

This instrument prepared by:
David G. Williford, Esquire
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Orlando, Florida 32802-1221
and should be returned to:
Jeff J. McKibben, Esquire
Post Office Box 1748
Wauchula, Florida 33873

INSTR # 2003184955
BK 05511 PG 1482
RECORDED 09/15/2003 01:59:42 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 19.50
RECORDED BY S Wiggins

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WESTHAVEN**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR WESTHAVEN (the "Second Amendment") is
made this 5th day of September, 2003 by ANGLO INVESTMENTS, INC., a Florida
corporation whose post office address is 101 Thousand Oaks Boulevard, Davenport, Florida
33837 (the "Declarant").

WITNESSETH

WHEREAS, the Declarant is the developer of a residential subdivision in Polk County,
Florida commonly known as Westhaven and has filed of record that certain Declaration of
Covenants, Conditions and Restrictions for Westhaven recorded October 30, 2000 in Official
Records Book 04561, Page 2033 and amended by that certain First Amendment to Declaration of
Covenants, Conditions and Restrictions for Westhaven recorded February 9, 2001 in Official
Records Book 04627, Page 0001, all in the Public Records of Polk county, Florida (together the
"Declaration"); and

WHEREAS, Article XI, Section 1 of the Declaration provides that, until termination of
the Class "B" Membership, as defined in the Declaration, the Declarant may unilaterally amend
the Declaration for any purpose; and

WHEREAS, the Class "B" Membership has not been terminated and Declarant desires:

- (i) To amend Article III, Section 3 of the Declaration to revise the voting rights
of the Class "B" Member;
- (ii) to amend Article IX, Section 21 of the Declaration to clarify the location and
varieties of trees to be installed on residential building sites located within the
subject property; and
- (iii) to amend Article IX, Section 24, Subparagraph (a) of the Declaration to
provide for a change in the minimum total living area square footage
permitted for single family residences constructed on residential building sites
located within the subject property.

NOW, THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Declarant covenants and agrees as follows:

1. The recitals above are true and correct and incorporated herein.
2. Article III, Section 3(b) is hereby revised by the deletion of the second (2nd) full sentence thereof and the substitution therefor of the following sentence:

Upon the execution of this Declaration, the Class "B" Member shall be entitled to nine (9) votes for each Lot depicted on the Master Plan and owned by the Class "B" Member.

3. Article IX, Section 21 is hereby deleted in its entirety and the following substituted in lieu thereof:

Section 21. Trees and Landscaping. At the time of construction of the Dwelling on any Lot, it shall be the responsibility of each Owner and Builder to install:

- (a) a minimum of one (1) shade tree on that portion of the Lot lying between the Front Street and a straight line being the extensions of the surface of the furthest set back portion of the to each of the two side Lot lines, which shade tree shall be either a live oak (*Quercus virginiana*) or a laurel oak (*Quercus hemispherical*) meeting the following minimum specifications: height of 8 feet height from the soil line after planting, canopy diameter of 4 feet at the widest circumference, trunk caliper of 1.5 inches measured 6 inches above the soil line, Florida Nursery Standard #1 or better; and
- (b) a minimum of one (1) additional tree on the Lot, which tree shall be one of the species or varieties, and meet the specifications therefore, set forth on Exhibit "C" attached hereto and incorporated herein by reference.

All Lots and Parcels shall have adequate shrubbery and use only St. Augustine sod with an installed irrigation system that provides full coverage; the landscape plan for each Lot or Parcel shall be approved in writing by the ARB prior to installation, in accordance with Article VII, Section 1 hereof (unless part of a pre-approval plan for a Builder home design).

4. Article IX, Section 24, Subparagraph (a) is hereby deleted in its entirety and the following Subparagraph substituted in lieu thereof:

(a) No Dwelling shall have a total living square foot area of less than fourteen hundred (1400) square feet, exclusive of screened area, open porches, terraces, patios and garages. In the case of two story or split level Dwellings, the ground floor must be no less than seven hundred (700) air-conditioned square feet, exclusive of screened areas, open porches, terraces, patios and garages.

EXCEPT as amended herein, the terms, provisions, conditions and covenants of the Declaration shall remain in full force and effect. This Second Amendment and the Declaration may not be further amended or modified except in the manner permitted by the terms of the Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed on its behalf effective as of the day and year first written above.

Signed, sealed and delivered in
The presence of:

DECLARANT

ANGLO INVESTMENTS, INC.,
A Florida corporation

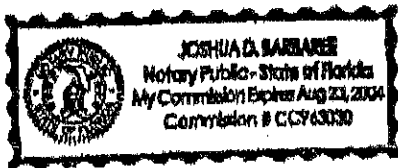
By: Guy Novik
Guy Novik, President

[Signature]
Printed Name: ALLISON

Suzanna Matthews
Printed Name: SUZANNA MATTHEWS

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 5th day of SEPTEMBER, 2007 by Guy Novik, the President of Anglo Investments, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.



[Signature]
Notary Public Signature

JOSHUA D. BARBAREE
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. CC963030
My Commission Expires: Aug. 23, 2004

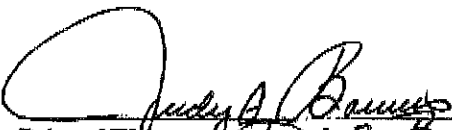
JOINDER AND CONSENT TO SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTHAVEN

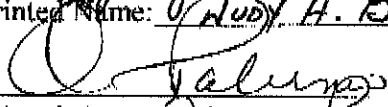
PEOPLES FIRST COMMUNITY BANK, a Florida banking corporation (hereinafter referred to as the "Bank"), hereby certifies that it is the owner and holder of a mortgage, lien or other encumbrance upon the property described in Exhibit "A" of the Declaration, and that the undersigned hereby joins in, ratifies and consents to this Second Amendment to the Declaration, and agrees that its mortgage, lien or other encumbrance, more particularly described as that certain Mortgage and Security Agreement recorded in Official Records Book 04484, Page 1167 and modified in that certain Mortgage Modification and Future Advance recorded in Official Records Book 04561, Page 2199, all in the Public Records of Polk County, Florida, shall be and hereby is subordinated to the Declaration as amended by this Second Amendment to the Declaration.

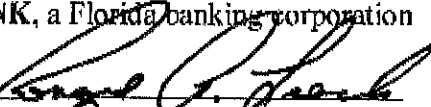
IN WITNESS WHEREOF, the Bank has caused this Joinder and Consent to Second Amendment to Declaration of Covenants, Conditions and Restrictions for Westhaven to be executed by its duly authorized officer and its corporate seal to be affixed hereto this 9 day of SEPTEMBER, 2003.

Signed, sealed and delivered in
The presence of:

PEOPLES FIRST COMMUNITY BANK, a Florida banking corporation

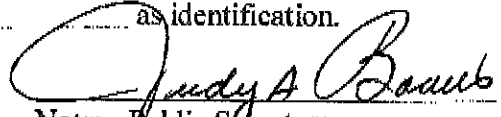

Printed Name: JUDY A. BOWERS


Printed Name: ORNELIA F. ANDREWS

By: 
Name: RONALD A. LEACH
Title: VP

STATE OF FLORIDA
COUNTY OF SEMIWOG

The foregoing instrument was acknowledged before me this 9 day of SEPTEMBER, 2003 by RONALD A. LEACH, the VICE PRESIDENT of Peoples Community Bank, a Florida banking corporation, on behalf of the corporation. He/She is personally known to me or produced NA as identification.


Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. _____
My Commission Expires: _____

