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O BK 14121 PG 0372
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THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNE ESTATES AT SUMMERFIELD

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TOWNE ESTATES AT SUMMERFIELD (this **Third Amendment**) is made by U.S. Home Corporation, a Delaware corporation (**US Home**).

RECITALS

A. US Home recorded that certain Declaration of Covenants, Conditions and Restrictions for Towne Estates at Summerfield in Official Records Book 8841, at Page 0495 of the Public Records of Hillsborough County, Florida (the **Original Declaration**), the First Amendment to Declaration of Covenants, Conditions and Restrictions for Towne Estates at Summerfield in Official Records Book 8909, at Page 0573 of the Public Records of Hillsborough County, Florida (the **First Amendment**), and the Second Amendment to Declaration of Covenants, Conditions and Restrictions for Towne Estates at Summerfield in Official Records Book 9814, at Page 1595 of the Public Records of Hillsborough County, Florida (the **Second Amendment**), all respecting the residential community located in Hillsborough County, Florida, known as Towne Estates at Summerfield. This Third Amendment, together with the First Amendment and Second Amendment and Original Declaration shall hereinafter be collectively referred to as the **Declaration.**

B. Article IX, Section 6 of the Declaration provides that, so long as US Home owns a Lot (as defined in the Declaration) within the Properties (as defined in the Declaration), US Home, as Declarant, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. US Home owns at least one (1) Lot within the Properties.

NOW THEREFORE, US Home hereby declares that every portion of Towne Estates at Summerfield is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

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1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment.

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2. Conflicts. In the event that there is a conflict between this Third Amendment and the Original Declaration, the First Amendment and the Second Amendment this Third Amendment shall control. Whenever possible, this Third Amendment, the Original Declaration, the First Amendment and the Second Amendment shall be construed as a single document. Except as modified hereby, the Original Declaration, the First Amendment and the Second Amendment shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Section 5 of Article V of the Declaration is hereby amended as follows:

Section 5. Notice of Meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any members meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority thirty percent (30%) of all the votes of each class total voting interests of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

5. Section 9 of Article V of the Declaration is hereby amended as follows:

Section 9. Lien for Assessments. All sums assessed to any Lot pursuant to this Declaration, including those owned by the Declarant, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot in favor of the Association. The Association may assess against any Owner, as a special assessment, the costs of collection incurred in connection with the collection of assessments, or any other costs incurred by the Association in connection with the enforcement of the terms of the Declaration against an Owner.

6. The following Section 19 shall be added to Article V of the Declaration:

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Section 19. Suspension of Use Rights; Levy of Fines. The Association may suspend for a reasonable period of time the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Areas and facilities and may levy reasonable fines, not to exceed One Hundred and no/100 Dollars (\$100.00) per violation per day for each day of a continuing violation not to exceed One Thousand and no/100 Dollars (\$1,000.00) in the aggregate, against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association. The maximum amount of such fine to be imposed shall be governed by Florida Statutes and may be modified by the Association from time to time in accordance therewith. A fine or suspension may be imposed only after giving such Owner, tenant, guest or invitee at least fourteen (14) days written notice and an opportunity for a hearing before a committee of at least three (3) members of the Association appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. The committee must approve a proposed fine or suspension by a majority vote. No suspension of the right to use the Common Area shall impair the right of an Owner or Owner's tenant to have vehicular ingress to and egress from such Owner's Lot, including, but not limited to, the right to park. Fines levied against any Owner or any tenant, guest or invitee for failure to comply with the provisions of this Declaration, the Articles, Bylaws or rules and regulations promulgated by the Association, are hereby deemed assessments under the terms of this Declaration, and the payment of such fines shall be secured by a continuing lien against the Owner's Lot as provided in Article V. The failure to pay fines shall subject the Owner to any and all remedies available to the Association under the terms of this Declaration as if such fines are assessments. Whenever the term "assessments" is used in this Declaration, it shall include within its definition fines payable under this Section.

- 7. The following Section 19 shall be added to Article VII of the Declaration:

Section 19. Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Dwelling irrevocably grants the Association

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and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Dwelling, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

8. Leases. The following Section 20 shall be added to Article VII of the Declaration:

Section 20. Leases.

(a) Lease Agreements. Dwellings may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Dwelling. Individual rooms of a Dwelling may not be leased on any basis. No transient tenants may be accommodated in a Dwelling. All leases or occupancy agreements of Dwellings (collectively, "Lease Agreements") are subject to the following provisions:

(i) All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association if so requested by the Association;

(ii) All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by the Association, shall be submitted to the Association at least seven (7) days prior to commencement of the lease term;

(iii) The Owner shall pay the lease application fee prescribed by the Association. The initial lease application fee shall be twenty five dollars (\$25.00) and may be increased from time to time;

(iv) The Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of the Association shall provide such background check to the Association;

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(v) No Lease Agreement may be for a term of less than one (1) year;

(vi) No Dwelling may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship;

(vii) The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association;

(viii) The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association; Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;

(ix) All Lease Agreements shall require the Dwelling to be used solely as a private single family residence;

(x) Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Dwelling. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

(xi) Each Lease Agreement shall contain the Uniform Lease Exhibit designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

(b) Maximum Number of Tenant Occupants Per Dwelling. Each leased Dwelling shall be occupied by tenants, members of the

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tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of tenant occupants in any Dwelling, including overnight guests and professional caregivers, shall be as follows:

(i) In the event the Dwelling contains two (2) bedrooms, no more than four (4) persons shall be permitted.

(ii) In the event the Dwelling contains three (3) bedrooms, no more than six (6) persons shall be permitted.

(iii) In the event the Dwelling contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

(c) Right to Use Common Areas. During such time as a Dwelling is leased, the Owner of such Dwelling shall not enjoy the use privileges of the Common Areas appurtenant to such Dwelling.

(d) Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and No/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Dwelling and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Dwelling, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not comply with such obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as a special assessment. Notwithstanding anything to the contrary herein, the leasing of a Dwelling to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

(e) Amendment. Upon termination of Class B membership, this Article VII, Section 20 may be amended with the approval of sixty six and two-thirds percent (66- 2/3%) of all the votes (in person or by proxy) of the Association at a duly called meeting of the members.

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9. Section 5 of Article IX of the Declaration is hereby amended as follows:

~~Section 5. Amendment.~~ This Declaration may be amended from time to time by recording among the Public Records of Hillsborough County, Florida by:

(a) An instrument signed by the Declarant, as provided in Section 6 of this Article; or

(b) A vote of two-thirds (2/3) of the Voting Members, at a meeting called for such purpose, provided, that at such meeting, the presence of members or of proxies entitled to cast thirty percent (30%) of total voting interests of the membership shall constitute a quorum; or

(c) An instrument signed by the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section; or

(d) An instrument signed by two-thirds (2/3) of the Voting Members approving such amendment.

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any SWMS located within the Properties must have the prior approval of SWFWMD; such approval need not be recorded.

10. The Articles of Incorporation of the TOWNE ESTATES AT SUMMERFIELD HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**") which are Exhibit "B" of the Declaration are hereby amended as shown on Schedule "1" attached hereto and incorporated herein by this reference.

11. The Bylaws of the Association which are Exhibit "C" of the Declaration are hereby amended as shown on Schedule "2" attached hereto and incorporated herein by this reference.

12. This Third Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 10th day of July, 2004.

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WITNESSES:

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U.S. HOME CORPORATION, a Delaware corporation

Dawn Bailey
Print Name: Dawn Bailey

Alisha Kwiatek
Print Name: Alisha Kwiatek

By: Doyle D. Dudley
Name: Doyle D. Dudley
Title: Vice President

{SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing was acknowledged before me this 19th day of July, 2004 by Doyle D. Dudley as Vice President of U.S. HOME CORPORATION, a Delaware corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires: 11-1-2004
NOTARY PUBLIC, State of Florida at Large
Print name: Dawn Bailey



Dawn Bailey
MY COMMISSION # CC978976 EXPIRES
November 1, 2004
BONDED THRU TROY FAIN INSURANCE, INC.