

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

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

THIS FIFTH AMENDMENT (hereinafter the "Fifth Amendment") is made and entered into as of the 16 day of September, 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 has caused the Fourth Amendment to the Declaration to be recorded in Official Records Book 2263, Page 3626, 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. **Developer Reserved Right to Reconfigure Lot Boundaries.** Paragraph 6.02 of Article 6 of the Declaration is amended such that the last sentence shall be deleted and replaced with the following: "The provisions of this Section shall not apply to the Developer/Declarant, and the Developer/Declarant reserves the right to replat any one or more Lots or to amend and/or revise its plans with the governing authority to create a modified Lot or Lots, and to convey Lots with reconfigured boundaries shown on a plat, as same may be amended, or as shown on its plans, as same may be amended, and any such tract as so bounded and conveyed by the Developer/Declarant shall be deemed a Lot as though originally platted as such. Where said Lots are

combined and reconfigured as set forth herein, the outside boundaries of the building site (which building site is the newly configured Lot) shall carry the reconfigured front, rear and side lot line easements, as set forth and reserved on the Plat, for the purpose of accommodating surface and underground utilities and drainage; and further provided, the Owner of the reconfigured Lot shall be solely responsible for reimbursement to the utility for any and all costs of relocating any existing facilities affected by the reconfiguration of the Lot."

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

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

By: *[Signature]*  
DALE E WEIDEMILLER, PRESIDENT

*[Signature]*

Print Name Brian J. Diecks

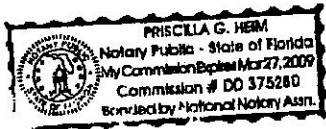
*[Signature]*  
Print Name PRISCILLA G. HEIM

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 16<sup>th</sup> day of September, 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:

*[Signature]*  
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 Fifth 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 16 day of September 2008.

MANDALAY HOMEOWNER'S ASSOCIATION, INC.,

Brian J. Deaks  
Print Name Brian J. Deaks

By: James R. Schier  
JAMES R. SCHIER, PRESIDENT

Priscilla G. Heim  
Print Name PRISCILLA G. HEIM

STATE OF FLORIDA  
COUNTY OF MANATEE

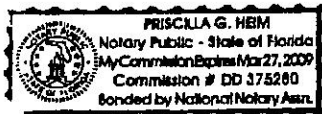
The foregoing instrument was subscribed and sworn to before me this 16<sup>th</sup> day of September 2008 by James R. Schier as President of the Mandalay Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the Corporation.

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



STATE OF FLORIDA, COUNTY OF MANATEE  
This is to certify that the foregoing is a true and correct copy of the documents on file in my office.

This copy has no redactions  This copy may have been redacted pursuant to law

Witness my hand and official seal this 16<sup>th</sup> day of Sept, 2008

R.B. "CHIPS" SHORE  
Clerk of Circuit Court  
By: R. B. Shore D.C.