

This Instrument Prepared by and Return to:
Rebekah M. Kurdziel, Esquire
Carla DeLoach Bryant, P.A. *EB*
1206 East Ridgewood Street
Orlando, Florida 32803

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS

On this 14 day of July, 2007, this Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows (referred to as the "Amendment") is entered into by Double MM Development, LLC, a Florida limited liability company (referred to as the "Developer").

RECITALS

- (A). Whereas, Developer is the successor by conversion to the developer under that certain Declaration of Covenants, Conditions and Restrictions of The Meadows dated May 19, 2003, and recorded in Official Records Book 2322, Page 2087, Public Records of Lake County, Florida (referred to as the "Declaration");
- (B). Whereas, Article IX, Section 3(b)(1) of the Declaration provides that Developer shall have the right, in its sole discretion, to amend the Declaration while Developer has complete control of the Association;
- (C). Whereas, Developer exercised its right to amend the Declaration by executing that certain First Amendment To Declaration of Covenants, Conditions and Restrictions of The Meadows, recorded in Official Records Book 2370, Page 194, Public Records of Lake County, Florida;
- (D). Whereas, Developer further exercised its right to amend the Declaration by executing that certain Second Amendment To Declaration of Covenants, Conditions and Restrictions of The Meadows, recorded in Official Records Book 2379, Page 1189, Public Records of Lake County, Florida;
- (E). Whereas, Developer has complete control of the Association; and

(F). Whereas, Developer desires to further exercise its right to amend the Declaration as set forth in this Amendment.

Now, therefore, Developer hereby declares that the Declaration is amended as follows:

(1). Use Restrictions. Article VIII, Section 1 of the Declaration is amended by adding the following to the end of the first paragraph therein:

This Section 1 shall not apply to the Developer, its successors and/or assigns.

(2). Garbage Containers, Oil and Gas Tanks, Air-Conditioners. Article VIII, Section 15 of the Declaration is hereby deleted in its entirety, and the following is hereby substituted therefor:

(a). Except when placed curb-side on or the night before regularly scheduled garbage and trash pick-up days, all garbage and trash containers must be kept in the utility room for each Lot required pursuant to Article VIII, Section 2. Except when placed curb-side for pick-up, as aforesaid, garbage and trash containers and the like shall, in no event, be visible from any adjacent or neighboring Lot, Common Area or public street.

(b). Except for propane tanks attached to portable grills, no storage tanks, including but not limited to, those for water, oil, propane gas or other liquid, fuels or chemicals, including those used for swimming pools or the like, shall be permitted outside of a building on a Lot unless the same shall be underground or placed inside of or behind opaque walls, landscaping screens or similar type enclosures in conformity with applicable laws and the architectural review process of Article V herein. In no event shall any of the same be visible from any adjacent or neighboring Lot, Common Area or public street.

(c). All air-conditioning units shall be shielded and hidden by landscaping so that they are not visible from any adjacent or neighboring Lot, Common Area or public street. No air-conditioning units, either central or wall units, shall be placed on the exterior of a building.

(3). Enforcement. Article IX, Section 1 of the Declaration is hereby deleted in its entirety, and the following is hereby substituted therefor:

- (a). Generally. The Developer, the Association, or any Lot Owner, shall have the right to enforce by judicial proceedings, all restrictions, conditions, covenants, reservations, liens and charges, now or hereafter imposed, by the provisions of this Declaration. Failure by the Developer, Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in an action brought to enforce any provisions of this Declaration shall be entitled to recover attorney's fees for trial and appeal and court costs for the same.
- (b). St. Johns River Water Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the covenants and restrictions of this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.
- (c). Fines against Owners, Guests, and Invitees. Following compliance with the procedures set forth below, the Developer or the Association may levy a fine of one hundred dollars (\$100.00) per violation or per day of a continuing violation of any of the restrictions, conditions, covenants, reservations, or charges herein imposed on any Owner, or his guests or invitees, or both. No fine shall exceed one thousand dollars (\$1,000.00) in the aggregate for a single violation or a continuing violation of the same restriction, condition, covenant, reservation, or charge herein imposed on any Owner, or his guests or invitees, or both. No fine shall become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.
- (d). Suspension of Rights to Common Areas. Following compliance with the procedures set forth below, the Developer or the Association may suspend the rights of an Owner, or his guests or invitees, or both, to use the common areas and facilities so long as the Owner is in violation of any of the restrictions, conditions, covenants, reservations, and charges herein imposed on any Owner, or his guests or invitees, or both. Suspension of an Owner's rights to use of the common areas shall not impair such Owner's, or Owner's tenant(s), to have vehicular and pedestrian ingress to and egress from such Owner's Lot, including, but not limited to, the right to park thereon such Lot.

- (e). Administrative Procedures. Before imposing a fine or suspension, the Developer or Association shall give at least fourteen (14) days' written notice to the person sought to be fined or suspended, and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay assessments or other charges when due.
- (4). Except as amended herein, the Declaration shall remain unmodified.

On this 14 day of July, 2007, Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, signed this Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows in the presence of the following two (2) witnesses:

[Signature]
Witness

[Signature]
Maureen McLay, as Managing Member

LYNN H GARRETT
Printed Name

[Signature]
Witness

Barbara Reddick
Printed Name

STATE OF FLORIDA
COUNTY OF LAKE

On this 16 day of July, 2007, Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, acknowledged this Third Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows before me, and is personally known to me.

[Signature]
Notary Public, State of Florida

