

INSTR # 2021001092
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STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 27.00

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

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HAINES RIDGE** (this "**Third Amendment**")
is made as of the 23rd day of December, 2020 (the "**Third 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
0662, 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, and that certain Second Amendment to Declaration of Covenants, Conditions and
Restrictions for Haines Ridge, recorded in official Records Book 11166, Page 2260, 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, 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 Third 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 VI**. Article VI is hereby amended to add the following new section as Section 9:

Section 9. On each subsequent sale of a Dwelling following the initial sale of such Dwelling to the first purchaser thereof, the Association shall levy and impose on such Dwelling a capital assessment of Five Hundred Dollars and No/100 (\$500.00) (the "Re-Sale Assessment"), which Re-Sale Assessment shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Lot to said purchaser or grantee; shall be nonrefundable; shall be in addition to, and not in lieu of, the assessments levied on the Lot; shall not be considered an advance payment of any portion of assessments; and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. The Re-Sale Assessment shall not apply in instances of transfer of title of a Dwelling to (a) a co-Owner of the Dwelling; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; or (d) to a mortgagee or Association pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.

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

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SEE NEXT PAGE FOR SIGNATURES

