

This Instrument Prepared By And After Recording Should Be Returned  
To:

Pasco County Associates III, LLLP  
1600 Sawgrass Corporate Parkway, Suite 400  
Sunrise, Florida 33323  
Attn: Steven M. Helfman, Esq.

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,  
RESTRICTIONS AND EASEMENTS FOR WINDING RIDGE**

THIS SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WINDING RIDGE (the "Amendment") is made as of the 28<sup>th</sup> day of June, 2021, by PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership (the "Declarant") and joined in by WINDING RIDGE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("the Association"), as follows:

WHEREAS, the Declaration of Covenants, Restrictions and Easements for Winding Ridge was recorded on June 26, 2020, in Official Records Book 10127, at Page 165 of the Public Records of Pasco County, Florida, as amended and supplemented from time to time (the "Declaration"); and

WHEREAS, Article XIII, Section 8 of the Declaration provides that prior to the "Turnover Date" (as such term is defined in the Declaration), the Declarant may amend the Declaration without the requirement or consent of the Association or the "Owners" (as such term is defined in the Declaration), so long as such amendment is not prohibited by the HOA Act (as such term is defined in the Declaration); and

WHEREAS, Article XIII, Section 8 of the Declaration also provides that the Association shall, upon request of Declarant, join in any such amendment; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment, and this Amendment is not prohibited by the HOA Act; and

WHEREAS, Declarant, together with the joinder and consent of the Association, desires to amend the Declaration, as further set forth herein.

NOW, THEREFORE, Declarant, joined in by the Association, hereby amends the Declaration as follows (deleted language is shown by ~~strikeout~~, additional language is shown as underlined text and unaffected language is shown by " \* "):

1. The above recitals are true and correct and are hereby incorporated herein by this reference as if repeated at length. All initial capitalized terms used in this Amendment shall have the meanings given to such terms as set forth in the Declaration unless an alternative meaning is set forth herein.

2. The following amendments are hereby made to Section 5 of Article X of the Declaration:

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide: (a) for a minimum lease term of seven months, and (b) that the right of the tenant to use and occupy the Home and Association Property shall be subject and subordinate in all respects to the provisions of the Governing Documents. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than seven months except in the event of a default by the tenant and no Home may be rented more than two (2) times during any twelve (12) month period. All leases shall also provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration or other Governing Documents, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from the negligence or willful or criminal misconduct of the tenant and/or those for whom the Owner is responsible. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. The Association has the right to require Owners to use a lease addendum the form of which may be prepared by the Association providing for, among other things, the foregoing. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event such Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and such Owner shall be in violation of this Declaration. The provisions of this Section 5 shall also apply to renewals and modifications of leases. In no event shall subleases or assignment of leases be permitted without the prior written approval of the Association. In addition, a person occupying a Home for more than one (1) month without the Owner or tenant or a member of the Owner's or tenant's family being present shall not be deemed a guest, but rather, shall be deemed a tenant for purpose of the provisions of this Section 5.

\* \* \*

3. This Amendment shall become effective upon recording amongst the Public Records of Pasco County, Florida.

4. Except as modified by this Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and

any provisions of this Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Amendment has been signed by the Declarant and joined in by the Association on the respective dates set forth below.

**DECLARANT:**

PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership

By: Pasco County III Corporation, a Florida corporation

By: *[Signature]*  
Richard M. Norwalk, Vice President

[CORPORATE SEAL]

**WITNESSES AS TO DECLARANT:**

*Shardonn Webb*  
Print Name: SHARDON WEBB

*Kandida Rinker Jolley*  
Print Name: Kandida Rinker Jolley

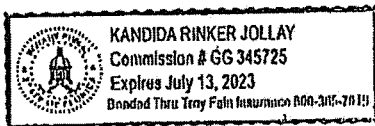
STATE OF FLORIDA     )  
COUNTY OF BROWARD )

The foregoing Instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24 day of June, 2021, by Richard M. Norwalk, as Vice President of Pasco County III Corporation, a Florida corporation, the general partner of PASCO COUNTY ASSOCIATES III, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and limited liability limited partnership. He is personally known to me.

*Kandida Rinker Jolley*  
Notary Public, State of Florida at Large

*Kandida Rinker Jolley*  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



WITNESSES AS TO ASSOCIATION:

[Signature]  
Print Name Kaitlyn Orenton  
[Signature]  
Print Name Natalia Hiraldo Morales

ASSOCIATION:

WINDING RIDGE PROPERTY OWNERS  
ASSOCIATION, INC., a Florida corporation not for  
profit

By: [Signature]  
Marisa Lufkin, President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF PASCO )  
SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or  
☐ online notarization, this 28 day of June, 2021, by Marisa Lufkin, as President of WINDING RIDGE  
PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation.  
She is personally known to me.

[Signature]  
Notary Public, State of Florida at Large

MARIA E FUNES  
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

