

THIS INSTRUMENT PREPARED BY  
AND RETURN TO:

*Preston O. Cockey, Jr., Esquire*  
Gray, Harris & Robinson, P.A.  
Post Office Box 3324  
Tampa, Florida 33601

**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
ARBOR GREENE**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF ARBOR GREENE is made effective as of the 8th day of October, 1998, by ARBOR GREENE JOINT VENTURE, a Florida general partnership.

**WITNESSETH:**

WHEREAS, Arbor Greene Joint Venture (“Declarant”) is the Declarant under the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Arbor Greene, recorded February 27, 1997, in Official Record Book 8473, Page 1973, et seq., and First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Arbor Greene, recorded October 1, 1997, in Official Record Book 8736, Page 1637, et seq., both of the Public Records of Hillsborough County, Florida (collectively, the “Declaration”);

WHEREAS, Declarant deems it advisable to form a master homeowners association in order to enhance the efficiency and effectiveness of the administration and enforcement of the terms and conditions of the Declaration;

WHEREAS, pursuant to Article XIV, Section 3 of the Declaration, Declarant has the right to amend the contents of the Declaration without the consent of any other Owners (as defined in the Declaration); and

WHEREAS, Declarant wishes to amend certain terms and conditions of the Declaration in order to make them consistent with the concept of having a master homeowners association.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Except as otherwise provided herein, wherever the words “Neighborhood Association”, “Neighborhood Associations”, “a Neighborhood Association”, “the Neighborhood Association”, “the Neighborhood Associations”, “the appropriate Neighborhood Association”,

“such Neighborhood Association”, “all Neighborhood Associations”, “each Neighborhood Association”, “the applicable Neighborhood Association”, or “any Neighborhood Association” appear in the Declaration, the words “the Association” are hereby substituted in their place.

2. Article I, Paragraph D is hereby amended to read as follows:

“D. “Association” shall mean and refer to Arbor Greene of New Tampa Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.”

3. Article I, Paragraph P is hereby amended to read as follows:

“P. “Design Review Board” or “DRB” shall mean and refer to the initial Design Review Board as established by Declarant, or at such time as Declarant shall have turned over control of design criteria of the Neighborhoods to the Association, the Design Review Board established by the Association.”

4. Article I, Paragraph X is hereby amended by deleting the phrase “and for which a single Neighborhood Association has been formed,” from the first sentence.

5. Article I, Paragraph Y is hereby deleted in its entirety.

6. Article II, Section 1 is hereby amended by deleting the phrase “or the relative voting strength of the members of a Neighborhood Association” from the last sentence.

7. The second paragraph of Article III, Section 1 is hereby deleted in its entirety.

8. The first three sentences of Article V, Section 1, Paragraph A are hereby deleted in their entirety and the following is substituted in their place:

“The Association has been organized by Declarant. The membership of the Association at all times shall consist of holders of all or a portion of the fee simple title to one or more Lots. The Association shall initially have two classes of membership, as described in the Bylaws, until such time as control of the Association has been turned over to the Residential Unit Owners, after which there shall be only one class of membership. Every person or entity who is an Owner of a fee (or undivided fee) interest in any Residential Unit shall be a member of the Association; provided, however, that any Owner who holds such interest merely as security for performance of an obligation shall not be a member.”

9. Article V, Section 1, Paragraph B.4 is hereby amended by deleting the words “Neighborhood only” and substituting the word “Property” in their place.

10. Article V, Section 1, Paragraph B.6 is hereby amended by deleting the words “within the Neighborhood”.

11. The following is hereby added to the end of Article V. Section 1, Paragraph B:

“Notwithstanding the foregoing, the Association shall not have the authority to exercise any power that has been granted to the CDD or that is inconsistent with any power granted to the CDD.”

12. Article V, Section 2 is hereby amended by deleting the words “within such Neighborhood” from the first sentence.

13. Article V, Section 4 is hereby amended to read as follows:

“Section 4. Board of Directors. Upon turnover of control, the members of the Association shall elect a Board of Directors of at least seven (7) members in the manner provided in the Bylaws, at least a majority of whom must be Residential Unit Owners. Such Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election. Notwithstanding any provision of the Articles or Bylaws of the Association to the contrary, the Residential Unit Owners, by a majority vote of all voting interests of the Association any meeting at which a quorum is present, or by an agreement in writing by a majority of all voting interests of the Association, may remove any member of the Board of Directors with or without cause. The notice of the meeting of the Residential Unit Owners to remove a member or members of the Board of Directors shall state the specific Directors sought to be removed.”

14. Article VI, Section 6, Paragraph 13 is hereby amended by adding the following immediately after the word “apply” in the second sentence: “, but only to the extent that such restrictions are required by applicable law.”

15. Article 6, Section 6. Paragraph D is hereby amended by deleting the words “, or the Board of Directors of a Neighborhood Association, as the case may be,” from the first sentence.

16. The second paragraph of Article VII, Section 5 is hereby amended to read as follows:

“Declarant may be excused from the payment of assessments for any property owned by it within the Property during such period of time that it shall obligate itself to pay any amount or expenses of the Association incurred during that period not produced by the assessments receivable from the other Owners.”

17. Article VII, Section 6 is hereby amended by deleting the phrase “within the Neighborhood and assessments applicable thereto” from the first sentence.

18. Article VII, Section 7 is hereby amended by deleting the words “within its Neighborhood” from the first sentence.

19. The second sentence of Article IX, Section 2, Paragraph A is hereby amended to read as follows:

“At such time as Declarant shall cease to own fee simple interest in any part of the Property, Declarant shall turn over the control of the Design Review Criteria and the DRB to the Association. Upon such turnover: (i) the Board of Directors shall have the power to appoint all members of the DRB, and (ii) the DRB shall be expanded to five (5) persons, one of whom may be a licensed professional architect and one of whom may be a licensed professional landscape architect. Any or all of the members of the DRB may also be members of the Board of Directors.”

20. The fourth sentence of Article IX, Section 2, Paragraph D is hereby amended by deleting the words “a Neighborhood DRB” and substituting the words “the DRB” in their place.

21. The last sentence of Article IX, Section 2, Paragraph I is hereby amended by deleting the words “its Neighborhood DRB” and substituting the words “the DRB” in their place.

22. Article IX, Section 2, Paragraph J, is hereby amended by deleting the phrase “that enforces the Design Review Criteria with such Neighborhood.”

23. Article IX, Section 2, Paragraph K is hereby amended by deleting the words “A Neighborhood DRB” and substituting the words “The DRB” in their place.

24. Article IV, Section 2 is hereby amended by adding the following as Paragraph M:

“M. Upon turnover of control of the Design Review Criteria and the DRB by Declarant, the Design Review Criteria may be amended only in the following manner: (i) the DRB shall have the right to propose amendments to Design Review Criteria to the Board of Directors, which may accept or reject such proposals, and (ii) the Board of Directors shall have the right to unilaterally amend the Design Review Criteria without a proposal from the DRB.”

25. The first sentence of Article XI, Section 3, is hereby amended by deleting the words “fifty dollars (\$50)” and substituting the words “one hundred dollars (\$100)” in their place.

26. The following is hereby added to the end of the introductory paragraph of Article XI, Section 3: “, but only to the extent that such procedures are required under applicable law”.

27. Article XIV, Section 2, is hereby amended to delete the words “votes cast by the” and “present” from the first sentence.

28. The following is added to the end of Article XIV, Section 2:

“Prior to turnover of control of the Association by the Declarant, no amendment to this Declaration shall be effective without the written approval of the Declarant.”

29. Article XIV; Section 12 is hereby amended to read as follows:

“Section 12. Prohibited Actions. Notwithstanding anything contained herein to the contrary, the Association will not perform any act or undertake any activity which will violate its non-profit or tax exempt status under an applicable state or federal law.”

30. Exhibit “C” attached to the Declaration is hereby deleted in its entirety and replaced with Exhibit “C” attached hereto.

31. Pursuant to the requirements of §617.303(1), Florida Statutes (1997), true, correct and complete copies of the Articles of Incorporation and Bylaws of Arbor Greene of New Tampa Homeowners Association, Inc., are attached hereto.

32. Except as specifically set forth herein, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the date first above written.

Signed, sealed and delivered  
in the presence of:

ARBOR GREENE JOINT VENTURE.  
a Florida general partnership

By: Arbor HG, Inc., a Florida corporation,  
general partner

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Charles B. Funk, President

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By: Placida Arbor Greene, Inc., a Florida  
corporation, general partner

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Elizabeth A. Breuer, President

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 1998, by Charles B. Funk, as President of Arbor HG, Inc., a Florida corporation, as General Partner of Arbor Greene Joint Venture, a Florida general partnership, on behalf of the corporation and the general partnership. He is personally known to me.

( Affix Seal )

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name:\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of October, 1998, by Elizabeth A. Breuer, as President of Placida Arbor Greene, Inc., a Florida corporation, as General Partner of Arbor Greene Joint Venture, a Florida general partnership, on behalf of the corporation and the general partnership. She is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

( Affix Seal )

\_\_\_\_\_  
NOTARY PUBLIC  
Print Name:\_\_\_\_\_

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**EXHIBIT "C"**

**MINIMUM SQUARE FOOTAGE**

The following references are to Lots and Blocks in the plats of Arbor Greene, recorded at Plat Book 79, Page 79; Plat Book 80, Page 68; Plat Book 80, Page 89; Plat Book 83, Page 5; Plat Book 83, Page 6; and Plat Book 83, Page 85, all of the Public Records of Hillsborough County:

Block 2	Lots 1-37	-	2000 square feet
Block 3	Lots 1-6	-	2000 square feet
Block 4	Lots 1-45	-	2000 square feet
Block 5	Lots 1-16	-	2000 square feet
Block 6	Lots 1-89	-	1800 square feet
Block 7	Lots 1-23	-	1800 square feet
Block 8	Lots 1-57	-	1800 square feet
Block 9	Lots 1-6	-	2500 square feet
Block 10	Lots 1-19, 92-110	-	2500 square feet
Block 12	Lots 1-32	-	2500 square feet
Block 13	Lots 1-14	-	2500 square feet
Block 14	Lots 1-19	-	2600 square feet
Block 15	Lots 1-6	-	2600 square feet
Block 16	Lots 1-13	-	2600 square feet
Block 18	Lots 2-9, 27-42	-	2600 square feet
Block 33	Lots 1-22	-	2000 square feet

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