

This instrument prepared by and
after recording return to:

Robert W. Bowser, Esq
Akerman LLP
420 South Orange Avenue, Suite 1200
Orlando, Florida 32801

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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HAINES RIDGE**

**THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HAINES RIDGE** (this “**First Amendment**”) is
made as of the 7th day of January, 2019 (the “**First Amendment Effective Date**”), by
MARONDA HOMES, INC. OF FLORIDA, a Florida corporation (“**Declarant**”), whose
mailing address is 3999 West First Street, Sanford, Florida 32771.

RECITALS:

WHEREAS, Declarant is the “Declarant” under that certain Declaration of Covenants,
Conditions and Restrictions for Haines River, recorded in Official Records Book 7792, Page
662, of the Public Records of Polk County, Florida (the “Declaration”) (unless otherwise
defined, capitalized terms used above or herein shall have the meanings ascribed to them in the
Declaration);

WHEREAS, Article III, Section 3(c) of the Declaration sets forth the date that the Class
“B” membership will terminate;

WHEREAS, Declarant wishes to extend the date that the Class “B” membership will
terminate;

WHEREAS, Article XI of the Declaration grants Declarant the absolute and
unconditional right to amend the Declaration until such time as Declarant relinquishes control of
the Association as provided for in Article III of the Declaration;

WHEREAS, Declarant has not relinquished control of the Association pursuant to
Article III of the Declaration; and

WHEREAS, pursuant to Article XI of the Declaration, Declarant wishes to amend the
Declaration as set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this First Amendment in the Public Records of Polk County, Florida, does hereby declare that the Declaration is hereby amended as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference as if the same were fully set forth herein.

2. **Termination of Class "B" Membership.** Article III, Section 3(c) is hereby replaced in its entirety with the following:

"(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(i) When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(ii) Three (3) months after ninety percent (90%) of the Lots that will or may ultimately be operated by the Association have been conveyed to Owners."

3. **Effect of this First Amendment.** Except as modified by this First Amendment, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this First Amendment and the terms of the Declaration, the terms of this First Amendment shall control only as necessary to resolve any such inconsistency or conflict.

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SEE NEXT PAGE FOR SIGNATURES

