

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 06236 Pgs 1450 - 1451; (2pgs)  
CLERK'S # 2006074888  
RECORDED 05/09/2006 09:55:53 AM  
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**THIRD AMMENDMENT TO COVENANTS AND RESTRICTIONS OF PICKETT DOWNS UNIT 1 IN SEMINOLE COUNTY, FLORIDA**

This Third Amendment to Covenants and Restrictions of Pickett Downs Unit I (the "Amendment") is entered into this 16th day of February, 2005, by a majority of the owners of lots and property of Pickett Downs.

WHEREAS, Lake Pickett Limited Partnership, a Florida Limited Partnership is the developer of the property know as Pickett Downs Unit 1 as more particularly described on the plat thereof as recorded in plat book 29, Pages 19-21 of the Public Records of Seminole County, Florida.

WHEREAS, Covenants and Restrictions of Pickett Downs Unit I were recorded on December 9, 1983 in Official Records Book 1508, Page 1030 of the Public Records of Seminole County, Florida (the "Covenants and Restrictions").

WHEREAS, the First Amendment to Covenants and Restrictions of Pickett Downs Unit 1 was recorded on March 14, 1989 in Official Records Book 2161, Page 0134 of the Public Records of Seminole County, Florida (the "First Amendment").

WHEREAS, the Second Amendment to Covenants and Restrictions of Pickett Downs Unit 1 was recorded on November 14, 1996 in Official Records Book 3158, Page 0609 of the Public Records of Seminole County, Florida (the "Second Amendment").

WHEREAS, a majority of the owners of lots and property of Pickett Downs Unit 1 now desire to amend the Covenants and Restrictions of Pickett Downs Unit 1.

NOW, THEREFORE, a majority of the owners of lots and property of Pickett Downs Unit 1 hereby agree pursuant to Article IV, Section 3 of Covenants and Restrictions that Article IV, Section 3 shall be amended to read:

1. Section 3. Dues and Annual Assessments. Annual Dues in the amount of \$400.00 (four hundred dollars) shall be assessed against each lot for years commencing on or after January 1, 2005. There shall be no pro rata of any annual dues. Such other Annual Assessments may be levied as may be determined by majority vote of the members. The rate of Dues may be increased or diminished by majority vote of the members.
2. All other terms and conditions of the Covenants and Restrictions shall remain in full force and effect.

THIS INSTRUMENT PREPARED BY:

NAME Michael Shumack  
ADDR. 1372 Secretariat PL  
Chuluota, FL 32766

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IN WITNESS WHEREOF, we have executed this Third Amendment to Covenants and Restrictions of Pickett Downs Unit 1 on this 16th day of February, 2005.

*[Handwritten signature]*

Witness  
Fredrick Eichhorn

*[Handwritten signature]*  
Witness  
Michael Henry

Pickett Downs Unit 1  
Homeowners' Association

By: *[Handwritten signature]*  
Officer/Director  
Michael Shumack

STATE OF FLORIDA  
COUNTY OF SEMINOLE

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared an Officer/Director of Pickett Downs Unit 1 Homeowners' Association, to me well know and he acknowledged executing the aforesaid instrument in the presence of subscribing witnesses, freely and voluntarily, under the authority duly vested in him by said Homeowners Association.

Witness my hand and official seal in the County and State aforesaid this 20<sup>th</sup> day of February 2005.

*[Handwritten signature]*

