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**THIRD AMENDMENT TO THE AMENDED AND
RESTATED DECLARATIONS OF COVENANTS AND
RESTRICTIONS OF WYNDWOOD AT LAKE HIGHLAND**

WHEREAS, the members of the Wyndwood of Lake Highland Homeowners Association, Inc. (the "Association") desires to amend the Amended and Restated Declarations of Covenants and Restrictions of Wyndwood at Lake Highland ("Declarations") as recorded in the Official Records Book 5328, Pages 828 through 859, Public Records of Polk County, Florida, the First Amendment to the Amended and Restated Declarations of Covenants and Restrictions of Wyndwood at Lake Highland as recorded in the Official Records Book 5759, Pages 1125 through 1126, Public Records of Polk County, Florida, and the Second Amendment to the Amended and Restated Declarations of Covenants and Restrictions of Wyndwood at Lake Highland as recorded in the Official Records Book 6002, Pages 1428 through 1429, Public Records of Polk County, Florida (referred to herein collectively as the "Declarations"), and

WHEREAS, the Association desires to comply with Chapter 720, Florida Statutes as it may be amended from time to time, shall hereby amend the Declarations in accordance with Article XV, Section 2 of the Amended and Restated Declarations of Covenants and Restrictions.

Additions are indicated by **bold underline**. Deletions are indicated by a **~~strikeout~~**.

Article VI, entitled "Assessments", Section 9 is amended to add the following:

~~Section 9. Subordination of the Lien to the Mortgages: Mortgagees' Rights. The lien of the assessments provided for herein is subordinate to the lien of any first Mortgage given to an Institutional Lender now or hereafter placed upon a Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.~~

Section 9. Subordination of the Lien to the Mortgages: Mortgagees' Rights. **The lien for Assessments shall not be subordinate to any mortgage including a bona fide first mortgage held by a Lender on any Lot, even when the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer by deed in lieu or pursuant to a foreclosure of a bona fide first mortgage, in which event, the mortgagee or the assignee of the first mortgage shall be liable for the unpaid assessments which became due during the twelve (12) month period immediately preceding the requisition of title or one percent (1%) of the original mortgage debt, whichever is less. However, any such remaining unpaid Assessments for which such mortgagee or the assignee of the first mortgage is not liable may be assessed to the subsequent owner(s) who receives title from such mortgagee or assignee of the first mortgage, who shall be considered jointly and severally liable for such unpaid assessments with the prior owner(s). Nothing herein contained shall be construed as releasing the prior owner or subsequent owner other than the first mortgagee or its assignee liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.**

_____ Article VI, entitled "Assessments", Section 11 is amended to add the following:

~~Section 11. Individual Assessment. In addition to the Annual Assessments authorized by Section 3 hereof, the Association may levy an individual assessment against any individual Lot to recover any charges or losses incurred by the Association as a result of the actions or inactions of a particular Owner, or resulting from an individual Owner's failure to comply with terms of this Declaration or the Association's governing documents. Individual assessments shall be payable in such manner and at such times as determined by the Board.~~

Section 11. Individual Assessment. Assessments for which one or more Owners (but less than all owners) within Wyndwood at Lake Highland, is subject to individual assessments for such things as costs of special services provided to a home or Owner or costs relating to enforcement of the provisions of these Declarations or the architectural provisions hereof as it relates to particular Owner or home. Further, in the event an Owner fails to maintain the exterior of his or her home (other than those portions of a home maintained by the Association) in a manner satisfactory to the Association, Association shall have the right, through its

agents and employees, to enter upon the home and to repair, restore and maintain the home as required by this Declaration. The cost thereof, plus reasonable administrative expenses of Association shall be an individual assessment. Further, in the event that the Association decides it is in the best interest of Wyndwood at Lake Highland that the Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an individual assessment. The lien for an individual assessment may be foreclosed in the same manner as any other assessment.

Dated this 14 day of May, 2020.

Wyndwood at Lake Highland
Homeowners Association

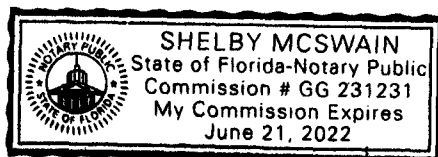
By: [Signature]
Dale Golden, Its President

Attested to: [Signature]
By: [Signature]
Lance Penn, Its Secretary

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME personally appeared Dale Golden and Lance Penn, who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

Sworn to and subscribed before me this 14th day of May, 2020.



Notary Public, State of Florida

[Signature]
Print, Type or Stamp Name of Notary

☒ Personally known to me, or
☐ Produced identification
Type of identification produced: _____