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JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 35.50

Prepared by/Return To:

R David M. Campione, Esq.
Bowen & Campione, P.A.
600 Jennings Avenue
Eustis, Florida 32726
Plat File

**Second Amendment to the Declaration Of Easements,
Covenants, Conditions And Restrictions Of
Twin Lakes Estates**

This amendment made effective April 12, 2006, by **Twin Lakes Reserve & Golf Club, Inc.**, a Florida corporation (hereinafter referred to as "Developer"), whose address is 41521 State Road 19, Umatilla, Florida 32784.

Recitals

Whereas, Developer did make and enter into that certain Declaration of Easements, Covenants, Conditions and Restrictions of Twin Lakes Estates recorded August 1, 2000, in Official Records Book 1846, Pages 1 through 38, inclusive, as amended by instrument recorded May 7, 2003, in Official Records Book 2313, Page 1212, all being recorded in the Public Records of Lake County, Florida (collectively referred to as "Declaration of Restrictions").

Whereas, pursuant to Article IX, Section 8, Developer reserved the right to cause additional lands to become subject to the Declaration of Restrictions, and modify the Declaration of Restrictions as necessary to reflect the different character of the additional lands. This recitation shall be conclusive as to all parties who shall have the right to rely upon this recitation set forth herein.

Whereas, pursuant to Article IX, Section 5, Developer has complete control of the Association, as defined in Article III, Section 3 of the Declaration of Restrictions, Developer may amend the Declaration of Restrictions, at its sole discretion, by the recordation of an amendatory instrument in the Public Records of Lake County, Florida, executed by Developer only.

Now Therefore:

1. Pursuant to Article IX, Section 8, Declaration of Restrictions, Developer hereby declares that all of the real property described in **Exhibit "A"**, attached hereto and incorporated herein by reference shall be held, sold, and conveyed subject to the Declaration of Restrictions, as amended, and all lot owners in such additional phases will be members of the Association and Owners, as defined in the Declaration of Restrictions, with such rights, privileges, limitations and obligations set forth in the Declaration of Restrictions.

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

2. Pursuant to Article IX, Sections 5 and 8, Declaration of Restrictions, Developer hereby amends Article VIII, Sections 2b, 17 and 19, as follows:

a. As to Lots 99 through 106, Twin Lakes Estates Phase III the plat thereof recorded in Plat Book 58, Page 26, 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 located at the rear of the lots and running parallel with Lake Joseph, as depicted in the Plat of Twin Lakes Estates Phase III, or waterward of said Drainage Easement.

b. 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.

3. Pursuant to Article IX, Sections 5, Declaration of Restrictions, Developer hereby amends Article IX, Section 1, to include the following:

Notwithstanding any other provision contained in Article IX, Section 1, Twin Lakes Custom Homes, Inc., a Florida corporation, or its assigns or appointee shall be the exclusive contractor or builder for all homes and improvements to be constructed on Lots 85 through 114, Twin Lakes Estates Phase III the plat thereof recorded in Plat Book 58, Page 26, Public Records of Lake County, Florida. Twin Lakes Custom Homes, Inc. or its assigns or appointee may, in its sole discretion, waive this restriction, as evidenced by a written waiver recorded in the Pubic Records of Lake County, Florida. This restriction shall run with the land, and be enforceable by Twin Lakes Custom Homes, Inc. and its assigns or appointee.

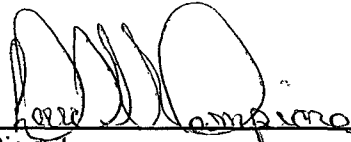
4. Invalidation of any one of the covenants or restrictions or any part, clause or word of this Amendment, or of the application thereof in specific circumstances, by judgment or court order, shall not affect any other provision or application in any other circumstance, all of which shall remain in full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

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

**Second Amendment to Declaration of Restrictions
Page Three**

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

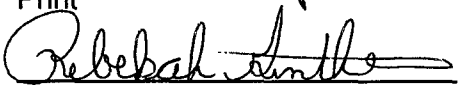
Witnesses:



Signature

David M. Campione

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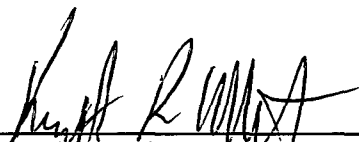


Signature

Rebekah Ginther

Print


Developer: Twin Lakes Reserve & Golf Club, Inc.

By: 

Kenneth R. Whitmarsh, President

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 13th day of April, 2006, 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:

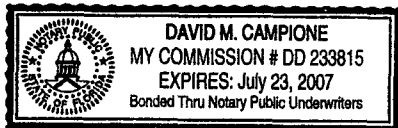


Exhibit "A"
Twin Lakes Estates Phase III

That part of Lots 10, 11, 12, and 13, of Gibson and Gotherman Addition to Altoona, as recorded in Plat Book 1, Page 38, Public Records of Lake County, Florida, said lots being a part of the Northwest 1/4 of Section 6, Township 18 South, Range 27 East, described as follows:

Begin at the intersection of the North line of Lot 10 of Gibson and Gotherman Addition to Altoona and the Westerly right-of-way line of an abandoned railroad, as shown on the State of Florida Department of Transportation right-of-way map Section 11100-2507, dated January 2, 1974, run South 89°12'26" West, along the North line of said Lot 10 a distance of 836 feet, more or less, to a point on the waters of Lake Joseph, said point being designated point "A"; thence return to the point of beginning; thence run South 16°56'10" West, along the aforesaid Westerly right-of-way line of abandoned railroad 1061.96 feet; thence departing said right-of-way line run North 73°03'50" West, a distance of 169.99 feet; thence South 72°15'29" West, a distance of 40.17 feet; thence North 89°28'59" West, a distance of 225 feet, more or less, to the waters of Lake Joseph; thence Northwesterly and Northeasterly along said waters to aforesaid designated point "A".