

**First Amendment to Declaration of Restrictions
Page Two**

2. Pursuant to Article IX, Section 5, Declaration of Restrictions, Developer hereby amends the Declaration of Restrictions as follows:

a. Article VIII, Sections 2b and 19, are amended to provide as follows:

(1) As to Lots 40 through 52, and Lot 68, Twin Lakes Estates, Phase II, the plat thereof recorded in Plat Book 49, Pages 39 and 40, Public Records of Lake County, Florida, no fences or out buildings shall be permitted to be located on a lot.

(2) As to Lots 14 through 21, Twin Lakes Estates, the plat thereof recorded in Plat Book 43, Page 97, Public Records of Lake County, Florida, no fences, landscape or out buildings shall be permitted to be located in or encroach into the Drainage Easement, as depicted in the Plat of Twin Lakes Estates, located at the rear of the lots and running parallel with North Twin Lake, or waterward of said Drainage Easement.

(3) Any areas of the platted property identified as "Landscape Buffer" shall be subject to additional rules and regulations promulgated by the Association as to the permitted landscape and fencing in such areas, and the maintenance and repair of the same.

b. Article VIII, Section 2a, is amended to provide that garage doors must remain closed at all time, except when entering or exiting the garage. However, a sliding screen enclosure may be installed in a garage door opening, and when the sliding screen enclosure is closed shall serve to meet the above requirement. Prior to installing a sliding screen enclosure, the respective lot owner must submit for approval to the Architectural Control Committee the specifications for the sliding screen enclosure and installation of the same.

c. Article VIII, Section 5, is amended in the entirety to read as follows:

Animals. No animals, fowl or reptiles, shall be kept on or in lots, or on the Properties or additions to the Properties, except for caged birds kept as pets and domestic dogs and cats, the combined total of which must not exceed two (2) in number; provided that such dogs and cats shall not be allowed off the premises of owner's site, except on a leash. No domestic pet shall, at full growth, exceed 50 pounds in weight. Further, no dogs or cats are permitted outside of the residential improvement without being accompanied at all times by the lot owner or other individual residing in the residential improvement. Owners of all animals will pickup and remove any waste deposited by their animals. In no event shall such pets be kept, bred, or maintained for any commercial purposes. Any violation regarding this is to be reported to the local Animal Control Department of the governmental authority.

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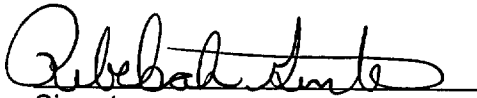
d. Article VIII, Section 1, is amended to provide that Tracts A, B and C, Twin Lakes Estates, Phase II, the plat thereof recorded in Plat Book 49, Pages 39 and 40, Public Records of Lake County, Florida, shall be permitted to be developed and utilized, at the sole discretion of Developer and its successor or assigns, for multi-family residential and/or common area purposes. If a Tract is developed for multi-family residential purposes, each residential unit comprising the multi-family dwelling(s) shall be deemed a "Lot", and the fee simple title owner(s) of the respective unit deemed an "Owner" for purposes of the Declaration of Restrictions with such rights, privileges, limitations and obligations set forth in the Declaration of Restrictions. If a Tract is developed and utilized for the common use, enjoyment and benefit of the Lot Owners, such Tract shall be deemed a "Common Area" for purposes of the Declaration of Restrictions.

3. Invalidation of any one of the covenants or restrictions or any part, clause or word of this Amendment, or of the application thereof in specific circumstances, by judgment or court order, shall not affect any other provision or application in any other circumstance, all of which shall remain in full force and effect.

4. Except as modified and amended hereby, the Declaration of Restrictions remain in full force and effect.

In Witness Whereof, Developer, by and through its authorized representative, has hereunto set its hand and seal the day and year first above written.

Witnesses:

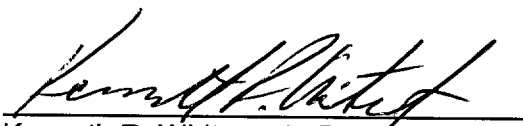

Signature

Rebekah Ginther
Print


Signature

David M. Campione
Print

Developer: Twin Lakes Reserve & Golf Club, Inc.

By: 
Kenneth R. Whitmarsh, President

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State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 5th day of May, 2003, by Kenneth R. Whitmarsh, as President of Twin Lakes Reserve & Golf Club, Inc., on behalf of the corporation, who is personally known to me and ___ did did not take an oath.



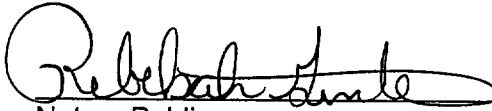

Notary Public
My Commission Expires:

Exhibit "A"
Twin Lakes Estates Phase II

Lots 40 through 52, inclusive, Lots 54 through 78, inclusive, Twin Lakes Estates, Phase II, the plat thereof recorded in Plat Book 49, Pages 39 and 40, Public Records of Lake County, Florida.

And

Tracts A, B and C, and all roadways, Twin Lakes Estates, Phase II, the plat thereof recorded in Plat Book 49, Pages 39 and 40, Public Records of Lake County, Florida.