

This instrument prepared by and
after recording return to:

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

----- [SPACE ABOVE THIS LINE FOR RECORDING DATA] -----

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

**THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HAINES RIDGE** (this “**Second Amendment**”) is made as of the 5th day of March, 2020 (the “**Second Amendment Effective Date**”), by **MARONDA HOMES, LLC OF FLORIDA**, a Florida limited liability company, successor by conversion to Maronda Homes, Inc. of Florida, a Florida corporation, pursuant to a Certificate of Conversion filed on December 20, 2019, and effective December 31, 2019 (“**Declarant**”), whose mailing address is 4005 Maronda Way, 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, as amended by that certain First Amendment to Declaration of Covenants, Conditions and Restrictions For Haines Ridge, recorded in Official Records Book 10735, Page 0111, of the Public Records of Polk County, Florida (as amended, the “**Declaration**”) (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration);

WHEREAS, subsequent to the recording of the Declaration, the Southwest Florida Water Management District (the “**District**”) updated certain rules related to operation and maintenance of surface water management system facilities;

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 in order to comply with the District’s updated requirements as set forth herein.

NOW, THEREFORE, Declarant, for itself and its successors in interest and assigns, by the execution and recording of this Second 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. **Article IV, Section 7.** Article IV, Section 7 is hereby amended as follows:

Section 7. The Declarant shall be responsible for operation and maintenance of the Surface Water Management System Facilities until responsibility is transferred to the Association pursuant to the transfer provisions set forth herein. The Declarant shall submit to the District, Form O&M/ASGN (7/99), which must be approved by the ~~district~~ District, before the transfer of responsibility to the Association is effective. The Association shall be responsible for operation and maintenance of the Surface Water Management System Facilities upon transfer of responsibility from the Declarant. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Permit. ~~If the Association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility. In the event of termination, dissolution, or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management Facilities must be (i) transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and (ii) be approved by the District prior to such termination, dissolution, or liquidation.~~

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SEE NEXT PAGE FOR SIGNATURES

IN WITNESS WHEREOF, Declarant has executed this Second Amendment as of the Second Amendment Effective Date.

“DECLARANT”

Signed, sealed and delivered in the presence of:

MARONDA HOMES, LLC OF FLORIDA,
a Florida limited liability company

Elizabeth Simmons
Print Name: Elizabeth Simmons

By: Scott C. Howard
Scott C. Howard, President

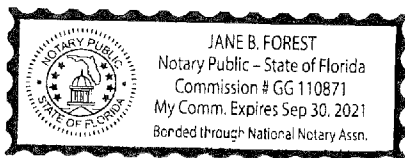
Jane B. Forest
Print Name: Jane B. Forest

STATE OF FLORIDA)
) ss:
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 5 day of March, 2020, by Scott C. Howard as President of **MARONDA HOMES, LLC OF FLORIDA**, a Florida limited liability company, on behalf of the company.

Said person is:

- personally known to me; or
- produced a driver’s license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- produced the following identification: _____



Jane B. Forest
NOTARY PUBLIC, STATE OF FLORIDA