

THIS INSTRUMENT PREPARED BY/RETURN TO:
Richard P. Newman/pam
McLin Burnsed
Post Office Box 491357
Leesburg, Florida 34749-1357



**Amendment No. 6 to Amended and Restatement of
Declaration of Covenants, Conditions,
and Restrictions for
Harbor Hills**

THIS AMENDMENT No. 6 to the Declaration of Covenants, Conditions, and Restrictions for Harbor Hills made this 21st day of February, 2012, by Harbor Hills Development, L.P., a Delaware limited partnership doing business in the State of Florida as Harbor Hills Development, Ltd., 6538 Lake Griffin Road, Lady Lake, Florida 32159, hereinafter referred to as the "Developer";

WHEREAS, Developer, in connection with the development of certain real property established the Amendment and Restatement of Declaration of Covenants, Conditions, and Restrictions for Harbor Hills recorded in Official Records Book 1403, Page 808, as subsequently amended, Public Records of Lake County, Florida, hereinafter referred to as the "Declaration";

WHEREAS, pursuant to Article XVI and Section 3, Article XVII of the Declaration, the Developer possesses the right to amend the Declaration;

NOW THEREFORE, Developer hereby amends the Declaration as follows:

Article III, Section 2B of the Declaration is hereby amended by adding the following power:

The Association is authorized to establish and collect a capital contribution upon every conveyance of an ownership interest in a lot, residential unit or duplex by an Owner when any Assessments due thereon are delinquent. The capital contribution shall be a reoccurring Assessment payable upon all succeeding conveyances of any lot, residential unit or duplex on which assessments are delinquent. The initial capital contribution shall be as follows: \$1,500.00 for any lot, residential unit or duplex transfer when the Assessments owed thereon are delinquent for less than one year; and, \$4,500.00 for any lot, residential unit or duplex when the Assessments owed thereon are delinquent for more than one year. The amount of the capital contribution may be changed by a resolution of the Board from time to time. The due date shall be the date of the closing of the conveyance and the manner of payment shall be determined by the Board. Payment of the capital contribution shall be the legal obligation of the transferee. For purposes of this paragraph, the term "Conveyance" shall, except as specified below, mean the transfer of record title to a lot, residential unit or duplex by deed or other authorized means of Conveyance, with or without valuable consideration, including a transfer of possession in beneficial ownership by means of an agreement for deed. It does not apply to a transfer of title directly resulting from the death of the transferee, nor to a transfer of title to a trustee or the transfer between spouses without changing occupancy, solely for estate planning or tax reasons, nor to a transfer by certificate of title to the plaintiff in an action to foreclose a first mortgage on the property. However, the capital contribution must be paid by the transferee of the plaintiff acquiring title by certificate of title in such a foreclosure, if Assessments are past due on the date of the transfer, including any Assessments for which the plaintiff is not liable whether by statute, or otherwise.

All provisions, terms or parts of the Declaration not changed or modified as stated herein, shall remain in full force and effect as they exist in the Declaration.

Harbor Hills Development, L.P.
d/b/a Harbor Hills Development, Ltd.,
a Delaware limited partnership
By: H.H.C.C., Inc., General Partner

By: Michael A. Rich
Michael A. Rich, President

Witnesses:
Michelle Girard Smith
Print Name Michelle Girard Smith
Patricia A. Maynard
Print Name Patricia A. Maynard

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 21st day of February, 2012, by Michael A. Rich, President of H.H.C.C., Inc., a Delaware corporation, as General Partner of Harbor Hills Development, L.P., a Delaware limited partnership d/b/a Harbor Hills Development, Ltd. on behalf of the corporation and the partnership, [**CHECK ONE**] who is personally known to me or _____ produced _____ as identification.

Michelle H. Girard Smith
NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)
Michelle H. Girard Smith
(Print Name of Notary Public)
My Commission Expires:
Serial/Commission Number:

