

**FIFTH AMENDMENT TO COVENANTS AND
RESTRICTIONS OF PICKETT DOWNS UNIT 1 IN
SEMINOLE COUNTY, FLORIDA**

This Fifth Amendment to Covenant and Restrictions of Pickett Downs Unit 1 (the "Amendment") is entered into this March 1, 2022 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 known 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 1 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 "Second 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, the Third Amendment to Covenants and Restrictions of Pickett Downs Unit 1 was recorded on May 9, 2006 in Official Records Book 6236, Page 1450 of the Public Records of Seminole County, Florida (the "Third Amendment").

WHEREAS, the Fourth Amendment to Covenants and Restrictions of Pickett Downs Unit 1 was recorded on December 27, 2023 in Official Records Book 10556, Page 1673 of the Public Records of Seminole County, Florida (the "Fourth 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, Sections 3 shall be amended to read:

1. Section 3. Dues and Annual Assessments. Starting with the 2008 Annual Assessment, the annual road fund fee will be increased by \$350 per lot (from \$150 to \$500). By itself, this increase will raise the total current annual dues from \$400 to \$750 per lot per year).

The increase will stay in effect until all roads in Pickett Downs Phase I are repaved with edge work completed (estimated to be completed over five years with all monies in the fund to be spent each year.

The annual road fund fee will decrease the following year to \$350 per lot (a \$150 decrease in annual dues), with all future road funds to be invested in interest bearing no load mutual funds which may only be used for general road repairs and/or

This Instrument Prepared By:

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Address: 1921 Eclipse Place, Chuluota, FL

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future resurfacing, in whole or in part and shall be assessed against each lot for each year, or portion of the year the owner or owners own such lot, commencing upon execution of this instrument. <AMENDED March 1, 2022> Dues of \$600 will increase to \$650 with the increase to be used to establish a landscape fund effective with 2023 dues. 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.

NOW, THEREFORE, a majority of the owners of lots and property of Pickett Downs Unit 1 hereby agree pursuant to Section 15 of Covenants and Restrictions that Sections 15 shall be amended to read:

15. MEMBERSHIP IN ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee shall be composed of the Vice-President, Secretary and the ACC Chairman. A majority of the-committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee, nor its designate representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots and property shall have the power through a duly recorded written instrument, to change the membership of the Committee or to withdraw from the Committee or restore to it any of its power and duties. At any time the then owner(s) of at least fifty-one percent (51%) of the lots and property may change these covenants in whole or part by executing written instruments making said changes and have the same duly recorded in the Public Records of Seminole County, Florida. However, any such amendment shall not apply to any lots or property owned by Developer unless Developer has joined in said amendment.

IN WITNESS WHEREOF we have executed these Amendments to Covenants and Restrictions of Pickett Downs Unit 1 on this 29 day of Dec 2023.

[Signature]
Witness
Christopher Espinoza
Print Name

[Signature]
Witness
Nilda Hernandez
Print Name

Jackie Serafin, TREASURER
Officer/Director
JACKIE SERAFIN
Print Name

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence online notarization, this 12-29-2023 (Date) by Jackie Serafin (Name and Title of Position), who is personally known to me or who has produced FL DL (Type of Identification) as identification

[Signature]
Signature of Notary Public

Stephanie Pelletier
Print, Type or Stamp Name of Notary

(Seal)

