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INSTR # 99277723 OR BK 09814 PG 1595

RECORDED 09/08/99 09:11/AM RICHARD AME CLERK OF COURT HILLSBORDUSH COUNTY DEPUTY CLERK D RUPRACHE

PREPARED BY AND RETURN TO

Julius 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 SUMMERFIELD

THIS SECOND AMENDMENT is made this 30th day of August 1999, by U S HOME CORPORATION, a Delaware corporation, hereinafter referred to as the "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 Summerfield, as recorded in OR Book 8841, Page 495, 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 approval or joinder of the Association or other Owners (as those terms are defined in the Declaration), 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 (-----) indicate deletions from the present text, words in the text which are <u>underlined</u> 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

THIS IS NOTE BK 09814 PG 1596

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 <u>Section</u>

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

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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, being the Declarant herein, has caused this Second Amendment to Declaration of Covenants, Conditions and Restrictions for Towne Estates at Summerfield to be executed by its duly authorized officers and affixed its corporate seal the day and year first above written

Signed, sealed and delivered	U S HOME CORPORATION,
in the presence of	a Delaware corporation
Print Name Been Balling Print Name Dawn Bailey	Print Name John Sigil motors Division President Attest Michigan Print Name Pile DASKARCCC Division Secretary
	(Corporate Seal)
STATE OF FLORIDA)	
COUNTY OF PINELLAS)	
The foregoing instrument was acknowledged before me this 30 day of and 1999, by Secretary and President and Division Secretary, respectively, of U S HOME CORPORATION, a Delaware corporation, on behalf of the corporation They [are personally known to me] [have produced	

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