

(P) This instrument prepared by and return to:
Timothy P. Hoban, Esquire
Timothy P. Hoban, P.A.
2752 Dora Avenue
Tavares, FL 32778

NOTE: This amendment was deleted in its entirety and replaced by Seventh Amendment recorded April 20, 2010.

**FIFTH AMENDMENT
TO
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS, AND RESTRICTIONS OF THE MEADOWS**

THIS FIFTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS OF THE MEADOWS ("Amendment") is made and entered into this 2nd day of February 2008, 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 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 Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3477, Page 286, Public Records of Lake County, Florida; and that certain Fourth Amendment to Declaration of Covenants, Conditions, and Restrictions of The Meadows, recorded in Official Records Book 3531, Page 1727, Public Records of Lake County, Florida.

WHEREAS, Developer desires to further exercise the 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 goods 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 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.** Article V, Section 5 of the Declaration is hereby created by adding the following:

Section 5. Vacant Lots - Construction Standards and Time Deadlines. This Article V, Section 5 shall only apply to an Owner who buys a vacant Lot. Once an Owner puts a Manufactured Home on a Lot AND the Manufactured Home and Lot are in full compliance with this Article V, Section 5, THEN this Article V, Section 5 shall no longer apply to the Lot.

- A. Owner shall commence construction of a Manufactured Home on the Lot within One (1) year from the date that the Deed is recorded in the Public Records of Lake County, Florida. Construction of the Manufactured Home shall be completed within one (1) month after commencement of construction. Completion of construction shall be evidenced by the issuance of a certificate of occupancy from the local government agency having jurisdiction.
- B. Owner shall obtain written approval from the MEADOWS of Astatula Homeowners Association **PRIOR** to starting construction.
- C. Owner shall pay a water and sewer connection fee on the date that the lot is purchased. Starting on the date that the lot is purchased, Owner shall pay Association assessments.
- D. Owner shall construct the following:
 1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
 2. All Manufactured Homes must be double wide Manufactured Homes. Single Wide Manufactured Homes are prohibited.
 3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
 4. A minimum 24 gauge aluminum carport awning. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.

5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window. The lap siding on the shed must be the same as the lap siding on the Manufactured Home. The Shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
6. Minimum 12 by 20 foot screen room. The screen room must be located next to the shed and under the carport awning.
7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
9. Saint Augustine sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
11. Vinyl skirting, on all four (4) sides, white in color.
12. Steps, fiberglass or wooden, with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
14. Clearing, scraping, and filling lot prior to starting construction.
15. Plumbing from right-of-way to Manufactured Home.

E. Owner must use a licensed contractor to construct the items in Section D. Owner is prohibited from being an "owner-builder".

4. **Amendment.** Article VI, Section 6 of the Declaration is hereby created by adding the following:

Section 6. Non-Vacant Lots - Construction Standards and Time Deadlines. This Article V, Section 6 shall only apply to an Owner who desires to initiate construction on a Lot AND is required to obtain Approval of Plans pursuant to Article V, Section 1.

- A. Owner shall commence construction within sixty (60) days from the date that the Association grants approval of the Owner's Plans pursuant to Article V, Section 1. Construction shall be completed within one (1) month after commencement of construction. If a Building Permit is required, then completion of construction shall be evidenced by the issuance of a certificate of occupancy or certification of completion from the local government agency having jurisdiction.
- B. Any Plans approved, pursuant to Article V, Section 1, shall require the Owner to construct (if not already constructed) the following:

1. Central heat and air conditioner unit placed at the rear of the Manufactured Home.
2. All Manufactured Homes must be double wide Manufactured Homes. Single Wide Manufactured Homes are prohibited.
3. Concrete driveway that is a minimum of 12 foot wide. The driveway shall start at the curb and end at the rear of the Manufactured Home. The driveway shall not go past the rear of the Manufactured Home.
4. A minimum 24 gauge aluminum carport awning. The carport awning must equal the length of the front of the Manufactured Home and the width of the driveway.
5. Minimum 12 by 12 foot wall shed with a minimum one (1) door and minimum one (1) window. The lap siding on the shed must be the same as the lap siding on the Manufactured Home. The Shed shall be placed at the end of the concrete driveway and located furthest away from the street. The shed must be under the carport awning.
6. Minimum 12 by 20 foot screen room. The screen room must be located next to the shed and under the carport awning.
7. Concrete sidewalk: 4 foot wide Lot frontage sidewalk. For corner Lots, the sidewalk must be constructed on the two sides fronting on a road.
8. Irrigation system, with time clock, rain sensor, back flow preventers, and 1" meter installed to the system.
9. Saint Augustine sod installed on the entire Lot that is not covered by the improvements. The sod shall also cover the land between the front Lot line and the street pavement.
10. Landscaping package to be installed with minimum 3 gallon plants and irrigation system. A minimum of 2 trees to be planted on the Lot. Plants must shield air conditioner.
11. Vinyl skirting, on all four (4) sides, white in color.
12. Steps, fiberglass or wooden, with landing and handrails at all entrances, that adhere to the Southern Building Code, as amended.
13. Electrical connection from right-of-way to Manufactured Home and air-conditioner.
14. Clearing, scraping, and filling lot prior to starting construction.
15. Plumbing from right-of-way to Manufactured Home.

C. Owner must use a licensed contractor to construct the items in Section B. Owner is prohibited from being an "owner-builder".

5. **Amendment.** Article VI, Section 7 of the Declaration is hereby created by adding the following:

Section 7. Hurricane, Fire or other Natural Disaster. If a Manufactured Home or accessory structure is damaged or destroyed by a hurricane, fire or other natural disaster, then the Owner shall have no more that six (6) months to obtain the Association's approval of the Owner's Plans pursuant to Article V, Section 1, and shall adhere to Article VI, Section 6.

6. **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 29th day of February, 2008.

WITNESSES

DEVELOPER
DOUBLE MM DEVELOPMENT, LLC

Jody McQuain
Print Name: Jody McQuain

By: Maureen McLay
Maureen McLay
As Its: Managing Member

Bly J. Lucas
Print Name: Bly J. Lucas

STATE OF FLORIDA)
)
COUNTY OF LAKE)

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2008, by Maureen McLay, as Managing Member of Double MM Development, LLC, as Developer, who produced _____ as identification or who is personally known to me, and who did not take an oath.

Bly J. Lucas
Notary Public

