

This Instrument Prepared by and return to
Vogler Ashton, PLLC
1771 Manatee Ave. West
Bradenton FL 34205

**FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MANDALAY**

THIS FOURTH AMENDMENT (hereinafter the "Fourth Amendment") is made and entered into as of the 16th day of June, 2008, by **WILMINGTON LAND COMPANY**, a Florida corporation (hereinafter referred to as "Declarant").

RECITALS:

WHEREAS, Declarant has caused the Declaration of Covenants, Conditions and Restrictions For Mandalay (the "Declaration") to be recorded in Official Records Book 1915, Page 6706, Public Records of Manatee County, Florida; and,

WHEREAS, Declarant has caused the First Amendment to the Declaration to be recorded in Official Records Book 1944, Page 2218, Public Records of Manatee County, Florida; and,

WHEREAS, Declarant has caused the Second Amendment to the Declaration to be recorded in Official Records Book 2232, Page 4805, Public Records of Manatee County, Florida; and,

WHEREAS, Declarant has caused the Third Amendment to the Declaration to be recorded in Official Records Book 2241, Page 6136, Public Records of Manatee County, Florida; and,

WHEREAS, Declarant desires to and is empowered to further amend the Declaration as provided in Article 8.12 of the Declaration.

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Declarant, for itself and its respective legal representatives, successors and assigns, hereby amends the Declaration as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein.
2. **Paragraph 3.09 Right to Maintain Lots and Buildings Thereon.** Paragraph 3.09 of the Declaration is deleted in its entirety and replaced with the following new Paragraph 3.09:

"3.09. Right to Maintain Lots and Buildings Thereon. If an Owner has failed to maintain or repair his Lot or the improvements thereon as required by this Declaration, or if an Owner has violated any rule, standard or other restriction set forth in the Declaration or the rules, regulations and/or standards enacted by the Board or Architectural Review Committee for which remedial action, such as but not limited to the towing of vehicles, would be deemed warranted by the Board or Architectural Review Committee, then the Association may perform such

maintenance, make such repairs, or perform such remedial action that the Owner has failed to perform, make and follow. All costs of maintenance, repairs and the performance of the remedial actions shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense. The Association may rely upon duly promulgated standards of maintenance in carrying out its responsibilities hereunder. In proceeding under this Section, the Association shall employ the procedures hereinafter set forth:

a) In the case of an emergency or when the Special Assessment to the Owner is \$1,000.00 or less (including, but not limited to routine mowing, landscape maintenance, and towing of vehicles) the Manager of the Association shall authorize, approve and cause the repair, maintenance or remedial action to be performed.

b) In all other cases:

i) Upon finding by the Board of a deficiency in maintenance or repair, or a deficiency for which remedial action is necessary, the Board shall provide notice thereof in writing to the responsible Owner, briefly describing the deficiency and setting forth the action needed to correct the deficiency.

ii) If the Owner does not correct such deficiency within twenty (20) days of receipt of such notice, then thereafter the Board may give notice of the Board's intention that the Association shall perform such maintenance, repairs or remedial action.

iii) Thereafter the Association may effect such maintenance, repair and/or remedial action.

iv) All such maintenance, repair or remedial action by the Association shall take place only during daylight hours on weekdays, excluding holidays."

3. Article 6 Use Restrictions and Covenants.

A. Paragraph 6.09 (Vehicles and Repair) of the Declaration shall be amended such that the following new paragraph shall be added to the end of existing Paragraph 6.09:

"All vehicles owned by residents must be garaged or parked in the driveway. No vehicles shall be permitted to be parked overnight in the street. Vehicles must never be parked in front of or near mailboxes to allow for delivery of mail. Additional rules and restrictions regarding vehicles and prohibiting the parking of vehicles in streets may be set forth in any additional rules, regulations or standards enacted by the Board or Architectural Review Committee."

B. Paragraph 6.11 (Yards and Lawns) of the Declaration shall be amended to add the following new paragraph to the end of existing Paragraph 6.11:

"No changes to the grass/sod yards or landscaping shall be permitted except as approved by the Architectural Review Committee. All Owners shall properly maintain all grass/sod and other landscaping, including but not limited to, timely cutting, mowing, trimming, weeding, and watering (as permitted by County restrictions) of all grass/ sod and other landscaping. Failure to properly maintain your lawn may result in the Association completing the maintenance and billing the homeowner as outlined in the Fourth Amendment, Article 3.09 of the Declaration."

4. **Paragraph 7.12 First Mortgages.** Paragraph 7.12 of the Declaration is deleted in its entirety and replaced with the following new paragraph:

"7.12. **Rights of Mortgagees.** The lien of all Assessments provided for herein which accrue and become due and payable with respect to any Lot after a first mortgage is recorded with respect thereto, but prior to the transfer or conveyance of title as a result of a foreclosure or a conveyance in lieu of such foreclosure, shall be subordinate to the lien of such first mortgage. An Owner acquiring title to a Lot as a result of foreclosure or conveyance in lieu thereof shall be jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title; and the Association shall deem such unpaid assessments due and payable from both the prior Owner and the Owner acquiring title through such foreclosure or conveyance in lieu thereof. Nothing contained herein shall relieve an Owner from responsibility for Assessments for the period of time such Owner owned such Lot. Assessments against a Lot accruing prior to the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure shall remain a lien against such Lot in the manner generally provided for herein."

5. **Effect on Remainder of Declaration.** Except to the extent modified herein this Fourth Amendment, all terms and conditions of the Declaration and First Amendment, Second Amendment, and Third Amendment shall remain in full force and effect.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

WILMINGTON LAND COMPANY, a
Florida corporation

Linda O'Neal
Print Name LINDA D O'NEAL

By: DALE E WEIDEMILLER
DALE E WEIDEMILLER, PRESIDENT

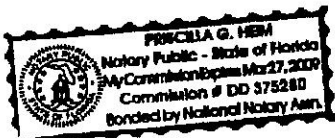
Priscilla G Heim
Print Name PRISCILLA G. HEIM

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 16th day of June, 2008, by Dale E. Weidemiller, as President of Wilmington Land Company, a Florida corporation, on behalf of the corporation.

who is personally known to me
 who produced _____ as
identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.
My Commission Expires:

Priscilla G. Heim
Signature
PRISCILLA G. HEIM
Printed Name



JOINDER OF ASSOCIATION

The MANDALAY HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation, hereby joins in and consents to the Fourth Amendment for the purpose of accepting all rights, obligations and responsibilities of the Association thereunder.

IN WITNESS WHEREOF, the undersigned has caused this Joinder of Association to be executed in its name by its duly authorized officer this 16th day of June, 2008.

MANDALAY HOMEOWNER'S ASSOCIATION, INC.,

Linda D. O'Neal
Print Name LINDA D. O'NEAL

By: Karen L. Byrnes
KAREN L. BYRNES, VICE PRESIDENT

Priscilla G. Heim
Print Name PRISCILLA G. HEIM

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 16th day of June, 2008 by Karen L. Byrnes as President of the Mandalay Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the Corporation.

who is personally known to me
 who produced _____ as
identification, and who acknowledged before me that he/she executed the same freely and voluntarily for the purposes therein expressed under authority duly vested in him/her by said corporation.
My Commission Expires:

Priscilla G. Heim
Signature
PRISCILLA G. HEIM
Printed Name

