

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.

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

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR WINDING RIDGE (the "Third Amendment") is made as of the 21st day of March, 2024, 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 Third Amendment, and this Third 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 Third 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 Article II, Section 2(9) of the Declaration:

(9) Drainage System. Except as provided in the Governing Documents and/or the permits issued by the applicable Governmental Authorities, the Drainage System within Winding Ridge is a private drainage system intended to be owned, managed and maintained by the Association. The Drainage System may also be designed to serve and provide legal positive outfall for rainwater runoff from certain portions of the public right-of-ways adjacent to or near Winding Ridge and to serve the drainage needs of adjacent lands not within the Property subject to this Declaration, including, without limitation, drainage facilities and features that may be installed by the County for the benefit of itself and/or other properties adjacent or in proximity to the Community such as, but not limited to, the neighboring community located to the north commonly referred to as "Valencia Ridge". The Declarant reserves the right to grant further drainage and/or use easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Property and/or such other lands as described above, provided that such agreements shall not unreasonably interfere with the use of the Drainage System by the Owners. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Drainage System necessary to maintain the system in its original condition and use and such costs shall be included as Operating Expenses. In the event the Association fails to maintain the Drainage System as aforesaid, Declarant, Valencia Ridge Homeowners Association, Inc. (the "Valencia Ridge HOA"), Two Ridges Community Development District (or such other name as may be designated for the Community Development District governing Valencia Ridge, the "Two Ridges CDD"), the County and/or the Water Management District, and each of their respective designees, shall have the absolute right (but not the obligation) to enter such areas of the Property as may be necessary or convenient to perform the required maintenance, all at Association's costs and expense. The owners of the properties outside of the Community who are entitled to use the Drainage System as provided in the Declaration are not obligated to pay or reimburse the Association for any of the costs or expenses associated with the Drainage System on the Property. No construction activities may be conducted by the Association relative to any portion of the Drainage system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris of any other material or item; constructing or altering any water control structure; or any other construction to modify the Drainage System facilities. No vegetation in any wetland mitigation area or wet detention pond shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the Water Management District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the Water Management District in the Water Management District Permit may be conducted without specific written approval from the Water Management District.

* * *

3. The following amendments are hereby made to Article IV, Section 6.E. of the Declaration:

E. Drainage and Drainage System Easement. An easement for drainage and flowage over, under and upon the Property, including each of the Lots, in favor of the Association,

the Water Management District including, but not limited to, reasonable rights of access for persons and equipment to construct, install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Drainage System and/or flowage system including, without limitation, the swales, drainage pipes, and related equipment. By this easement, the Association shall have the right to enter upon any portion of any Lot or any portions thereof, at a reasonable time and in a reasonable manner, to operate, maintain, repair or replace the Drainage System as required by the Water Management District and the Water Management District Permit. In addition, Declarant reserves and grants to the Water Management District a perpetual, non-exclusive, ingress, egress and access easement over and across all private streets and roads, on all dedicated access easements created by the Plats as may be necessary or convenient for the Water Management District to obtain access to and from the Drainage System, and for enabling the Water Management District to carry out any work permitted to be performed by the Water Management District under the Water Management District Permit and/or this Declaration. Notwithstanding the foregoing, in the event of any damage caused by Owner to the Drainage System or any portions thereof (including, without limitation, any portions of the Drainage System located upon such Owner's Lot), the cost of the repairs and/or replacements resulting from such damage shall be paid by such Owner. No Owner shall install any plantings, landscaping, levees and/or other Improvements whatsoever in, on, over or across any drainage easement. By this easement, the Association shall have the right to enter upon any portion of any Lot to operate, maintain, and repair the Drainage System as required by the Water Management District.

In addition to the foregoing, in the event the Association fails to operate and maintain the Drainage System as required by this Declaration, Declarant reserves and grants to the Declarant, Valencia Ridge HOA, Two Ridges CDD, the County and/or the Water Management District, and each of their respective designees, a perpetual, non-exclusive, ingress, egress and access easement over and across such areas of the Property (including, without limitation, all streets, roads, and dedicated access easements created by the Plats) to obtain access to and from the Drainage System as may be necessary or convenient. By this easement, such parties shall have the right to enter upon the Property, or any portions thereof, at a reasonable time and in a reasonable manner, to operate, maintain, repair or replace the Drainage System as may be required by the Water Management District, the Water Management District Permit (which shall include any Water Management District permits issued for Valencia Ridge) and/or the County.

4. The changes to Article II, Section 2(9) and Article IV, Section 6.E. contained in this Third Amendment may not be amended, modified and/or removed (in whole or in part) without the prior written consent of Declarant, Valencia Ridge HOA, Two Ridges CDD, Water Management District and the County, which consent may be withheld or delayed in their respective sole and absolute discretion.

5. Subsequent to the recording of the Declaration and First Amendment to the Declaration, Poplar Brook Drive f/k/a Wyndfields Boulevard was renamed to Two Ridges Road. Accordingly, all references in the Governing Documents to "Poplar Brook Drive f/k/a Wyndfields Boulevard" shall now be amended and restated to read "Two Ridges Road".

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

7. Except as modified by this Third 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 Third 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 Third 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 Third 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: 
Richard M. Norwalk, Vice President

[CORPORATE SEAL]

WITNESSES AS TO DECLARANT:


Print Name: Colleen M. Colton
Address: 1600 Sandgrass Corporate Parkway, Suite 400
Surfside, FL 33323


Print Name: SHAROLYN WEBB
Address: 1600 SANDGRASS CORP PKWY, #400
SURFIDE, FL 33323

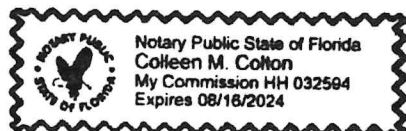
STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of March, 2024, 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.


Notary Public, State of Florida at Large

Colleen M. Colton
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



ASSOCIATION:

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

WITNESSES AS TO ASSOCIATION:

Colleen M. Colton
Print Name Colleen M. Colton
Address: 1600 Sugarass Corporate Parkway
Suite 400, Sunrise FL 33323
Sharon Lynn Webb
Print Name SHAROLYN WEBB
Address: 1600 SUGARASS CORP PKWY #400
SUNRISE, FL 33323

By: Marisa Lufkin
Marisa Lufkin, President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF Broward) SS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization, this 21 day of March, 2024, 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.

Colleen M. Colton
Notary Public, State of Florida at Large

My Commission Expires:

Colleen M. Colton
Typed, Printed or Stamped Name of Notary Public

