

This Instrument Prepared by and return to
Vogler Ashton, PLLC
2411-A Manatee Ave. West
Bradenton FL 34205

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

THIS SIXTH AMENDMENT (hereinafter the "Sixth Amendment") is made and entered into as of the ____ day of September, 2010, 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 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 (the "Fourth Amendment"); and,

WHEREAS, Declarant has caused the Fifth Amendment to the Declaration to be recorded in Official Records Book 2274, Page 171, Public Records of Manatee County, Florida; and,

WHEREAS, Declarant has caused the Clarifying Amendment to the Declaration to be recorded in Official Records Book 2321, Page 2248, Public Records of Manatee County, Florida (the Declaration and all Amendments thereto shall be collectively referred to herein as the "Declaration"); and,

WHEREAS, Declarant desires to and is empowered to further amend the Declaration as provided in 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. **Lien.** Paragraph 7.10 of the Declaration is hereby deleted and replaced with the following:

“7.10. Personal Obligation and Lien for Assessments. Each Owner of a Lot covenants and agrees to pay to the Association all Assessments (including but not limited to Annual and Special Assessments), and the Capital Contribution established pursuant to the Declaration, which Capital Contribution and Assessments are levied with respect to such Lot so owned by an Owner in accordance herewith. The covenant and agreement of an Owner shall begin upon acquisition of such ownership interest in a Lot by any means whatsoever, whether or not it shall be so expressed in any deed or other instrument. Each Assessment, together with Delinquency Charges, Fees, Attorney Fees, Fines or the like, including any Capital Contributions, (collectively the “Assessment”) as provided for in the Declaration, shall be the personal obligation of the Owner of such Lot at the time when the Assessment is due and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot. The personal obligation to pay all Assessments, including all past due Assessments and Delinquency Charges, shall also pass to the heirs, personal representatives, assigns, tenants and successors in title of an Owner (and a first mortgagee or any mortgagee acquiring title by any means shall be deemed a successor in title to the Owner), and both/all shall be jointly and severally liable for all of the Assessments, including all past due Assessments and any Delinquency Charges. All Assessments, together with such Delinquency Charges, shall also be a charge on the land, running with the land, and a continuing lien upon the Lot with respect to which such Assessment is levied and such continuing lien shall pass to the successors in title of an Owner (which successors in title includes a first mortgagee or any mortgagee who may acquire title by any means, including deed in lieu of foreclosure and foreclosure), and both/all shall be jointly and severally liable for the Assessments, including all past due Assessments and any Delinquency Charges. The Association may record in the Public Records a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such notice is not required in order for the continuing lien for Assessments to be valid.”

3. **First Mortgages.** Paragraph 7.12 of the Declaration, as same was further amended by Paragraph #4 of the Fourth Amendment, is hereby deleted and further replaced with the following:

“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 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 mortgage. An Owner acquiring title to a Lot as a result of foreclosure or conveyance in lieu thereof, including a first mortgagee or any mortgagee, shall be jointly and severally liable with the previous Owner for all unpaid Assessments and any Delinquency Charges that came due up to the time of transfer of title; and the Association shall deem such unpaid Assessments and Delinquency Charges due and payable from the Owner (including a first mortgagee or any mortgagee) acquiring title through such foreclosure or conveyance in lieu thereof. All Assessments, together with such Delinquency Charges, shall also be a charge on the land and a continuing lien upon the Lot with respect to which such Assessment is levied and such continuing lien shall pass to the successors in title of an Owner (which successors in title includes a first mortgagee or any mortgagee who may acquire title by any means, including deed in lieu of foreclosure and foreclosure), and all shall be jointly and severally liable for the

Assessments, including all past due Assessments and any Delinquency Charges. 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 recordation of a mortgage or after the acquisition of title as a result of foreclosure or conveyance in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein."

4. **Effect on Remainder of Declaration.** Except to the extent modified herein this Sixth Amendment, all terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties herunto 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

Sherry S. Doddeema
Print Name SHERRY S. DODDEMA

By: [Signature]
Print Name JAMES R. SCHIER

Its: Vice President

Print Name _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 22nd day of September, 2010, by JAMES R. SCHIER, as Vice Pres of Wilmington Land Company, a Florida corporation, on behalf of the corporation.

X 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:

Sherry S. Doddeema
Signature
SHERRY S. DODDEMA

Printed Name _____



JOINDER OF ASSOCIATION

The MANDALAY HOMEOWNER'S ASSOCIATION, INC., a Florida not for profit corporation, hereby joins in and consents to the Sixth 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 _____ day of September, 2010.

MANDALAY HOMEOWNER'S ASSOCIATION, INC.,

Sherry S Doddema
Print Name SHERRY S. DODDEMA

By: [Signature]
JAMES R. SCHIER
Print Name -

Its: Director / President

Print Name _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 22nd day of September, 2010, by JAMES R. SCHIER as President of the Mandalay Homeowner's Association, Inc., a Florida not for profit corporation, on behalf of the Corporation.

X 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:

Sherry S Doddema
Signature
SHERRY S. DODDEMA
Printed Name

