

CFN 2007008468
Bk 03351 Pgs 1176 - 1177; (2pgs)
DATE: 01/18/2007 03:38:58 PM
JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

PREPARED BY AND RETURN TO:

Jimmy D. Crawford, Esquire
GrayRobinson, P.A.
1635 East State Road 50, Suite 300
Clermont, FL 34711

SECOND AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
GRASS ROOTS AIRPARK RESIDENTIAL SUBDIVISION

THIS SECOND AMENDMENT is made and entered into on this 12 day of January, 2007, by GRASS ROOTS AIRPARK DEVELOPMENT, INC., a Florida corporation (hereinafter referred to as the Declarant).

WITNESSETH:

WHEREAS, the Declaration of Easements, Covenants, Conditions and Restrictions for Grass Roots Airpark Residential Subdivision, dated December 13, 2004, was recorded at O. R. Book 1644, Pages 2356-2394 of the Public Records of Lake County, Florida ("the Declaration"); and

WHEREAS, the Declaration was subsequently amended to correct an error in the legal description, said First Amendment recorded at OR Book 2834, Pages 1803-1809, Public Records of Lake County, Florida; and

WHEREAS, the Declaration provides that the Declaration may be amended in accordance with the provisions therein; and

WHEREAS, a vote of Association Members was taken, consistent with Article XI, Section 2 of the Declaration, to consider this Second Amendment, and such vote passed by a count of 25 to 0.

NOW THEREFORE, the Declaration is amended as follows:

1. **Article II, Section 1.D.(3) is amended to read:** Tract "C" includes Grass Roots Road with the adjacent landscape area. No built structures are included. The Lots are owned and maintained by individual Lot Owners. Grass Roots Road and the adjacent landscape buffer are owned and maintained by the Association. A drainage/utility easement is established on the east 40 feet of each Lot. This easement is managed and maintained by the Association. The Declarant and/or airpark manager will have access rights to this easement and the Association

common areas for inspections, improvement and maintenance purposes. Except for the limited rights granted to Grass Roots Estates herein, public or private ingress/egress rights of way or easements may not be granted to others either by the Association or by individual Lot Owners. Except for the limited rights granted to Grass Roots Estates herein, Grass Roots Road is private and shall serve Grass Roots Airpark only. Except for the limited rights granted to Grass Roots Estates herein, Grass Roots Road may not be extended to or rights of ingress/egress granted to adjacent properties.

Grass Roots Estates is a 14-lot subdivision of approximately 73 acres abutting Grass Roots Airpark to the west. Grass Roots Estates shall be allowed to access Grass Roots Road. All Grass Roots Estates homes accessing Grass Roots Road shall: (1) be constructed substantially in accordance with the Architectural Guidelines for Grass Roots Airpark, (2) share in the maintenance costs of Grass Roots Road on a pro-rata lot basis, and (3) contribute upon initial sale an initial assessment of one thousand dollars (\$1000.00) to the Grass Roots Road maintenance reserve.

Grass Roots Estates shall be constructed substantially in accordance with the Preliminary Plat attached as Exhibit "A" to this Second Amendment.

Except to the extent modified herein, all other terms and conditions of the Declaration and First Amendment remain in full force and effect and unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

Signed, sealed and delivered
in the presence of:

"DECLARANT"

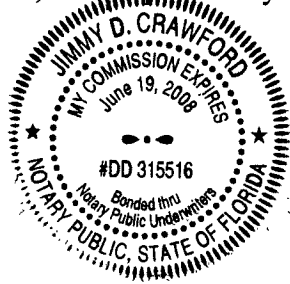

Printed Name: Jimmy D. Crawford

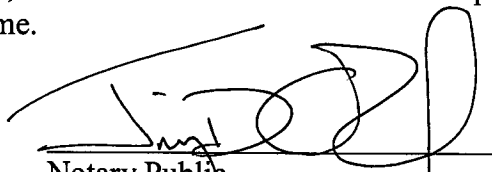

Printed Name: JOANN Gerkey

BY 
DAVID CLARENCE GAY
President of Grass Roots Airpark
Development, Inc.
808 W. New Hampshire Street
Orlando, Florida 32804

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 12 day of January, 2007, by DAVID CLARENCE GAY, as President of Grass Roots Airpark Development, Inc., who is personally known to me.




Notary Public
My Commission Expires:

3030 v3