OF RESTRICTIONS  
AND PROTECTIVE COVENANTS  
FOR  
LAKEFOREST AT ST. LUCIE WEST

COPY

This Amendment is made as of the 29<sup>th</sup> day of March, 2000 by Homes By Kennedy, Ltd., a Florida Limited Partnership, hereinafter referred to as ("DECLARANT").

WHEREAS, the Declaration of Restrictions and Protective Covenants for Lakeforest at St. Lucie West was recorded on January 27, 2000 in O.R. Book 1275, Page 2628 of the Public Records of St. Lucie County, Florida, and

WHEREAS, the following legally described real property is held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the terms and conditions of the aforesaid Declaration of Restrictions and Protective Covenants (hereinafter referred to as ("Declaration")), and any Amendments thereto:

LEGAL DESCRIPTION

All of the Plat of ST. LUCIE WEST PLAT NO. 117, LAKEFOREST AT ST. LUCIE WEST - PHASE 1, according to the Plat thereof as recorded in Plat Book 38, Pages 22 and 22A - 22F of the Public Records of St. Lucie County, Florida.

WHEREAS, Declarant desires to execute and record this Amendment to the Declaration as hereafter set forth.

NOW, THEREFORE, Declarant herein Amends the Declaration as follows:

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1. Notwithstanding anything to the contrary that may be set forth in Article IV, Section 9 - Lot Maintenance, it shall be the responsibility of the Association to maintain, cut, fertilize, and occasionally weed the lawns within the lots and occasionally trim the hedges and bushes within the Lots. The occasional trimming of the hedges and bushes shall be to a certain height of no more than six (6') feet high. The occasional weeding and trimming shall be only on Declarant originally installed landscaping. The Lot Owner shall be responsible for the maintenance of lot irrigation and for watering the landscaping within the individual Owner's Lot. The Lot owner shall also be responsible for plant replacement. Except as modified herein the terms and conditions set forth in Article IV, Section 9 - Lot Maintenance shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Amendment on the date set forth above.

Signed and sealed in the presence of:

*Mary Beth Kerr*  
Witness MARY BETH KERR

Homes By Kennedy, Ltd., a Florida Limited Partnership  
By: Kennedy Construction Associates, Inc., a Florida corporation, General Partner

*Walter Kauston*  
Witness WALTER KAUSTON

*Robert J. Trautman* President  
Robert J. Trautman, President

STATE OF FLORIDA )  
COUNTY OF BROWARD ) SS:

The foregoing Amendment was acknowledged before me the 29 day of March, 2000, by Robert J. Trautman, President of Kennedy Construction Associates, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

*Mary Beth Kerr*  
Notary Public  
State of Florida

My Commission Expires

