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Prepared by and return to  
Julius J Zschau, Esq  
Johnson, Blakely, Pope, Bokor,  
Ruppel & Burns, P A  
911 Chestnut Street  
Clearwater, FL 33756

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TOWNE ESTATES AT THE PALMS**

THIS AMENDMENT is made this 30<sup>th</sup> day of August, 1999, by  
U S HOME CORPORATION, a Delaware corporation qualified to do business in  
Florida, hereinafter referred to as "Declarant", whose mailing address is 311 park  
Place Boulevard, Suite 600, Clearwater, FL 33759

WITNESSETH

WHEREAS, Declarant heretofore imposed certain covenants, conditions  
and restrictions upon real property in Hillsborough County, Florida, by virtue of  
that certain Declaration of Covenants, Conditions and Restrictions for Towne  
Estates at The Palms on December 4, 1996, as recorded in O R Book 8375, at  
Pages 450 through 498, inclusive, Public Records of Hillsborough County,  
Florida (herein, together with any amendments thereto, collectively called the  
"Declaration"), and

WHEREAS, Declarant reserved the right in the Declaration pursuant to  
Article IX, Section 6, to amend the Declaration without the joinder of the  
Association, other owners, or any other party, and

WHEREAS, Declarant wishes to amend the Declaration,

NOW, THEREFORE, Declarant hereby amends the Declaration as  
follows

(As used herein the following shall apply words in the text which are lined  
through with hyphens (---) indicate deletions from the present text, words in the  
text which are underlined indicate additions to the present text )

1 The recitals set forth above are true and correct and are  
incorporated herein by reference

2 The Declaration is hereby amended by adding the following to  
Article IX as Section 15

Section 15 Mediation/Arbitration of Disputes and Other Matters

Notwithstanding anything to the contrary contained in this Declaration, all disputes and other matters (except as set forth herein) between or among the Declarant, the Association, the Board of Directors, any committee of the Association, any officer, director, partner, member, shareholder, employee, agent or other representative of any of the foregoing and any Owner(s) (all of whom shall collectively be deemed to be intended beneficiaries of this Section), shall be submitted first to mediation and, if not settled during mediation, then to final, binding arbitration, all in accordance with the provisions hereinafter set forth in this Section, and such disputes and other matters shall not be decided by a court of law. The disputes and other matters which are subject to mediation and/or arbitration under this Section include, without limitation, the following: (a) those arising under the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, (b) those regarding any of the rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees, (c) any and all controversies, disputes or claims between any of the intended beneficiaries of this Section, regardless of how the same might have arisen or on what it might be based, and (d) any statements, representations, promises, warranties, or other communications made by or on behalf of any of the intended beneficiaries of this Section.

The mediation shall be conducted before the American Arbitration Association ("AAA") in accordance with AAA's Commercial or Construction Industry Mediation Rules. If the dispute or other matter is not fully resolved by mediation, then the same shall be submitted to binding arbitration before AAA in accordance with their Commercial or Construction Industry Arbitration Rules, and any judgment upon the award rendered by the arbitrator(s) may be entered in and enforced by any court having jurisdiction over such dispute or other matter. The arbitrator(s) appointed to decide each such dispute shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues may be involved. Unless otherwise provided by law, the costs of mediation and arbitration shall be borne equally by the parties involved. Each party shall pay its respective attorneys' fees, costs and expenses, including those incurred in mediation, arbitration, or other matters. All decisions regarding whether a dispute or other matter is subject to arbitration shall be decided by the arbitrator.

Notwithstanding the foregoing, the following actions shall not be subject to this Section: (a) actions relating to the collection of fees, assessments, fines and other charges imposed or levied by the Association, the Board of Directors or any of the Association's committees, and (b) actions by the Association to obtain an injunction to compel the compliance with, or enjoin the violation of, the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, and all rules and regulations, design guidelines, resolutions, decisions, or rulings of the Association, the Board of Directors, or any of the Association's committees.

3 The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein, and except as specifically amended hereinabove, is hereby ratified and confirmed in its entirety

4 This Amendment shall be effective immediately upon its recording in the Public Records of Hillsborough County, Florida

IN WITNESS WHEREOF, the undersigned corporation has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Towne Estates at The Palms to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written

Signed, sealed and delivered in the presence of

U S HOME CORPORATION, a Delaware corporation

*Rosemary A. Bolesina*  
Printed Name ROSEMARY A. BOLESINA

*John Sellinger*  
By John Sellinger  
Printed Name John Sellinger  
Division President

*Dawn Darley*  
Printed Name Dawn Darley

*Bill Duskarowicz*  
Attest. Bill Duskarowicz  
Printed Name BILL DUSKAROWICZ  
Division Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was executed before me this 30<sup>th</sup> day of August, 1999, by John Sellinger and Bill Duskarowicz, as Division President and Division Secretary, respectively, of U S HOME CORPORATION, a Delaware corporation, on behalf of the corporation, and who are personally known to me or who have produced \_\_\_\_\_ as identification

*Rosemary A. Bolesina*  
Notary Public  
Print Name ROSEMARY A. BOLESINA  
Notary Public Commission No \_\_\_\_\_  
My commission expires \_\_\_\_\_

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