

Prepared by & return to:
Daniel J. Perka, Esq.
14400 Covenant Way
Lakewood Ranch, FL 34202

SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR LAKEWOOD RANCH TOWN CENTER

This Sixth Amendment ("Sixth Amendment") is made this 11th day of MARCH, 2011 by SMR Communities Joint Venture ("Declarant"), a Florida general partnership, and is joined in by the Lakewood Ranch Town Center Owners Association, Inc. ("Association").

RECITALS

A. Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions, and Restrictions for Lakewood Ranch Town Center recorded in Book 1524, Page 6099, Public Records of Manatee County, Florida, as amended by Amendments recorded in Book 1525, Page 3898; Book 1543, Page 5482; Book 1552, Page 1327; Book 2102, Page 6581, and Book 2362, Page 5237, and as expanded geographically by various Supplements of record (collectively, the "Declaration").

B. Pursuant to Article XIII Section 4 of the Declaration, Declarant has the right to amend the Declaration, and wishes to do so as provided herein.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Article VI, Section 1, is hereby amended by adding the following subsection (v):

(v) No sign shall be erected, installed or placed on any Parcel, or attached to or placed upon any building or other Improvement located on any Parcel, unless such sign has been approved by the Plans Review Committee. Any sign not so approved is an unauthorized sign, which shall be removed by the Owner of the Parcel within two (2) business days after written notice from the Association. If the Owner fails to remove an unauthorized sign within said time period, the Association or its agents may enter the Parcel without being guilty of trespass and, at the expense of the Owner, perform the work necessary to remove the sign. In the event that an Owner re-erects the same or a similar unauthorized sign after removal by the Association, the Association may without further notice enter the Parcel and again remove the sign at the expense of the Owner. Any costs incurred by the Association in the removal of an unauthorized sign shall be paid by Owner within fifteen (15) days after invoice, and if unpaid said sum shall be a lien on the Parcel in accordance with the provisions of Article V hereof, and the Association may bring an action at law or in equity.

2. Any capitalized terms used but not defined in this Sixth Amendment shall have the same meaning accorded them in the Declaration.

IN WITNESS WHEREOF, Declarant, joined by the Association, have caused this Sixth Amendment to be executed by their duly authorized representatives as of the date first written above.

WITNESSES

SMR COMMUNITIES JOINT VENTURE
By its three general partners,

[Signature]
Name: DANIEL J. PERNA
[Signature]
Name: DEBORAH A. FULFORD

SMR-1 DEVELOPMENT CORPORATION,
a Florida corporation
By: *[Signature]*
Rex E. Jensen, President

[Signature]
Name: DANIEL J. PERNA
[Signature]
Name: DEBORAH A. FULFORD

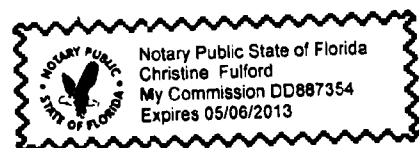
SMR-2, Inc.
a Florida corporation
By: *[Signature]*
Rex E. Jensen, President

[Signature]
Name: DANIEL J. PERNA
[Signature]
Name: DEBORAH A. FULFORD

SMR-4, Inc.
a Florida corporation
By: *[Signature]*
Rex E. Jensen, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 17th day of MARCH, 2011, by Rex E. Jensen, acting as President of SMR-1 Development Corporation, SMR-2, Inc., and SMR-4, Inc., on behalf of said companies. He is personally known to me or has produced N/A as identification.



[Signature]
Christine Fulford

WITNESSES

Joined by LAKEWOOD RANCH TOWN CENTER OWNERS ASSOCIATION, INC., a Florida Not-for-Profit corporation

[Signature]
Name: JANIS J. PERNA

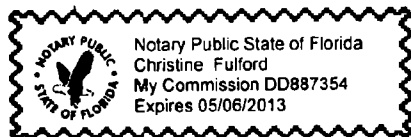
By: [Signature]

[Signature]
Name: DEBORAH A. FURMAN

Name: Brian J. Kennedy
Title: President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, the undersigned Notary Public, on this 17th day of MARCH, 2011, by Brian J. Kennedy acting as President of Lakewood Ranch Town Center Owners Association, Inc. on behalf of said company. He is personally known to me or has produced N/A as identification.



[Signature]
Christine Fulford