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This Instrument Prepared By  
& Requested Be Returned To:  
Craig B. Hill, Esquire  
Clark, Campbell, Mawhinney & Lancaster, P.A.  
500 South Florida Avenue, Suite 800  
Lakeland, Florida 33801

**THIRD AMENDMENT TO  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR VIENNA SQUARE**

This Third Amendment to Master Declaration of Covenants, Conditions and Restrictions for Vienna Square ("Third Amendment") is made effective this 15th day of October, 2009, by BAYTREE PARTNERS, LLC, a Florida limited liability company ("Declarant").

**RECITALS:**

WHEREAS, Declarant is the Developer of the Community, and in connection therewith has recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Vienna Square, in Official Records Book 7080, Page 2010, as amended by that certain First Amendment thereto in Official Records Book 7363, Page 378, and as further amended by that certain Second Amendment thereto in Official Records Book 7483, Page 1032, all in the Public Records of Polk County, Florida (collectively, the "Declaration"); and

WHEREAS, Section 15.10 of the Declaration provides in pertinent part that Declarant may, in its sole discretion, by an instrument filed of record in the County, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of the Declaration, and any recorded exhibit thereto; and

WHEREAS, Declarant desires to amend and modify the Declaration for the purposes as set forth herein, and this Third Amendment shall relate back to the date of recording of the Declaration; and

NOW THEREFORE, Declarant amends and modifies the Declaration as follows:

1. Initially capitalized terms herein shall have the meaning ascribed thereto in the Declaration, unless otherwise defined herein.
2. The foregoing recitals are true and correct and by this reference incorporated into the body of this Third Amendment.

3. Section 9.11 Subordination of Lien to Mortgages of the Declaration is amended and restated in its entirety as follows:

The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Assessment lien. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. First mortgagees (including, without limitation, Institutional Mortgagees) acquiring title as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, shall be liable for unpaid Assessments or Villas Assessments as expressly set forth in Section 14.2 of this Declaration.

4. Section 11.8(J) Subordination of Lien to Mortgages of the Declaration is amended and restated in its entirety as follows:

The lien of the Villas Assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the Villas Assessment lien. No sale or transfer shall relieve such Lot from liability for any Villas Assessments thereafter becoming due or from the lien thereof. First mortgagees (including, without limitation, Institutional Mortgagees) acquiring title as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, shall be liable for unpaid Villas Assessments as expressly set forth in Section 14.2 of this Declaration.

5. Section 14.2 Mortgage Foreclosure of the Declaration is amended and restated in its entirety as follows:

Except as otherwise provided by Florida law as amended from time to time, if a first mortgagee (including, without limitation, an Institutional Mortgagee) acquires title to a Lot, Living Unit, Tract or Parcel as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee's liability for the unpaid Assessments and Villas Assessments, as applicable, that accrued or came due before such mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's or Living Unit's unpaid common expenses and Assessments or Villas Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, MX or the Villas Association, as applicable; or (b) one percent of the original mortgage debt. The limitations on first mortgagee liability as set forth above in this Section 14.2 apply only if such first mortgagee filed suit against the Owner and initially joined the Association, MX and the Villas Association, as applicable, as defendants in the mortgagee foreclosure action. However, joinder of the Association, MX and the Villas Association, as applicable, is not required if, on the date the complaint is filed, the Association, MX, and the Villas Association, as applicable, was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee. Any unpaid Assessments, Villas Assessments or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, prorata, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot, Tract or Parcel by foreclosure (or by deed in lieu of

foreclosure) may, during the period of his, her or its ownership, be excused from the payment of any Assessments, Villas Assessments or charges coming due during the period of such ownership.

6. MX Communication Services, LLC, a Florida limited liability company, is a party to this Third Amendment in order to evidence its agreement therewith and consent thereto in accordance with its powers and rights under the Declaration, including, without limitation, its powers and rights under Section 7.4 and 9.8 of the Declaration.

7. Vienna Square Homeowners' Association, Inc., a Florida not for profit corporation, is a party to this Third Amendment in order to evidence its agreement therewith and consent thereto in accordance with its powers and rights under the Declaration.

8. The Villas at Vienna Square Homeowners' Association, Inc., a Florida not for profit corporation, is a party to this Third Amendment in order to evidence its agreement therewith and consent thereto in accordance with its powers and rights under the Declaration.


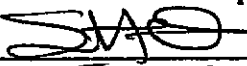
9. Except as expressly modified and amended herein, the Declaration shall remain unchanged and in full force and effect.

**SIGNATURE PAGES FOLLOW:**

IN WITNESS WHEREOF, Baytree Partners, LLC, a Florida limited liability company, hereby executes this Third Amendment effective as of the day and year first set forth above, and MX Communication Services, LLC, a Florida limited liability company, Vienna Square Homeowners' Association, Inc., a Florida not for profit corporation, and The Villas at Vienna Square Homeowners' Association, Inc., a Florida not for profit corporation, hereby join in and consent to this Third Amendment effective as of the day and year first set forth above.

**"DECLARANT"**

Witnesses:

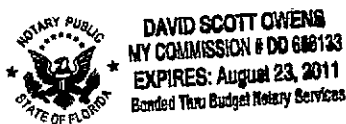
  
Name: Brandi B. Spence  
  
Name: Scott Owens


BAYTREE PARTNERS, LLC,  
a Florida limited liability company  
By: Odyssey Residential, Inc., a Florida  
corporation, its manager

By:   
Mark E. Schreiber, its Vice President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2009, by Mark E. Schreiber, as Vice President of Odyssey Residential, Inc., a Florida corporation, the manager of Baytree Partners, LLC, a Florida limited liability company. He is personally known to me or did produce \_\_\_\_\_ as identification.



  
Notary Public, State of Florida  
DAVID SCOTT OWENS  
Print Name

(SEAL)

**SIGNATURES CONTINUED ON SUBSEQUENT PAGES:**

Witnesses:

[Signature]  
Name: Brandi B. Spence  
[Signature]  
Name: Scott Owens

"MX"

MX COMMUNICATION SERVICES, LLC,  
a Florida limited liability company

By: CRF Management Co., Inc., a Florida  
corporation, its managing member

By: [Signature]  
Mark E. Schreiber, its Vice President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 2009,  
by Mark E. Schreiber, as Vice President of CRF Management Co., Inc., a Florida corporation, the managing  
member of MX Communication Services, LLC, a Florida limited liability company. He is personally known  
to me or did produce \_\_\_\_\_ as identification.



DAVID SCOTT OWENS  
MY COMMISSION # DD 686123  
EXPIRES: August 23, 2011  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public, State of Florida  
DAVID SCOTT OWENS  
Print Name

(SEAL)

SIGNATURES CONTINUED ON SUBSEQUENT PAGES:

**"ASSOCIATION"**

VIENNA SQUARE HOMEOWNERS'  
ASSOCIATION, INC., a Florida not  
for profit corporation

By: [Signature]  
Mark E. Schreiber, its President

Witnesses:

[Signature]  
Name: Brandi B. Spence

[Signature]  
Name: Scott Owens

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15<sup>TH</sup> day of OCTOBER 2009,  
by Mark E. Schreiber, as President of Vienna Square Homeowners' Association, Inc., a Florida not for profit  
corporation. He is personally known to me or did produce \_\_\_\_\_ as identification.



DAVID SCOTT OWENS  
MY COMMISSION # DD 666123  
EXPIRES: August 23, 2011  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public, State of Florida  
David Scott Owens  
Print Name

(SEAL)

**SIGNATURES CONTINUED ON SUBSEQUENT PAGE:**

Witnesses:

  
Name: Brandi B. Spence

  
Name: Scott Owens

**"VILLAS ASSOCIATION"**

THE VILLAS AT VIENNA SQUARE  
HOMEOWNERS' ASSOCIATION, INC.,  
a Florida not for profit corporation

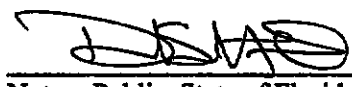
By:   
Mark E. Schreiber, its President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October 2009,  
by Mark E. Schreiber, as President of The Villas at Vienna Square Homeowners' Association, Inc., a Florida  
not for profit corporation. He is personally known to me or did produce as  
identification.



DAVID SCOTT OWENS  
MY COMMISSION # DO 606133  
EXPIRES: August 23, 2011  
Bonded Thru Budget Notary Services

  
Notary Public, State of Florida  
DAVID SCOTT OWENS  
Print Name

(SEAL)