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JAMES C. WATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 18.50

Prepared by and Return to:
Anita R. Geraci, Esq.
GrayRobinson, P.A.
1635 E. Highway 50, Suite 300
Clermont, Florida 34711

**THIRD AMENDMENT TO
DECLARATION OF EASEMENT, COVENANTS,
CONDITIONS AND RESTRICTIONS FOR CLERMONT YACHT CLUB**

THIS THIRD AMENDMENT is made and entered into on this 8th day of August, 2006, by the owners of the Clermont Yacht Club Homeowner's Association, Inc., a Florida corporation (hereinafter "OWNERS").

W I T N E S S E T H:

WHEREAS, on September 14, 2000, the Declarant, Philip Edgington and Andrea Edgington, recorded the Declaration of Easement, Covenants, Conditions and Restrictions for Clermont Yacht Club, in Official Records Book 1860, Page 1895, Public Records of Lake County, Florida.

WHEREAS, on May 2, 2003, the Declarant recorded a First Amended Declaration of Easements, Covenants, Conditions and Restrictions for Clermont Yacht Club, in Official Records Book 2311, Page 24, Public Records of Lake County, Florida.

WHEREAS, the Declaration provides that the Declaration may be amended during the first twenty year period by a vote of seventy-five percent (75%) of the Owners in accordance with the provisions therein.

WHEREAS, on February 13, 2006, a duly noticed meeting of Owners was held, and a minimum of 75% of the votes being cast by the Owners approved the amendment as set forth in the Second Amendment to Declaration of Easement, Covenants, Conditions and Restrictions for Clermont Yacht Club recorded on July 26, 2006, in Official Records Book 3220, Page 1570, Public Records of Lake County, Florida.

WHEREAS, a typographical error appears in the Second Amendment which needs to be corrected in order to fulfill the intent of the Owners' vote at the February 13, 2006, duly noticed meeting.

NOW THEREFORE, Owners desire to amend the Second Amendment to Declaration of Easement, Covenants, Conditions and Restrictions for Clermont Yacht Club as follows:

1. ARTICLE II, Section 3 is not deleted.

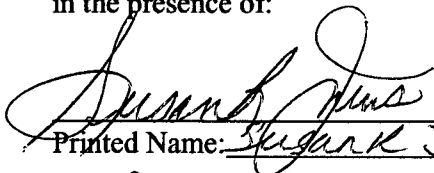
2. ARTICLE II, Section 2 of the First Amendment to Declaration of Easement, Covenants, Conditions and Restrictions for Clermont Yacht Club is hereby deleted and the following is inserted in its place:

Section 2. Damage or Destruction of Limited Common Area by Owner. In the event any part of the Limited Common Area is damaged or destroyed by an Owner or any of its guests, tenants, licensees, agents or members of its family, such Owner does hereby authorize the Association to repair the damaged area at the Owner's expense. The Association shall repair the damaged area, adhering to sound construction safety practices and in conformance with the latest approved construction and/or building plans. The cost of the repairs shall be deemed a special assessment against the Owner due and payable upon being assessed against the Owner and in the event such special assessment is not paid when due, the Association shall have the right to place a lien on the Owner's Lot for payment of the assessments and to otherwise proceed to collect same in accordance with Florida law. Enforcement of any assessment lien against an Owner shall be consistent with the enforcement of these covenants and restrictions as set forth herein.

3. Except to the extent modified herein, all other terms and conditions of the Declaration and amendments thereto 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:


Printed Name: Sugark Japans

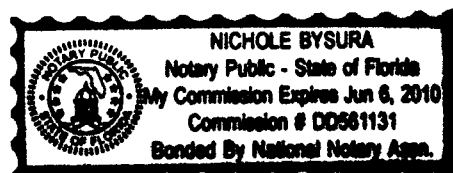

Printed Name: T. SCOTT CARLIN

CLERMONT YACHT CLUB
HOMEOWNER'S ASSOCIATION,
INC.

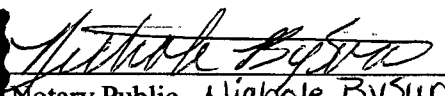

Phillip A. Edgington, President

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 8th day of August, 2006, by Phillip A. Edgington, as President of Clermont Yacht Club Homeowner's Association, Inc., a Florida corporation, who is personally known to me.



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Notary Public Nichole BySura
My Commission Expires: June 6, 2010