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HILLSBOROUGH COUNTY
DEPUTY CLERK V Roche

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FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
ROYAL DOULTON ESTATES

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ROYAL DOULTON ESTATES ("First Amendment") is made by WCI COMMUNITIES, INC, a Delaware corporation, formerly known as Florida Design Communities, Inc ("WCI")

WITNESSETH:

WHEREAS, the Declaration was recorded on March 1, 1995, in Official Records Book 7681, Page 1391, public records of Hillsborough County, Florida, and

WHEREAS, WCI is the Developer of the Project pursuant to the Declaration, and

WHEREAS, in contemplation of the transfer of control of the Association (as defined in the Declaration) from WCI to the non-WCI Homeowners, WCI desires to make amendments to the Declaration on behalf of and at the request of the Homeowners, and

WHEREAS, Article XIV, Section 2 of the Declaration provides that the Developer is entitled to amend the provisions of the Declaration 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, and

WHEREAS, at least a majority of the members of the Association stated their consent to the terms of this instrument at a duly-called and noticed meeting of the Association held in accordance with the Association's By-Laws on October 12, 1998,

NOW, THEREFORE, in consideration of the foregoing, WCI, so having the power to amend the Declaration and with the consent of at least a majority of the members of the Association, does 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 by this reference as if fully set forth hereinafter

2 Article I, Section 24 of the Declaration is hereby created to read as follows

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 Flonda 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 require~~ 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%)~~ a majority of the required quorum of Homeowners (excluding the Developer) 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 12th 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.

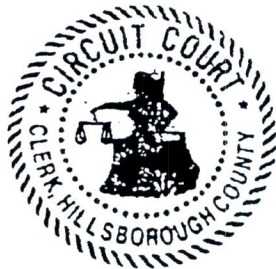
My Commission Expires: 6/16/2001

(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 (D)



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 12th DAY OF AUGUST 19 99

RICHARD WKE, CLERK
BY Richard Wke D.C.