

conveyed ninety percent (90%) of the Lots on the Property, this Declaration may be amended, rescinded, or terminated: (i) on or before January 1, 2004, by an instrument executed by the Association with the formalities from time to time required of a deed and signed by ninety percent (90%) of all Homeowners; and, (ii) thereafter by an instrument so executed by the Association and signed by not less than seventy percent (70%) of all Homeowners. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners. Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless one hundred percent (100%) of the Class B members shall approve and join in such instrument. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

**Section 3. Special Amendment.** Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth in Article X of this Declaration where applicable, Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Homeowner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on December 31, 2001.

**Section 4. Age Restrictions Amendment.** In order to preserve the retirement nature of the Project served by this Declaration and maintain an exemption from the applicable age discrimination provisions of the Fair Housing Act Amendments of 1988 or any similar federal, state, or local law regulation dealing with age discrimination, the Developer, as long as it owns any interest in a Lot in the Project, shall have the power to amend, from time to time, the Project Age Restriction set forth in Article III, Section 4(a)(ii) of this Declaration, unilaterally and without the consent of the Homeowners or any other party, and thereafter by the Board of Directors by majority vote of the members thereof. The Community Age Restriction set forth in Article III, Section 4(a)(ii) of this Declaration may only be modified or rescinded by consent of one hundred percent (100%) of the Homeowners of the Property subject to such restriction.

**Section 5. Additions to the Property.**

(a) Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Section, provided such is done within forty (40) years from the date this Declaration is recorded. Notwithstanding the foregoing, however, under no circumstances shall Developer be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by Developer or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Section, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Developer neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

(b) Procedure for Making Additions to the Property. Additions to the Property may be made by the following procedure:

(i) Developer shall have the right from time to time, in its discretion and without need for consent or approval by either the Association, any Homeowner, Resident or other Person to make additional land owned by Developer subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Developer must obtain the consent and approval of each holder of such mortgage(s).

(ii) The addition shall be accomplished by Developer filing of record in the public records a supplement to this Declaration with respect to the additional land extending the terms of the covenants and restrictions of this Declaration to such land as specifically and legally described. Such supplement need only be executed by Developer and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of mortgage(s) on such additional land. No joinder or consent of the Association, any Homeowner, Resident or other Person shall be required. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof. In no event, however, shall such additional provisions and/or modifications revoke, modify, or add to the covenants and restrictions established by this Declaration as such affect the land described in the original Exhibit A or added by a previous supplement.

(iii) Nothing contained in this Section shall obligate Developer to make additions to the Property.

Section 6. Rights of Mortgagees. Any First Mortgagee has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

(b) Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

(c) Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

(d) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that it required to be given to the Class A members of this Association under any provision of this Declaration or the Articles of Incorporation or By-Laws.

Section 7. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Project.

Section 8. Joinder. Should title to any Lot of the Project have been conveyed by Developer prior to the recording of this Declaration, such Homeowners of Lots by their signature to a Joinder shall be deemed to have joined with the Homeowner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

Section 9. Covenant Running with the Property. Except as otherwise provided herein, the covenants, conditions and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and the Homeowners, their heirs, successors and assigns, for a term of thirty (30) years after the date this Declaration is recorded in the public records of Hillsborough County, Florida, and shall be automatically renewed for successive periods of ten (10) years, unless the Homeowners, upon the affirmative vote of the holders of seventy percent (70%) of the voting interests decide within six (6) months of such renewal date, not to renew these covenants, conditions and restrictions, and a certificate executed by the president or the vice-president and secretary of the Association certifying to such vote is recorded in the public records of Hillsborough County, Florida.

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IN WITNESS WHEREOF, Developer has duly executed this instrument on this 21<sup>st</sup> day of February, 1995.

WITNESSES:

FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, formerly known as Sun City Center Corp.

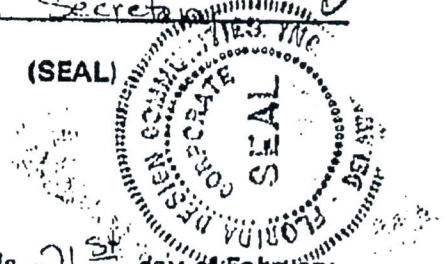
Rachel Bedford  
Name: Rachel Bedford

By: N. Condorosis  
Name: N. Condorosis  
Title: V. President

Ana M. Fitchett  
Name: Ana M. Fitchett

Attest: Patricia A. Kelsey  
Name: Patricia A. Kelsey  
Title: Asst. Secretary

(SEAL)



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of February, 1995, by Nick Condorosis and Patricia A. Kelsey, as V. President and Asst. Secretary, respectively, of FLORIDA DESIGN COMMUNITIES, INC., a Delaware corporation, formerly known as Sun City Center Corp., on behalf of the corporation, as Developer of Royal Doulton Estates. They  are personally known to me or  have produced \_\_\_\_\_ as identification.

My Commission Expires:

Patricia A. Worthington  
(Signature)

(AFFIX NOTARY SEAL)

Name: \_\_\_\_\_  
(Legibly Printed)  
Notary Public, State of Florida

\_\_\_\_\_  
(Commission Number, if any)

OFFICIAL NOTARY SEAL  
PATRICIA A WORTHINGTON  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC265569  
MY COMMISSION EXP. MAR. 14, 1997

## DESCRIPTION:

A parcel of land lying in Section 13, Township 32 South, Range 10 East and Section 18, Township 32 South, Range 20 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the Southeast corner of said Section 13, thence on the east boundary thereof  $N01^{\circ}43'26''W$ , a distance of 1678.86 feet; thence departing said east boundary  $S88^{\circ}16'34''W$ , a distance of 177.90 feet to a point on the boundary of SUN CITY CENTER UNIT 253, PHASE II as recorded in Plat Book 71, Page 74 of the Public Records of Hillsborough County, Florida; thence on said boundary  $S53^{\circ}39'04''W$ , a distance of 140.53 feet to the POINT OF BEGINNING, said point being the beginning of a curve concave northeasterly having a radius of 2205.00 feet and a central angle of  $02^{\circ}13'03''$ ; thence on the arc of said curve a distance of 85.34 feet, said arc subtended by a chord which bears  $S37^{\circ}27'27''E$  a distance of 85.33 feet to the curve's end and the beginning of a curve concave northeasterly having a radius of 400.00 feet and a central angle of  $31^{\circ}03'22''$ ; thence on the arc of said curve a distance of 216.81 feet, said arc subtended by a chord which bears  $S54^{\circ}05'40''E$  a distance of 214.17 feet to the curve's end; thence  $S69^{\circ}37'20''E$ , a distance of 87.44 feet; thence  $S20^{\circ}22'40''W$ , a distance of 77.66 feet to the beginning of a curve concave southeasterly having a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence on the arc of said curve a distance of 39.27 feet, said arc subtended by a chord which bears  $S65^{\circ}22'40''W$  a distance of 35.36 feet to the curve's end; thence  $S20^{\circ}22'40''W$ , a distance of 55.28 feet to the beginning of a curve concave northwesterly having a radius of 125.00 feet and a central angle of  $30^{\circ}43'47''$ ; thence on the arc of said curve a distance of 87.04 feet, said arc subtended by a chord which bears  $S35^{\circ}44'33''W$  a distance of 66.24 feet to the curve's end and the beginning of a curve concave southeasterly having a radius of 25.00 feet and a central angle of  $72^{\circ}29'08''$ ; thence on the arc of said curve a distance of 31.63 feet, said arc subtended by a chord which bears  $S14^{\circ}51'54''W$  a distance of 29.56 feet to the curve's end; thence  $S21^{\circ}22'38''E$ , a distance of 6.95 feet; thence  $S68^{\circ}37'22''W$ , a distance of 56.00 feet to the beginning of a curve concave southwesterly having a radius of 25.00 feet and a central angle of  $90^{\circ}00'00''$ ; thence on the arc of said curve a distance of 39.27 feet, said arc subtended by a chord which bears  $N66^{\circ}22'39''W$  a distance of 35.36 feet to the curve's end; thence  $S68^{\circ}37'22''W$ , a distance of 66.39 feet to the beginning of a curve concave northwesterly having a radius of 225.00 feet and a central angle of  $16^{\circ}09'11''$ ; thence on the arc of said curve a distance of 63.43 feet, said arc subtended by a chord which bears  $S76^{\circ}41'57''W$  a distance of 63.22 feet to the curve's end; thence  $S84^{\circ}46'32''W$ , a distance of 85.81 feet; to the beginning of a curve concave southeasterly having a radius of 25.00 feet and a central angle of  $80^{\circ}00'00''$ ; thence on the arc of said curve a distance of 39.27 feet, said arc subtended by a chord which bears  $S39^{\circ}46'32''W$  a distance of 35.36 feet to the curve's end; thence  $S05^{\circ}13'28''E$ , a distance of 33.72 feet; to the beginning of a curve concave northwesterly having a radius of 175.00 feet and a central angle of  $20^{\circ}29'50''$ ; thence on the arc of said curve a distance of 62.61 feet, said arc subtended by a chord which bears  $S05^{\circ}01'27''W$  a distance of 62.27 feet to the curve's end; thence  $S84^{\circ}46'32''W$ , a distance of 63.92 feet; to the beginning of a curve concave northeasterly having a radius of 545.00 feet and a central angle of  $38^{\circ}21'39''$ ; thence on the arc of said curve a distance of 364.89 feet, said arc subtended by a chord which bears  $N76^{\circ}02'38''W$  a distance of 358.11 feet to the curve's end; thence  $N56^{\circ}51'48''W$ , a distance of 222.47 feet; to the beginning of a curve concave southwesterly having a radius of 555.00 feet and a central angle of  $19^{\circ}03'34''$ ; thence on the arc of said curve a distance of 184.62 feet, said arc subtended by a chord which bears  $N66^{\circ}23'35''W$  a distance of 183.77 feet to the curve's end; thence  $N75^{\circ}55'22''W$ , a distance of 94.06 feet; thence  $N88^{\circ}49'59''W$ , a distance of 50.00 feet; thence  $S80^{\circ}08'46''W$ , a distance of 253.64 feet; thence  $S89^{\circ}50'32''W$ , a distance of 122.47 feet; thence  $N87^{\circ}13'34''W$ , a distance of 50.04 feet; thence  $N82^{\circ}36'43''W$ , a distance of 291.78 feet; thence  $S80^{\circ}34'26''W$ , a distance of 43.56 feet; thence  $N17^{\circ}04'46''W$ , a distance of 128.42 feet; thence  $N07^{\circ}25'22''W$ , a distance of 50.56 feet; thence  $N14^{\circ}55'10''W$ , a distance of 127.01 feet; thence  $N63^{\circ}37'37''E$ , a distance of 16.14 feet; thence  $N18^{\circ}12'42''E$ , a distance of 114.00 feet to the beginning of a curve concave southeasterly having a radius of 190.00 feet and a central angle of  $133^{\circ}21'35''$ ; thence on the arc of said curve a distance of 442.24 feet, said arc subtended by a chord which bears  $N84^{\circ}53'29''E$  a distance of 348.96 feet to the curve's end; thence  $S28^{\circ}25'43''E$ , a distance of 63.08 feet; thence  $S01^{\circ}50'15''W$ , a distance of 126.55 feet; thence  $S82^{\circ}36'43''E$ , a distance of 44.95 feet; thence  $N89^{\circ}47'42''E$ , a distance of 71.96 feet; thence  $N80^{\circ}08'46''E$ , a distance of 340.28 feet to the beginning of a curve concave southwesterly having a radius of 865.00 feet and a central angle of  $30^{\circ}38'44''$ ; thence on the arc of said curve a distance of 462.66 feet, said arc subtended by a chord which bears  $S72^{\circ}11'10''E$  a distance of 457.16 feet to the curve's end; thence  $S56^{\circ}51'48''E$ , a distance of 222.47 feet to the beginning of a curve concave northeasterly having a radius of 235.00 feet and a central angle of  $38^{\circ}21'39''$ ; thence on the arc of said curve a distance of 157.34 feet, said arc subtended by a chord which bears  $S76^{\circ}02'38''E$  a distance of 154.42 feet; thence  $N84^{\circ}46'32''E$ , a distance of 98.01 feet; thence  $S19^{\circ}50'17''E$ , a distance of 144.68 feet; thence  $N84^{\circ}46'32''E$ , a distance of 51.39 feet to the beginning of a curve concave northwesterly having a radius of 175.00 feet and a central angle of  $04^{\circ}54'49''$ ; thence on the arc of said curve a distance of 15.01 feet, said arc subtended by a chord which bears  $N82^{\circ}19'08''E$  a distance of 15.00 feet to the curve's end; thence  $N21^{\circ}22'38''W$ , a distance of 139.87 feet to the beginning of a curve concave southwesterly having a radius of 260.50 feet and a central angle of  $13^{\circ}44'47''$ ; thence on the arc of said curve a distance of 62.50 feet, said arc subtended by a chord which bears  $N28^{\circ}15'02''W$  a distance of 62.35 feet to the curve's end; thence  $N35^{\circ}07'25''W$ , a distance 204.27 feet; thence on a line 2.0 feet south of and parallel to the southerly boundary of SUN CITY CENTER UNIT 253, PHASE II as recorded in Plat Book 71, Page 74 of the Public Records of Hillsborough County, Florida,  $N54^{\circ}52'35''E$ , a distance of 125.50 feet to a point on the westerly right-of-way line of Pebble Beach Boulevard; thence continue on the boundary of said SUN CITY CENTER UNIT 253, PHASE II and the westerly right-of-way line of Pebble Beach Boulevard,  $S35^{\circ}07'25''E$ , a distance of 47.30 feet; thence continue on said boundary of SUN CITY CENTER UNIT 253, PHASE II,  $N53^{\circ}39'04''E$ , a distance of 100.00 feet to the POINT OF BEGINNING.

Containing 17.44 acres, more or less.

**JOINDER AND CONSENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR ROYAL DOULTON ESTATES**

THE FIRST NATIONAL BANK OF BOSTON, a national banking association, the holder of a Mortgage dated the 18th day of December, 1987, and recorded in Official Records Book 5295, Page 624, of the public records of Hillsborough County, Florida, as has been amended from time to time, which mortgage encumbers the real property described in Exhibit A to the foregoing Declaration of Covenants and Restrictions for Royal Doulton Estates, hereby consents to and subjects the lien of its mortgage to the terms and provisions of said Declaration.

DATE: February 27, 1995

WITNESSES:

**THE FIRST NATIONAL BANK OF  
BOSTON, a national banking  
association**

[Signature]  
Name: Nicholas Whiting  
[Signature]  
Name: Kevin C. Hake

By: Paul F. Di Vito V.P.  
Name: Paul F. Di Vito  
Title: Vice President

(SEAL)

STATE OF GEORGIA  
COUNTY OF DEKALB

The foregoing instrument was acknowledged before me this 27th day of February, 1995, by Paul F. Di Vito as Kevin C. Hake of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, on behalf of the Association. He/She  is personally known to me or  has produced \_\_\_\_\_ as Identification.

My Commission Expires:



(AFFIX NOTARY SEAL)

[Signature]  
(Signature)  
Name: Cheryl Geoffrion

(Legibly Printed)  
Notary Public, State of Georgia

Hillsborough County, Florida  
My Commission Expires May 28, 1998  
(Commission Number, if any)



Section 24. The term "committee" shall mean any committee appointed and constituted by the Board pursuant to the By-Laws, including, but not limited to, the Committee

3 Article III, Section 7 of the Declaration as originally recorded is hereby deleted in its entirety and replaced with the following language

Section 7 Irrigation Easement The Association has entered into an Easement Agreement ("Agreement") with Florida Design Communities, Inc ("WCI") for the maintenance and use of two (2) bodies of water commonly known as "Lake S-1" and "Lake T," as same are located adjacent to the Property and as are legally described in Exhibit B attached to such Agreement Pursuant to such Agreement, which is recorded in Official Records Book 8184, Pages 1493, public records of Hillsborough County, Florida, as amended, the Association has been granted an easement for the installation maintenance and operation of (1) two irrigation lines and two pumps for the sole purpose of irrigating the landscaping and the grassed areas located on the Lots, and (2) a well and an automatically controlled ground water pump for the sole purpose of sustaining the water level in Lake S-1 The provisions of this Section shall be binding upon the Association and WCI As provided in the Agreement, the Association shall be entitled to terminate use of Lake S-1 and Lake T as the water source for the Association's irrigation system No amendment to this Section shall be effective without the express written consent of WCI

4 Article IV, Section 2 of the Declaration as originally recorded is hereby deleted in its entirety and replaced with the following language

Section 2 Role of the Board and the Committee The purpose of the Board and the Committee is to insure the maintenance of the Property as a residential area of highest quality and standards and to insure that all improvements on each Lot present an attractive and pleasing appearance from all sides of view All references to the Committee shall also reference the Board

5 Article IV, Section 3 of the Declaration as originally recorded is hereby deleted in its entirety and replaced with the following language

Section 3 Composition of the Committee The Board shall appoint the chairman and members of the Committee The Board may remove committee member(s) if determined beneficial Where a vacancy(ies) on the Committee occurs, a successor(s) shall be appointed by the Board

6 Article IV, Section 4 of the Declaration is hereby amended to read as follows

Section 4 Powers of the Committee ~~The Committee shall have the exclusive power and discretion to control and approve~~ The Committee shall represent, act as directed by, and report to the Board The Board shall retain final authority in case of differing opinions The Committee shall



evaluate, control and approve construction, remodeling, or additions to the buildings, Dwellings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No Dwelling, building, fence, wall, utility yard, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main Dwelling, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change (including repainting) or alteration thereto be made, nor shall any change in the landscaping, elevation or surface contour of a Lot be made, unless and until building plans and specifications covering same ("Plans and Specifications"), showing such information as may be required by the Committee, have been submitted to and approved in writing by the Committee. Acceptance or rejection of Plans and Specifications shall be made by majority vote.

7 Article IV, Section 6 of the Declaration is hereby amended to read as follows

Section 6 Plans and Specifications. The Committee ~~may~~ requires that all Plans and Specifications be accompanied by site plans which show the siting of the Dwellings on each side of the Dwelling under consideration. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a minimum of three (3) two (2) complete sets, or as many as requested by the Committee, of Plans and Specifications must be submitted to the Committee. In addition, if requested by the Committee, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require. All Plans and Specifications shall be prepared by an architect and/or professional engineer registered in the State of Florida. The architect and/or professional engineer submitting the Plans and Specifications must state in writing that he has visited the site and is familiar with all existing site conditions. These requirements pertaining to Plans and Specifications may be waived, in whole or in part, by the Committee upon application of the Homeowner showing good cause for waiving such requirement(s). All requests for improvements must be submitted on the most recently-promulgated Association forms. Each page is to be numbered, signed and dated by all adjacent neighbors, Committee members and/or Board members evaluating the request.

8 Article IV, Section 8 of the Declaration is hereby amended to read as follows

Section 8 Rejection of Plans and Specifications by the Committee. The Committee shall have the ~~absolute and exclusive~~ right to refuse to approve any Plans and Specifications which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the developer of the Property. In the event the Committee rejects such Plans and Specifications as submitted, the Committee shall so inform the Homeowner in writing, stating with reasonable detail the reason(s) for disapproval. In passing upon such Plans and Specifications, the Committee may take into consideration the suitability and desirability of proposed construction and the materials of which the same

are proposed to be built, the Lot upon which such construction is proposed to be erected, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring Lots

9 Article IV, Section 10 of the Declaration is hereby amended to read as follows

Section 10 Appeal by Aggrieved Homeowner If the Committee rejects such Plans and Specifications, the aggrieved Homeowner and/or other interested Homeowner may appeal such adverse decision by submitting to the Board. If after the Board's review the aggrieved Homeowner, and/or other interested Homeowner, is in disagreement with the Board's decision, the aggrieved Homeowner, and/or other interested Homeowner, may appeal such adverse decision by submitting of Directors in writing a request for a special meeting of all Homeowners (excluding the Developer) to consider the propriety of the Committee's decision within ten (10) days after receipt of such written request. The Board thereafter shall call a special meeting, and the costs pertaining to such special meeting shall be borne by the Association Homeowner. At such special meeting, the proposal made by the Homeowner and the decision of the Committee and the Board, together with the stated reasons for the rejection of the proposal, shall be made available to all Homeowners. A vote of ~~seventy five percent (75%)~~ of all Homeowners (excluding the Developer) a majority of the required quorum of Homeowners present, in person or by proxy, at the special meeting shall be necessary to overturn a decision of the Committee and the Board. Developer shall not vote

10 Article IV, Section 11 of the Declaration is hereby amended to read as follows

Section 11 Liability of the Committee Notwithstanding anything in this Article IV to the contrary, the Board of Directors and/or the Committee shall merely have the right, but not the duty, to exercise architectural control, and shall not be liable to any Homeowner, the Association or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any Plans or Specifications or any improvement shall not be deemed to be a determination or warranty that such Plans or Specifications or improvements

- (i) are complete or do not contain defects, or
- (ii) in fact meet any standards, guidelines and/or criteria of the Committee or the Board, or
- (iii) are in fact architecturally or aesthetically appropriate, or
- (iv) comply with any applicable governmental requirements

Furthermore, the Board of Directors and the Committee shall not be liable for any defect or deficiency in such Plans or Specifications or improvements or any injury resulting therefrom

11 Article VIII, Section 17 of the Declaration is hereby amended to read as follows

Section 17 Initial Funding of Working Capital Fund At the time the initial sale of each Lot is closed, the purchaser of the Lot shall pay to the Association an amount equal to two (2) times the initial monthly General Assessment for such Lot ("Initial Working Capital Fund Payment") This sum shall be used and applied for start-up costs and as a working capital fund in connection with all ~~initial~~ operating expenses for the Association ~~This payment shall not be refundable or applied as a credit against the Homeowner's payment of assessments~~

12 Article XIV, Section 2 of the Declaration is hereby amended to read as follows

Section 2 Amendment Subject to the provisions of Article X of this Declaration and as may be otherwise provided herein, ~~Developer may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to two (2) years after the date on which Developer shall have conveyed ninety percent (90%) of the Lots on the Property Subject to the provisions of Article X of this Declaration and as may be otherwise provided herein, two (2) years after Developer shall have conveyed ninety percent (90%) of the Lots on the Property, this Declaration may be amended, rescinded, or terminated (i) on or before January 1, 2004, by an instrument executed by the Association with the formalities from time to time required of a deed and signed by ninety percent (90%) of all Homeowners, and, (ii) thereafter by an instrument so executed by the Association and signed by not less than seventy percent (70%) of all Homeowners No amendment is effective until recorded, and the Association's proper execution will entitle it to public record, notwithstanding the informal execution by the requisite percentage of Homeowners Notwithstanding the foregoing, no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless one hundred percent (100%) of the Class B members shall approve and join in such instrument For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded~~

IN WITNESS WHEREOF, WCI, as the Developer of the Project, has duly executed this instrument on this 12<sup>th</sup> day of August, 1999.

WITNESSES:

WCI COMMUNITIES, INC., a Delaware corporation, formerly known as Florida Design Communities, Inc.

Name: *Dolores Dougherty*  
Print Name: DOLORES DOUGHERTY

By: *R.C. Beyer, Jr.*  
R.C. Beyer, Jr., Vice President

Name: *Patricia P. Toler*  
Print Name: PATRICIA P. TOLER

(SEAL)

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

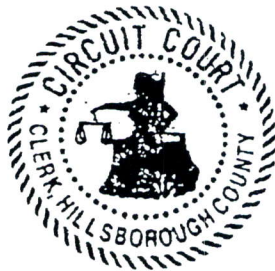
The foregoing instrument was acknowledged before me this 12 day of August, 1999, by R.C. Beyer, Jr., as Vice President of WCI COMMUNITIES, INC., a Delaware corporation, formerly known as Florida Design Communities, Inc., on behalf of the corporation, as Developer of Royal Doulton Estates. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires: 6/16/2001

(AFFIX NOTARY SEAL)

*Magdalena Aiello*  
(Signature)  
Name: Magdalena Aiello  
(Legibly Printed)  
Notary Public, State of Florida  
CC 656010  
(Commission Number, if any)

MAGDALENA T. AIELLO  
My Comm Exp 6/16/2001  
Bonded By Service Ins  
No CC656010  
 Personally Known  Other ID.



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH,

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS 12 DAY OF AUGUST 19 99

RICHARD WKE, CLERK  
BY *Richard Wke* D.C.

Prepared by and return to:  
Steven H. Mezer, Esquire  
Bush Ross, P.A.  
Post Office Box 3913  
Tampa, FL 33601-3913

INSTRUMENT#: 2011116362, O BK 20449  
PG 1220-1279 04/06/2011 at 04:17:02 PM,  
DEPUTY CLERK: ADANIEL Pat Frank, Clerk of  
the Circuit Court Hillsborough County

(NOTE: This amendment is the SECOND AMENDMENT TO THE COVENANTS AND  
RESTRICTIONS for Royal Doulton Estates)

\_\_\_\_\_ [space above line for recording information] \_\_\_\_\_

**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
ROYAL DOULTON ESTATES**

We, Richard Stanhope, President, and Paul Davis, Secretary, of Royal Doulton Estates Property Owners' Association, Inc., do hereby certify that, in accordance with Article XIV, Section 2 of the Declaration of Covenants and Restrictions for Royal Doulton Estates, as originally recorded in Official Records Book 7681, Page 1391, Public Records of Hillsborough County, Florida, the following amendments to the Declaration of Covenants and Restrictions for Royal Doulton Estates were duly approved by an instrument executed by Royal Doulton Estates Property Owners' Association, Inc. and signed by not less than seventy percent (70%) of the homeowners, which original Consent and Joinder documents are attached hereto as composite Exhibit "A":

**I. Article III, Section 4(a)(xxii) of the Declaration of Covenants and Restrictions for Royal Doulton Estates is created to read as follows:**

(xxii) No Unit shall be leased without the prior written approval of the Association. No Unit may be leased more than twice in any 365 day period, regardless of the duration of any lease or occupancy. When leased, only the entire Dwelling may be leased and there shall be no subleasing. Prior to leasing a Unit or Dwelling, the Owner shall provide the Board of Directors with an application for approval of rental using the form provided by the Association, together with evidence that at least one of the proposed tenants is 55 years of age or older. When a Unit or Dwelling is leased, the Owner shall be responsible for his or her tenants' compliance with this Declaration and the Rules and Regulations of the Association.

**II. Article III Section 8 of the Declaration of Covenants and Restrictions for Royal Doulton Estates is created to read as follows:**

Section 8. Restrictions on Leasing. No Unit or Dwelling may be leased for any duration without the prior written approval of the Board of Directors. No Unit or Dwelling may be leased or rented more than twice in any 365 day period, regardless of the duration of the lease. Any Owner intending to lease or rent his or her Unit or Dwelling shall complete an application form as provided by the Association together with such other information as may be reasonably required by the Board of Directors. No lease shall be approved for occupancy for more than a single family. The Board of Directors shall have 14 days from receipt of the completed application and all requested information within which to approve or deny the application. Notwithstanding the foregoing, not more than 10 Units or Dwellings may be leased or rented at any time. No tenancy shall be approved unless at least one of the proposed occupants is 55 years of age or older. The Board of Directors is authorized to promulgate rules and procedures for submission of applications for approval of renting/leasing and a waiting list to be used if 10 of the Units/Dwellings are already rented or leased. Any occupancy for residential purposes by a person who does not have a residence elsewhere in the absence of the Owner shall be deemed a rental or lease and subject to prior approval pursuant to this section. Any occupancy for residential purposes of a Unit or Dwelling in violation of this provision is subject to termination by the Board of Directors and eviction proceedings by the Association at the expense of the Owner of the Unit or Dwelling. No Unit or Dwelling shall be approved for lease or rental if there is an assessment or other monetary obligation owed by the applicant/Owner to the Association which is more than the (10) days past due.

**CODING:** Deleted language is marked with a ~~strikethrough line~~ and new language is marked with a double underline.

Signed, sealed and delivered in  
the presence of:

Sunny Wiggins  
Print name: Sunny Wiggins

Low Ellen Wilson  
Print name: Low Ellen Wilson

ROYAL DOLTON ESTATES PROPERTY  
OWNERS' ASSOCIATION, INC.

By: Richard Stanhope  
Richard Stanhope, President

Signed, sealed and delivered in

Sunny Wiggins  
Print name: Sunny Wiggins

Low Ellen Wilson  
Print name: Low Ellen Wilson

ATTEST: the presence of:

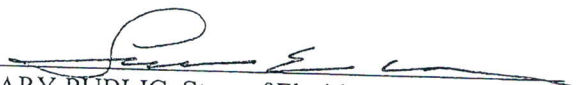
By: Paul Davis  
Paul Davis, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instruments was acknowledged before me this 7<sup>th</sup> day of March, 2011 by Richard Stanhope, President, and Paul Davis, Secretary, of the Royal Doulton Estates Property Owners' Association, Inc. who are personally known to me, who did not take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants and Restrictions for Royal Doulton Estates, and acknowledge the execution thereof to be their free act and indeed as such officers for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 7<sup>th</sup> day of March, 2011.

(SEAL)

  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires:

