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LAKE COUNTY
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Prepared by/Return To:
David M. Campione, Esq.
Campione & Vason, P.A.
501 East Fifth Avenue
Mount Dora, Florida 32757
Plat File

Third 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 instruments recorded in (i) Official Records Book 2313, Page 1212, and (ii) Official Records Book 3135, Page 1212, all being recorded in the Public Records of Lake County, Florida (collectively referred to as "Declaration of Restrictions"), which Declaration of Restrictions encumber those certain platted properties comprising Twin Lakes Estates recorded in Plat Book 43, Page 97, Twin Lakes Estates Phase II recorded in Plat Book 49, Page 39, and Twin Lakes Estates Phase III recorded in Plat Book 58, Page 26, all being recorded in the Public Records of Lake County, Florida.

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 amends Article IX, Section 9, as follows:

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Page Two**

Section 9. Occupancy– 55 Years of Age and Older Community. The Properties are designed, operated and maintained for the use and benefit of, and to meet the social and physical needs of persons 55 years of age or older. As such, every person who lives on any Lot or in any improvement located thereon must be an adult. For purposes of this provision, adult shall mean 55 years of age or older, or other person at least 40 years of age sharing a residence with a resident 55 years of age or older.

The Board of Directors shall have the right and authority to waive this restriction for a person who is not 55 years of age or older, or at least 40 years of age or older and residing with a person who is 55 years of age or older, provided that at least 80% of the Lots, including that of the new resident or Lot owners for which this waiver provision applies, are occupied by at least one person 55 years of age or older. The Board of Directors may, from time to time, adopt and publish guidelines or criteria specifying conditions or requirements for granting waivers hereunder, and the decision of the Board of Directors respecting requests for waivers shall be binding and final. It is the stated intention of Developer to protect and preserve the community of persons age 55 years and older, and the Board of Directors may adopt reasonable rules and regulations for the protection and preservation of such a community. Notwithstanding the foregoing, no individual under the age of 18 years shall be permitted to reside or live on any Lot, and the Board of Directors shall neither be permitted to waive nor circumvent such age restriction.

In order to maintain the purpose and intent of preserving and maintaining the Properties as a community of older persons 55 years and older, limitations on the number, age and length of stay of guests and visitors may be imposed by the Board of Directors. All such limitations shall be uniform to the development. Health care providers are exempt from age restrictions. Day care for pre-school or school age children either profit or non-profit is prohibited. Visitors or guests 16 years of age or younger must be supervised by an adult when using recreational facilities. Lot owners are responsible for all acts of their visitors and guests at all times.

2. 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.

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3. 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:

Mary Jane Seward
Signature

MARY JANE SEWARD
Print

David M. Campione
Signature

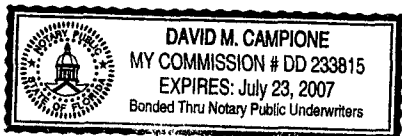
David M. Campione
Print

Developer: Twin Lakes Reserve & Golf Club, Inc.

By: Kenneth R. Whitmarsh
Kenneth R. Whitmarsh, President

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 28th day of July, 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.



David M. Campione
Notary Public
My Commission Expires: