

THIS IS NOT A  
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FIRST AMENDMENT TO BRENTWOOD HILLS  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO BRENTWOOD HILLS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 29<sup>th</sup> day of March, 1989, by SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida General Partnership, hereinafter called "DECLARANT."

W I T N E S S E T H:

WHEREAS, Declarant caused the Brentwood Hills Declaration of Covenants, Conditions and Restrictions to be recorded in the Public Records of Hillsborough County, Florida in O.R. Book 5632, Page 1158, on March 3, 1989; and

WHEREAS, pursuant to Article VIII, Section 4 thereof, Declarant reserved the right and privilege to amend the Brentwood Hills Declaration of Covenants, Conditions and Restrictions as may be required by the Federal National Mortgage Association, the Veterans' Administration, the Federal Housing Administration, or the Federal Home Loan Mortgage Corporation or similar entities; and

WHEREAS, the Federal Housing Administration and the Veterans' Administration require the following amendment to the Brentwood Hills Declaration of Covenants, Conditions and Restrictions as a prerequisite to its approval of the within subdivision.

NOW THEREFORE, the Declarant amends the Brentwood Hills Declaration of Covenants, Conditions and Restrictions as recorded in O.R. Book 5632, Page 1158, of the Public Records of Hillsborough County, Florida as follows:

1. The following Section 5 is added to Article II of the Brentwood Hills Declaration of Covenants, Conditions and Restrictions:

Section 5. Approval. So long as there is Class B membership as defined in Article III hereof, annexation of additional properties and dedication of common areas or community properties by the Declarant shall require the prior written approval of FHA and VA. Upon the expiration of Class B membership, this provision shall have no further force or effect.

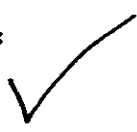
2. Article III, Section 2(B) is deleted in its entirety and the following paragraph is substituted in its place and stead:

B. Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to five (5) votes for each lot or multi-family unit and five (5) votes for each acre or fraction thereof for the Pre-School Property in which it holds the interest acquired for membership as provided in Section 1 of this Article III. The Class B membership shall cease upon the earlier of the following events to occur:

(i) When seventy-five (75%) percent of the lots have been conveyed to an owner other than Declarant, or

(ii) four (4) years after conveyance of the first dwelling unit to a unit owner other than Declarant in a single-phase development or eight (8) years following such conveyance in an expandable project.

Prepared by and return to:  
Gary N. Strohauser, Esq.  
STROHAUSER & BROWN, P.A.  
918 Drew Street, Suite A  
Clearwater, Florida 34615



RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

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3. Article IV, Section 2 is deleted in its entirety and the following Section 2 is inserted in its place and stead:

Section 2. Title to Community Property. The Declarant may retain the legal title to the Community Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the Declarant, the Brentwood Hills Homeowners' Association is able to maintain the same, provided however, all Common Areas in Community Properties shall be conveyed to the Association free and clear of all encumbrances not later than the time PHA, VA, FNMA or FHLMC or any of them insures the first mortgage upon lots included within the lands subject to the Brentwood Hills Declaration of Covenants, Conditions and Restrictions.

4. Article IV, Section 3, Subparagraph 3 is deleted in its entirety and the following is inserted in its place and stead:

3. The right of the Association to dedicate, mortgage or transfer all or any part of the Common Area or Community Properties to any public agency, authority, utility or mortgagee is subject to such condition as may be agreed to by the members. No such dedication, mortgage or transfers of the Common Areas or Community Properties shall be effective unless the members entitled to at least two-thirds (2/3) of the total votes appurtenant to Class A lots shall agree to such dedication, mortgage or transfer, provided this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installations and maintenance of electrical, telephone, cable television, water and sewage, utilities and drainage facilities and the like upon, over, under and across the Common Areas without the assent of the membership when such easements are requisite for the convenience, use and enjoyment of the Properties. For purpose of this Paragraph, the Declarant (Class B member) shall have no voting rights.

5. The following Section 6 is added to Article IV of the Brentwood Hills Declaration of Covenants, Conditions and Restrictions:

Section 6. Owners shall have no individual liability for damage occurring to Common Areas, Community Properties or lots in Brentwood Hills unless such damage was caused by such owner.

6. The following Section 7 is added to Article IV of the Brentwood Hills Declaration of Covenants, Conditions and Restrictions:

Section 7. If ingress or egress to any residence is through a Common Area or Community Property, any conveyance or encumbrance of such Common Area or Community Property shall be subject to an easement in favor of the owner whose ingress or egress to his residence is through such Common Area or Community Property.

Except as herein modified and amended, the Brentwood Hills Declaration of Covenants, Conditions and Restrictions as recorded in O.R. Book 5632, Page 1158, of the Public Records of Hillsborough County, Florida, shall remain in full force and effect as first written.

CERTIFIED COPY

IN WITNESS WHEREOF, the Declarant, SCARBOROUGH-SEMBLER JOINT VENTURE, has caused this instrument to be executed by its duly authorized officers and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

SCARBOROUGH-SEMBLER JOINT VENTURE a Florida General Partnership

BY SCARBOROUGH CONTRACTORS, INC. As General Partner

*[Handwritten signature]*

By: *[Handwritten signature]* FREDERICK H. BURCAW, President

(CORPORATE SEAL)

BY SEMBLER DEVELOPERS, a Florida General Partnership

BY SEMBLER EQUITIES, INC. A Florida corporation, Its Managing Partner

*[Handwritten signature]*

By: *[Handwritten signature]* M. STEVEN SEMBLER, President

(CORPORATE SEAL)

STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared, FREDERICK H. BURCAW, well known to me to be the President of SCARBOROUGH CONSTRUCTORS, INC., as General Partner of SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida General Partnership, the corporation named in the foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 29th day of March, A.D. 1989.

*[Handwritten signature]*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES 06/30/1992  
BORN 05/19/1917, 1100 1/2 PUBLIC COLLEGE BLVD.

STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared, M. STEVEN SEMBLER, well known to me to be the President of SEMBLER EQUITIES, INC., Managing Partner of SEMBLER DEVELOPERS, as General Partner of SCARBOROUGH-SEMBLER JOINT VENTURE, a Florida General Partnership, the corporation named in the

foregoing instrument, and that he severally acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

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WITNESS my hand and official seal in the County and State last aforesaid this 29 day of March, A.D. 1989.

*[Signature]*  
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA;  
MY COMMISSION EXPIRES: JUNE 20, 1992,  
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

