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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
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**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING MEADOW**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SPRING MEADOW ("Second Amendment") is made by WCI Communities, Inc., a Delaware corporation, formerly known as Florida Design Communities, Inc. ("**Declarant**")

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Spring Meadow was recorded on July 14, 1998, in Official Records Book 9134, Page 825, public records of Hillsborough County, Florida, as amended from time to time (the "**Declaration**"), and

WHEREAS, Article X, Section 5 of the Declaration allows Declarant to amend the provisions of the Declaration without the consent of any other party until such time as transfer of control of the Association (as defined in the Declaration) has occurred, which event has not occurred as of the effective date hereof, and

WHEREAS, in accordance with and at the request of the Lot Owners, Declarant now desires to amend certain provisions of the Declaration in accordance with the provisions of Article X, Section 5 thereof, as more specifically described hereinafter,

NOW, THEREFORE, Declarant hereby states as follows (for purposes hereof where applicable, double-underlined text indicates text which has been added and ~~strikeout text~~ indicates text which has been deleted)

1 The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter

2 Article VI, Section 6 of the Declaration is hereby amended to read as follows

Section 6 Animals No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except that (a) cats, dogs and other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes, (b) no person owning or in custody of a dog pet shall allow the dog pet to stray or go upon another Lot without the consent of the Owner of such Lot, and (c) no more than a total of 2 animals may be kept on any Lot. Each dog pet must be on a leash when the dog pet is outside of the Owner's Lot

3 Article VI, Section 7 of the Declaration is hereby amended to add the following as the third paragraph

In addition, no fences, walls and/or hedges shall be permitted on any Lot that lies adjacent to Griffin Boulevard.

4 Article VI, Section 11 of the Declaration is hereby amended to read as follows

Section 11 Antennas and Satellite Dishes Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Dwelling shall be permitted without any requirement for approval from the Board of Directors No ham radio antennas or the like shall be permitted on the Property except to the extent permitted in accordance with rules and regulations duly promulgated by the Association and following written approval of the Board of Directors No satellite dish shall be greater than one (1) meter in diameter.

5 Article VI, Section 15 of the Declaration is hereby amended to read as follows

Section 15 Mailboxes All mailboxes, if installed on a Lot, shall be maintained in good condition by the Lot Owner and shall be constructed, maintained and located on a Lot as originally provided by the Declarant, or in accordance with the any existing rules and regulations duly promulgated by the Association

6 Article VI, Section 18 of the Declaration is hereby deleted in its entirety and the following new Article IV, Section 18 is created as follows

Section 18 Lot Upkeep, Care and Appearance of Dwellings, Lien Rights All Owners of Lots with completed houses thereon shall, at such Owner's sole cost and expense, at a minimum, keep and maintain the grass and landscaping thereon in a neat and attractive manner and have all trash and debris removed Each Dwelling shall be maintained in a structurally sound and neat and attractive manner, including exterior building surfaces, paint, roofs, gutters, downspouts, grass and screened areas, by and at the expense of the Owner of the Lot upon which the Dwelling is situated Upon the Owner's failure to so maintain such Owner's Dwelling or Lot, the Board may, at its option, after providing the Owner with thirty (30) days' written notice sent to such Owner's last known address, make repairs and improve the appearance of the Dwelling or Lot in a reasonable and workmanlike manner, with funds provided by the Association, provided that prior approval for such activities is authorized by at least a two-thirds (2/3) vote of the Board The Owner of such Dwelling or Lot shall be required to reimburse the Association for any work or activities taken in connection with the Dwelling or Lot as provided above, and to secure reimbursement of such funds, the Association shall have a lien upon the subject Lot enforceable as herein provided Upon performing the work herein provided, the Association shall be entitled to file in the public records of the County a notice of its claim of lien by virtue of this provision Said notice shall state the cost of such work or maintenance activities and shall contain a description of the Lot against which the enforcement of the lien is sought The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors until such notice is recorded Each Lot shall stand as security for any expense incurred by the Association pursuant to this Section and in connection with such Lot, and this provision also shall be binding upon the

Owner of such Lot at the time the expense is incurred, who shall be personally liable. The lien herein provided shall be due and payable forthwith upon the completion of the work or maintenance activities, and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage under Florida law. The amount due and secured by said lien shall bear interest at the highest rate of interest permitted under Florida law not constituting usury, from the date of recording of said claim of lien, and in any action to enforce such payment, the Association shall be entitled to recover attorneys' fees and costs. The lien herein provided shall be subordinate to the lien of any mortgage encumbering any Lot in favor of any institutional lender or mortgage company, provided, however, that any such mortgagee, when in possession, any purchaser at any foreclosure sale, any mortgagee accepting a deed in lieu of foreclosure, and all persons claiming by, through or any of the same, shall hold title subject to the obligations and the lien herein provided.

7 Article VII of the Declaration is hereby deleted in its entirety and the following new Article VII is created as follows

Section 1 Architectural Control Standards The Board of Directors shall adopt from time to time specific architectural control standards or criteria for the Community, which standards shall be applied by the Architectural Committee and the Board of Directors in their respective capacities as provided hereinafter

Section 2 Role of the Board and the Architectural Committee The purpose of the Board and the Architectural 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 shall present an attractive and pleasing appearance from all sides of view. All references to the Architectural Committee shall also reference the Board

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

Section 4 Powers of the Architectural Committee The Architectural Committee shall represent, act as directed by, and report to the Board. The Board shall retain final authority in case of differing opinion. The Architectural Committee shall evaluate, review 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, 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 Architectural Committee and/or the Board of Directors, have been submitted to and approved in writing by the Board of Directors. Acceptance or rejection of Plans and Specifications shall be made by majority vote

Section 5 Plans and Specifications The Architectural Committee 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) complete sets, or as many as requested by the Architectural Committee, of Plans and Specifications must be submitted to the Architectural Committee. In addition, if requested by the Architectural Committee, there shall be submitted to the Architectural Committee for consideration such samples of building materials proposed to be used as the Architectural 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 Architectural Committee and the Board of Directors 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 and Architectural Committee members and/or Board members evaluating the request.

Section 6 Recommendations of the Architectural Committee

Once the Architectural Committee has received and reviewed the Plans and Specifications submitted by a Homeowner, the Architectural Committee may either (a) make a recommendation to the Board of Directors to either approve or disapprove the proposal of the Homeowner or (b) request additional information as the Architectural Committee deems necessary in its discretion to be able to render such recommendation to the Board of Directors. At such time as the recommendation to approve or disapprove is made, the Architectural Committee shall have no further action to take with regard to the Homeowner's proposal, except as may be requested by the Board of Directors in the course of its rendering a final decision regarding the proposal.

Section 7 Approval of Plans and Specifications

Upon written approval of the Board of Directors, construction may be commenced and shall be prosecuted to completion promptly and in strict conformity with such Plans and Specifications. The Board of Directors shall be entitled to stop any construction in violation of these restrictions, and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at the Homeowner's expense. All costs and expenses of the Association (including attorney's fees) related to the enforcement of these covenants shall be paid by the Homeowner in violation thereof. All structures must be built to comply substantially with the Plans and Specifications as approved by the Board of Directors.

Section 8 Rejection of Plans and Specifications

The Architectural Committee shall have the 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 Architectural Committee rejects such Plans and Specifications as submitted, the Architectural Committee shall so inform the Homeowner in writing, stating with reasonable detail the reason(s) for disapproval. In rejecting such Plans and Specifications, the Architectural 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

Section 9 Appeal by Aggrieved Homeowner If the Architectural Committee rejects such Plans and Specifications, the aggrieved Homeowner and/or any other interested Homeowner may appeal such adverse decision to the Board. If after the Board's review the appealing Homeowner is in disagreement with the Board's decision, such Homeowner may appeal such adverse decision by submitting in writing to the Board a request for a special meeting of all Homeowners (excluding the Developer) to consider the propriety of the Board of Directors' 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 appealing Homeowner. At such special meeting, the proposal made by the Homeowner and the decision of the Architectural 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 a majority of the total voting interests present in person or by proxy of a duly-called and noticed meeting of the Association members at which a quorum is present (excluding the Developer) shall be necessary to overturn an adverse decision of the Architectural Committee and the Board against the Homeowner. Developer shall not vote.

Section 10 Compliance with Governmental Regulations In addition to the foregoing requirements, any alteration, addition, improvement or change must be in compliance with the requirements of all controlling governmental authorities, and the Homeowner shall be required to obtain an appropriate building permit from the applicable governmental authorities when required by controlling governmental requirements. Any consent or approval by the Board of Directors to any alteration, addition, improvement or change may be conditioned upon the Homeowner requesting such approval, obtaining a building permit for same, or providing the Association with written evidence from the controlling governmental authority that such permit will not be required, and in that, the Homeowner requesting architectural approval shall not proceed with any alteration, addition, improvement or change until such building permit or evidence that a building permit is not required is submitted to the Association.

Section 11 Enforcement of Restrictions, Developer Exemption Developer shall have the responsibility of enforcing the restrictions set forth in this Article VII prior to the formation of the Architectural Committee, which, upon election as discussed in Section 3 of this Article VII, shall assume and be responsible for enforcement. Notwithstanding anything to the contrary, however, Developer shall be solely responsible for the promulgation of rules and regulations pertaining to the placement and installation of satellite dishes or devices until such time as Developer has conveyed all Lots in the Community to third parties. References in this Article VII to the Architectural Committee shall mean Developer until the Architectural Committee is appointed. The architectural, maintenance and use restrictions contained in this Article VII shall apply to each and every Lot now or hereafter subjected to this Declaration, provided, however, that Developer shall be exempt from the provisions of this Article VII and shall not be obligated to obtain Board approval for any construction or change(s) in construction which Developer may elect to make at any time.

Section 12 Liability of the Architectural Committee and the Board of Directors Notwithstanding anything in this Article VI to the contrary, the Architectural Committee and the Board shall merely have the right, but not the

duty, to exercise architectural control in a particular matter, 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 Architectural Committee or the Board, or
- (iii) are in fact architecturally or aesthetically appropriate, or
- (iv) comply with any applicable governmental requirements

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

8 Article X, Section 4 of the Declaration is hereby amended to read as follows

Section 4 Enforcement Unless expressly provided otherwise, the Association, or any Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Owner's Lot, as provided in Article VII herein. Failure by the Association or by any Owner to enforce any covenant, restriction, rule or regulation will not constitute a waiver of the right to do so at any time. In addition to the foregoing, the Association shall have the right and authority, without the duty, to impose fines for violations to the Declaration, subject to procedural requirements and maximum fines established by law.

9 The last sentence of Article X, Section 6 of the Declaration is hereby amended to read as follows

Section 6 Special Amendment Anything herein to the contrary notwithstanding, and subject to any requirement of First Mortgagee approval set forth herein where applicable, Declarant 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 FNMA, GNMA, FHLMC, HUD, FHA, VA 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 Lots, (iii) to correct clerical or typographical errors in this Declaration, (iv) to bring this Declaration into compliance with applicable laws, ordinances or

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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 Declarant to make or consent to a Special Amendment on behalf of each Owner 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 Declarant to make, execute and record Special Amendments. The right and power of Declarant to make Special Amendments hereunder shall terminate on December 31, 2005, or on the date of the conveyance of all Lots in the Community by the Declarant to third parties, whichever occurs last first

IN WITNESS WHEREOF, this instrument was executed by the undersigned this 4th day of March, 2002

WITNESSES:

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

Lynda Feldman
Name Lynda Feldman

By Charles E Brasington
Charles E Brasington
Senior Vice President

Margeline Trich
Name Margeline Trich

(SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 4th day of March, 2002, by Charles E Brasington, as Senior Vice President of WCI COMMUNITIES, INC, a Delaware corporation formerly known as Florida Design Communities, Inc, on behalf of the corporation, as Developer of Spring Meadow. He is personally known to me.

My Commission Expires

(AFFIX NOTARY SEAL)

Rose Byington-Reid
(Signature)
Name Rose Byington-Reid
(Legally Printed)
Notary Public, State of Florida
CC 863675
(Commission Number, if any)



Rose Byington-Reid
MY COMMISSION # CC863675 EXPIRES
August 16, 2003
BONDED THROUGH TROY FAIR INSURANCE, INC