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**Declaration Of Easements, Covenants, Conditions And
Restrictions Of The Meadows**

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Plat File

Declaration Of Easements, Covenants, Conditions, And Restrictions Of The Meadows

THIS DECLARATION made by **Double MM Development, LLLP**, a Florida limited liability limited partnership (hereinafter referred to as "Developer"), whose address is Post Office Box 637, Astatula, Florida 32705.

Recitals

WHEREAS, Developer is the sole Owner of those certain parcels of real property situated in Lake County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein by reference.

WHEREAS, Developer desires to impose a common plan of development on said real property for the purpose of protecting the value and desirability thereof, and for the purpose of enhancing the marketability thereof.

NOW, THEREFORE, Developer hereby declares that all of the real property described in **Exhibit "A"** attached hereto shall be held, sold and conveyed subject to the following easements, conditions, covenants and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, said real property and be binding upon all parties having the right, title, or interest therein, or any part thereof, their respective heirs, successors, and assigns; and which shall inure to the benefit of the Association and each Owner thereof, as said terms are hereinafter more particularly defined.

All references to the "Declaration" or the "Declaration of Easements, Covenants, Conditions, and Restrictions of the Meadows", now or hereafter made in other instruments of the Public Records of Lake County, Florida, or in the Articles of Incorporation, By-Laws, and other corporate documents and papers of Meadows Of Astatula Homeowners Association, Inc., a Florida corporation not for profit, shall mean and refer to this Declaration as herein set forth.

Article I Definitions and Construction

Section 1. "Association" means Meadows Of Astatula Homeowners Association, Inc., a corporation not for profit organized pursuant to Chapter 617, Florida Statutes, its successors and assigns. The Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C", respectively, and made a part hereof.

Section 2. "Owner" means the record Owner, whether one or more persons or entities, of the fee simple title of any Lot which is part of the Properties, including contract sellers, but excluding any other party holding such fee simple title merely as security for the performance of an obligation.

Section 3. "Properties" means those certain parcels of real property described in Exhibit "A" together with such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" means all real property owned by the Association for the common use, benefit, welfare and enjoyment of the Owners. The Common Area to be owned by the Association shall be designated by the Developer or as designated on the plat of record. Notwithstanding the foregoing, "Common Area" means (i) all real property shown on the plat referenced as "Common Area" or "Tract" dedicated for the common use and enjoyment of the Owners or residents, including wetland preserves, wetland buffers, preservation areas, recreational areas and open areas, (ii) surface water management system and all roads and rights of way within the subdivision, (iii) potable water well, treatment and distribution system, (iv) sewer and affluent treatment and distribution system, and (v) all furniture, fixtures and equipment, and other improvements serving the Common Areas.

Section 5. "Lot" means any unit of land designated as a Lot on the Recorded subdivision map or plat of the Properties, together with all improvements thereon, or such other unit of land subsequently brought within these restrictions as a Lot.

Section 6. "Developer" means Double MM Development, LLLP, a Florida limited liability limited partnership and such of its successors and assigns.

Section 7. "Recorded" means filed for record in the Public Records of Lake County, Florida.

Section 8. "Person" means any natural person or artificial legal entity.

Section 9. "Interpretation" Unless the contract otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 10. "Board of Directors" means the Board of Directors of Meadows Of Astatula Homeowners Association, Inc.

Section 11. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Section 12. "Maintenance" means the exercise of reasonable care and repair to keep buildings, roads, landscaping, lighting, lawns, potable water wells, treatment and distribution systems, storm water run off collection systems, and other related improvements and fixtures in good repair and condition. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 13. "Community" means the real property that is or will be subject to this Declaration. The term "Community" includes all real property, including undeveloped phases, that is or was

the subject of a development order, together with any approved modification thereto.

Article II Property Rights

Section 1. Owners' Easements of Enjoyment. Every Owner, agent and its invitees shall have a non-exclusive right and easement of enjoyment in and to the Common Area that shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

a. The right of the Association to make regular and special assessments and other fees for the construction, beautification, repairs, and maintenance of the Common Area.

b. The right of the Association to suspend the voting rights of an Owner for any period during which any assessment or fee, other than the annual assessment, against a Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

c. The right of the Association to suspend the voting rights of an Owner for any period during which the annual assessment against a Lot remains delinquent in excess of ninety (90) days.

d. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless approved by two thirds (2/3) of the members.

e. The right of Developer or Association to enter into a non-exclusive lease agreement or other form of agreement allowing persons, other than Owners to use the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right to the Common Area and facilities thereon to the members of his family, his tenants, or contract purchasers, provided the foregoing actually reside upon such Owner's Lot.

Section 3. Title to Common Areas. Association shall be responsible for the management, maintenance, and operation of the Common Areas, and for the payment of all real estate taxes and other charges that are liens against the Common Areas from and after the recording of this Declaration. At such point in time as Developer has conveyed ninety percent (90%) or more of the Lots comprising the Properties, Developer shall convey the Common Areas to the Association by quitclaim deed. Developer shall not be required to provide any title insurance or other related title documents to Association in connection with the conveyance of the Common Areas.

Section 4. Other Easements.

a. Easements for installation and maintenance of underground utilities, cable television, drainage facilities, landscaping and fencing, are hereby reserved over the common, reserved and dedicated areas. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or damage, interfere or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance that a public authority or utility company is responsible, and except as otherwise provided in this

Declaration.

b. Developer and its successor and assigns, and Association shall have the right and privilege and easement of doing whatever may be necessary in, on, under, and above such Lots, Tracts and Common Area to carry out any of the duties, purposes or reservations and rights reserved herein, or on the plat(s) of the Property.

c. Drainage Easements. Drainage Easements have been declared and reserved as shown on and created by the Plat of the Property. Each Owner of any Lot encumbered by a Drainage Easement upon which a drainage swale is located shall be solely responsible for the repair, replacement and maintenance of such drainage swale. Maintenance of the Drainage Easements shall include, but not be limited to, removing obstructions and mowing the easement area on a regular basis to assure that the area does not become overgrown as to impede the intended purpose and design of the drainage easement and plan. Alteration, obstruction or removal of any drainage swale or drainage control facilities or structures is expressly prohibited. In the event any Owner fails to repair, replace and maintain any drainage swales or alters or obstructs any piping, drainage swales, facilities and structures, the Association may repair, replace and maintain such drainage swales, facilities and structures and assess such Owner for the cost and expenses incurred in order to accomplish the foregoing. Each Owner hereby grants an easement and license to Developer and the Association over, upon and across such Owner's Lot in order to facilitate and accomplish the foregoing and ensure Owner's compliance hereunder. Further, no Owner shall place, erect or construct any improvement or otherwise permit anything to occur within any Drainage Easement area that would in any way effect said Drainage Easement or any swale, pipe or drainage control facility or structure located therein or thereon, unless, in the event of construction of any improvements, such improvements have been approved by Developer or Association.

d. Easements for Encroachments. Developer hereby reserves the right to grant easements for encroachments in the event any improvements upon the Common Areas encroach into a Lot, or any improvements upon a Lot encroach into Common Areas or a Lot, as a result of minor inaccuracies in survey, construction, reconstruction or due to settlement or movement or otherwise to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. Provided, however, that at no time shall there be any encroachment onto the Water Management System without the written consent of the St. Johns River Water Management District. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, an Owner, occupant or Association.

Section 5. Right of Entry. Developer and Association, through their duly authorized employees and contractors and agents shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance or exercise any right as may be authorized herein.

Section 6. Developer Privileges. Developer, its successors or assigns, is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease or rent Lots to any person or entity. Developer, through any agency or contractual arrangements with third parties, shall have the right to transact in the Community any business necessary to consummate the sale of Lots, including, but not limited to, the right to maintain an office, model homes, spec homes, to have signs on Lots and Common Area, to have employees in an office, and to utilize the common elements and to show the Lots and improvements located thereon to prospective purchasers. No rights reserved to Developer hereunder or under any other provisions of this

Declaration and the exhibits hereto shall be waived, altered or amended without the express written consent of Developer.

Section 7. Right of First Refusal as to Manufactured Home Sales. While Developer has complete control of the Association, as provided in Article III, Section 3 of this Declaration, Developer shall have an optional right of first refusal to be exercised in its sole discretion as follows:

a. Should a Lot Owner wish to sell the manufactured home located on a Lot, said Lot Owner agrees to notify Developer of the price and material terms and conditions upon which said Lot Owner desires to sell the manufactured home. Developer shall be under no obligation to purchase such manufactured home at the price offered by said Lot Owner, but may do so in its sound business discretion, or it may negotiate a price and terms and conditions as may be mutually agreeable to the parties. Such negotiation and purchase may be performed directly by Developer, or by any manufactured home dealer or broker of its choosing. If no agreement is reached pursuant to this provision, then said Lot Owner may offer the manufactured home for sale to the public through a licensed sales agent of their choosing, or may attempt to sell the manufactured home him- or herself.

b. If a buyer is found for a manufactured home located on a Lot and a written contract is executed between said Lot Owner and said potential buyer, then said Lot Owner must immediately deliver a copy of the sale contract including notice of the negotiated price and conditions of sale to Developer. Developer shall have two business days after receipt of such written contract to match the terms and conditions therein. If Developer decides to purchase the manufactured home at the price, terms and conditions as stated in the sales contract, then it agrees to give written notification to said Lot Owner of such intent before 5:00 p.m. on the second business day after the day of its receipt of the sale contract. For purposes of this Rule, notice to said Lot Owner is "given" when it is: (1) hand delivered; or, (2) posted on the home; or, (3) placed in the U.S. Mail by Developer.

c. If Developer matches a bona fide written offer received by said Lot Owner, then Developer must purchase, and said Lot Owner must sell the subject manufactured home to Developer. Closing shall occur on a mutually agreeable date, but shall be no later than sixty days after the date Developer gives notice of matching the offer received by said Lot Owner, unless otherwise agreed.

d. Should a Lot Owner fail to comply with the terms of this provision, then the subject manufactured home shall be removed from the park upon its sale.

Article III Membership and Voting Rights

Section 1. Membership Classes. There shall be two classes of membership:

a. **Voting Members.** The Association shall have Voting Members who shall have all the rights and privileges of Members of the Association. A Voting Member may not be removed. The initial Voting Members shall consist of those persons named as initial Voting Members in the Articles of Incorporation, who have been chosen by the Developer. The initial Voting Members have the right to admit other persons as Voting Members.

b. **Nonvoting Members.** The Association shall have "Nonvoting Members" of the Association who shall consist of all of those persons who are, from time to time, "Owners". The term "Owners" shall mean record fee simple titleholders of Lots within the boundaries of the property encumbered by the Declaration. Prior to Developer relinquishing control of the

Association, as provided hereinafter, all Lot Owners other than Developer shall be Nonvoting Members for purposes of the Declaration, Articles of Incorporation, and Bylaws of the Association.

Section 2. Membership. Every Owner of a Lot that is subject to assessment shall be either a Voting Member or Nonvoting Member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members. An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that Lot. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot; provided, however, the foregoing shall not be construed to prohibit the assignment of membership and voting rights of an Owner who is contract seller to his vendee in possession. There shall be only one vote for each Lot. If there are multiple Owners for a Lot or Lots, the Owners shall designate in writing the voting Owner.

Section 3. Developer Control. The Developer shall have complete control of the Association until such time as ninety percent (90%) or more of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties. Developer's complete control of the Association includes, but is not limited to, Developer, as the initial Voting Member, appointing all of the directors to comprise the Board of Directors of the Association. Within three (3) months after the earlier of (i) ninety percent (90%) or more of the Lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties, or (ii) on written notification to the Association from Developer, at Developer's sole discretion, to relinquish complete control of the Association, Developer shall relinquish control of the Association to the then Lot Owners, and the Lot Owners, other than Developer, are entitled to elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the Lot Owners assume control of the Association as Voting Members subject to the terms and conditions of these Declarations of Restrictions, and such other instruments governing the Association and its members. The Developer, after relinquishing control of the Association to the Lot Owners, shall be entitled to one (1) vote for each Lot that the Developer owns. Prior to Developer relinquishing control of the Association, as provided herein, all Lot Owners other than Developer shall be Nonvoting Members for purposes of the Declaration, Articles of Incorporation, and Bylaws of the Association.

Notwithstanding the foregoing, Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots comprising all phases of the Community. After Developer relinquishes control of the Association, as provided above, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Article IV Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) initial assessments or charges; (ii) annual assessments or charges; and (iii) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. Any annual and special assessments from time to time remaining unpaid, together with interest, costs and reasonable

attorney's fees, shall be a charge on the Lot and shall be a lien upon the Lot against which each such assessment is made, as provided hereafter in this Article. Each such assessment, together with interest costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligations for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Initial Assessment and Annual Assessments.

a. Initial Assessment. An initial assessment on each Lot may be levied by the Association and paid by each Lot Owner acquiring title to a Lot at the time of the initial purchase from Developer or subsequent transfer of a Lot(s) for the purpose of deferring certain costs and expenses incurred by the Association by the additional or subsequent Lot Owner's admission to the Association.

In addition, a separate initial assessment and/or impact fee established by the Association for connection to the potable water system and/or sewer and affluent treatment and distribution system shall be charged and paid by each Lot Owner at the time a Lot Owner accesses or utilizes the potable water system. In addition to the initial assessments, each Lot Owner shall pay annual assessments.

b. Annual Assessment. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the Properties, and for the use, repair and maintenance of the Common Area and improvements thereto, and maintenance and repair of the surface water or stormwater management system, including but not limited to work within retention areas, drainage structures and drainage easements. In the event the need for maintenance or upkeep is attributable to the willful or negligent act of the Owner of a Lot, their family, guests, or invitee, the cost of such maintenance or upkeep shall be added to and become part of the assessment to which such Lot is subject.

Annual assessments may also be used to establish reserve accounts for the periodic maintenance, repair and replacement of improvements located in the Common Area. Any such funds shall be reflected in the annual operating budget, as described in the Bylaws, and designated "reserve fund".

Section 3. Special and Other Assessments.

a. Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying aforescribed maintenance services and common expenses, and defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, and provided that any such assessment shall have the assent of not less than seventy percent (70%) of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Notwithstanding the foregoing, while Developer is complete control of the Association, as provided under Article III, Section 3 of this Declaration, the Association, by the majority vote of the Board of Directors, may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying aforescribed maintenance services and common expenses, and defraying, in whole or in part, the cost of any reconstruction, repair, or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. The action of the Board of Directors pursuant to this provision neither requires the assent of the members, nor the necessity to establish a quorum at a meeting called

for the purpose of levying the special assessment, as provided in Section 4 immediately hereinafter.

b. Central System Assessments

(1) Central Potable Water System. Potable water consumption/usage through the Central Potable Water System serving a Lot may be monitored and metered, and each Lot Owner charged a fixed assessment and/or fee/charge based on consumption/usage for such Lot, as determined by the Board of Directors. Such assessments and fees shall be collected on a monthly, semi-annual or annual basis, as determined by the Board of Directors.

(2) Sewer and Affluent Treatment and Distribution System. Each Lot Owner may be charged a fixed assessment and/or fee/charge for the use and availability of the central sewer and affluent treatment and distribution system serving the Properties, as determined by the Board of Directors. Such assessments and fees shall be collected on a monthly, semi-annual or annual basis, as determined by the Board of Directors.

Section 4. Notice and Quorum of Any Action Authorized Under Sections 3 and 9. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3a or 9 hereof shall be sent to all members not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, except for potable water system and sewer and affluent treatment and distribution system charges. Annual and/or special assessments may be collected on a monthly, semi-annual or annual basis, as determined by the Board of Directors.

Section 6. Date of Commencement of Annual Assessments, and Due Dates. The annual assessments as provided for herein shall commence for each Lot upon its sale by the Developer. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subsequent annual assessments shall be levied on a calendar year basis and shall be payable in advance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 7. Effect of Non-payment of Assessment: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. In either event, the non-paying Owner shall pay for the cost of bringing this suit, including reasonable attorney's fees therefore. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Area or abandonment of his Lot.

The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount of assessment and due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is Recorded or Lis Pendens filed within one (1) year from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. However, the personal obligation shall remain and unless the Lot(s) have been conveyed to a new Owner, the lien will again become a charge against the Lot(s) upon the recording of a new notice. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

Section 8. Subordination of the Lien to Mortgagee. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However the sale or transfer of any Lot pursuant to mortgage foreclosure or any conveyance of title or any other proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Amount of Initial Assessments and Annual Assessment.

a. Initial Assessment. In addition to the annual assessment, an initial assessment on each Lot may be charged and paid by each Lot Owner at the time of the initial purchase of a Lot(s) from Developer or its successor in title for the purpose of deferring certain costs and expenses incurred by the Association by the additional Lot Owner's admission to the Association. The Board of Directors shall establish the initial assessment.

b. Annual Assessment. In addition to the initial assessments, each Lot Owner shall pay annual assessments. The Board of Directors shall establish the initial annual assessment. Thereafter, the Board of Directors may increase the annual assessment ten percent (10%) annually above the maximum annual assessment for the previous year. The maximum annual assessment may be increased above ten percent (10%) only with the assent of not less than seventy five percent (75%) of the membership who are voting in person or by proxy at a meeting duly called for this purpose. Notwithstanding the foregoing, while Developer is in control of the Association, as provided in Article III, Section 3 of this Declaration, the Board of Directors may increase the annual assessment above the maximum limit (i.e. 10% of the annual assessment for the previous year) without the assent of the members, and necessity to establish a quorum at a meeting called for such purpose, as provided in Article III, Section 4.

While Developer is in control of the Association, as provided in Article III, Section 3 of this Declaration, Developer shall be excused from payment of its share of the operating expenses and assessments related to its Lots, but Developer thereby assumes the obligation to pay any operating expenses incurred by the Association that exceed the assessments receivable from other members and other income of the Association.

Article V Architectural Control

Section 1. Approval of Plans. Prior to initiating any construction on a Lot, Owners shall submit to the Association or committee established by the Association, a location and plot plan in detail and to scale, final plans and specifications for construction, and exterior colors for all buildings and structures to be erected on the Lot. These plans and specifications shall be sufficient and definitive in detail and to scale so that there can be determined the character, all elevations, exterior appearance, construction materials and exterior colors of all structures.

Further, all plans and specifications shall include a landscape plan, requiring a fully sodded yard, and showing the location, kind and height of all landscaping materials, trees and shrubs. Also, any change or alteration to the approved exterior color of an improvement or additions to any improvement shall require prior approval of the Association, as provided hereafter. All homes, buildings and structures shall remain the same color as was originally approved in the plans and specifications submitted to the Association. In the event that an Owner wishes to make any changes in color of exterior areas, such changes must be approved by the Association.

The Association shall, in writing, within fifteen (15) days after submission of said plans and specifications and other information noted above, accept, reject, or propose changes. Failure to obtain written approval of the Association, of the final plans and specifications for all construction on the Lot and the final landscape plan shall be deemed a material breach of this restriction. In the event the Association fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with the building, plumbing and electrical requirements of all regulatory codes. It shall be the responsibility of the Owner to obtain from applicable governmental authority, or other appropriate authority, the necessary technical data with regard to construction elevations prior to the start of any construction. The aforementioned technical data must be detailed on the final plans and specifications when submitted to the Association, before plan approval will be given. The Association, will not assume any responsibility in this regard before, during, or after construction of any of the Lots comprising the Property.

Section 2. Variance. The Association, in its sole discretion, may, by written instructions, grant any variation or modification to these covenants, conditions and restrictions, and a written approval of such variation or modification shall be binding on all Owners.

Section 3. Architectural Control. No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Properties, nor shall any exterior addition to, or change, or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, shall have been submitted to, and approved in writing, as to harmony of external design and location in relation to the surrounding structures and topography, by the Association.

Section 4. Refusal to Approve Plans. Refusal of approval of plans, or specifications, location and plot plan, by the Association may be based on any ground, including purely aesthetic grounds, in the sole and absolute discretion of the Association, but cannot be unreasonably withheld.

Article VI Exterior Maintenance

Section 1. Maintenance of Premises. In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situate thereon in a manner satisfactory to the Board of Directors of the Association and after a thirty (30) day notice given by the Board of Directors to the Lot Owner apprising him of the maintenance deficiencies, and upon the approval of a two-thirds (2/3) vote of the Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said parcel, to repair, maintain, and restore the Lot and the exterior of buildings and any other improvements erected thereon. The entry of such Lot for such purposes shall not constitute a trespass. The cost of such exterior

maintenance shall be added to and become part of the assessment to which such Lot is subject.

Article VII
Cul de sac, Road Right of Way, Easements,
Entrance Maintenance and Common Areas
Stormwater Management System

Section 1. Association shall be responsible for the maintenance, repair, beautification, and landscaping of Cul de sacs, road rights of way, all lighting installed for the benefit of the subdivision, entrance to the subdivision, all easements and all other areas of the subdivision which are either Common Areas or areas dedicated to the public or for common use of the subdivision, unless these items are being maintained by some governmental entity or agency.

Further, the Association shall be responsible for all other improvements properly authorized hereunder or previously installed or constructed.

Section 2. Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved, by the St. John River Water Management District.

Section 3. Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, Association shall have the right to enter upon any portion of any Lot that is part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without prior written approval of the St. Johns River Water Management District.

Section 5. Common Area Easements. Notwithstanding anything to the contrary, the Association, Developer and its principals, hereby reserve the right to grant or prohibit additional easements across or to common properties as defined in this Declaration and/or as set forth on the plat(s) of the Properties, or any other plat comprising all or a portion of the Properties.

Section 6. Utilities Easements. There is hereby reserved for the purpose of installing and maintaining private government and public utility facilities and improvement district facilities, and for such other purposes incidental to the development of the Properties, those easements to be shown upon the plat(s) of the Properties, each easement being designated "Utility Easement".

Section 7. No structure, fence, or other material shall be placed or permitted to remain within the easements, except those improvements placed within the easements by approval of the Association or the Developer, which would include, but not be limited to, bikeways, sidewalks, or other such improvements. Notwithstanding the foregoing sentence, no structure, fence, planting, or plantings, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through the drainage channels in the easement, or which may interfere with the Association facilities. The easement area of each Lot and all improvements on it shall be

maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, or a utility company is responsible, and except those grass areas over utility easements and Common Areas to be maintained by the Association.

Article VIII General Restrictions

Section 1. Use Restrictions. No Lot shall be used except for single family residential purposes, except that real estate brokers, Owners and their agents may show dwellings for sale, but nothing shall be done on any Lot that may become a nuisance or an unreasonable annoyance to the neighborhood. No business, commercial, industrial, trade, profession or other non-residential activity or use of any nature or kind shall be conducted on any Lot.

Notwithstanding the foregoing, Lots 1 through 10, inclusive, and Lots 174 through 178, inclusive, shall be permitted to be developed and utilized for non-residential purposes, which Lots, if developed for non-residential purposes, shall not be subject to, bound or encumbered by the Declaration, thus exempt from compliance with the same. Nothing herein prohibits the development of said Lots for Common Area or residential purposes, at which point said Lots shall be subject to and bound by the provisions contained in the Declaration.

Section 2. Carports and Utility Rooms/Storage Sheds. At such time as a dwelling is constructed and/or installed on a Lot, the respective Owner shall be required to construct an attached carport and utility room/storage ("utility room") for use as a storage area or work shed to pursue a hobby, as long as such activities and uses are permitted by local, state, and federal laws and regulations, as amended. The construction, maintenance and use of the utility room must be in full compliance with the terms of the Declaration of Restrictions, and applicable laws and regulations. All elevations, exterior appearance and colors of the utility room must be consistent with the Owner's residential improvement located on the Lot(s). Prior to initiating construction of a carport or utility room on a Lot, Owners shall submit to the Association, a location and plot plan in detail and to scale, final plans and specifications for construction, and exterior colors for all buildings and structures to be erected on the Lot. No free standing or detached out buildings or structures shall be permitted on a Lot.

Section 3. No Swimming Pools. No swimming pool of any kind shall be permitted to be placed on the Lots.

Section 4. Temporary and Other Prohibited Structures. No structure of a temporary character, including a tent, outdoor pet enclosures, shack, garage, barn, or other such building shall be placed upon the Properties or additions to the Properties at any time, provided, however, that this prohibition shall not apply to shelters used by a contractor or Developer, his successors or assigns, during construction and, further, that temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

Section 5. Animals. No animals, fowl or reptiles, shall be kept, bred or raised on or in Lots, or on the Properties or additions to the Properties, except caged birds kept as pets and domestic dogs and cats owned by the Lot Owner, provided that the same are not kept, raised or maintained thereon for business or commercial purposes or in number deemed unreasonable by the Developer or Association, in the exercise of their sole and reasonable discretion. Numbers in excess of two (2) household pets (other than aquarium fish) shall prima facie be considered unreasonable. Notwithstanding the foregoing, no reptiles, animals, birds or other pets may be kept, raised or maintained on the Properties under circumstances, which in good faith judgment of the Developer or Association shall constitute an unreasonable annoyance, hazard or nuisance to other Lot Owners in the vicinity or an unreasonable interference with the

comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Properties. Owners of all animals will pickup and remove any waste deposited by their animals. Any violation regarding this is to be reported to the local Animal Control Department of the governmental authority. No dogs and cats shall be allowed off the premises of Owner's site, except on a leash.

Section 6. Condition of Building and Grounds. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly, or unkempt condition of buildings or grounds, on a Lot that shall tend to substantially decrease the beauty of the Community as a whole or the specific area. This restriction shall apply before, during and after construction.

Section 7. Signs. Other than signage constructed and maintained by Developer pursuant to Article II, Section 6 of the Declaration, no signs of any kind shall be displayed to the public view on any Lot, except one identification sign conforming to the regulations pertaining thereto in the County and City Ordinances where the property is located, and those regulations established by the Association pertaining to signage.

Section 8. Setback Lines and Size of Buildings. All buildings and housing erected, placed or constructed on Lots as a dwelling shall contain minimum square feet of floor area and air-conditioned space, exclusive of carports and open porches, as established by the Association. The method of determining square foot area of proposed buildings and structures, or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level.

Where two or more Lots are acquired and used as a single building site, under a single Owner, the side Lot lines shall refer only to the lines bordering on the adjoining property. The Developer, or the Board of Directors, shall have the authority to set aside, delete and cancel all easements along the side Lot lines on adjoining Lots in order to allow the Lot Owner to combine two Lots for a single building Lot.

Setback lines for corner Lots and odd-shaped Lots shall be as near as possible as set out above, except that variations may be authorized by the Developer or Association at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the variance, may be kept on file by the Developer to establish the setback lines as approved.

The method of determining square foot area of proposed buildings and structures, or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level.

Section 9. Offensive Activity. No noxious or offensive activity shall be carried on, or upon, the Properties, or additions to the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the Community. There shall not be maintained any plants, animals, or device, or thing of any sort, whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature which may diminish, or destroy, the enjoyment of other property in the neighborhood by the Owners thereof; and further, all domestic animals shall either be kept on a leash, or kept within an enclosed area.

Section 10. Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, the Developer or Association shall have the right to enter upon any residential Lot on which a residence has not been constructed, after thirty (30) days notice to the Lot Owner by the Developer or Association, and the failure of the Lot Owner to reply. Such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing,

clearing, cutting, or pruning underbrush, weeds or other unsightly growth. The Association and its agents may likewise enter upon such land to remove any trash which has collected on such Lot without such entrance and removal being deemed a trespass. The provisions in this Section shall not be construed as an obligation on the part of the Developer to mow, clear, cut, or prune any Lot, nor to provide garbage or trash removal service.

Section 11. Sewage. Prior to the occupancy of a residence on any Lot, proper and suitable provision shall be made for the disposal of sewage, and all Lots shall be required to utilize the sewer and affluent treatment and distribution system serving the Properties.

Section 12. Trailers, Boats, Vehicles and Mobile Homes. No commercial vehicles, motor homes, house trailers or trailers of any description, campers, horse trailers, recreational vehicles, semi-trailers, tractor trailers, or trucks [other than light pick-up and utility van trucks, not exceeding one (1) ton capacity that have no lettering and do not appear to be commercial trucks (the determination about appearance shall be made by the Association in its sole discretion)] shall be placed or parked on any Lot, or street, at any time, either temporarily or permanently. Boats and boat trailers are also excluded on a permanent basis, but may be parked, or placed, on a Lot on a temporary basis for the convenience of the Lot Owner. Temporary shall mean not to exceed 48 hours in any thirty (30) day period. Further, no vehicles incapable of operation shall be stored on any Lot, or parked on any Lot or street at any time, either temporarily or permanently. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up and delivery and other commercial services, nor to non-commercial vans for personal use that are in acceptable condition, in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of Developer or those required by any builder during construction on any Lot. All vehicles shall be parked in the carport or driveway serving a respective Lot. No on street parking shall be permitted. In the event any provision of this covenant is breached, Developer or Association may have said truck, commercial vehicle, camper, mobile home, motor homes, house trailer, other trailer, recreational vehicle, boat, boat trailer or horse trailer towed from the Properties at the Lot Owner's sole cost and expense, and an individual Assessment may be levied therefore against such Owner.

Section 13. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and thus, may be installed only within the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

Section 14. Landscaping, Lawns, Driveways, Parking Areas, Sidewalks and Mailboxes.

a. **Landscaping and Lawns.** The Association shall have the authority to establish minimum landscape and planting requirements for each Lot and those areas designated as landscape buffers. Landscaping as required and as shown on the approved final landscape plan submitted to the Association shall be completed at the time of completion of the building as evidenced by the issuance of a Certificate of Occupancy by the appropriate governing authority.

All areas not covered by buildings, structures, walkways, or paved parking facilities shall be maintained as lawn or landscaped areas and shall be maintained to the pavement edge of any abutting streets, or to the water line of any abutting lakes or canals. No stone, gravel, or paving of any type, shall be used as a lawn, unless approved as part of the landscaping plan. Further, all lawn or landscaped areas must have installed and maintain an active outdoor water sprinkler system that supplies water to the lawn and/or landscape area to nurture and support the growth of the plant life, and maintain high quality lawns and landscape plantings, subject to such rules promulgated by the Association or Board of Directors regarding watering and use.

b. Driveways, Parking Areas, Sidewalks and Mailboxes.

(1) All driveways and parking areas must be constructed with concrete or materials as approved by Developer or Association. Prior to initiating construction of a driveway, parking area and/or sidewalk on a Lot, Owners shall submit to the Association, a location and plot plan in detail and to scale, final plans and specifications for construction, and construction materials. No gravel, or blacktop, or paved parking strips are to be allowed. All vehicles shall be parked in the carport or driveway serving a respective Lot. No parking shall be permitted in any street or road right of way except guest or invitees of an Owner visiting a dwelling located on a Lot on a temporary and infrequent basis. No vehicles shall be parked in the front or side yard of any Lot.

(2) Lot Owners shall be required to construct a concrete sidewalk at the time of constructing and/or placing the residential improvement on a Lot. The size, length, dimensions and location of the sidewalk shall be determined by the Association and applicable governmental regulations.

(3) The location and type of mailbox must be approved by Developer or Association, prior to installation. All mailboxes must be maintained in good condition, as determined by Developer or Association, and replaced with only such mailboxes approved by the Developer or Association. Notwithstanding the foregoing, all Lot Owners shall be required to utilize postal centers for receiving mail if required by the Association.

Section 15. Garbage Containers, Oil and Gas Tanks, Air-Conditioners. All garbage and trash containers, oil tanks and bottled gas tanks must be underground or placed in walled or landscaped areas so that they shall not be visible from any street, or adjacent properties. All air-conditioning units shall be shielded and hidden so that they shall not be visible from any street, or adjacent property.

Section 16. Fences.

a. All fences constructed on any Lot must first be approved by the Association, as to height, size, location, materials and design. No wall or fence shall be constructed with a height of more than four (4) feet above the ground level of adjoining property, and no hedge or shrubbery abutting the property lines shall be permitted with a height of more than four (4) feet, without written approval of the Developer or Association. Perimeter walls and fences shall not be permitted. No fence shall be erected that extends forward of the front yard building line of any Lot, or extend into any water body.

b. Notwithstanding the above, Developer and/or the Association hereby reserves the right to construct or install fencing, screening, or the like along the boundary of the Properties or any portion thereof, and shall be permitted unlimited access to the boundaries of the Properties or any portion thereof for the purpose of constructing, maintaining and repairing the fencing, screening or the like.

Section 17. Satellite Dish and Solar Panels.

a. No Owner shall install, or cause to be installed, within or on any Lot or house, a satellite dish or dish type antennae in which the dish exceeds eighteen (18) inches in diameter. Further, all dishes must not be visible from any street, and/or adjacent properties, and adequate landscaping shall be installed and maintained by the Owner to shield and/or hide the dish from the view of the street and/or adjacent property Owner. Any and all exterior antennae or transmitting and/or receiving equipment, satellite dishes or dish type antennas must be approved by the Association prior to installation to ensure conformity with this provision and other applicable

provisions. The location type and size of all other external antennae shall be approved by Developer or Association, prior to its installation. Other than provided herein, no aerial, satellite reception dishes, or antennas of any kind are permitted on the Property, unless permitted by law.

b. No solar panels shall be installed so they are visible from the front of any home or Lot within the subdivision.

Section 18. No Boat Docks and Slips. Notwithstanding anything to the contrary, the Owners whose Lot or Lots abut a water body are not authorized to construct a dock or boat slip.

Section 19. No Leasing. No Lot or improvement located thereon may be rented or leased for any period of time to a third party. No more than one family shall reside in an improvement located on a Lot, with no more than two adults occupying any bedroom in the improvement.

Section 20. Completion of Residential Structures and Option to Repurchase. In order to speed completion of residential structures and enhance the residential nature of the Community, construction and/or placement of the residence on any Lot must be initiated within twelve (12) months from the date the Lot is sold by the Developer to any third party. For purposes of this provision, the date the Lot is sold by Developer will be deemed to be the date of recording the deed evidencing conveyance of title in the Public Records of Lake County, Florida. No construction may be initiated until obtaining the necessary approvals from the Association, as required by Article V of this Declaration. Construction and/or placement of the residence must be completed within two (2) calendar months following the initiation of construction. For purposes of this provision, the date of recording the notice of commencement in the Public Records of Lake County, Florida, will represent the date that construction is initiated on a Lot. Notwithstanding the foregoing, in no event shall construction and/or placement of the residence extend beyond fourteen (14) months from the date the Lot is sold by the Developer to any third party. Developer may extend, at its sole discretion, the time periods established herein for a cumulative period not to exceed six (6) months should good cause be shown.

Should a Lot Owner fail to comply with the provisions of this Section 20, Developer or its assigns will have an option to repurchase the Lot for the same price that the Lot was sold by the Developer, less the following:

- a. the cost to satisfy and/or release any encumbrances (i.e. mortgages, liens, etc.) against the Lot at the time of the exercise of said option;
- b. cost of real estate commissions, documentary stamp tax, title insurance premium, title search and examination, recording and other related closing cost incurred by Developer at the time of closing the initial sale by Developer; and
- c. cost of real estate commissions, documentary stamp tax, Owner's title insurance premium, title search and examination, recording and and other related closing cost expended by Developer in the exercising and closing of the option to repurchase provided herein.

The option to repurchase provided herein may be exercised at any time before a certificate of occupancy is issued by the appropriate governmental agency for a residence constructed and/or placed on the particular Lot. Notice exercising the option to repurchase must be Recorded and a copy thereof promptly forwarded by certified mail, return receipt requested, to the current title holder of the particular Lot, as shown on the records of the Property Appraiser and Tax Collector of Lake County, Florida. The repurchase must occur within forty five (45) days of Developer recording the notice of exercising the option, as provided above. Developer will select the location, date and time of the closing. If no such notice has been filed before the issuance of a certificate of occupancy, then this option will become void

and of no effect.

Section 21. Other Restrictions. The Association and Developer shall have the authority, from time to time, to include within its promulgated Residential Planning Criteria, and Rules and Regulations for the Community other reasonable restrictions or prohibitions regarding such matters as animals and pets, window air-conditioning units, for-sale signs, mailboxes, temporary structures, nuisances, garbage and trash disposal, vehicles and repair, removal of trees, gutter easements, games and play structures, swimming pools, sight distance at intersections, utility connections, television and radio antennae and other receivers, driveways, parking, motor vehicle traffic, pets, construction and maintenance of improvements, landscape and such other reasonable restrictions as it shall deem appropriate; provided, however, that such additional restrictions shall not be in conflict with other restrictions and easements provided in this Declaration. The foregoing matters are shown by way of illustration and shall not be deemed to limit in any way the authority of the Association to promulgate and enforce such Residential Planning Criteria, and Rules and Regulations for the Community. Once the Association promulgates certain restrictions, the same shall become as binding and shall be given the same force and effect as the restrictions set forth herein, until the Association modifies, changes, or promulgates new restrictions.

Section 22. Drainage Swale Maintenance. To the extent that Developer has constructed a Drainage Swale upon a Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time, the Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner of the Lot upon which the Drainage Swale is located.

Section 23. Clothes Drying Equipment. No laundry shall be shall be hung or located outdoors, except on special temporary drying apparatus designed for such purpose in the form of a folding rack or umbrella that shall be placed at the rear of each Lot in a manner to ensure that the drying apparatus is not visible from adjacent Lots or the street or any other adjoining portion of the Properties. All drying apparatus must be removed each day and stored in an enclosed structure, not visible from adjoining Lots or roadway. No clothes lines or other material shall be strung between posts or trees.

Article IX General Provisions

Section 1. Enforcement.

a. **Generally.** The Developer, the Association, or any Lot Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, by the provisions of this Declaration. Failure by the Developer, Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provisions of this Declaration shall be entitled to recover attorney's fees for trial and appeal and court costs for the same.

b. **St. Johns River Water Management District.** The St. Johns River Water

Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the covenants and restrictions of this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Section 2. Severability. Invalidation of any one of these covenants or restrictions, or portions thereof, by judgment, or court order, shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Term of Declaration and Amendments.

a. Term of Declaration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

b. Amendments.

(1) Generally. This Declaration may be amended at any time with the approval of at least seventy-five percent (75%) of the Lot Owners. Any amendment must be properly Recorded to be effective.

While Developer has complete control of the Association, as provided in Article III, Section 3 of this Declaration, Developer may amend this Declaration, at its sole discretion, by the recordation of an amendatory instrument in the Public Records of Lake County, Florida, executed by Developer only. Thereafter, this Declaration may be amended at any time by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners; provided Developer has not relinquished control, as defined in Article III, Section 3 of this Declaration. Any amendment must be properly Recorded to be effective.

(2) Error or Omission. Developer reserves the right to amend this Declaration to correct typographical errors and errors of omission, which amendments must be signed and acknowledged only by Developer and need not be approved by the Association, Lot Owners or lienors or mortgages of Lots, whether or not elsewhere required for an amendment.

(3) Stormwater Management System. Any amendment to the covenants and restrictions of this Declaration which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. No Subdivision. None of the Lots shall be divided or sold except as a whole, without the written approval of the Developer or Association and no additional streets shall be constructed on or across any Lot without the approval of the Developer or Association.

Section 5. Additional Properties. The Developer reserves the right to add additional properties, which would be subject to all the terms and conditions of this Declaration, and would be under the jurisdiction of the Association.

The additions authorized under this Article shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions with respect to the additional property that shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added

Properties and as are not inconsistent with the scheme of this Declaration.

No addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Areas or tracts as established hereunder except to grant to the Owners of the additions to the Properties being added the right to use the Common Properties, according to the terms and conditions as established hereunder, and the right to proportionately change voting rights and assessments.

Section 6. Notification of Sale or Other Alienation. Should a Lot Owner wish to sell, lease or transfer any interest in a Lot and/or improvement located thereon, said Lot Owner, before accepting any offer, must deliver to the Board of Directors a written notice containing the name, address and such other information required by the Board of Directors of the person to whom the proposed sale or transfer is to be made, and terms of the sale or transfer. Lot Owner and buyer shall permit the Board of Directors through any reasonable means deemed appropriate by the Board of Directors to verify the correctness of such notice and other information submitted to the Board of Directors.

IN WITNESS WHEREOF, the undersigned, being the Developer, has hereunto set his hands and seals this 19th day of May, 2003.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

DEVELOPER:

Karen K. Maxwell
Signature

Karen K. Maxwell
Print

Robert L. Davis
Signature

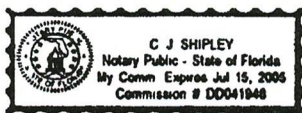
Robert L. Davis
Print

Double MM Development, LLLP
By: Double MM Management Corporation,
As General Partner

By: Maureen E. McLay
Maureen E. McLay, President

**STATE OF FLORIDA
COUNTY OF LAKE**

I hereby certify that on this 20th day of May, 2003, before me, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared Maureen E. McLay, as president of Double MM Management Corporation, as general partner of Double MM Development, LLLP, on behalf of the corporation, who is personally known to me and who did not take an oath.



C. J. Shipley
Notary Public—State of Florida
Printed Name of Notary: C. J. Shipley
My Commission Expires: July 15, 2005

Joinder and Consent

For and in consideration of ten dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, Alvin Dale Marshall, as Surviving Co-Trustee of the Alvin Dale and Geraldine Eloise Marshall Trust dated November 30, 1984, the owner and holder of that certain mortgage Recorded April 3, 2003, in Official Records Book **2290**, Page **2092**, Public Records of Lake County, Florida, encumbering the Property, as described in the mortgage, does hereby consent and join into this instrument, and agree to bound thereby.


Alvin Dale Marshall
As Surviving Co-Trustee
2504 Cherry Blossom Court
Eustis, Florida 32726

STATE OF FLORIDA COUNTY OF LAKE

I Hereby Certify that on this 19th day of May, 2003, before me, an officer duly authorized in the State and County aforesaid to make acknowledgments, personally appeared Alvin Dale Marshall, as Surviving Co-Trustee of the Alvin Dale and Geraldine Eloise Marshall Trust dated November 30, 1984, on behalf of the Trust, who is personally known to me and who did not take an oath.





Notary Public - State of Florida
Printed Name of Notary: C. J. Shipley
My Commission Expires: July 15, 2005

Exhibit "A"
Legal Description

A PART OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 26 EAST, LYING IN LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°11'33" WEST, A DISTANCE OF 1327.48 FEET ALONG THE WEST SECTION LINE OF SECTION 28, ALSO BEING THE CENTERLINE OF A 66.00 FOOT RIGHT OF WAY AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA TO A POINT OF INTERSECTION; THENCE RUN SOUTH 89°50'59" EAST, A DISTANCE OF 33.00 FEET TO THE EASTERLY LINE OF THE AFORESAID 66.00 FOOT RIGHT OF WAY AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA, TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°50'59" EAST, A DISTANCE OF 627.25 FEET ALONG THE NORTHERLY LINE OF TRACT 12 AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA, TO THE WEST LINE OF TRACT 7 AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA; THENCE RUN NORTH 00°13'41" EAST, A DISTANCE OF 301.97 ALONG THE WEST LINE OF SAID TRACT 7; THENCE RUN SOUTH 89°56'57" EAST, A DISTANCE OF 329.85 FEET TO THE EAST LINE OF SAID TRACT 7; THENCE RUN NORTH 00°12'05" EAST, A DISTANCE OF 199.96 FEET, THENCE RUN SOUTH 89°49'28" EAST, A DISTANCE OF 330.00 FEET, THENCE RUN SOUTH 00°25'55" EAST, A DISTANCE OF 459.23 FEET; THENCE NORTH 88°35'42" WEST, A DISTANCE OF 50.39 FEET TO THE WESTERLY RIGHT OF WAY LINE AS DEPICTED ON THE PLAT OF ASTATULA BEING RECORDED IN PLAT BOOK 1, PAGE 12, LAKE COUNTY, FLORIDA, SAID RIGHT OF WAY LINE ALSO BEING THE WESTERLY LINE OF FAIR STREET AS DEPICTED ON THE VACATED PLAT OF ASTATULA ESTATES, RECORDED IN PLAT BOOK 21, PAGES 54 AND 55, LAKE COUNTY, FLORIDA; THENCE ALONG THE WESTERLY RIGHT OF WAY LINE SOUTH 00°25'03" EAST, A DISTANCE OF 50.00 FEET TO A POINT OF INTERSECTION; THENCE CONTINUE ALONG THE WESTERLY LINE OF SAID RIGHT OF WAY SOUTH 00°06'12" WEST, A DISTANCE OF 1270.96 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 48 (FORMERLY STATE ROAD NUMBER 48 AND BEING SHOWN AS FLORIDA AVENUE ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA AND BEING A 100.00 FOOT RIGHT OF WAY); THENCE RUN NORTH 89°51'08" WEST, ALONG THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD NUMBER 48, A DISTANCE OF 1244.44 FEET TO THE EASTERLY LINE OF THE 66.00 FOOT RIGHT OF WAY AS DEPICTED ON THE PLAT OF CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35; THENCE RUN NORTH 00°11'33" EAST, ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 1276.77 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING ALL OF TRACT 12 AND A PORTION OF TRACT 7, CITRUS FARMS, RECORDED IN PLAT BOOK 13, PAGE 35, LAKE COUNTY, FLORIDA, AND LYING IN A PORTION OF LOTS 6, 10, AND 14, BLOCK F, LESS ROAD RIGHT OF WAY PER THE PLAT OF ASTATULA, RECORDED IN PLAT BOOK 1, PAGE 12, LAKE COUNTY, FLORIDA. SAID LANDS ALSO BEING THE FORMER ASTATULA ESTATES (LESS THE WEST 33.00 FEET THEREOF), RECORDED IN PLAT BOOK 21, PAGES 54 AND 55, AND BEING VACATED BY RESOLUTION AS RECORDED IN OFFICIAL RECORDS BOOK 670, PAGE 989, LAKE COUNTY, FLORIDA. CONTAINING 42.52 ACRES PLUS OR MINUS.

Exhibit "B"

**Articles Of Incorporation Of
Meadows Of Astatula Homeowners Association, Inc.**

The undersigned, for the purpose of forming a nonprofit corporation under Florida Statutes, Chapters 617 and 720, do hereby make and adopt the following Articles of Incorporation:

**Article I
Name**

The name of the Corporation is "Meadows Of Astatula Homeowners Association, Inc.", hereafter referred to as the "Association".

**Article II
Not For Profit**

The Association is a corporation not for profit as defined in Section 617.01401, Florida Statutes. The Association is not formed for pecuniary profit. No part of the income or assets of the Association is distributable to or for the benefit of its Members, Directors or Officers, except to the extent permissible under law.

**Article III
Commencement Of Corporate Existence
And Duration**

The date when corporate existence shall commence is the date of filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The duration (term) of the Association is perpetual.

**Article IV
Purposes**

The Association is organized, and shall be operated exclusively for, the following purposes:

1. To enforce the Declaration of Easements, Covenants, Conditions and Restrictions of the Meadows (the "Declaration"), consisting of homesites in Lake County, Florida, to be the Association referred to in said Declaration, and to assess homeowners in accordance with said Declaration, and levy and collect adequate assessments against its Members for the cost of maintenance and operation of the surface water or stormwater management system.
2. Operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District requirements and applicable District rules, and shall assist in the enforcement of the Declaration that relate to the surface water or stormwater management system.

3. To exercise all rights and powers conferred by the laws of the State of Florida upon nonprofit corporations, including without imitating the generality of the foregoing, to acquire by bequest, devise, gift, purchase, lease or otherwise any property of any sort or nature without limitation as to its amount or value, and to hold, invest, reinvest, manage, use, apply, employ, sell, expend, disburse, lease, mortgage, manage, option, donate or other wise dispose of such property and the income, principal and proceeds of such property, for any of the purposes set forth herein.

4. To do such other things as are incidental to the purposes of the Association or necessary or desirable in order to accomplish them.

Article V Limitation

No part of the net earnings of the Association shall inure to the benefit of or be distributable to its Members, Directors, or Officers, but the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article IV (Purposes) hereof.

Article VI Dissolution

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

Article VII Members

The Association shall have Voting Members who shall be selected as provided in the Bylaws and shall have all the rights and privileges of members of the Association. The Bylaws shall also provide for Non-voting Members, who shall consist of all of those persons who are, from time to time, the record fee simple title holders of homes in the Meadows, as set forth in the Declaration of Restrictions, Easements, and Covenants of the Meadows recorded in the Public Records of Lake County, Florida.

The Non-Voting Members shall have such rights and privileges as are set forth in the Bylaws, but shall not have the right to vote. Within three (3) months after ninety percent (90%) or more of the lots in all phases of the "Community", as defined in the Declaration, that will ultimately be operated by the Association have been conveyed by Developer to third parties, Developer shall relinquish control of the Association to the then lot owners, and the lot owners, other than Developer, are entitled to elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the lot owners assume control of the Association subject to the terms and conditions of the Declaration, and such other instruments governing the Association and its members. Each homeowner shall thereafter be a Voting Member of the Association and its voting privileges cannot thereafter be suspended or removed as long as it remains a homeowner, unless provided otherwise in the Declaration.

The name and address of each initial Voting Member is as follows:

Name	Address
Double MM Development, LLLP	2561 W. Orange Blossom Trail Apopka, Florida 32712

**Article VIII
Initial Registered Office And Agent
And Principal Office Of The Association**

The street and mailing address of the initial registered office of business and principal office of the Association is 2561 W. Orange Blossom Trail, Apopka, Florida 32712, and the initial registered agent of the Association at that address is Maureen E. McLay. The principal office address and the registered office address is the same.

**Article IX
Initial Board Of Directors**

The management of the Association shall be vested in the Board of Directors. The number of Directors constituting the initial Board of Directors is three. The number of Directors may be increased or decreased from time to time in accordance with the Bylaws, but shall never be less than three. The Voting Members shall elect the Directors at the annual meeting of Voting Members. The Bylaws may provide for ex officio and honorary Directors, and their rights and privileges. The name and address of each initial Director of the Association is as follows:

Name	Address
Maureen E. McLay	2561 W. Orange Blossom Trail Apopka, Florida 32712
Linda Trocino	2561 W. Orange Blossom Trail Apopka, Florida 32712
Liliam Fernandez	1440 John F. Kennedy Causeway Suite 301 North Bay Village, Florida 33141

**Article X
Officers**

The Officers of the Association shall consist of a President, Vice President, Secretary, Treasurer and such other Officers and Assistant Officers as may be provided in the Bylaws. Each Officer shall be elected by the Board of Directors (and may be removed by the Board of Directors) at such time and in such manner as may be prescribed by the Bylaws.

The name and address of each initial Officer of the Association is as follows:

Title	Name	Address
President, Secretary And Treasurer	Maureen E. McLay	Post Office Box 637 Astatula, Florida 32705

Article XI Incorporators

The name and address of each Incorporator is as follows:

Name	Address
Maureen E. McLay	2561 W. Orange Blossom Trail Apopka, Florida 32712

Article XII Bylaws

The Bylaws of the Association are to be made and adopted by the Board of Directors, and may be altered, amended or rescinded by the Board of Directors.

Article XIII Amendment

The Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation or any amendment to them, and all rights and privileges conferred upon the Members, Directors, and Officers are subject to this reservation.

Amendment of these Articles of Incorporation may be proposed by a resolution executed by at least 25 % of each class of members of the Association, which proposal shall be presented to a quorum of members for their vote. Amendment of these Articles of Incorporation shall require the consent of two-thirds (2/3) of each class of members of the Association.

Article XIV Indemnification


The Association shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act.

Article XV Conflict

In the event that any provision of these Articles of Incorporation conflict with any provision of the Declaration, the provision of the Declaration in conflict shall control.

Fax Audit No. H030001894267


In Witness Whereof, the undersigned has signed these Articles of Incorporation on this 6th day of May, 2003.


Maureen E. McLay
Incorporator

State of Florida
County of Lake

Before me personally appeared Maureen E. McLay, to me well known and known to me to be the person described in and who executed the foregoing Articles of Incorporation and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

Witness my hand and official seal this 6th day of May, 2003.

 Linda A Trocinc
My Commission CC279305
Expires October 13, 2003


Notary Public
My Commission Expires:

Acceptance By Registered Agent

The undersigned hereby accepts the appointment as Registered Agent of Meadows of Astatula Homeowners Association, Inc., which is contained in the foregoing Articles of Incorporation.

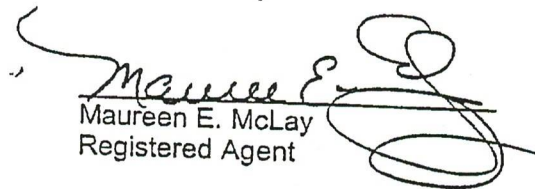

Maureen E. McLay
Registered Agent

Exhibit "C"

**Bylaws
Of
Meadows Of Astatula Homeowners Association, Inc.**

Meadows Of Astatula Homeowners Association, Inc. is the nonprofit corporation organized to enforce the Declaration of Restrictions, Easements, and Covenants of the Meadows (the "Declaration"), consisting of homes in Lake County, Florida, being developed by Double MM Development, LLLP, a Florida limited liability limited partnership (the "Developer").

**Article I
Offices**

The principal office of the Association shall be in the State of Florida. The Association shall designate a registered office in accordance with Florida law and shall maintain it continuously. The Association may have offices at such other places within and without the State of Florida as the Board of Directors may from time to time determine.

**Article 2
Members**

Section 1. Membership Classes. There shall be two classes of membership:

a. **Voting Members.** The Association shall have Voting Members who shall have all the rights and privileges of Members of the Association. A Voting Member may not be removed. The initial Voting Members shall consist of those persons named as initial Voting Members in the Articles of Incorporation, who have been chosen by the Developer. The initial Voting Members have the right to admit other persons as Voting Members.

b. **Nonvoting Members.** The Association shall have Nonvoting Members of the Association who shall consist of all of those persons who are, from time to time, "Owners". The term "Owners" shall mean record fee simple title holders of lots in the Meadows, on which homes may be placed and/or constructed as set forth in the Declaration of Restrictions, Easements and Covenants recorded in Lake County, Florida, (hereinafter referred to as "Declaration of Restrictions"). Unless otherwise specifically stated in these Bylaws to the contrary, all references to "Members" relate to Voting Members and not to Nonvoting Members.

Section 2. Transfer of control. The Developer shall have complete control of the Association until such time as ninety percent (90%) or more of the lots in all phases of the "Community", as defined in the Declaration of Restrictions, that will ultimately be operated by the Association have been conveyed by Developer to third parties. Within three (3) months after ninety percent (90%) or more of the lots in all phases of the Community that will ultimately be operated by the Association have been conveyed by Developer to third parties, Developer shall relinquish control of the Association to the then lot owners, and the lot owners, other than Developer, are entitled to elect at least a majority of the directors to the Board of Directors of the Association. At such time as Developer relinquishes control of the Association, the lot owners assume control of the Association as Voting Members subject to the terms and conditions of the Declaration of Restrictions, and such other instruments governing the Association and its members. The Developer, after relinquishing control of the Association to the lot owners, shall be entitled to one (1) vote for each lot that the Developer owns.

Notwithstanding the foregoing, Developer shall be entitled to elect at least one member of the Board of Directors of the Association as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the lots comprising all phases of the Community. After Developer relinquishes control of the Association, as provided above, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

Section 3. - Transfer of Membership. The rights of each Owner shall be appurtenant to his or her ownership of a lot, may not be separated from said ownership, and shall automatically pass to the heirs, successors and assigns (including mortgagees) of an Owner upon the recordation of the change in ownership of the lot in the Public Records of Lake County, Florida, and in the records of the Association.

Section 4. Annual Meetings. The purpose of the annual meeting of Members is to elect Directors and to transact such other matters as may properly come before the Members. The annual meeting of the Members of the Association shall be held at the times and places designated by the Board of Directors or the President of the Association. The annual meeting of Members for any year shall be held no later than thirteen (13) months after the last annual meeting of Members. However, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Association or the validity of actions of the Association.

Section 5. Special Meetings. Special Meetings must be held when called by the Board of Directors of the Association or by at least twenty five percent (25%) of the total voting interests of the Association. Business conducted at a Special Meeting is limited to the purposes described in the notice of the meeting.

Section 6. Place of Meeting. The Board of Directors may designate any place, either within or without the State of Florida, as the place of meeting for any meeting of Members. If no designation is made, then the place of meeting shall be the principal office of the Association in the State of Florida.

Section 7. Notice of Meeting. Written or printed notice stating the place, day, and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail not less than ten (10) days nor more than sixty (60) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Association with postage thereon prepaid.

Section 8. Waiver of Notice. A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

Section 9. Purposely Deleted.

Section 10. Voting Record. If the Association has six (6) or more Voting Members of record, the officers having charge of the membership records of the Association shall make, at least three (3) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice, to vote, to express consent or dissent from any proposal, or for any other proper purpose. Such record date shall not be more than 30 days nor less than 10 days prior to the date of such meeting or consent, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or if no notice is given, the day prior to the meeting being held. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors of the Corporation.

Section 11. Member Quorum and Voting. Unless otherwise required in the Articles of Incorporation or Declaration, thirty percent (30%) of the total voting interest shall constitute a quorum at a meeting of Members. When a specified item of business is required to be voted on by a class of Members, unless otherwise required in the Articles of Incorporation or Declaration, a majority of the Members of such class shall constitute a quorum for the transaction of such items of business by that class. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation or Declaration, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members, so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

Section 12. Votes. Each Voting Member shall be entitled to one vote on each matter submitted to the Members; provided, however, that there shall only be one vote per lot. If a lot is owned by two or more Voting Members, then the Owners of that lot shall designate in writing one Owner as its proxy to cast its vote and represent the lot. If a lot is owned by a corporation, trust, or other non-natural person who is a Voting Member, then it shall designate, in writing, a natural person as its proxy to cast its vote and represent the lot.

Section 13. Proxies. The members have the right to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is only effective for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of

the person who executes it. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his/her place.

Article 3 Board Of Directors

Section 1. General Powers. Subject to the limitations of the Articles of Incorporation, these Bylaws, Chapters 617 and 720, Florida Statutes, and the Florida Not For Profit Corporation Act concerning corporate action that must be authorized or approved by the Members of the Association, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Association shall be controlled by the Board of Directors.

Section 2. Number, Qualification, Election and Tenure. The number of Directors shall be the number of Directors elected from time to time in accordance with these Bylaws, but shall never be less than three. The number of Directors may be increased or decreased from time to time by election in accordance with these Bylaws. The Directors need not be Members of this Association or residents of Florida. Directors shall be elected by the Voting Members at the annual meeting of Members and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

Section 3. Meetings. A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board of Directors gathers to conduct association business. All meetings of the Board of Directors must be open to all members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Notices of all Board of Director meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board of Director meeting must be either published in a newspaper of county circulation, or mailed or delivered to each member at least seven (7) days before the meeting, except in an emergency.

An assessment may not be levied at a Board of Director meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board of Director meetings, except that secret ballots may be used in the election of officers.

This Section also applies to the meetings of any committee or other similar body, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific lot within the subdivision, and supersedes any other provision hereinafter.

Section 4. Quorum and Voting. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

Section 5. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

Section 6. Removal. At any meeting of Members called expressly for that purpose, any director serving on the Board of Directors may be removed from office, with or without cause, by majority vote of the Voting Members. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

Section 7. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

Article 4 Officers

Section 1. Officers. The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. A Chairman of the Board, additional Vice Presidents, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two or more offices may be held by the same person. A failure to elect a President, Vice President, Secretary or Treasurer shall not affect the existence of the Association.

Section 2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

Section 4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

Section 5. Duties. The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association, and have the responsibility for the general management of the affairs of the Corporation, and carry out the resolutions of the Board of Directors. During the absence or disability of the President of the Corporation, the vice-president, or, if more than one, the executive vice- president shall have all the powers and functions of the president. The vice-president shall perform such duties as may be prescribed by the Board of Directors from time to time. The treasurer shall have the care and custody of all the funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The secretary shall keep the minutes of the Board of Directors and members, and all books and records of the Corporation, and serve all notices for the Corporation that shall have been authorized by the Board of Directors. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

Section 6. Salaries. The salaries, if any, of the Officers shall be fixed from time to time by the Board of Directors, and no Officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Association.

Section 7. Delegation of Duties. In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other Officer or to any other Director.

Article 5 Executive And Other Committees

Section 1. Creation of Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee and one or more other committees.

Section 2. Executive Committee. The Executive Committee (if there is one) shall consult with and advise the Officers of the Association in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors can be lawfully delegated by the Board.

Section 3. Other Committees. Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 4. Meetings. Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or such other committees may be called by any member thereof upon two (2) days notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

Section 5. Vacancies. Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

Section 6. Quorum. At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

Section 7. Manner of Acting. The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

Section 8. Minutes. The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

Article 6 Membership Certificates

Section 1. Form and Issuance. Unless stated otherwise herein, Members of the Association may be issued certificates signed by the President or Vice President, and by the Secretary or an Assistant Secretary. Each Membership certificate shall state the following: (a) the name of the Association; (b) that the Association is organized under the laws of the State of Florida as a nonprofit corporation; (c) the name of the person or persons to whom issued; and (d) the class of Membership. The Membership certificate itself shall convey no rights or privileges, but shall only be for identification.

Section 2. Lost, Stolen or Destroyed Certificates. The Association may issue a new Membership certificate in the place of any certificate previously issued if the Member named in the certificate (a) makes proof in affidavit form that it has been lost, destroyed or stolen; (b) requests the issuance of a new certificate; and (c) satisfies any other reasonable requirements imposed by the Association.

Article 7 Books, Records And Reports

Section 1. Reports to Members. The Association shall send an annual report to the Members of the Association not later than four months after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association.

Section 2. Inspection of Corporate Records. Any person who is a Voting Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Association. Upon the written request of any Voting Member, the Association shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any

event, the financial statements must be mailed within four months after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Association, shall be kept for a least five years, and shall be subject to inspection during business hours by any Voting Member, in person or by agent, as permitted under law.

Article 8 Nonprofit Operation

The Association will not have or issue shares of stock. No dividends will be paid. No part of the income or assets of the Association will be distributed to its Members, Directors, or Officers without full consideration. The Association may contract in due course with its Members, Directors, and Officers without violating this provision.

Article 9 Fiscal Year

The fiscal year of the Association shall be the period selected by the Board of Directors as the taxable year of the Association for federal income tax purposes.

Article 10 Seal

The corporate seal shall bear the name of the Association between two concentric circles and in the inside of the inner circle shall be the year of incorporation.

Article 11 Indemnification

The Association shall indemnify each Officer and Director, including the former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act, as amended.

Article 12 Amendments

These Bylaws may be altered, amended or replaced, and new Bylaws may be adopted by the Board of Directors; provided that any Bylaws or amendments thereto as adopted by the Board of Directors may be altered, amended or repealed at any meeting of the Members called expressly for that purpose, at which a quorum is present, by majority vote of the Members, or new Bylaws in lieu thereof may be adopted by the Members. No Bylaws altered, amended or repealed by vote of the Members, or new Bylaws adopted by the Members may be altered, amended or repealed by vote of the Board of Directors for a period of two (2) years after the action of the Members. A copy of each amendment to these Bylaws, certified by the Secretary of the Corporation, shall be filed of record in the Public Records of Florida County, Florida. Furthermore, if the Articles of Incorporation of the Association are amended, a copy of the amendment certified by the Secretary of State of Florida, shall be filed for record in the Public Records of Lake County, Florida.

Article 13 ·
Conflict

In the event that any provision of these Bylaws conflict with any provision of the Articles of Incorporation, the provision of the Articles of Incorporation shall control. In the event that any provision of these Bylaws conflict with any provision of the Declaration, the provision of the Declaration in conflict shall control.

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CFN 2003093706
Bk 02370 Pgs 0194 - 202; (9pgs)
DATE: 07/29/2003 08:41:53 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 37.00
TRUST FUND 5.00

This Instrument Prepared by and Return to:
Dwight I. Cool, Esquire
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, Florida 32789

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE MEADOWS**

THIS AMENDMENT is made as of the 23rd day of June, 2003, by DOUBLE MM DEVELOPMENT, LLC, a Florida limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Covenants, Conditions and Restrictions of The Meadows dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida (the "Declaration"); and

WHEREAS, Article IX, Section 3(b)(1) of the Declaration provides that Developer shall have the right, in its sole discretion, to amend the Declaration while Developer has complete control of the Association; and

WHEREAS, Developer has complete control of the Association; and

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment;

NOW THEREFORE, Developer hereby declares that the Declaration is amended as follows:

1. Water and Sewer System. Article IV, Section 2(a) of the Declaration is hereby amended by adding the following:

Attached as Schedule "A" is a copy of that certain Agreement dated May 9, 2003, that has been entered into by and between Developer and the Association, which the Lot Owners acknowledge and recognize by virtue of accepting title to a Lot within the Properties.

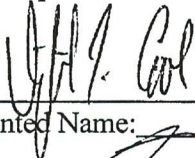
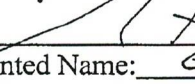
2. Trailers, Boats and Vehicles. Article VIII, Section 12 of the Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

Section 12. Trailers, Boats and Vehicles. No commercial vehicles, motor homes, trailers (excluding mobile homes and manufactured homes), campers, horse trailers, recreational vehicles, semi-trailers, tractor trailers or trucks [other than light pick-up and utility van trucks, not exceeding one (1) ton capacity that have no lettering and do not appear to be commercial trucks (the determination about appearance shall be made by the Association in its sole discretion)] shall be placed or parked on any Lot or street at any time, either temporarily or permanently. Boats and boat trailers are also excluded on a permanent basis, but may be parked or placed on a Lot on a temporary basis for the convenience of the Lot Owner. Temporary shall mean not to exceed 48 hours in any thirty (30) day period. Further, no vehicles incapable of operation shall be stored on any Lot, or parked on any Lot or street, at any time, either temporarily or permanently. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up and delivery and other commercial services, nor to non-commercial vans for personal use that are in acceptable condition, in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of Developer or those required by any builder during construction on any Lot. All vehicles shall be parked in the carport or driveway serving a respective Lot. No on-street parking shall be permitted. In the event any provision of this covenant is breached, Developer or Association may have said truck, commercial vehicle, camper, motor home, trailer, recreational vehicle, boat, boat trailer or horse trailer towed from the Properties at the Lot Owner's sole cost and expense, and an individual Assessment may be levied therefor against such Owner.

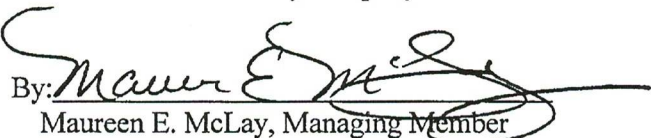
3. Except as amended herein, the Declaration shall remain unmodified.

IN WITNESS WHEREOF, Developer has hereunto executed this instrument as of the date first written above.

Signed, sealed and delivered
in the presence of:


Printed Name: Dwight I. Coul

Printed Name: Gary A. Forster

DOUBLE MM DEVELOPMENT, LLC
a Florida limited liability company

By: 
Maureen E. McLay, Managing Member

Address: 2561 W. Orange Blossom Trail
Apopka, Florida 32712

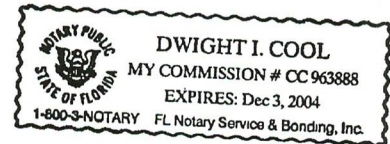
STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 23rd day of June, 2003, by Maureen E. McLay, as Managing Member of DOUBLE MM DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the limited liability company. She is ☒ personally known to me or ☐ has produced N/A as identification.

NOTARY PUBLIC

Signature: [Signature]
Printed Name: Dwight I. Cool
State of Florida at Large
MY COMMISSION EXPIRES:

(NOTARY SEAL)



CFN 2003093706
Bk 02370 Pgs 0194 - 202; (9pgs)
DATE: 07/29/2003 08:41:53 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 37.00
TRUST FUND 5.00

This Instrument Prepared by and Return to:
Dwight I. Cool, Esquire
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, Florida 32789

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE MEADOWS**

THIS AMENDMENT is made as of the 23rd day of June, 2003, by DOUBLE MM DEVELOPMENT, LLC, a Florida limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Covenants, Conditions and Restrictions of The Meadows dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida (the "Declaration"); and

WHEREAS, Article IX, Section 3(b)(1) of the Declaration provides that Developer shall have the right, in its sole discretion, to amend the Declaration while Developer has complete control of the Association; and

WHEREAS, Developer has complete control of the Association; and

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment;

NOW THEREFORE, Developer hereby declares that the Declaration is amended as follows:

1. Water and Sewer System. Article IV, Section 2(a) of the Declaration is hereby amended by adding the following:

Attached as Schedule "A" is a copy of that certain Agreement dated May 9, 2003, that has been entered into by and between Developer and the Association, which the Lot Owners acknowledge and recognize by virtue of accepting title to a Lot within the Properties.

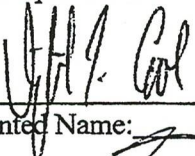
2. Trailers, Boats and Vehicles. Article VIII, Section 12 of the Declaration is hereby deleted in its entirety and the following is hereby substituted therefor:

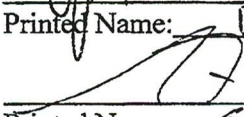
Section 12. Trailers, Boats and Vehicles. No commercial vehicles, motor homes, trailers (excluding mobile homes and manufactured homes), campers, horse trailers, recreational vehicles, semi-trailers, tractor trailers or trucks [other than light pick-up and utility van trucks, not exceeding one (1) ton capacity that have no lettering and do not appear to be commercial trucks (the determination about appearance shall be made by the Association in its sole discretion)] shall be placed or parked on any Lot or street at any time, either temporarily or permanently. Boats and boat trailers are also excluded on a permanent basis, but may be parked or placed on a Lot on a temporary basis for the convenience of the Lot Owner. Temporary shall mean not to exceed 48 hours in any thirty (30) day period. Further, no vehicles incapable of operation shall be stored on any Lot, or parked on any Lot or street, at any time, either temporarily or permanently. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick up and delivery and other commercial services, nor to non-commercial vans for personal use that are in acceptable condition, in the sole opinion of the Board of Directors (which favorable opinion may be changed at any time), nor to any vehicles of Developer or those required by any builder during construction on any Lot. All vehicles shall be parked in the carport or driveway serving a respective Lot. No on-street parking shall be permitted. In the event any provision of this covenant is breached, Developer or Association may have said truck, commercial vehicle, camper, motor home, trailer, recreational vehicle, boat, boat trailer or horse trailer towed from the Properties at the Lot Owner's sole cost and expense, and an individual Assessment may be levied therefor against such Owner.

3. Except as amended herein, the Declaration shall remain unmodified.

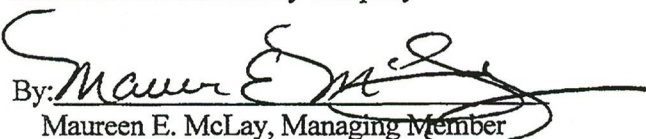
IN WITNESS WHEREOF, Developer has hereunto executed this instrument as of the date first written above.

Signed, sealed and delivered
in the presence of:


Printed Name: Dwight I. Coz


Printed Name: Gary A. Forster

DOUBLE MM DEVELOPMENT, LLC
a Florida limited liability company

By: 
Maureen E. McLay, Managing Member

Address: 2561 W. Orange Blossom Trail
Apopka, Florida 32712

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 23rd day of June, 2003, by Maureen E. McLay, as Managing Member of DOUBLE MM DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the limited liability company. She is [☒] personally known to me or [] has produced N/A as identification.

NOTARY PUBLIC

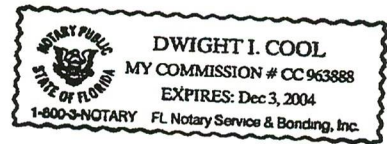
Signature: [Signature]

Printed Name: Dwight I. Cool


State of Florida at Large

MY COMMISSION EXPIRES:

(NOTARY SEAL)



CFN 2003099298
Bk 02379 Pgs 1189 - 1190; (2pgs)
DATE: 08/11/2003 10:24:39 AM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 9.00
TRUST FUND 1.50

 This Instrument Prepared by and Return to:
Dwight I. Cool, Esquire
Pohl & Short, P.A.
280 West Canton Avenue, Suite 410
Winter Park, Florida 32789

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF THE MEADOWS**

THIS AMENDMENT is made as of the 29th day of July, 2003, by DOUBLE
MM DEVELOPMENT, LLC, a Florida limited liability company (the "Developer").

WITNESSETH:

WHEREAS, Developer is the successor by conversion to the developer under that certain
Declaration of Covenants, Conditions and Restrictions of The Meadows dated May 19, 2003, and
recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida (the
"Declaration"); and

WHEREAS, Article IX, Section 3(b)(1) of the Declaration provides that Developer shall
have the right, in its sole discretion, to amend the Declaration while Developer has complete control
of the Association; and

WHEREAS, Developer has complete control of the Association; and

WHEREAS, Developer desires to amend the Declaration as set forth in this Amendment;

NOW THEREFORE, Developer hereby declares that the Declaration is amended as
follows:

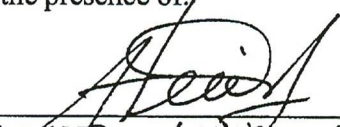
1. Satellite Dish. The first two sentences of Article VIII, Section 17(a) of the
Declaration are hereby deleted in their entirety and the following two sentences are hereby
substituted therefor:

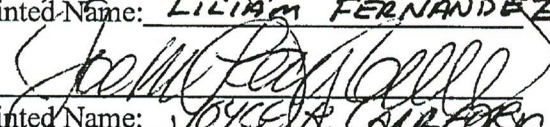
No Owner shall install, or cause to be installed, within or on any Lot or house, a
satellite dish or dish type antennae in which the dish exceeds one (1) meter in
diameter. Further, all dishes must not be visible from any street and must be
attached to the rear of the home.

2. Except as amended herein, the Declaration shall remain unmodified.

IN WITNESS WHEREOF, Developer has hereunto executed this instrument as of the date first written above.

Signed, sealed and delivered
in the presence of:


Printed Name: LILIAM FERNANDEZ


Printed Name: JOYCE A. GUBERO

DOUBLE MM DEVELOPMENT, LLC
a Florida limited liability company

By: 
Maureen E. McLay, Managing Member

Address: 2561 W. Orange Blossom Trail
Apopka, Florida 32712


STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 29th day of July, 2003, by Maureen E. McLay, as Managing Member of DOUBLE MM DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the limited liability company. She is [] personally known to me or [X] has produced driver's license as identification.

NOTARY PUBLIC

Signature: 
Printed Name: LINDA A. TROCINO
State of Florida at Large
MY COMMISSION EXPIRES:

(NOTARY SEAL)

 Linda A Trocino
My Commission CC879306
Expires October 13, 2003

This Instrument Prepared by and Return to:
Rebekah M. Kurdziel, Esquire
Carla DeLoach Bryant, P.A.
1206 East Ridgewood Street
Orlando, Florida 32803

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF THE MEADOWS**

On this 14 day of July, 2007, this Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows (referred to as the "Amendment") is entered into by Double MM Development, LLC, a Florida limited liability company (referred to as the "Developer").

RECITALS

- (A). Whereas, Developer is the successor by conversion to the developer under that certain Declaration of Covenants, Conditions and Restrictions of The Meadows dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida (referred to as the "Declaration");
- (B). Whereas, Article IX, Section 3(b)(1) of the Declaration provides that Developer shall have the right, in its sole discretion, to amend the Declaration while Developer has complete control of the Association;
- (C). Whereas, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida;
- (D). Whereas, Developer further exercised its right to amend the Declaration by executing that certain Second Amendment To Declaration of Covenants, Conditions and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida;
- (E). Whereas, Developer has complete control of the Association; and

(F). Whereas, Developer desires to further exercise its right to amend the Declaration as set forth in this Amendment.

Now, therefore, Developer hereby declares that the Declaration is amended as follows:

(1). Use Restrictions. Article VIII, Section 1 of the Declaration is amended by adding the following to the end of the first paragraph therein:

This Section 1 shall not apply to the Developer, its successors and/or assigns.

(2). Garbage Containers, Oil and Gas Tanks, Air-Conditioners. Article VIII, Section 15 of the Declaration is hereby deleted in its entirety, and the following is hereby substituted therefor:

(a). Except when placed curb-side on or the night before regularly scheduled garbage and trash pick-up days, all garbage and trash containers must be kept in the utility room for each Lot required pursuant to Article VIII, Section 2. Except when placed curb-side for pick-up, as aforesaid, garbage and trash containers and the like shall, in no event, be visible from any adjacent or neighboring Lot, Common Area or public street.

(b). Except for propane tanks attached to portable grills, no storage tanks, including but not limited to, those for water, oil, propane gas or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be permitted outside of a building on a Lot unless the same shall be underground or placed inside of or behind opaque walls, landscaping screens or similar type enclosures in conformity with applicable laws and the architectural review process of Article V herein. In no event shall any of the same be visible from any adjacent or neighboring Lot, Common Area or public street.

(c). All air-conditioning units shall be shielded and hidden by landscaping so that they are not visible from any adjacent or neighboring Lot, Common Area or public street. No air-conditioning units, either central or wall units, shall be placed on the exterior of a building.

(3). Enforcement. Article IX, Section 1 of the Declaration is hereby deleted in its entirety, and the following is hereby substituted therefor:

(a). Generally. The Developer, the Association, or any Lot Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, by the provisions of this Declaration. Failure by the Developer, Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provisions of this Declaration shall be entitled to recover attorney's fees for trial and appeal and court costs for the same.

(b). St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the covenants and restrictions of this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

(c). Fines against Owners, Guests, and Invitees. Following compliance with the procedures set forth below, the Developer or the Association may levy a fine of one hundred dollars (\$100.00) per violation or per day of a continuing violation of any of the restrictions, conditions, covenants, reservations, or charges herein imposed on any Owner, or his guests or invitees, or both. No fine shall exceed one thousand dollars (\$1,000.00) in the aggregate for a single violation or a continuing violation of the same restriction, condition, covenant, reservation, or charge herein imposed on any Owner, or his guests or invitees, or both. No fine shall become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

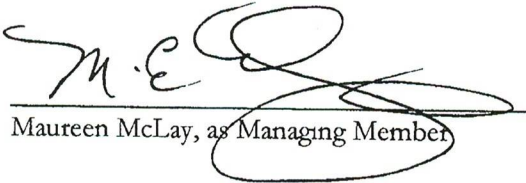
(d). Suspension of Rights to Common Areas. Following compliance with the procedures set forth below, the Developer or the Association may suspend the rights of an Owner, or his guests or invitees, or both, to use the common areas and facilities so long as the Owner is in violation of any of the restrictions, conditions, covenants, reservations, and charges herein imposed on any Owner, or his guests or invitees, or both. Suspension of an Owner's rights to use of the common areas shall not impair such Owner's, or Owner's tenant(s), to have vehicular and pedestrian ingress to and egress from such Owner's Lot, including, but not limited to, the right to park thereon such Lot.

(c). Administrative Procedures. Before imposing a fine or suspension, the Developer or Association shall give at least fourteen (14) days' written notice to the person sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due.

- (4). Except as amended herein, the Declaration shall remain unmodified.

On this 14 day of July, 2007, Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, signed this Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows in the presence of the following two (2) witnesses:

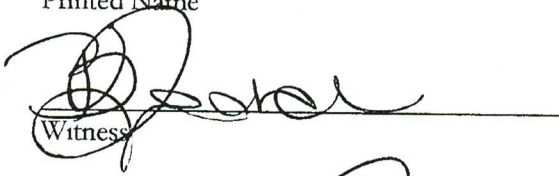
Witness


Maureen McLay, as Managing Member

Printed Name

LYNN H GARRETT

Witness

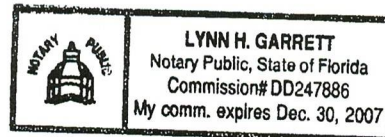


Printed Name

Barbara Reddick

STATE OF FLORIDA
COUNTY OF LAKE

On this 16 day of July, 2007, Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, acknowledged this Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows before me, and is personally known to me.


Notary Public, State of Florida

1 This instrument prepared by and return to:
Michael A. Ungerbuehler, Esquire
Law Offices of John L. DiMasi, P.A.
801 N. Orange Avenue, Suite 500
Orlando, FL 32801

CFN 2007143690
Bk 03531 Pgs 1727 - 1729; (3pgs)
DATE: 10/29/2007 02:45:46 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 27.00

**FOURTH AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTION OF THE MEADOWS**

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTION OF THE MEADOWS ("Amendment") is made and entered into this 17 day of October 2007, by Double MM Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Easements, Covenants, Conditions and Restrictions of The Meadows, dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida ("Declaration");

WHEREAS, pursuant to Article IX, Section 3(b)(1) of the Declaration, Developer is authorized to amend the Declaration while Developer maintains complete control of the Association;

WHEREAS, Developer maintains complete control of the Association; and

WHEREAS, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida; that certain Second Amendment To Declaration of Covenants, Conditions and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida; and that certain Third Amendment to Declaration of Covenant, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; and

WHEREAS, Developer desires to further exercise its right to amend the Declaration as set forth herein this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Applicability.** The terms, covenants, conditions and requirements of this Amendment shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.

3. **Amendment.** The Developer hereby amends Article IV, Section 7 of the Declaration by deleting such section in its entirety and replacing it with the following:

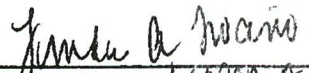
Section 7. Effect of Non-payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition, the Association may also charge an administrative late fee in an amount equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Lot. In either event, the non-paying Owner shall be obligated to pay for the unpaid assessments, together with accrued interest, late charges applied, costs of collection and reasonable attorney's fees incurred, whether litigation is instituted or not. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of Common Area or abandonment of his/her Lot.


The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount of assessment and due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is Recorded or Lis Pendens filed within five (5) years from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. The personal obligation for delinquent assessments shall pass to successors in title in accordance with the provisions of Section 720.3085, Florida Statutes. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, and/or any amendments thereto, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner

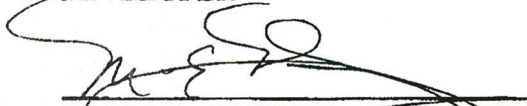
IN WITNESS WHEREOF, Double MM Development, LLC, as Developer, has adopted this Amendment to the Declaration, which said Amendment shall be effective upon recording in the Public Records of Lake County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this ____ day of October, 2007.

WITNESSES


Print Name: LINDA A TROCINO


Print Name: Gianna Bonner

DEVELOPER


DOUBLE MM DEVELOPMENT, LLC
By: Maureen McLay
As Its: Managing Member

STATE OF FLORIDA)
)
COUNTY OF LAKE)

SWORN TO AND SUBSCRIBED before me this 19 day of October, 2007,
by Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, who
produced DR-LLC as identification or who is personally known to me, and who
did not take an oath.

Linda A Trocino
Notary Public
My Commission Expires: _____



This instrument prepared by and return to:

Timothy P. Hoban, Esquire
Timothy P. Hoban, P.A.
2752 Dora Avenue
Tavares, FL 32778

**FIFTH AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE MEADOWS**

THIS FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS ("Amendment") is made and entered into this 29th day of February 2008, by Double MM Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Easements, Covenants, Conditions, and Restrictions of The Meadows, dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida ("Declaration").

WHEREAS, pursuant to Article IX, Section 3(b)(1) of the Declaration, Developer is authorized to amend the Declaration while Developer maintains control of the Association;

WHEREAS, Developer maintains complete control of the Association; and

WHEREAS, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida; that certain Second Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida; and that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; and that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3531, Page 1727, Public Records of Lake County, Florida.

WHEREAS, Developer desires to further exercise the right to amend the Declaration as set forth herein this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made part of this Amendment as if more fully set forth herein.
2. **Applicability.** The terms, covenants, conditions and requirements of this amendment shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.
3. **Amendment.** Article V, Section 5 of the Declaration is hereby created by adding the following:

Section 5. Vacant Lots - Construction Standards and Time Deadlines. This Article V, Section 5 shall only apply to an Owner who buys a vacant Lot. Once an Owner puts a Manufactured Home on a Lot AND the Manufactured Home and Lot are in full compliance with this Article V, Section 5, THEN this Article V, Section 5 shall no longer apply to the Lot.

- A. Owner shall commence construction of a Manufactured Home on the Lot within One (1) year from the date that the Deed is recorded in the Public Records of Lake County, Florida. Construction of the Manufactured Home shall be completed within one (1) month after commencement of construction. Completion of construction shall be evidenced by the issuance of a certificate of occupancy from the local government agency having jurisdiction.
- B. Owner shall obtain written approval from the MEADOWS of Astatula Homeowners Association **PRIOR** to starting construction.
- C. Owner shall pay a water and sewer connection fee on the date that the lot is purchased. Starting on the date that the lot is purchased, Owner shall pay Association assessments.
- D. Owner shall construct the following:
 1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
 2. All Manufactured Homes must be double wide Manufactured Homes. Single Wide Manufactured Homes are prohibited.
 3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
 4. A minimum 24 gauge aluminum carport awning. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.

5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window. The lap siding on the shed must be the same as the lap siding on the Manufactured Home. The Shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
 6. Minimum 12 by 20 foot screen room. The screen room must be located next to the shed and under the carport awning.
 7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
 8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
 9. Saint Augustine sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
 10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
 11. Vinyl skirting, on all four (4) sides, white in color.
 12. Steps, fiberglass or wooden, with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
 13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
 14. Clearing, scraping, and filling lot prior to starting construction.
 15. Plumbing from right-of-way to Manufactured Home.
- E. Owner must use a licensed contractor to construct the items in Section D. Owner is prohibited from being an "owner-builder".

4. **Amendment.** Article VI, Section 6 of the Declaration is hereby created by adding the following:

Section 6. Non-Vacant Lots - Construction Standards and Time Deadlines. This Article V, Section 6 shall only apply to an Owner who desires to initiate construction on a Lot AND is required to obtain Approval of Plans pursuant to Article V, Section 1.

- A. Owner shall commence construction within sixty (60) days from the date that the Association grants approval of the Owner's Plans pursuant to Article V, Section 1. Construction shall be completed within one (1) month after commencement of construction. If a Building Permit is required, then completion of construction shall be evidenced by the issuance of a certificate of occupancy or certification of completion from the local government agency having jurisdiction.
- B. Any Plans approved, pursuant to Article V, Section 1, shall require the Owner to construct (if not already constructed) the following:

1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
2. All Manufactured Homes must be double wide Manufactured Homes. Single Wide Manufactured Homes are prohibited.
3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
4. A minimum 24 gauge aluminum carport awning. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.
5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window. The lap siding on the shed must be the same as the lap siding on the Manufactured Home. The Shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
6. Minimum 12 by 20 foot screen room. The screen room must be located next to the shed and under the carport awning.
7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
9. Saint Augustine sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
11. Vinyl skirting, on all four (4) sides, white in color.
12. Steps, fiberglass or wooden, with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
14. Clearing, scraping, and filling lot prior to starting construction.
15. Plumbing from right-of-way to Manufactured Home.

C. Owner must use a licensed contractor to construct the items in Section B. Owner is prohibited from being an "owner-builder".

5. **Amendment.** Article VI, Section 7 of the Declaration is hereby created by adding the following:

Section 7. Hurricane, Fire or other Natural Disaster. If a Manufactured Home or accessory structure is damaged or destroyed by a hurricane, fire or other natural disaster, then the Owner shall have no more that six (6) months to obtain the Association's approval of the Owner's Plans pursuant to Article V, Section 1, and shall adhere to Article VI, Section 6.

6. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, and/or any amendments thereto, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

IN WITNESS WHEREOF, Double MM Development, LLC, as Developer, has adopted this Amendment to the Declaration, which said Amendment shall be effective upon recording in the Public Records of Lake County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this 29th day of February, 2008.

WITNESSES

DEVELOPER
DOUBLE MM DEVELOPMENT, LLC

Jody McQuain

Print Name: Jody McQuain

By: Maureen McLay
As Its: Managing Member

Bly J. Lucas

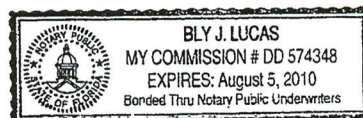
Print Name: Bly J. Lucas

STATE OF FLORIDA)

COUNTY OF LAKE)

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2008, by Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, who produced _____ as identification or who is personally known to me, and who did not take an oath.

Bly J. Lucas
Notary Public



This instrument prepared by and return to:

② Timothy P. Hoban, Esquire

Timothy P. Hoban, P.A.

2752 Dora Avenue

Tavares, FL 32778

07-028

**SIXTH AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE MEADOWS**

THIS SIXTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS ("Amendment") is made and entered into this 27 day of August 2008, by Double MM Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Easements, Covenants, Conditions, and Restrictions of The Meadows, dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida ("Declaration").

WHEREAS, pursuant to Article IX, Section 3(b)(1) of the Declaration, Developer is authorized to amend the Declaration while Developer maintains control of the Association;

WHEREAS, Developer maintains complete control of the Association; and

WHEREAS, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida; that certain Second Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida; and that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3531, Page 1727, Public Records of Lake County, Florida; and that certain Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3619, Page 766, Public Records of Lake County, Florida.

WHEREAS, Developer desires to further exercise the right to amend the Declaration as set forth herein this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made part of this Amendment as if more fully set forth herein.
2. **Applicability.** The terms, covenants, conditions and requirements of this amendment shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.
3. **Amendment.** Article IX, Section 1, Subsection (f) of the Declaration is hereby created by adding the following:

(f) Association Pool Area Privileges.

(i) The Property Management Company hired by the Board of Directors shall, on a monthly basis, produce a report of the Owners who are delinquent in paying Annual Assessments, Special Assessments, and/or Water and Sewer Charges ("Monthly Aged Owner Balances Report"). If an Owner's name appears on the Monthly Aged Owner Balances Report, then the Owner shall be banned from using the Pool Area and the Property Management Company shall change the Owner's personal code on the keypad to the Pool Area to prohibit the Owner from entering the Pool Area. The Owner shall remain banned from the Pool Area until the Owner's name is removed from the Monthly Aged Owner Balances Report. When the Owner's name is removed from the Monthly Aged Owner Balances Report, then the Property Management Company shall change the Owner's personal code on the keypad to the Pool Area to allow the Owner to enter the Pool Area.

(ii) If, during the time period when an Owner ("Delinquent Owner") is banned from the Pool Area, a Delinquent Owner obtains access to the Pool Area in an unauthorized manner, including, but not limited to, using another Owner's ("Second Owner") personal code, climbing the fence, being the guest of a Second Owner, and/or cutting the fence, then the Delinquent Owner shall be banned from the Pool Area for an additional month. When the Delinquent Owner's name is removed from the Monthly Aged Owner Balances Report for two (2) consecutive months, then the Property Management Company shall change the Delinquent Owner's personal code on the keypad to the Pool Area to allow the Delinquent Owner to enter the Pool Area.

(iii) If, during the time period when a Delinquent Owner is banned from the Pool Area, a Second Owner allows the Delinquent Owner to have access to the Pool Area OR Second Owner permits his or her personal code on the keypad to be used by the Delinquent Owner in order for the Delinquent Owner to obtain unauthorized access to the Pool Area, then the Second Owner shall be banned from using the Pool Area and the Property Management Company shall

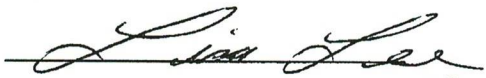
change the Second Owner's personal code on the keypad to the Pool Area to prohibit the Second Owner from entering the Pool Area. The Second Owner shall remain banned from the Pool Area for approximately one month until the following Monthly Aged Owner Balances Report is issued. When the next Monthly Aged Owner Balances Report is issued, then the Property Management Company shall change the Second Owner's personal code on the keypad to the Pool Area to allow the Second Owner to enter the Pool Area.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, and/or any amendments thereto, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.


IN WITNESS WHEREOF, Double MM Development, LLC, as Developer, has adopted this Amendment to the Declaration, which said Amendment shall be effective upon recording in the Public Records of Lake County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this 27 day of August, 2008.

WITNESSES

DEVELOPER
DOUBLE MM DEVELOPMENT, LLC


Print Name: Lisa Lee

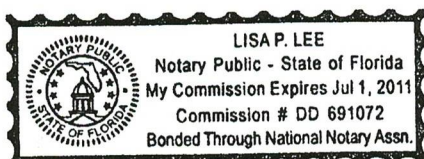
By: 
Maureen McLay
As Its Managing Member



Print Name: Bill Julius

STATE OF FLORIDA

COUNTY OF LAKE

SWORN TO AND SUBSCRIBED before me this 10th day of September, 2008, by Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, who produced _____ as identification or who is personally known to me, and who did not take an oath.




Notary Public

This instrument prepared by and return to:

② Timothy P. Hoban, Esquire
Timothy P. Hoban, P.A.
2752 Dora Avenue
Tavares, FL 32778

07-028

**SIXTH AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE MEADOWS**

THIS SIXTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS ("Amendment") is made and entered into this 27 day of August 2008, by Double MM Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Easements, Covenants, Conditions, and Restrictions of The Meadows, dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida ("Declaration").

WHEREAS, pursuant to Article IX, Section 3(b)(1) of the Declaration, Developer is authorized to amend the Declaration while Developer maintains control of the Association;

WHEREAS, Developer maintains complete control of the Association; and

WHEREAS, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida; that certain Second Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida; and that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3531, Page 1727, Public Records of Lake County, Florida; and that certain Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3619, Page 766, Public Records of Lake County, Florida.

WHEREAS, Developer desires to further exercise the right to amend the Declaration as set forth herein this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made part of this Amendment as if more fully set forth herein.
2. **Applicability.** The terms, covenants, conditions and requirements of this amendment shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.
3. **Amendment.** Article IX, Section 1, Subsection (f) of the Declaration is hereby created by adding the following:

(f) Association Pool Area Privileges.

(i) The Property Management Company hired by the Board of Directors shall, on a monthly basis, produce a report of the Owners who are delinquent in paying Annual Assessments, Special Assessments, and/or Water and Sewer Charges ("Monthly Aged Owner Balances Report"). If an Owner's name appears on the Monthly Aged Owner Balances Report, then the Owner shall be banned from using the Pool Area and the Property Management Company shall change the Owner's personal code on the keypad to the Pool Area to prohibit the Owner from entering the Pool Area. The Owner shall remain banned from the Pool Area until the Owner's name is removed from the Monthly Aged Owner Balances Report. When the Owner's name is removed from the Monthly Aged Owner Balances Report, then the Property Management Company shall change the Owner's personal code on the keypad to the Pool Area to allow the Owner to enter the Pool Area.

(ii) If, during the time period when an Owner ("Delinquent Owner") is banned from the Pool Area, a Delinquent Owner obtains access to the Pool Area in an unauthorized manner, including, but not limited to, using another Owner's ("Second Owner") personal code, climbing the fence, being the guest of a Second Owner, and/or cutting the fence, then the Delinquent Owner shall be banned from the Pool Area for an additional month. When the Delinquent Owner's name is removed from the Monthly Aged Owner Balances Report for two (2) consecutive months, then the Property Management Company shall change the Delinquent Owner's personal code on the keypad to the Pool Area to allow the Delinquent Owner to enter the Pool Area.

(iii) If, during the time period when a Delinquent Owner is banned from the Pool Area, a Second Owner allows the Delinquent Owner to have access to the Pool Area OR Second Owner permits his or her personal code on the keypad to be used by the Delinquent Owner in order for the Delinquent Owner to obtain unauthorized access to the Pool Area, then the Second Owner shall be banned from using the Pool Area and the Property Management Company shall

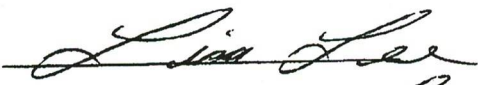
change the Second Owner's personal code on the keypad to the Pool Area to prohibit the Second Owner from entering the Pool Area. The Second Owner shall remain banned from the Pool Area for approximately one month until the following Monthly Aged Owner Balances Report is issued. When the next Monthly Aged Owner Balances Report is issued, then the Property Management Company shall change the Second Owner's personal code on the keypad to the Pool Area to allow the Second Owner to enter the Pool Area.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, and/or any amendments thereto, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

IN WITNESS WHEREOF, Double MM Development, LLC, as Developer, has adopted this Amendment to the Declaration, which said Amendment shall be effective upon recording in the Public Records of Lake County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this 27 day of August, 2008.

WITNESSES

DEVELOPER
DOUBLE MM DEVELOPMENT, LLC


Print Name: Lisa Lee

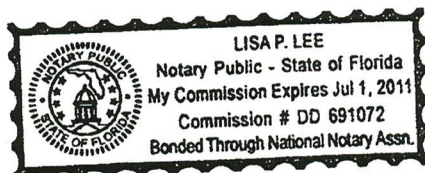
By: 
Maureen McLay
As Its Managing Member


Print Name: Bin Shmar

STATE OF FLORIDA

COUNTY OF LAKE

SWORN TO AND SUBSCRIBED before me this 10th day of September, 2008, by Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, who produced _____ as identification or who is personally known to me, and who did not take an oath.




Notary Public

This instrument prepared by and return to:
Timothy P. Hoban, Esquire
Timothy P. Hoban, P.A.
2752 Dora Avenue
Tavares, FL 32778
07-028



**SEVENTH AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE MEADOWS**

THIS SEVENTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS ("Amendment") is made and entered into this 16th day of April 2010, by Double MM Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Easements, Covenants, Conditions, and Restrictions of The Meadows, dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida ("Declaration").

WHEREAS, pursuant to Article IX, Section 3(b)(1) of the Declaration, Developer is authorized to amend the Declaration while Developer maintains control of the Association;

WHEREAS, Developer maintains complete control of the Association; and

WHEREAS, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida; that certain Second Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida; and that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; and that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3531, Page 1727,

Public Records of Lake County, Florida; and that certain Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3619, Page 766, Public Records of Lake County, Florida; and that certain Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3691, Page 2399, Public Records of Lake County, Florida.

WHEREAS, Developer desires to further exercise the right to amend the Declaration as set forth herein this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made part of this Amendment as if more fully set forth herein.
2. **Applicability.** The terms, covenants, conditions and requirements of this amendment shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.
3. **Amendment.** Article V, Section 5 of the Declaration, as specified in the Fifth Amendment, is hereby deleted and Article V, Section 5 is hereby created by adding the following:

Section 5. Vacant Lots - Construction Standards and Time Deadlines. This Article V, Section 5 shall only apply to an Owner who buys a vacant Lot. Once an Owner puts a Manufactured Home on a Lot AND the Manufactured Home and Lot are in full compliance with this Article V, Section 5, THEN this Article V, Section 5 shall no longer apply to the Lot.

- A. Owner shall commence construction of a Manufactured Home on the Lot within One (1) year from the date that the Deed is recorded in the Public Records of Lake County, Florida. Construction of the Manufactured Home shall be completed within one (1) month after commencement of construction. Completion of construction shall be evidenced by the issuance of a certificate of occupancy from the local government agency having jurisdiction.
- B. Owner shall obtain written approval from the MEADOWS of Astatula Homeowners Association **PRIOR** to starting construction.
- C. One day prior to the date that a Certificate of Occupancy is issued, Owner shall pay a water and sewer connection fee. Starting on the date that a Certificate of Occupancy is issued, Owner shall pay Association assessments.
- D. Owner shall construct the following:

1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
2. Single wide and double wide Manufactured Homes are both permitted.
3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
4. A minimum 24 gauge aluminum carport awning within 36 months from the date that a Certificate of Occupancy is issued. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.
5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window within 36 months from the date that a Certificate of Occupancy is issued. The shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
 - Double Wide Manufactured Home – a shingle roof and lap siding are required on a double wide Manufactured Home. The lap siding on the shed must be the same as the lap siding on the double wide Manufactured Home.
 - Single Wide Manufactured Home – If the single wide Manufactured Home can STRUCTURALLY support a shingle roof, then a shingle roof is required. If the single wide Manufactured Home CANNOT structurally support a shingle roof, then a shingle roof is NOT required. Lap siding is NOT required on a single wide Manufactured Home. The siding on the shed must be the same as the siding on the single wide Manufactured Home.
6. Minimum 12 by 20 foot screen room within 36 months from the date that a Certificate of Occupancy is issued. The screen room must be located next to the shed and under the carport awning.
7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
9. Sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
11. Vinyl skirting, on all four (4) sides, white in color.
12. Fiberglass, not wooden, steps with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
14. Clearing, scraping, and filling lot prior to starting construction.
15. Plumbing from right-of-way to Manufactured Home.

- E. Owner must use a licensed contractor to construct the items in Section D. Owner is prohibited from being an "owner-builder".

4. **Amendment.** Article V, Section 6 of the Declaration, as specified in the Fifth Amendment, is hereby deleted and Article V, Section 6 is hereby created by adding the following:

Section 6. Non-Vacant Lots - Construction Standards and Time Deadlines. This Article V, Section 6 shall only apply to an Owner who desires to initiate construction on a Lot AND is required to obtain Approval of Plans pursuant to Article V, Section 1.

- A. Owner shall commence construction within sixty (60) days from the date that the Association grants approval of the Owner's Plans pursuant to Article V, Section 1. Construction shall be completed within one (1) month after commencement of construction. If a Building Permit is required, then completion of construction shall be evidenced by the issuance of a certificate of occupancy or certification of completion from the local government agency having jurisdiction.
- B. Any Plans approved, pursuant to Article V, Section 1, shall require the Owner to construct (if not already constructed) the following:
1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
 2. Single wide and double wide Manufactured Homes are both permitted.
 3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
 4. A minimum 24 gauge aluminum carport awning within 36 months from the date that a Certificate of Occupancy is issued. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.
 5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window within 36 months from the date that a Certificate of Occupancy is issued. The shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
 - Double Wide Manufactured Home – a shingle roof and lap siding are required on a double wide Manufactured Home. The lap siding on the shed must be the same as the lap siding on the double wide Manufactured Home.
 - Single Wide Manufactured Home – If the single wide Manufactured Home can STRUCTURALLY support a shingle roof, then a shingle roof is required. If the single wide Manufactured Home CANNOT structurally support a shingle roof, then a shingle roof is NOT required. Lap siding is NOT required on a single wide Manufactured Home. The siding on the

shed must be the same as the siding on the single wide Manufactured Home.

6. Minimum 12 by 20 foot screen room within 36 months from the date that a Certificate of Occupancy is issued. The screen room must be located next to the shed and under the carport awning.
7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
9. Sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
11. Vinyl skirting, on all four (4) sides, white in color.
12. Fiberglass, not wooden, steps with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
14. Clearing, scraping, and filling lot prior to starting construction.
15. Plumbing from right-of-way to Manufactured Home.

C. Owner must use a licensed contractor to construct the items in Section B. Owner is prohibited from being an "owner-builder".

5. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, and/or any amendments thereto, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

IN WITNESS WHEREOF, Double MM Development, LLC, as Developer, has adopted this Amendment to the Declaration, which said Amendment shall be effective upon recording in the Public Records of Lake County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this 16th day of April, 2010.

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WITNESSES



Print Name: Timothy P Hoban




Print Name: Robin Collins

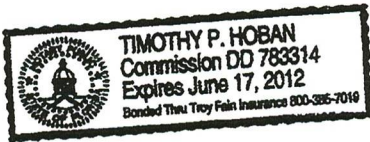
STATE OF FLORIDA)

COUNTY OF LAKE)

DEVELOPER
DOUBLE MM DEVELOPMENT, LLC

By: 
Maureen McLay
As Its: Managing Member

SWORN TO AND SUBSCRIBED before me this 16th day of April, 2010, by
Maureen McLay, as Managing Member of Double MM Development, LLC, as
Developer, who produced _____ as identification or who is
personally known to me, and who did not take an oath.




Notary Public

This instrument prepared by and return to:
Timothy P. Hoban, Esquire
Timothy P. Hoban, P.A.
2752 Dora Avenue
Tavares, FL 32778
07-028



**SEVENTH AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE MEADOWS**

THIS SEVENTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS ("Amendment") is made and entered into this 16th day of April 2010, by Double MM Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Easements, Covenants, Conditions, and Restrictions of The Meadows, dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida ("Declaration").

WHEREAS, pursuant to Article IX, Section 3(b)(1) of the Declaration, Developer is authorized to amend the Declaration while Developer maintains control of the Association;

WHEREAS, Developer maintains complete control of the Association; and

WHEREAS, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida; that certain Second Amendment To Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida; and that certain Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; and that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3531, Page 1727,

Public Records of Lake County, Florida; and that certain Fifth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3619, Page 766, Public Records of Lake County, Florida; and that certain Sixth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3691, Page 2399, Public Records of Lake County, Florida.

WHEREAS, Developer desires to further exercise the right to amend the Declaration as set forth herein this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other goods and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made part of this Amendment as if more fully set forth herein.
2. **Applicability.** The terms, covenants, conditions and requirements of this amendment shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.
3. **Amendment.** Article V, Section 5 of the Declaration, as specified in the Fifth Amendment, is hereby deleted and Article V, Section 5 is hereby created by adding the following:

Section 5. Vacant Lots - Construction Standards and Time Deadlines. This Article V, Section 5 shall only apply to an Owner who buys a vacant Lot. Once an Owner puts a Manufactured Home on a Lot AND the Manufactured Home and Lot are in full compliance with this Article V, Section 5, THEN this Article V, Section 5 shall no longer apply to the Lot.

- A. Owner shall commence construction of a Manufactured Home on the Lot within One (1) year from the date that the Deed is recorded in the Public Records of Lake County, Florida. Construction of the Manufactured Home shall be completed within one (1) month after commencement of construction. Completion of construction shall be evidenced by the issuance of a certificate of occupancy from the local government agency having jurisdiction.
- B. Owner shall obtain written approval from the MEADOWS of Astatula Homeowners Association **PRIOR** to starting construction.
- C. One day prior to the date that a Certificate of Occupancy is issued, Owner shall pay a water and sewer connection fee. Starting on the date that a Certificate of Occupancy is issued, Owner shall pay Association assessments.
- D. Owner shall construct the following:

1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
2. Single wide and double wide Manufactured Homes are both permitted.
3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
4. A minimum 24 gauge aluminum carport awning within 36 months from the date that a Certificate of Occupancy is issued. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.
5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window within 36 months from the date that a Certificate of Occupancy is issued. The shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
 - Double Wide Manufactured Home – a shingle roof and lap siding are required on a double wide Manufactured Home. The lap siding on the shed must be the same as the lap siding on the double wide Manufactured Home.
 - Single Wide Manufactured Home – If the single wide Manufactured Home can STRUCTURALLY support a shingle roof, then a shingle roof is required. If the single wide Manufactured Home CANNOT structurally support a shingle roof, then a shingle roof is NOT required. Lap siding is NOT required on a single wide Manufactured Home. The siding on the shed must be the same as the siding on the single wide Manufactured Home.
6. Minimum 12 by 20 foot screen room within 36 months from the date that a Certificate of Occupancy is issued. The screen room must be located next to the shed and under the carport awning.
7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
9. Sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
11. Vinyl skirting, on all four (4) sides, white in color.
12. Fiberglass, not wooden, steps with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
14. Clearing, scraping, and filling lot prior to starting construction.
15. Plumbing from right-of-way to Manufactured Home.

- E. Owner must use a licensed contractor to construct the items in Section D. Owner is prohibited from being an "owner-builder".

4. **Amendment.** Article V, Section 6 of the Declaration, as specified in the Fifth Amendment, is hereby deleted and Article V, Section 6 is hereby created by adding the following:

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- B. Any Plans approved, pursuant to Article V, Section 1, shall require the Owner to construct (if not already constructed) the following:
1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
 2. Single wide and double wide Manufactured Homes are both permitted.
 3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
 4. A minimum 24 gauge aluminum carport awning within 36 months from the date that a Certificate of Occupancy is issued. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.
 5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window within 36 months from the date that a Certificate of Occupancy is issued. The shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
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shed must be the same as the siding on the single wide Manufactured Home.

6. Minimum 12 by 20 foot screen room within 36 months from the date that a Certificate of Occupancy is issued. The screen room must be located next to the shed and under the carport awning.
7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
9. Sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
11. Vinyl skirting, on all four (4) sides, white in color.
12. Fiberglass, not wooden, steps with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
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15. Plumbing from right-of-way to Manufactured Home.

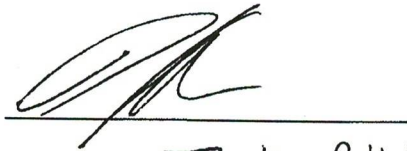
C. Owner must use a licensed contractor to construct the items in Section B. Owner is prohibited from being an "owner-builder".

5. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, and/or any amendments thereto, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

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WITNESSES



Print Name: Timothy P Hoban

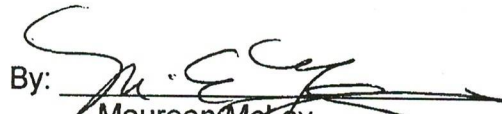


Print Name: Robin Collins

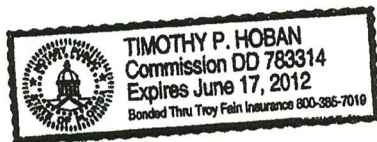
STATE OF FLORIDA)

COUNTY OF LAKE)

DEVELOPER
DOUBLE MM DEVELOPMENT, LLC

By: 
Maureen McLay
As Its: Managing Member

SWORN TO AND SUBSCRIBED before me this 16th day of April, 2010, by
Maureen McLay, as Managing Member of Double MM Development, LLC, as
Developer, who produced _____ as identification or who is
personally known to me, and who did not take an oath.




Notary Public