

PREPARED BY AND TO BE RETURNED TO
ROBERT S. FREEDMAN, ESQUIRE
CARLTON, FIELDS, WARD, EMMANUEL,
SMITH & CUTLER, P A
POST OFFICE BOX 3239
TAMPA, FLORIDA 33601-3239

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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
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AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT is made as of the 12th day of October, 1998, by and between ROYAL DOULTON ESTATES PROPERTY OWNERS' ASSOCIATION, INC, a Florida not-for-profit corporation ("**Association**") and WCI COMMUNITIES, INC, a Delaware corporation, formerly know as Florida Design Communities, Inc ("**WCI**")

WITNESSETH:

WHEREAS, the Association and WCI are the parties to that certain Easement Agreement recorded in Official Records Book 8184, Page 1493, public records of Hillsborough County, Florida ("**Easement Agreement**"), and

WHEREAS, in anticipation of transfer of control of the Association to the non-developer members, the Association and WCI now desire to make certain amendments to the Easement Agreement as set forth hereinafter,

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and WCI hereby state as follows (to the extent applicable, double-underlined text has been added and ~~strikeout text~~ has been deleted)

1 The foregoing recitals are true and correct and are hereby incorporated as if fully set forth hereinafter

2 The third recital clause contained on the first page of the Easement Agreement is hereby amended to read as follows

WHEREAS, WCI is the owner of ~~a lake~~ two (2) lakes, commonly known as "Lake S-1" and "Lake T," more particularly described in Exhibit B hereto ("**Lake Property**"), which lakes ~~is~~ are adjacent to the Royal Doulton Estates Property,

3 Paragraph 2 of the Easement Agreement is hereby amended to read as follows

2 **Easement for Operation, Maintenance, Repair and Replacement of Well and Related Transmission Lines.** WCI hereby grants to the Association and declares unto the present and future owners, lessees, occupants, mortgagees, invitees and users of the Royal Doulton Estates Property a non-exclusive easement for the purpose of operation, maintenance, repair and replacement of a well and related transmission lines for the purpose of providing waters to the Royal Doulton Estates Property necessary for irrigation on the Royal Doulton Estates Property

In order to maintain the herein stated requirements of the Association to operate the irrigation system, the Association and WCI shall be the only users of water from the Lake Property for such period of time as this Easement Agreement is in effect and force. WCI shall not allow others to use water from any portion of Lake S, Lake S-1, Lake S-2 and/or Lake T without express written approval from the Association's Board of Directors during such time as this Easement Agreement shall be in full force and effect.

4 Paragraph 3 of the Easement Agreement is hereby amended to read as follows

3 Easement for Installation of Well and Related Transmission Lines; Termination of Easement. ~~WCI shall be responsible for the installation of the well and all related transmission lines to be installed in accordance with this Easement Agreement.~~ WCI shall be responsible for the installation of a four inch (4") well and all related transmission lines to be installed in accordance with this Easement Agreement. In order to so install such well and related transmission lines, the Association hereby grants to WCI a perpetual non-exclusive easement for access over, across, ~~through~~ through and under any and all portions of the Royal Doulton Estates Property not improved with Dwellings (as defined in the Royal Doulton Estates Declaration) for purposes of installing such equipment. The location and siting of such well and related transmission lines on both the Lake Property and the Royal Doulton Estates Property shall be solely determined by WCI, and WCI reserves the right, at any time and for any reason to relocate such well and related transmission lines. Following installation of the well and all related transmission lines, the Association shall be responsible for the operation, maintenance, repair and replacement of such well and all related transmission lines. WCI and the Association hereby declare for themselves and their respective successors and assigns a perpetual non-exclusive easement over, across, ~~through~~ through and under any and all portions of the Royal Doulton Estates Property not improved with Dwellings (as defined in the Royal Doulton Estates Declaration) for the purposes of maintaining, repairing, replacing and reconstructing such equipment.

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. Such termination shall become effective upon the recording in the public records of Hillsborough County, Florida, of an instrument to such effect, upon and after which all obligations and duties under this Easement Agreement by and between the parties shall be rendered null and void. Notwithstanding such fact of termination, WCI shall be entitled at any time after such termination by the Association to enter upon the Royal Doulton Estates Property for purposes of removing, modifying or closing any and all transmission lines and structures pertaining to the drawing of water from the Lake Property.

5 Paragraph 4 of the Easement Agreement is deleted in its entirety and the following language shall hereinafter constitute such Paragraph 4

4 Water Levels. The Association shall be responsible to augment the water level in Lake S-1 to sustain at least the design low water ("DLW") elevation whenever Association irrigation pumping causes the water level in Lake S-1 to drop below the DLW elevation of 55.16 feet above sea level. The

Association shall not be responsible to augment the water level in Lake S-1 to sustain the DLW elevation when (1) natural causes result in low water level, or (2) WCI withdraws water from Lake S-1 which results in a water level below the DLW elevation. Should WCI withdraw water from Lake S-1 which causes the water level to fall below the DLW elevation, WCI shall be responsible to augment the water level up to the DLW elevation within a reasonable period of time not to exceed seven (7) days.

6 Paragraph 6 of the Easement Agreement is hereby amended to read as follows

6 **Association Maintenance of Grass and Lawn Areas.** As noted in Article VI, Section 1(f) of the Royal Doulton Estates Declaration, the Association is responsible for the maintenance (including, ~~but~~ but not limited to, irrigation) of all grass and lawn areas within the Royal Doulton Estates Property, including, but not limited to, lawns or grass areas located on any lot within Royal Doulton Estates. In addition, the Association shall be responsible for the maintenance of all grass and lawn areas which extend beyond the boundary of a lot in Royal Doulton Estates down to the edge of the water contained in ~~the~~ Lake S-1 ~~Property~~. WCI shall be responsible to maintain lawns or grass areas and irrigation on those lots within the Royal Doulton Estates Property which WCI owns until title to the lot is transferred to a third party.

7 Exhibit B to the Easement Agreement is hereby replaced and superseded by the legal description of the Lake Property attached hereto and made a part hereof and labeled Exhibit B for purposes of consistency with the Easement Agreement

IN WITNESS WHEREOF, the parties hereto, by and through their duly-appointed officers and under their respective corporate seals, have executed this instrument as of the date and year first noted above.

WITNESSES:

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

Name: Dolores Daugherty
Print Name: DOLORES DAUGHERTY

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

Exhibit B

Lake Property

Page 1 of 2

A parcel of land lying in Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, explicitly described as follows:

Commence at the Southeast corner of said Section 13; thence on the east boundary thereof N01°43'26"W, a distance of 1154.55 feet; thence departing said east boundary S88°16'34"W, a distance of 319.30 feet to a point on the boundary of SUN CITY CENTER UNIT 257, PHASE I as recorded in Plat Book 75, Page 37 of the Public Records of Hillsborough County, Florida and the POINT OF BEGINNING and the beginning of a curve concave northwesterly having a radius of 175.00 feet and a central angle of 04°54'49"; thence on the boundary of said SUN CITY CENTER UNIT 257, PHASE I and on the arc of said curve a distance of 15.01 feet, said arc subtended by a chord which bears S82°19'08"W a distance of 15.00 feet to the curve's end; thence continue on said boundary the following eight (8) courses (1) S84°46'32"W, a distance of 51.39 feet; thence (2) N19°50'17"W, a distance of 144.68 feet; thence (3) S84°46'32"W, a distance of 48.01 feet; thence (4) S84°46'32"W, a distance of 50.00 feet to the beginning of a curve concave northeasterly having a radius of 235.00 feet and a central angle of 38°21'39"; thence (5) on the arc of said curve a distance of 157.34 feet, said arc subtended by a chord which bears N76°02'38"W a distance of 154.42 feet to the curve's end; thence (6) N56°51'48"W, a distance of 222.47 feet to the beginning of a curve concave southwesterly having a radius of 865.00 feet and a central angle of 30°38'44"; thence (7) on the arc of said curve a distance of 462.66 feet, said arc subtended by a chord which bears N72°11'10"W a distance of 457.16 feet to the curve's end; thence (8) S80°08'46"W, a distance of 60.57 feet; thence departing said boundary N01°28'53"W, a distance of 20.22 feet; thence N80°08'46"E, a distance of 86.12 feet; thence N54°54'26"E, a distance of 88.47 feet to the beginning of a curve concave southeasterly having a radius of 25.00 feet and a central angle of 42°48'04"; thence on the arc of said curve a distance of 18.68 feet, said arc subtended by a chord which bears N76°18'28"E a distance of 18.24 feet to the curve's end; thence S82°17'30"E, a distance of 86.48 feet to the beginning of a curve concave northwesterly having a radius of 65.00 feet and a central angle of 36°29'14"; thence on the arc of said curve a distance of 41.39 feet, said arc subtended by a chord which bears N79°27'53"E a distance of 40.70 feet to the curve's end; thence N61°13'16"E, a distance of 85.25 feet to the beginning of a curve concave southwesterly having a radius of 77.00 feet and a central angle of 89°51'51"; thence on the arc of said curve a distance of 120.77 feet, said arc subtended by a chord which bears S73°50'49"E a distance of 108.77 feet to the curve's end; thence S28°54'53"E, a distance of 51.07 feet to the beginning of a curve concave northeasterly having a radius of 70.00 feet and a central angle of 33°35'18"; thence on the arc of said curve a distance of 41.04 feet, said arc subtended by a chord which bears S45°42'32"E a distance of 40.45 feet; thence S62°30'11"E, a distance of 150.26 feet; thence S46°42'16"E, a distance of 253.09 feet; thence EAST, a distance of 109.66 feet to the boundary of the aforesaid SUN CITY CENTER UNIT 257, PHASE I; thence on said boundary the following three (3) courses (1) S35°07'25"E, a distance of 5.53 feet to the beginning of a curve concave southwesterly having a radius of 260.50 feet and a central angle of 13°44'47"; thence (2) on the arc of said curve a distance of 62.50 feet, said arc subtended by a chord which bears S28°15'02"E a distance of 62.35 feet to the curve's end; thence (3) S21°22'38"E, a distance of 139.87 feet to the POINT OF BEGINNING.


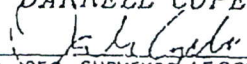
Containing 3.05 acres, more or less.

REF 194 P 1500

Lake Property

DESCRIPTION LAKE "T": PER O.R. 5809, PG. 30

DESCRIPTION: A parcel of land lying in Section 13, Township 32 South, Range 19 East, Hillsborough County, Florida, said parcel being more particularly described as follows: From the Southwest corner of Lot 18, Block 1, SUN CITY-UNIT NO.52, as recorded in Plat Book 67, Page 6, Public Records of Hillsborough County, Florida, run thence along the Southerly boundary of said SUN-CITY-UNIT NO.52 N.82°11'24"E., 399.19 feet to the Southeasterly most corner of said SUN CITY - UNIT NO.52; thence S.14°15'28"E., 913.38 feet; thence S.48°53'57"E., 420.28 feet; thence S.69°02'12"E., 274.30 feet; thence S.80°53'24"E., 215.11 feet; thence N.7°01'32"E., 91.37 feet; thence S.18°58'28"E., 190.00 feet; thence S.71°01'32"W., 35.71 feet; thence S.18°58'28"E., 125.00 feet; thence S.71°01'32"W., 90.00 feet to the POINT OF BEGINNING; thence S.21°37'18"E., 83.86 feet to a point of curvature; thence Southwesterly, 76.83 feet along the arc of a curve to the right having a radius of 50.00 feet and a central angle of 88°02'32" (chord bearing S.22°23'58"W., 69.49 feet) to a point of tangency; thence S.66°25'14"W., 290.58 feet to a point of curvature; thence Southwesterly, 53.29 feet along the arc of a curve to the right having a radius of 180.00 feet and a central angle of 16°57'48" (chord bearing S.74°54'08"W., 53.10 feet) to a point of reverse curvature; thence Southwesterly, 51.51 feet along the arc of a curve to the left having a radius of 180.00 feet and a central angle of 16°23'42" (chord bearing S.75°11'11"W., 51.33 feet) to a point of tangency; thence S.66°59'20"W., 124.52 feet to a point of curvature; thence Northwesterly, 218.13 feet along the arc of a curve to the right having a radius of 125.00 feet and a central angle of 99°59'07" (chord bearing N.63°01'07"W., 191.49 feet) to a point of tangency; thence N.13°01'33"W., 116.07 feet; thence S.76°58'27"W., 191.38 feet to a point on a curve; thence Southerly, 151.67 feet along the arc of a curve to the right having a radius of 160.00 feet and a central angle of 54°18'49" (chord bearing S.01°26'24"E., 146.06 feet) to a point of compound curvature; thence Southwesterly, 117.74 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 89°57'00" (chord bearing S.70°41'30"W., 106.02 feet) to a point of tangency; thence N.64°20'00"W., 90.43 feet to a point of curvature; thence Westerly, 64.84 feet along the arc of a curve to the left having a radius of 80.00 feet and a central angle of 46°26'20" (chord bearing N.87°33'10"W., 63.08 feet) to a point of reverse curvature; thence Northwesterly, 90.51 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 69°08'42" (chord bearing N.76°11'58"W., 85.12 feet) to a point of reverse curvature; thence Northwesterly, 224.05 feet along the arc of a curve to the left having a radius of 350.00 feet and a central angle of 36°40'37" (chord bearing N.59°57'56"W., 220.24 feet) to a point of reverse curvature; thence Northwesterly, 102.21 feet along the arc of a curve to the right having a radius of 75.00 feet and a central angle of 78°04'47" (chord bearing N.39°15'51"W., 94.48 feet) to a point of tangency; thence N.00°13'28"W., 40.00 feet; thence S.89°46'32"W., 185.00 feet; thence N.00°13'28"W., 30.66 feet; thence S.89°46'32"W., 179.36 feet; thence N.02°40'10"W., 13.78 feet; thence N.03°56'50"W., 6.24 feet; thence N.89°46'32"E., 200.35 feet; thence S.00°13'28"E., 30.66 feet; thence N.89°46'32"E., 165.00 feet; thence N.00°13'28"W., 52.50 feet to a point of curvature; thence Northeasterly, 62.42 feet along the arc of a curve to the right having a radius of 30.00 feet and a central angle of 119°12'48" (chord bearing N.59°22'56"E., 51.75 feet) to a point of tangency; thence S.61°00'40"E., 125.57 feet to a point of curvature, thence Easterly, 76.99 feet along the arc of a curve to the left having a radius of 75.00 feet and a central angle of 58°49'11" (chord bearing N.89°34'45"E., 73.65 feet) to a point of reverse curvature; thence Northeasterly, 16.94 feet along the arc of a curve to the right having a radius of 150.00 feet and a central angle of 06°28'09" (chord bearing N.63°24'14"E., 16.93 feet); thence N.09°26'58"W., 111.37 feet; thence N.38°12'49"E., 27.80 feet; thence S.51°47'11"E., 20.00 feet; thence S.38°12'49"W., 12.20 feet; thence S.09°26'58"E., 103.10 feet to a point on a curve; thence Southeasterly, 138.72 feet along the arc of a curve to the right having a radius of 150.00 feet and a central angle of 52°59'07" (chord bearing S.77°11'14"E., 133.83 feet) to a point of reverse curvature; thence Southeasterly, 112.66 feet along the arc of a curve to the left having a radius of 375.00 feet and a central angle of 17°12'48" (chord bearing S.59°18'04"E., 112.24 feet) to a point of reverse curvature; thence Southeasterly, 77.51 feet along the arc of a curve to the right having a radius of 160.00 feet and a central angle of 27°45'25" (chord bearing S.54°01'46"E., 76.76 feet) to a point of tangency; thence N.76°58'27"E., 239.00 feet; thence N.36°04'35"E., 156.11 feet; thence S.74°24'19"E., 267.94 feet; thence N.86°07'41"E., 214.57 feet; thence N.71°01'32"E., 86.62 feet to the POINT OF BEGINNING.

BOOK _____ PAGE _____ JOB NO _____ CERTIFIED TO:									
									
D&E SURVEYING, INC. 111 FLAMINGO DRIVE APOLLO BEACH, FLORIDA 33572 (LB#4887) (813) 645-3098									
I CERTIFY THAT THIS PLAN MEETS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS OF CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472 DARRELL COPELAND  FLA REG SURVEYOR 45290 ATE 5-1-79	<table border="1"> <tr> <td>DATE</td> <td>C OF P</td> <td>DWG</td> <td>CHECKED</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	DATE	C OF P	DWG	CHECKED				
DATE	C OF P	DWG	CHECKED						

WITNESSES:

ROYAL DOULTON ESTATES PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

James E. Foley
James E. Foley, Vice President

By Richard G. Stanhope
Richard G. Stanhope, President

Herman E. Weston, Jr.
Herman E. Weston, Jr., Treasurer

Naoma J. Cullen
Naoma J. Cullen, Director

James E. Foley
James E. Foley, Vice President

Attest Jean M. Anderson
Jean M. Anderson, Secretary

Herman E. Weston, Jr.
Herman E. Weston, Jr., Treasurer

(SEAL)

Naoma J. Cullen
Naoma J. Cullen, Director

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of June, 1999, by Richard G Stanhope and Jean M Anderson, as President and Secretary, respectively, of ROYAL DOULTON ESTATES PROPERTY OWNERS ASSOCIATION, INC, a Florida not-for-profit corporation, on behalf of the corporation They either are personally known to me or have produced drivers license as identification

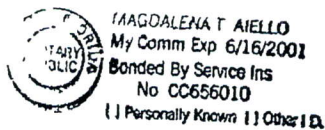
My Commission Expires 6/16/2001

Magdalena T. Aiello
(Signature)

(AFFIX NOTARY SEAL)

Name Magdalena T. Aiello
(Legibly Printed)

Notary Public, State of Florida



CC 656010
(Commission Number, if any)