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LAKELAND, FL 33813

**SEVENTH AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CALABAY PARC AT TOWER LAKES HOMEOWNERS ASSOCIATION, INC.**

THIS SEVENTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CALABAY PARC AT TOWER LAKE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit Florida corporation (the "Association"), is made this 2nd day of September, 2022, by the Association, by virtue of a majority vote by the Members at Special Meeting of the Members held on September 2, 2022.

WITNESSETH

WHEREAS, The Association is subject to the Declaration of Covenants, Conditions and Restrictions of Calabay Parc at Tower Lakes Homeowners Association, Inc., recorded in O.R Book 4624, Pages 1957-2001, of the public records of Polk County, Florida, and the supplements recorded in O.R Book 5394, Pages 1485-1490, and O.R Book 7434, Pages 902-906 and as amended in that Amendments, recorded in O.R. Book 8700, Pages 45-47, O.R. Book 9021, Pages 652-660, O.R. Book 9165, Pages 1525-1527, O.R. Book 10693, Pages 1844-1846 and O.R. Book 11026, Pages 891-894 of the public records of Polk County, Florida (collectively referred to as the "Declaration").

WHEREAS, Pursuant to the ARTICLE XI of the Declaration, the Declaration may be amended by a majority vote of the votes entitled to be cast at any meeting at which a quorum is present as provided in the By-Laws when written notice of such meeting specifies the proposed amendment and amendments to be considered at such meeting.

WHEREAS, on September 2, 2022, 39 Members were present in person or by proxy, which constitutes a quorum of the members, and 29 votes were cast in favor of amending the Declaration, which constitutes a majority of the votes of the Association present in person or by proxy at the meeting.

RECITALS

- A. The Board of Directors proposed changes to the Declaration.
- B. The Members of the Association were notified in writing of the proposed changes/amendments in writing.
- C. Pursuant to the Declaration and in accordance with Chapter 720 of the Florida Statutes, a majority of the voting members amended the Declaration as set forth below.
- D. The following changes and modifications to the Declaration are hereby incorporated into and made a part of the Association's governing documents as defined in the Florida Statutes, and shall be binding on all parties having any right, title, or interest in the lots, properties or land.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration the Association hereby declares and amends the Declaration as set forth below:

I. Article V, Section 5.1 Creation of the Lien and Personal Obligation of Assessments is amended to:

The following section shall be amended to Article V, Section 5.1 **Creation of the Lien and Personal Obligation of Assessments:**

~~The Declarant hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association annual, special and other assessments to be established and collected as hereinafter provided. Such assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot on the date when the assessment became due. The personal obligation for delinquent assessments shall not pass to a successor in title unless expressly assumed by such successor; provided, however, in no event shall assumption by a successor relieve the former Owner of any personal liability arising hereunder. In the case of co-ownership of a Lot, all such co-owners shall be jointly and severally liable for the entire amount of the assessment. A Lot owner is jointly and severally liable with the previous Lot owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Lot owner may have to recover any amounts paid by the present owner from the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present Lot owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent~~

property through foreclosure or by deed in lieu of foreclosure.

I. Article V, Section 5.7 Initiation Assessment is amended to:

The following section shall be amended to Article V, Section 5.7 **Initiation Assessment**:

In addition to the annual, special and individual assessments provided for hereunder, the Association shall have the right to collect a one-time initiation assessment or capital contribution fee in an amount equal to the then applicable annual assessment rate. The initiation assessment/capital contribution shall be due and payable at the time of the conveyance of the Lot and Improvements, i.e. Residence; to the new purchaser ~~to the initial purchaser of the Lot~~; provided, however, if the initial purchaser ~~seller~~ is a Builder, as that term is hereinafter defined, the Builder shall have the express right to obtain reimbursement of such initiation assessment from the initial third-party purchaser of a Lot which has been improved by the construction of a single family residence thereon. This right shall be self-operative and need not be expressly set forth in any purchase agreement. ~~Except as otherwise provided herein, the initiation assessment shall neither apply to, nor be otherwise collectible from, subsequent conveyances of a Lot to a subsequent Owner.~~ As used herein, the term "Builder" shall mean the Declarant or any party who has contracted to purchase ~~three (3) or more undeveloped~~ Lots in Calabay Parc at Tower Lake for the purpose of constructing homes for third-party purchasers. At the time of payment of the initiation assessment/capital contribution provided herein, the Owner shall likewise pay to the Association that portion of the Annual Assessment provided in Section 5.3 prorated from the date of purchase through the end of the then current calendar year.

Certificate of Amendment

We, the undersigned, hereby certify that this Amendment was adopted by the majority of the Members present in person or by proxy at the duly noticed Members' meeting at which a quorum was present held at 539 Pine Loch Dr. Haines City, FL on September 2, 2022.

Witnesseth:

[Signature]
Name: Nehal S. Shingra

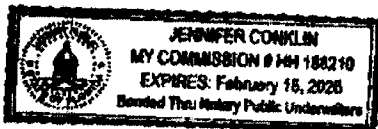
[Signature]
Name: Colin Barr
As Its: President

[Signature]
Name: Joyce Mastell

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Sixth Amendment to the Declaration was acknowledged before me by means of physical presence or online notarization this 2 day of September, 2022, by Colin Barr, the President of the Association, Inc., on behalf of the corporation, who is personally known to me or produced as identification, and who did not take an oath.

NOTARY STAMP



[Signature]
Notary Public