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Clayton & McCulloh, P. A.
Servicing 25 Counties
Respond to: Orlando Office

June 26, 2023

Sent via E-mail and U.S. Mail: prs.tle.hoa.6.22@gmail.com

Twin Lakes Estates Homeowners Association, Inc.
Attn: Pete Salamone, President
141 Fairway Circle
Umatilla, FL 32784

RE: Twin Lakes Estates Homeowners Association, Inc. – Recorded Amendment

Dear Pete:

Enclosed please find the:

1. The recorded version of the “CERTIFICATE OF FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES”, which was recorded in the Public Records of Lake County, Florida, on June 26, 2023, recorded in O. R. Book 6165, Page 1972; and
2. The originally executed “CERTIFICATE OF FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES”.

All which should be retained for the Association’s Records.

Please contact me at your earliest convenience if you have any questions.

Sincerely,
CLAYTON & MCCULLOH



Aleysa A. Arce Velázquez

/aaa

enclosure

Orlando Office:
The Clayton & McCulloh Building
1065 Maitland Center Commons Blvd.
Maitland, FL 32751
Phone: (407) 875-2655
Fax: (407) 875-3363

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Melbourne Office:
Melbourne, FL 32940
Phone: (321) 751-3449
Fax: (321) 751-3450

THIS DOCUMENT PREPARED BY
AND RETURN TO:
NEAL McCULLOH, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF FIFTH AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as President and Secretary of Twin Lakes Estates Homeowners Association, Inc. (hereinafter "Association"), pursuant to the Florida Statutes and the DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES recorded in Official Records Book 1846, at Page 1, *et seq.*, of the Public Records of Lake County, Florida, as amended and supplemented (hereinafter "Declaration"), hereby certify that the FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES, which is attached hereto and by reference made a part hereof (hereinafter "Amendment") was duly adopted in accordance with the requirements set forth in the Declaration and/or the Florida Statutes.

The Association is a homeowners association created pursuant to the laws of the State of Florida. With the exception of the attached Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

Balance of Page Intentionally Left Blank – Signature Page Follows

IN WITNESS HEREOF, the Association has caused these presents to be executed in its name, this 23rd day of June, 2023.

Signed, sealed and delivered
in the presence of:

William P. Schmidt
(Sign - Witness 1)

William P. Schmidt
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

LARRY KETTER
(Print - Witness 2)

Twin Lakes Estates Homeowners
Association, Inc.

By:

[Signature]
(Sign)

Peter Salamone
(Print)

President, Twin Lakes Estates Homeowners
Association, Inc.

William P. Schmidt
(Sign - Witness 1)

William P. Schmidt
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

LARRY KETTER
(Print - Witness 2)

Attest:

Gail A. Schmidt
(Sign)

Gail A. Schmidt
(Print)

Secretary, Twin Lakes Estates Homeowners
Association, Inc.

STATE OF FLORIDA

COUNTY OF Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of June, 2023, by Peter Salamone, as President, and Gail A. Schmidt, as Secretary of Twin Lakes Estates Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the Corporation. Who is/are personally known to me or has produced Florida Driver License as identification.

(Seal)



Sign

[Signature]

Brenda Jo Collier, Notary Public
Print

**FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES**

The following amendment is made to the DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES, recorded in Official Records Book 1846, at Page 1, *et seq.*, of the Public Records of Lake County, Florida (hereinafter referred to as the "Declaration") which: (i) deletes Article IV, Section 2, Sub-Section a; (ii) amends Article IV, Section 9, Sub-Section a; and (iii) amends Article IX, Section 5, Sub-Section b.

(Additions are indicated by underlining, deletions are indicated by ~~striketrough~~, and omitted but unaltered provisions are indicated by ellipses):

...

**Article IV
Covenant for Maintenance Assessments**

...

Section 2. Purpose of ~~Initial Assessment and~~ Annual Assessments.

a. ~~Initial 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.

...

Section 9. Amount of ~~Initial Assessments~~ Capital Contribution 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. Regardless of any other provision within the Association's governing documents, including this Declaration, involving the sale or transfer of title (of any nature) of any Lot within the Properties, there is hereby established against said Lot and Owner(s) thereof a single assessment of two thousand dollars (\$2,000.00) (hereinafter: "Capital Contribution") which is due and payable to the Association upon the date of recording in the Public Records of Lake County of the deed or other conveyance instrument as to said Lot. This Capital Contribution may be enforced against the Lot and/or the Owner thereof in the manner specified for other assessments within this Declaration, including, but not limited to, the Association having the right to impose and foreclose a lien upon the Lot for non-payment of this Capital Contribution, and to recover costs and reasonable attorney fees incurred in the collection of this Capital Contribution, including, without limitation in connection with preparing and/or foreclosing the lien for

non-payment of this Capital Contribution. As such, this Capital Contribution may be enforced against and collected from the Owner taking title to the Lot on the date such Capital Contribution is due and payable, and any Owner taking title to the Lot at any time thereafter. This Capital Contribution is in addition to, and not in lieu of any and all other assessments specified within this Declaration. The Association may use the funds received from such Capital Contribution in any manner as the Board of Directors may determine.

...

Article IX General Provisions

...

Section 5. Term of Declaration and Amendments.

...

b. Amendments. 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.~~ the affirmative vote of a majority of the Owners who are voting in person or by proxy at a meeting of the members at which a quorum has been attained (e.g., once a quorum of the Owners attending in person or by proxy has been obtained at an annual or special meeting of the members of the Association, a majority of the Owners attending the meeting in person or by proxy may amend this Declaration).

Any amendment must be properly recorded to be effective. 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.

THIS DOCUMENT PREPARED BY
AND RETURN TO:
NEAL McCULLOH, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751

the space above this line is reserved for recording purposes

**CERTIFICATE OF FIFTH AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS AND RESTRICTIONS OF TWIN LAKES ESTATES**

KNOW ALL MEN BY THESE PRESENTS:

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Signed, sealed and delivered
in the presence of:

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(Sign - Witness 1)

William P. Schmidt
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

LARRY KETNER
(Print - Witness 2)

William P. Schmidt
(Sign - Witness 1)

William P. Schmidt
(Print - Witness 1)

[Signature]
(Sign - Witness 2)

LARRY KETNER
(Print - Witness 2)

STATE OF FLORIDA
COUNTY OF Lake

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(Seal)



Twin Lakes Estates Homeowners
Association, Inc.

By: [Signature]
(Sign)

Peter Salamone
(Print)

President, Twin Lakes Estates Homeowners
Association, Inc.

Attest: Gail A. Schmidt
(Sign)

Gail A. Schmidt
(Print)

Secretary, Twin Lakes Estates Homeowners
Association, Inc.

[Signature]
Sign

Brenda Jo Collier, Notary Public
Print

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