

Revised 8/15/93

Prepared By:  
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**FIRST AMENDMENT**  
**TO**  
**DECLARATION OF COVENANTS, CONDITIONS,**  
**RESTRICTIONS AND EASEMENTS**  
**FOR**  
**WESTBURY COURT, A SUBDIVISION**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements is made and entered into on this 19th day of February, 1993, by WESTBURY VILLAS, INC., a Florida corporation, JOHN MICHAEL ALLEN and DIANE MADELINE ALLEN, husband and wife, and ROY W. TIMM, a single man, and ROBERT J. DAHLEN, a single man, being all of the owners of Lots and properties within WESTBURY COURT, a Subdivision, according to the plat thereof recorded in Plat Book 25, Pages 194 through and including 197 of the Public Records of Manatee County, Florida.

**RECITALS**

A. SCHWAB DEVELOPMENTS, INC., a Florida corporation ("SCHWAB"), is the original Developer of WESTBURY COURT, a subdivision as referenced in the Declaration of Covenants, Conditions, Restrictions and Easements for WESTBURY COURT, a subdivision, as recorded in Official Records Book 1332, Page 0919, et. seq. of the Public Records of Manatee County, Florida (hereinafter referred to as the "Declaration"). SCHWAB has heretofore assigned its rights as the Developer pursuant to the Declaration to SunBank/Sarasota County, National Association now known as SunBank/Gulf Coast (hereinafter referred to as "SUN"), by virtue of that certain Assignment recorded in the Official Records Book 1379, Page 0247 of the Public Records of Manatee County, Florida. SUN has heretofore assigned all of its rights as the Developer pursuant to the Declaration to WESTBURY VILLAS, INC., a Florida corporation, by virtue of that certain Assignment of Developmental Rights recorded in Official Records Book 1400 Page 1970, of the Public Records of Manatee County, Florida.

B. WESTBURY VILLAS, INC., a Florida corporation, is the owner of Lots 1 and 2, Lots 5 through 34, and Tracts A, B and C, WESTBURY COURT, a subdivision, as per plat thereof recorded in Plat Book 25, Pages 194 through 197 of the Public Records of Manatee County, Florida.

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DKT # 000618080

C. JOHN MICHAEL ALLEN and DIANE MADELINE ALLEN, husband and wife, are the owners of Lot 3, WESTBURY COURT, a subdivision, as per plat thereof recorded in Plat Book 25, Pages 194 through 197 of the Public Records of Manatee County, Florida.

D. ROY W. TIMM, a single man, and ROBERT J. DAHLEN, a single man, are the owners of Lot 4, WESTBURY COURT, a subdivision, as per plat thereof recorded in Plat Book 25, Pages 194 through 197 of the Public Records of Manatee County, Florida.

NOW, THEREFORE, in consideration of the premises contained herein, and other good and valuable considerations, the receipt of which are hereby acknowledged, the undersigned, as all property owners within WESTBURY COURT, a subdivision, hereby amend the Declaration as follows:

1. Commencing February 19, 1993, any references in the Declaration to "Developer" shall mean WESTBURY VILLAS, INC., a Florida corporation.

2. Annexed hereto as Exhibit "A" are the Articles of Incorporation for WESTBURY COURT HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation, as filed with the Secretary of State of the State of Florida. Any reference in the Declaration to the "Association" shall mean WESTBURY COURT HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation pursuant to the Articles of Incorporation annexed hereto as Exhibit "A".

3. Annexed hereto as Exhibit "B" are the Bylaws for WESTBURY COURT HOMEOWNER'S ASSOCIATION, INC., a Florida not-for-profit corporation. Any reference in the Declaration to "Bylaws" shall mean the Bylaws of the Association as annexed hereto as Exhibit "B".

4. Any purchasers of property within WESTBURY COURT, a subdivision, shall take title subject to the terms, conditions and provisions of the Declaration, Articles of Incorporation and Bylaws referenced herein and as may be amended from time to time.

5. The undersigned, being all of the property owners within WESTBURY COURT, a subdivision, acknowledge that as of the date hereof, no reserves for the Association have been budgeted and none have been collected and that any requirement for Developer funding of reserves shall be and is hereby waived until such time as a budget has been established and passed by the Association providing for the payment of reserves.

6. Article 2.1 of the Declaration shall be amended to read as follows:



2.1 The Property. Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot. No residence or part thereof shall be occupied by more than two people unrelated by blood or marriage for more than seven (7) days in any particular month.

7. Article 3.4(b) of the Declaration shall be deleted in its entirety.

8. Article 6.2 of the Declaration shall be amended to read as follows:

6.2 Building Lines. No dwelling shall be located nearer than eighteen (18) feet from the front Lot line (i.e., the Lot line adjacent to the street or road right-of-way established by the Plat). No dwelling shall be located nearer than twenty (20) feet to the rear Lot line.

9. Article 6.5 of the Declaration shall be amended to read as follows:

6.5 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot.

10. Article 7.5 of the Declaration shall be amended to read as follows:

7.5 Litter, Trash, Garbage. No garbage, trash, refuse, or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers approved by the Board. Such containers shall be kept in a sanitary condition. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal company for the Property; however, such containers shall be returned to and kept in the garage promptly after pick up.

11. Article 7.7 of the Declaration shall be amended to read as follows:

7.7 Commercial and Recreation Vehicles. No commercial vehicle, recreation vehicle, trailer or boat of any kind shall park or be parked at any time on a Lot unless such a vehicle is enclosed in a garage or is a commercial or recreation vehicle in the process of being loaded or unloaded.

12. Article 7.10 of the Declaration shall be amended to read as follows:

7.10 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose and that they do not cause an unreasonable nuisance or annoyance to other Owners. All household pets shall be kept on a leash at all times (except when confined within a residence located on a Lot) and any droppings removed and disposed of by the Owner immediately.

13. Article 7.11 of the Declaration shall be amended to read as follows:

7.11 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of twenty-four (24) hours; however, this provision shall not apply to such vehicle which is kept within an enclosed garage.

14. Article 8.6 of the Declaration shall be amended to read as follows:

8.6 Annual Assessment Until Termination of Class "B" Membership. Prior to the expiration of the fiscal year of the Association in which the Class "B" Membership of the Developer is terminated, the Annual Assessment for Association Expenses which will be assessed upon each Lot which is not owned by the Developer shall be established by the Board. Commencing on the date of the closing of the purchase of a Lot from the Developer, each such Owner shall be subject to an Annual

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Assessment (prorated as of time of closing for the fiscal year in which closing with the Developer shall occur) during such period in such an amount payable annually, and each Owner shall timely pay any and all such assessments. The Board, in its sole discretion, may permit such Annual Assessment to be paid in quarterly or semi-annual installments.

15. Article 8.7 of the Declaration shall be amended to read as follows:

8.7 Annual Assessment Commencing After Termination of Class "B" Membership. For each and every fiscal year of the Association in which the Class "B" Membership of the Developer is terminated, Annual Assessments for Association Expenses shall be determined in the manner set forth in this Paragraph. The total anticipated expenses for each fiscal year, including reserves as reasonably estimated by the Board, shall be set forth in a budget adopted by the Board no later than one month preceding the fiscal year for which the budget is adopted (the "Budget"). The total anticipated Association Expenses set forth in such Budget shall be the Annual Assessment for Association Expenses for all of the Lots for such fiscal year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided equally between all the Lots. The Annual Assessment allocated to each such Lot as aforescribed shall be due and payable by the Owner thereof or, if more than one Owner, the Owners, jointly and severally, of each such Lot in advance on the first day of the fiscal year of the Association. The Board, in its sole discretion, may permit such Annual Assessment to be paid in advance in quarterly or semi-annual installments. The Association shall mail to each and every Owner a copy of the Budget specifically indicating the total Association Expenses anticipated for the forthcoming fiscal year and the Annual Assessment upon each such Lot.

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16. Article 8.11 of the Declaration shall be amended to read as follows:

8.11 First Mortgagees. The lien for assessment provided for in this Declaration shall be subordinate to the lien of any first mortgage on a Lot that is recorded amongst the Public Records of Manatee County, Florida prior to the recording of the Claim of Lien for assessment.

17. Article 9.6 of the Declaration shall be amended to read as follows:

9.6 Notice to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association or to the Board shall be deemed properly given and delivered upon the delivery thereof or upon the mailing thereof by certified United States mail, postage prepaid to the Board at 1747 Independence Blvd., #E-7, Sarasota, FL 34234, or at such other address as the Board may hereafter designate by notice to Owners.

18. Except as modified hereby, the aforesaid Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, this First Amendment has been executed the day and year first above written.

WITNESSES:

Janey M. Reeves

Patricia Tushnet

WITNESSES:

Lorraine Boccia  
Paul M. Allen

WESTBURY VILLAS, INC., a Florida corporation,

By: Richard E. Simons  
Richard E. Simons  
Its: President

ATTEST:

By: Deirda Paulty  
Secretary

OWNER, LOT 3

By: John Michael Allen  
JOHN MICHAEL ALLEN

By: Diane Madeline Allen  
DIANE MADELINE ALLEN

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WITNESSES:

Laura D. Smith

Christine M. Strick

OWNER, LOT 4

By: X Roy W. Timm  
ROY W. TIMM

By: Robert J. Dahlen  
ROBERT J. DAHLEN

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 23rd day of February, 1993, by RICHARD E. SIMONS, as President of WESTBURY VILLAS, INC., on behalf of the corporation, who is personally known to me or who has produced as identification and who []did [X]did not take an oath.

Sandra Suchoval  
(Notary Public Signature)

SANDRA SUCHOVAL  
(Notary's Name Typed, Printed or Stamped)

CC 226158  
(Commission Number)

9/7/96  
(Commission Expires)



OFFICIAL SEAL  
SANDRA SUCHOVAL  
My Commission Expires  
Sept 7, 1996  
Comm. No. CC 226158



OFFICIAL SEAL  
SANDRA SUCHOVAL  
My Commission Expires  
Sept 7, 1996  
Comm. No. CC 226158

STATE OF  
COUNTY OF

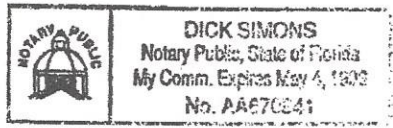
The foregoing instrument was acknowledged before me this 23rd day of February, 1993, by SHEILA SHULTZ, as Secretary of WESTBURY VILLAS, INC., on behalf of the corporation, who is personally known to me or who has produced as identification and who []did []did not take an oath.

Dick Simons  
(Notary Public Signature)

DICK SIMONS  
(Notary's Name Typed, Printed or Stamped)

AA 670841  
(Commission Number)

MAY 4, 1993  
(Commission Expires)



DICK SIMONS  
Notary Public, State of Florida  
My Comm. Expires May 4, 1993  
No. AA670841

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STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 26<sup>th</sup>  
day of February, 1993, by JOHN MICHAEL ALLEN, who is  
the Owner of Lot 3, and who is personally known to me or who has  
produced Florida Driver License as identification and who  did  
 did not take an oath.

Lorraine Boccio  
(Notary Public Signature)

Lorraine Boccio  
(Notary's Name Typed, Printed or Stamped)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Commission Expires)



OFFICIAL SEAL  
LORRAINE P. BOCCIO  
My Commission Expires  
Aug. 20, 1996  
Comm. No. CC 239956

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 26<sup>th</sup>  
day of February, 1993, by DIANE MADELINE ALLEN, who is  
the Owner of Lot 3, and who is personally known to me or who has  
produced Florida Driver License as identification and who  did  
 did not take an oath.

Lorraine Boccio  
(Notary Public Signature)

Lorraine Boccio  
(Notary's Name Typed, Printed or Stamped)

\_\_\_\_\_  
(Commission Number)

\_\_\_\_\_  
(Commission Expires)



OFFICIAL SEAL  
LORRAINE P. BOCCIO  
My Commission Expires  
Aug. 20, 1996  
Comm. No. CC 239956

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STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 25  
day of February, 1993, by ROY W. TIMM, who is the  
Owner of Lot 4, and who is personally known to me or who has  
produced FDL 1500 739 25 3840 as identification and who []did  
[]did not take an oath.

Laura D. Sutter  
(Notary Public Signature)

Laura D. Sutter  
(Notary's Name Typed, Printed or Stamped)

~~NOTARY PUBLIC~~ NOTARY PUBLIC; STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUGUST 07, 1994  
BONDED THRU AGENT'S NOTARY BROKERAGE  
(Commission Expires)

STATE OF Florida  
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 25  
day of February, 1993, by ROBERT J. DAHLEN, who is the  
Owner of Lot 4, and who is personally known to me or who has  
produced FDL 1450 770 27 1880 as identification and who []did  
[]did not take an oath.

Laura D. Sutter  
(Notary Public Signature)

Laura D. Sutter  
(Notary's Name Typed, Printed or Stamped)

~~NOTARY PUBLIC~~ NOTARY PUBLIC; STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES AUGUST 07, 1994  
BONDED THRU AGENT'S NOTARY BROKERAGE  
(Commission Expires)

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