

This instrument prepared by and return to:
Michael A. Ungerbuehler, Esquire
Law Offices of John L. DiMasi, P.A.
801 N. Orange Avenue, Suite 500
Orlando, FL 32801

CFN 2007143690
Bk 03531 Pgs 1727 - 1729 (3pgs)
DATE: 10/29/2007 02:45:46 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 27.00

**FOURTH AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTION OF THE MEADOWS**

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTION OF THE MEADOWS ("Amendment") is made and entered into this 19 day of October 2007, by Double MM Development, LLC, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer is the successor by conversion to the developer under that certain Declaration of Easements, 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 ("Declaration");

WHEREAS, pursuant to Article IX, Section 3(b)(1) of the Declaration, Developer is authorized to amend the Declaration while Developer maintains complete control of the Association;

WHEREAS, Developer maintains complete control of the Association; and

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; 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; and that certain Third Amendment to Declaration of Covenant, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; and

WHEREAS, Developer desires to further exercise its right to amend the Declaration as set forth herein this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Applicability.** The terms, covenants, conditions and requirements of this Amendment shall be retroactively applied from the date of recording the Declaration to all Owners within the Association.

3. **Amendment.** The Developer hereby amends Article IV, Section 7 of the Declaration by deleting such section in its entirety and replacing it with the following:

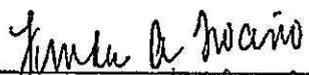
Section 7. Effect of Non-payment of Assessment; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum. In addition, the Association may also charge an administrative late fee in an amount equal to the greater of twenty-five dollars (\$25.00) or five percent (5%) of the amount of each unpaid assessment. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against such Lot. In either event, the non-paying Owner shall be obligated to pay for the unpaid assessments, together with accrued interest, late charges applied, costs of collection and reasonable attorney's fees incurred, whether litigation is instituted or not. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of Common Area or abandonment of his/her Lot.

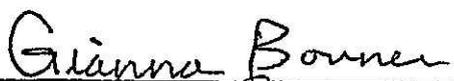
The lien for unpaid assessments shall attach to the respective Lot(s) only from the time of recording a notice of the same in the Public Records of Lake County, Florida, setting forth the Lot(s) Owner(s), amount of assessment and due date. Such notice shall be executed and acknowledged by a duly authorized officer, agent, or attorney of the Association. Unless such notice is Recorded or Lis Pendens filed within five (5) years from recording of such notice, the lien shall lapse and be of no further force and effect whatsoever and the Lot(s) shall be exonerated from such charge and lien as reflected in the notice. The personal obligation for delinquent assessments shall pass to successors in title in accordance with the provisions of Section 720.3085, Florida Statutes. Any lien established hereunder shall be foreclosed in the same manner as a mortgage.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, and/or any amendments thereto, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner

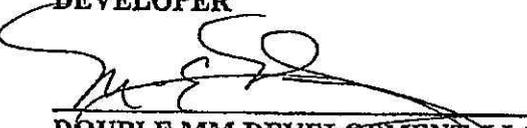
IN WITNESS WHEREOF, Double MM Development, LLC, as Developer, has adopted this Amendment to the Declaration, which said Amendment shall be effective upon recording in the Public Records of Lake County, Florida, and shall be retroactive in application to the date of recording the Declaration, dated this ___ day of October, 2007.

WITNESSES


Print Name: LINDA A TROCINO


Print Name: Gianna Bonner

DEVELOPER


DOUBLE MM DEVELOPMENT, LLC
By: Maureen McLay
As Its: Managing Member

STATE OF FLORIDA)
)
COUNTY OF LAKE)

SWORN TO AND SUBSCRIBED before me this 19 day of October, 2007,
by Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, who
produced DL-LLC as identification or who is personally known to me, and who
did not take an oath.

Linda A Trocino
Notary Public
My Commission Expires: _____

