

PREPARED BY AND RETURN TO:  
Derck Kurtz, Esq.  
Jordan  
1100 Town Plaza Court, Suite 2010  
Winter Springs, FL 32708

**AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
POITRAS ESTATES**

**THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR POITRAS ESTATES** (this "Amendment") is made this 25<sup>th</sup> day of February, 2005, by **TWENTY SEVEN, LLC**, a Florida limited liability company ("Declarant"), whose address is 1100 Town Plaza Court, Suite 2010, Winter Springs, Florida 32708.

**RECITALS:**

A. Declarant owns all of the real property described on the plat of POITRAS ESTATES as recorded in Plat Book 129, Page 21 of the Public Records of Polk County, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property").

B. Declarant recorded that Declaration of Covenants, Conditions and Restrictions for Poitras Estates on February 4, 2004 in Official Records Book 6076, Pages 145-200, of the Public Records of Polk County, Florida (the "Declaration").

C. Pursuant to Article XI of the Declaration, Declarant has the right to amend the Declaration without any approval or consent of the Association or any other Owners (all as defined in the Declaration).

D. Declarant hereby desires to amend Article VI, Section 5 of the Declaration.

**DECLARATIONS:**

1. The second sentence of Article VI, Section 5 of the Declaration is hereby deleted in its entirety and replaced with the following second sentence:

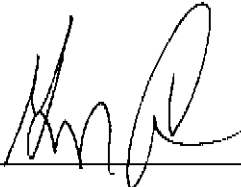
"The annual assessment for the Property for the calendar year 2005 shall be One Thousand Six Hundred Fifty and 00/100 Dollars (\$1,650.00) per Lot."

IN WITNESS WHEREOF, the Declarant has executed this Amendment on the day and year first above written.

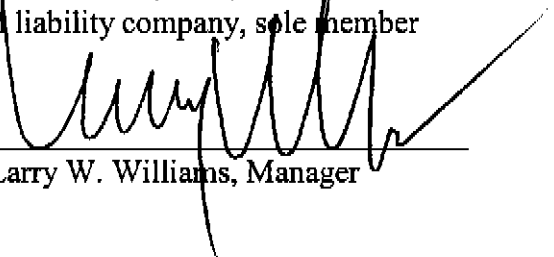
**DECLARANT:**

Signed, sealed and delivered in the presence of:

**TWENTY SEVEN, LLC**, a Florida limited liability company

  
\_\_\_\_\_

By: Jordan Edventures, LLC, a Florida limited liability company, sole member

  
By: \_\_\_\_\_

Larry W. Williams, Manager

Print: Gregory Lee  
\_\_\_\_\_

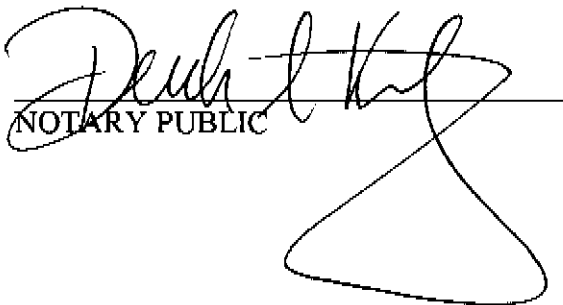
  
\_\_\_\_\_

Print: Derek A. Kutz  
\_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2005 by Larry W. Williams, as Manager of Jordan Edventures, LLC, a Florida limited liability company, sole member of **TWENTY SEVEN, LLC**, a Florida limited liability company, on behalf of the limited liability companies. He is personally known to me.

  
\_\_\_\_\_  
NOTARY PUBLIC

(NOTARY STAMP)

**EXHIBIT "A"**

**PROPERTY**

A portion of Section 11, Township 25 South, Range 26 East, Polk County, Florida, being more particularly described as follows:

Commence at the southeast corner of the northeast 1/4 of the southwest 1/4 of said Section 11; thence run North 88 degrees 50 minutes 27 seconds East, along the north right of way line of Poitras Road One, as recorded in Official Records Book 5536, Page 1642 of the public records of Polk County, Florida, a distance of 70.54 feet; thence run North 00 degrees 16 minutes 07 seconds East, along said north right of way line, a distance of 39.38 feet; thence run North 88 degrees 47 minutes 73 seconds East, along said north right of way line, a distance of 1250.24 feet to the Point of Beginning; thence run North 00 degrees 07 minutes 51 seconds East, a distance of 1251.15 feet; thence run South 89 degrees 50 minutes 41 seconds East, a distance of 1320.34 feet; thence run South 00 degrees 07 minutes 23 seconds West, a distance of 1256.95 feet to said north right of way line of Poitras Road One; thence run North 89 degrees 35 minutes 35 seconds West along said north right of line a distance of 1320.52 feet to the Point of Beginning.

**JOINER AND CONSENT BY MORTGAGEE**

KNOW ALL MEN BY THESE PRESENTS:

THAT PEOPLES FIRST COMMUNITY BANK (the "Mortgagee"), whose address is 1022 West 23<sup>rd</sup> Street, 6<sup>th</sup> Floor, Panama City, Florida 32405, the owner and holder of that certain Mortgage and Security Agreement recorded December 11, 2002 in Official Records Book 05197, Page 2138, Public Records of Polk County, Florida (the "Mortgage"), encumbering the Property described in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for POITRAS ESTATES (the "Amendment"), by the execution hereof, hereby joins into and consents to the placing of the Amendment on the Property described in **Exhibit "A"** to the Amendment, and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to the Amendment as if the Amendment had been executed and recorded prior to execution, delivery or recordation of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent by Mortgagee this 25<sup>th</sup> day of FEBRUARY, 2005.

Signed, sealed and delivered in the presence of:

**MORTGAGEE:**

**PEOPLES FIRST COMMUNITY BANK**

By: Norman P. Thompson Jr.

Print Name: NORMAN P. THOMPSON JR.

Title: SENIOR VICE PRESIDENT

Date: FEB 25, 2005

(CORPORATE SEAL)

Judy A. Bowers

Print: JUDY A. BOWERS

Dick A. Kelly

Print: DICK A. KELLY

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

THE FOREGOING INSTRUMENT was acknowledged before me this 25 day of FEBRUARY, 2005 by NORMAN P THOMPSON JR. the SENIOR VICE PRES. of **PEOPLES FIRST COMMUNITY BANK**, on behalf of said bank. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

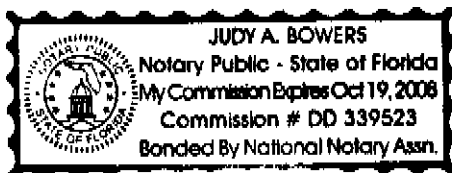
Judy A. Bowers

Name: JUDY A. BOWERS

Title: Notary Public

My Commission Expires: \_\_\_\_\_

(NOTARY STAMP)



**JOINDER AND CONSENT BY MORTGAGEE**

KNOW ALL MEN BY THESE PRESENTS:

THAT MARONDA HOMES, INC. OF FLORIDA (the "Mortgagee"), whose address is 411 Central Park Drive, Sanford, Florida 32771, the owner and holder of that certain Second Mortgage and Security Agreement recorded April 5, 2004 in Official Records Book 5727, Page 1419, Public Records of Polk County, Florida (the "Mortgage"), encumbering the Property described in the foregoing Amendment to Declaration of Covenants, Conditions and Restrictions for POITRAS ESTATES (the "Amendment"), by the execution hereof, hereby joins into and consents to the placing of the Amendment on the Property described in Exhibit "A" to the Amendment, and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to the Amendment as if the Amendment had been executed and recorded prior to execution, delivery or recordation of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent by Mortgagee this 11 day of FEBRUARY, 2005.

Signed, sealed and delivered in the presence of:

**MORTGAGEE:**

**MARONDA HOMES, INC. OF FLORIDA, a Florida corporation**

Evelyn West

Print: Evelyn West

William W. Berryhill

Print: William W. Berryhill

By: [Signature]

Print Name: Billy Rousch

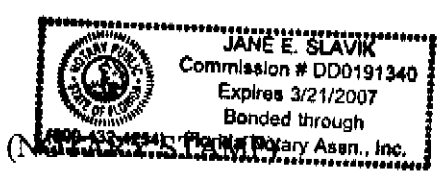
Title: VICE-PRESIDENT

Date: FEBRUARY 11, 2005

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF Seminole )

THE FOREGOING INSTRUMENT was acknowledged before me this 11 day of February, 2005 by Billy Rousch, the Vice President of MARONDA HOMES, INC. OF FLORIDA, a Florida corporation, on behalf of said corporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.



Name: Jane E Slavik  
Title: Notary Public  
My Commission Expires: 3/21/2007