

CERTIFIED COPY

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.

THIS IS NOT A

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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 in the presence of

U S HOME CORPORATION, a Delaware corporation

Rosemary A. Bolesina
Print Name ROSEMARY A. BOLESINA

By *John Sellinger*
Print Name John Sellinger
Division President

Dawn Bailey
Print Name Dawn Bailey

Attest *Bill Daskarolis*
Print Name BILL DASKAROLIS
Division Secretary

(Corporate Seal)

STATE OF FLORIDA)

COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 30th day of August, 1999, by John Sellinger and Bill Daskarolis, as Division 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 _____ as identification]

Rosemary A. Bolesina
Notary Public
Print Name ROSEMARY A. BOLESINA
My commission expires _____