

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Rulon D. Munns, Esquire
Bogin, Munns & Munns, P.A.
P.O. Box 2807
Orlando, Florida 32802-2807

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE PLYMOUTH CREEK ESTATES SUBDIVISION**

This THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE PLYMOUTH CREEK ESTATES SUBDIVISION ("Third Amendment") is made this 17th day of March, 2016, by PLYMOUTH MB, LLC, a Florida limited liability company, hereafter (the "Developer").

R E C I T A L S:

WHEREAS, Developer has previously executed and recorded that certain Declaration of Covenants, Conditions and Restrictions of Plymouth Creek Estates Subdivision, dated August 23, 2007, and recorded at Official Records Book 3502, Page 1302, as amended in Official Records Book 4535, Page 1023, and Official Records Book 4665, Page 2459, ("collectively, Declaration") in the Public Records of Lake County, Florida ("Declaration.")

WHEREAS, pursuant to Article VI, Section 4, of the Declaration, prior to turnover of the Association from the Developer to the owners, the Declaration may be amended by the Developer, without the joinder of any other person; and

WHEREAS, at this time the Association has not yet been turned over by the Developer, and the Developer desires to amend the Declaration as set forth below.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this First Amendment and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Declaration is hereby amended as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. **Definitions.** The definitions set forth in the Declaration are hereby incorporated herein by reference and restated as if fully set forth herein.

3. **Amendments.**

A. Article II, Association Membership and Voting Rights, Section 2 (b) is hereby deleted and further amended and modified to provide as follows:

(b) Class "B". The Class "B" member shall be the Developer. The Class "B" member will be entitled to exercise total voting control until the annual meeting following the transfer of control of the Association to the Class A Lot owners. Upon this event, Class "A" members may exercise voting rights along with the Class B member. No lots owned by Developer, its agents, or associates will be subject to any assessment.

B. Article III, Association Membership and Voting Rights, Sections 2 and 3 are hereby deleted and further amended and modified to provide as follows:

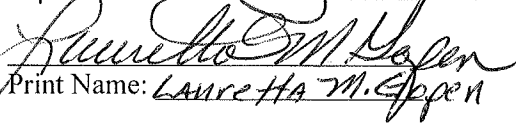
2. Annual assessment. Annual assessments will be equally apportioned among all Class A Lot Owners and shall be in an amount sufficient to fund the Association's annual budget, including reasonable reserves. The Board of Directors will prepare an annual budget for presentation, amendment if necessary, and adoption at the Annual Meeting of the Members, subject to being overridden by two-thirds vote of the Association member(s) allowed to vote, either in presence or voting by proxy at such meeting. The annual assessment for each Lot will be determined by the total adopted budget divided by the total number of Class A Lots within the Subdivision. Notwithstanding the foregoing, during the existence of Class "B" membership, the Developer in its sole discretion may contribute to the annual budget such amounts, as it deems reasonable and necessary to carry out the responsibilities of the Association in an orderly manner.

3. Special assessments. In addition to the annual assessment, the Association may levy a one-time set up fee to be assessed at closing of the sale of any newly constructed residence. In any assessment year, the association may levy a special assessment not to exceed \$500.00, upon approval of a majority of the Class "A" members voting in person or by proxy at the Annual Meeting or a special meeting called for this purpose. The Board of Directors may make such special assessment payable in installments over a period of not more than three (3) years.

IN WITNESS WHEREOF, the Developer has executed this First Amendment to the Declaration of Covenants, Conditions and Restrictions of Plymouth Creek Estates Subdivision this 17th day of March, 2016.

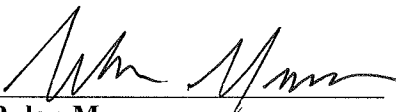
Signed, sealed and delivered in the presence of:


Print Name: Karen D. Burton-Jenkins


Print Name: Lauretta M. Egan

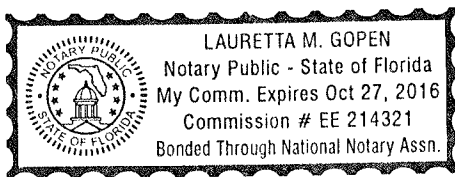
DEVELOPER:

PLYMOUTH MB, LLC, a Florida limited liability company

By: 
Rulon Munns
Manager

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me this 17th day of March 2016, by Rulon D. Munns, as manager of Plymouth MB, LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.



Laretta M. Gopen
NOTARY PUBLIC

Print Name: **Laretta M. Gopen**
My Commission Expires: *10/27/2016*
Commission #: *EE 214321*