

**AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
TURKEY CREEK SUBDIVISION**

This amended and restated declaration (hereinafter the "Declaration") is made has been adopted this 25th day of February, 1993, by William E. Evans 2nd day of April, 2022, by the required number of owners of the individual lots of Evans Turkey Creek Subdivision (hereinafter the "Declarant"), owners of all the rights, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" (hereinafter the "Property") and by reference made a part hereof. This Amended and Restated Master Declaration amends and restates the Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision recorded in the Public Records of Polk County, Florida on February 25, 1993, OR Book 3205, Page 1752 and as amended on August 9, 1995, OR Book 3563, Page 1526, and on July 23, 1998, OR Book 4065, Page 1210 and on March 19, 2002, OR Book 4955, Page 0979.

WITNESSETH:

Whereas, Declarant and its predecessors previously placed certain covenants and restrictions upon certain real property being, lying and situated in Polk County, Florida, and

Whereas, the Association is now controlled by the homeowners, and is engaged in the management of the residential community on the subject real property to be known as "Turkey Creek", hereinafter referred to as "Turkey Creek" or the "Development" or the "Community", and

Whereas, the members of the Association have adopted these amended and restated restrictions to protect, maintain and preserve the design, integrity, tranquility, desirability, value and amenities of the Community;

Now, therefore, declarant hereby declares that all of the Property described above, and any additional property which may by subsequent amendment be added to and subjected to this Declaration, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which ~~are for the purpose of protecting the value and desirability of, and which~~ shall run with the Property and be binding on all parties having any right, title and interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, except as provided below.

ARTICLE I

Definitions

Section 1: "Association" shall mean and refer to Evans Turkey Creek Homeowners Association, Inc., a Florida corporation not for profit, its successors and assigns. The "Board of Directors" of the Association shall be the elected body having its normal meaning under Florida corporation law.

Section 2: "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including



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contract sellers, but excluding those having such interest merely as security for the performance of any obligation. The term "Owner" shall also include the Declarant.

Section 3: "Property" or "Properties" shall mean and refer to that certain real property described above, ~~and such additions thereto as may hereafter be subject to the Declaration pursuant to article II, section 3 below.~~

Section 4: "Common Area" shall mean all real property (including improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5: "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property, with the exception of the Common area.

Section 6: "Declarant" shall mean and refer to ~~William E. Evans and his~~ the Board of Directors of Evans Turkey Creek Homeowners Association, Inc., its successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the declarant for the purpose of development, and notice of such transfer is made in writing from William E. Evans to the Association.

Section 7: "SWFWMD" shall mean and refer to the Southwest Florida Water Management District.

Section 8: A. C. C. shall mean and refer to the Architectural Control Committee as established by Article VI hereof.

ARTICLE II

Property Rights

Section 1: Owners' Easement of Enjoyment. Every Owner shall have a non-exclusive right and easement of ingress and egress, use and enjoyment in and to the Common Area hereof which shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- (a) The right of the association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common area; and
- (b) The right of the Association to suspend the ~~voting rights and~~ right to the use of the recreational facilities by an Owner for any period during which any assessment against his/her Lot is more than 90 days delinquent, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by seventy-five percent (75%) ~~of each class of the~~ members has been recorded.

Section 2: Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the Property.

~~Section 3: Additional Lands. All or portions of any adjoining land owned by Declarant may be unilaterally annexed by the Declarant and made subject to this Declaration, without the consent of members of the Association, within fifteen (15) years from the date hereof. Annexations contemplated by declarant shall become effective upon the recording of a supplementary declaration in the public records of Polk County, Florida. Should the Declarant,~~

~~in his sole discretion, determine not to annex additional lands as provided, the general plan of development shall not bind the Declarant to make any additions contemplated or to adhere to this plan in the subsequent development of any adjoining lands. If Declarant annexes additional lands, the Owners of Lots in the adjoining lands shall become Class "A" members of this association and the annexed lands shall be subject to the terms and conditions contained herein.~~

~~Section 4: Acquisition of additional Common Area. Declarant may convey to the association additional real estate, improved or unimproved, located within the property, including the additional lands described above, which upon conveyance or dedication shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the use and benefit of all its members.~~

~~Section 5: Amendment. This Article II shall not be amended without the written consent of the Declarant so long as the Declarant owns any of the Property.~~

~~Section 6: Use of Common Area for Additional Lands. Upon conveyance of the Common Area to the Association, the Declarant or his successor may reserve for the benefit of Lot Owners included within additional lands annexed pursuant to Article II, Section 3 above, the right to utilize such Common Area for all reasonable purposes, specifically, without limitation, any retention area contained within the Common Area may serve as a retention area for the additional lands.~~

ARTICLE III

Membership and Voting Rights

Section 1: Every owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

~~Section 2: The Association shall have the following two classes of voting membership:~~

~~Class A. Class A members shall be all All owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as the Owner(s) of each Lot shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot at any meeting of the Association.~~

~~Class B. Class B members shall consist of the declarant and his successors and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:~~

- ~~(a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or~~
- ~~(b) On December 31, 2003; or~~
- ~~(c) When Declarant, in his sole discretion, so determines.~~

ARTICLE IV

Rights and Obligations of the Association

Section 1: Common Area. The Association, subject to rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area (which includes the surface water management system and all drainage easements) and

all improvements thereon (including furnishings and equipment related thereto, if any), and shall keep such Common Area well maintained, in good, clean, attractive and sanitary condition, order and repair, pursuant to the terms and conditions of this Declaration and the Bylaws of the Association.

Section 2: Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association may determine to be necessary or desirable for the proper operation of the Common Area, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with its operations or the enforcement of this Declaration.

Section 3: Personal Property and Real Property for Common Area. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property. ~~The Board of Directors, acting on behalf of the Association, shall accept any real or personal property, leasehold or other property interests located within the Properties conveyed to it by the Declarant.~~

Section 4: Implied rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5: Rules and Regulations. The Board of Directors of the Association may, from time to time, adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Common Areas and the Lots as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

ARTICLE V

Covenant for Maintenance Assessments

Section 1: Creation of the Lien and Personal Obligation of Assessments. ~~The Declarant, for each Lot owned within the Properties, hereby covenants and~~ Each Record Owner of any Lot, including but not limited to, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the Association: (1) annual assessment or charges; and (2) special assessments for capital improvements, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when assessment fell due. A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. ~~The personal obligation for delinquent assessments shall not pass to his successors in the title unless expressly assumed by them.~~

Section 2: Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvements and maintenance of the common Area. Without limitation, the

assessments shall also be used to maintain the landscaping, retention areas, surface water management systems, and other improvements on the ~~boulevards~~ roadway, entrances, ~~medians~~ and other dedicated areas within the Properties, if necessary. The Association may, but shall not be obligated to, use assessments to improve and maintain property adjacent to the Common Area or the Property in order to improve or maintain the property values within the Property.

Section 3: ~~Maximum Annual Assessments and Declarant Obligations to Pay Assessments.~~

- (a) ~~The initial maximum annual assessments against Owners other than Declarant shall be One Hundred Twenty Dollars (\$120.00) set by the Board of Directors and presented to the Members of the Association at the Annual Meeting per Lot. Declarant shall not be responsible to pay any assessment for Lots owned by Declarant until seventy five percent (75%) of the Lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy five percent (75%) of the Lots by Declarant, Declarant shall commence paying an annual assessment for each Lot then owned by Declarant. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from Owners other than Declarant. Any difference in the amount of total expenses of the Association and the amount collected from Owners other than Declarant shall be paid by Declarant so long as Declarant is not paying assessments for Lots owned by Declarant. There shall be no special assessments for capital improvements until Declarant begins paying assessments for Lots owned by declarant. At any time, Declarant may elect to pay assessments for each Lot owned by declarant rather than pay the difference between the amount collected by the Association and the total expenses of the association.~~

Section 4: Computation of Assessment. It shall be the duty of the Board of Directors of the Association to prepare a budget covering estimated costs of operating the Association during the coming year, which budget shall include a capital contribution or reserve in accordance with a capital budget separately prepared. The budget shall become effective unless disapproved at a meeting by the majority of the Owners. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget, or the Board of Directors fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 5: Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two thirds (2/3) of the votes of ~~each class of~~ the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 6: Notice and Quorum for Any Action Authorized Under Section 3 and 5. Written notice of any meeting called for the purpose of taking any action authorized under

Sections 3 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a ~~majority of all votes of all classes of membership~~ shall constitute a quorum.

Section 7: Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and ~~may be collected on a monthly basis~~ shall be collected on an annual, quarterly or monthly basis as determined by the Board of Directors. An individual lot owner may choose to make semiannual installments which may be subject to a convenience fee as established by the Board of Directors. Owners may arrange for a monthly payment schedule to remedy a delinquent account.

Section 8: ~~Date of Commencement of Annual Assessments:~~ Due Dates. The annual assessments provided for herein shall ~~commence as to all Lots on the first day of the month following the conveyance of the common Area~~ correspond to each calendar year, and shall be due thirty (30) days after the annual meeting. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every Owner subject therein. The assessment rate shall be approved by a majority vote of the members present or represented by proxy at the annual meeting, and shall remain in effect until a change is approved by a majority vote at a duly called meeting of the Association. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 9: Effect of Non-Payment of Assessments: Remedies of the Association. Any assessment not paid within ~~thirty sixty (30) (60)~~ days after the due date shall bear interest from the due date at the rate of ~~fifteen one and one-half percent (15) (1.5%)~~ per annum month. Assessments not paid within 30 days of the due date shall be subject to a late fee as may be set by the Board of Directors. The Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. All payments shall be applied first to ~~costs and attorney's fees, then to late charges, then to interest, then to delinquent assessments, then to any unpaid installments of the annual assessment or special assessments which are not the subject matter of suit in order of their coming due, and then to any unpaid installments of the annual assessment or special assessments which are the subject matter of suit in the order of their coming due~~ any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

Section 10: Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. ~~However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien by such sale or transfer.~~ No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 11: Mortgagees. Mortgagees are not required to collect assessments.

ARTICLE VI

Architectural Control

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) there in be made until the plans and specifications showing the nature, kind, shape, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Control Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted the Owner shall, upon demand of the Association or A.C.C., cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs for removal or restoration, including all costs and reasonable attorneys' fees incurred by the Association or A.C.C. The costs shall be deemed a Special Assessment and enforceable pursuant to the provisions of this Declaration. The A.C.C. and/or Association is specifically empowered to enforce the Architectural Control provisions of this Declaration by any legal or equitable remedy.

ARTICLE VII

Use Restrictions

Section 1: Violation. If any person claiming by, through or under Declarant, or his successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including actions to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other moneys for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorney's fees. Invalidation of any of these covenants by judgment of court order shall in no manner affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 2: Residential Lots. All Lots included within the real estate to which these restrictions pertain shall be used as residential Lots. All Lots are restricted to one (1) single family site-built dwelling unit (no mobile or modular homes) that shall not contain less than a minimum of ~~One~~ Two Thousand ~~Four~~ One Hundred ~~(1,400~~ 2,100) square feet of air-conditioned living area, and a minimum attached two (2) car garage with either a side or rear entrance. Each dwelling unit shall face Evans Ranch Road. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches and covered

walkways, breezeways and approaches. All construction shall be of new materials with the exterior of either concrete block, brick, wood or aluminum or vinyl siding. The owner of each lot shall be responsible for any damage to the roadway directly in front of the lot that occurs during the construction process.

Section 3: Setback. No building shall be located upon any residential building Lot which is not in compliance with the setback requirements approved for the Property by the governmental entity having jurisdiction for the Property. Furthermore, the Declarant hereby establishes a minimum front building setback line of seventy (70) feet and a side setback line of forty (40) feet from each lot line of the Platted Lots, except lots 40 and 41, as originally platted, shall be allowed a side setback of thirty (30) feet from each lot line. Where two or more Platted Lots are combined into a single Homesite, the building setback shall be measured from the perimeter of such combined Homesite.

Section 4: No Offensive Activity. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which constitutes a public nuisance.

Section 5: ~~No Temporary Structures and Improvements.~~ Unless otherwise specifically allowed or permitted under these covenants, no structures including but not limited to a trailer, basement, tent, shack, garage, barn, shed, toolhouse or other outbuilding shall at any time be placed temporarily or permanently upon the Property, nor shall any Property improvements be made to said Property until and unless such Owner shall first obtain the written approval of the Architectural Control Committee. All auxiliary structures or improvements on a Property may be built or set up concurrently with construction of a new residence if the original application to the Architectural Control Committee included such structures or improvements. All other instances shall require a separate written approval by the Architectural Control Committee. This section shall not apply to structures or amenities such as bounce houses, slides, inflatables, party tents, or the like, which shall be allowed on a Lot for a maximum of 72 hours.

Section 6: SWFWMD Specific conditions. All Lots abutting wet detention ponds are subject to the following restrictions:

- (a) It is the Lot Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the wet retention ponds abutting their Property. Removal includes dredging, the application of herbicide, and cutting. Lot Owners should address any question regarding authorized activities within the wet retention pond to SWFWMD, Permitting Department.
- (b) No Owner of Property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SWFWMD pursuant to chapter 10D-4.

~~Section 7: Septic Tank Conditions. All Lots shall be subject to the following restriction:~~

- ~~(a) All septic tanks and all drainfields shall be setback a minimum of seventy five (75) feet from the furthest upland extent of any wetland, using the wetland boundary designated on Sheets 11 of 15 and 12 of 15 of the Road and roadway Drainage Construction Plans approved on March 13, 1992 by Ramon Monreal, P.E., Polk County.~~

~~(b) For lots with soils beneath the proposed drainfield which are rated as having slight, moderate, or severe limitations for septic tank absorption fields based on U.S.D.A. soil classifications as described in rule 10D-6 F.A.C., the septic tank system shall be constructed in the following manner:~~

~~(1) If the soils in which the septic tank will be located have only slight to moderate limitations for septic tank absorption fields then the septic tank shall be two sizes larger than the size required by Table III in rule 10D-6.048, F.A.C. For example, if Table III requires a 900-gallon tank as the standard for the proposed unit, then a 1200-gallon tank shall be required; or if a 1050-gallon tank is the standard, then a 1400-gallon tank shall be required. The size of the absorption area shall be based upon estimated sewage flows pursuant to Rule 10D-6, Florida Administration Code.~~

~~(2) If the soils in which the septic tank will be located have severe limitations for septic tank absorption fields, then dual septic tanks shall be required. The primary tank shall be the standard size required by Rule 10D-6, F.A.C., for the proposed unit.~~

~~The secondary tank shall be connected in series to the primary unit, and shall have an effective capacity of 900 gallons. The size of the drainfield absorption area shall be based upon estimated sewage flows pursuant to rule 10d-6, Florida Administrative Code.~~

~~(c) At least once every three years, the Lot owner shall have all septic tanks cleaned and inspected by a registered or licensed septic tank contractor. The contractor shall certify to the Polk county Public Health unit that the septic tank has been cleaned, that the mound, drainfield, and septic tank system are in good working order and in compliance with the standards of Chapter 10d-6, Florida Administrative Code, and the standards described in paragraph 7(a) and 7(b) above. The Lot owner shall make all repairs that are necessary to obtain the certification.~~

~~(d) These Restrictive covenants shall run in favor of, and be enforceable by, the Homeowner's Association, and Lot owner, Polk County, and the Department of Community Affairs.~~

~~(e) At such time as the Polk County Board of county Commissioners adopts a septic tank maintenance and inspection ordinance which is approved by the Department of Community Affairs pursuant to section 380.05, Florida Statutes, the provisions of the ordinance shall replace the requirements of this section.~~

Section 8 7: Fences. All fences shall be subject to the Architectural Control Committee's approval. All fences situated in front of the residential structure, or within the setback area as defined in Article VII, Section 3, shall be constructed of white or black or brown painted wood or vinyl conforming to the three-board type at the entrance of Turkey Creek subdivision. The fence at the entrance of Turkey Creek subdivision and along the frontage of the subdivision to Deen Still Road shall be three-board style and white in color. All privacy fences shall be constructed of natural wood vinyl materials, not to exceed six (6) feet in height and shall be white or black or brown in color or a color that coordinates with the exterior paint of the residence as approved by the Architectural Control Committee. Privacy fences, chain-link fences and other types of fences, as approved by the Architectural Control Committee, shall not

extend forward of the rear corner(s) of the residential structure toward the front property line. Woven wire or horse fencing with a top board shall be permitted solely to keep allowed horses or cattle contained. No visible barbed wire fences shall be allowed on any Property along the frontage of Evans Ranch Road. Barbed wire fencing shall be permitted on a vacant Property with an Agricultural classification by the Polk County Property Appraiser. No fences shall be constructed upon any Lot which shall extend into water retention areas nor shall any fences be constructed within the easement areas, if any.

~~Section 9 8: Aerials & Antennas. Exterior radio aerials, television or cable antennas shall not be attached to the front or side of any dwelling house, but, if used, shall be located at the side or rear thereof. Additionally, no aerials, television or cable antennas shall be extended to a height of more than fifteen (15) feet above the roof ridge line to which the aerial, cable or antenna is constructed. No satellite antenna (commonly referred to as discs or dishes) shall be erected or located upon the Property in any location unless approved by the Board of Directors of the Association or by the Architectural Control Committee, in the same manner as provided in Article VI above. Plans and specifications showing the nature, kind, shape, height, materials and location of the satellite antenna must be submitted to and approved as set forth in Article VI. In the event that Board or designated committee approves the erection of a satellite antenna, each antenna shall be completely surrounded by fence or hedge as specified by the Board or it's designated committee. Satellite antennas with a maximum dimension of thirty-six (36) inches shall not require approval by the Board of Directors of the Association or by the Architectural Control Committee. However, no more than two (2) such satellite antennas may be erected or installed on a single Lot.~~

~~Section 10 9: Outdoor Clothes Drying. No outdoor clothes drying shall be allowed, except in the rear yard within wood a privacy fence.~~

~~Section 11: Easements. The Declarant, for himself, and his successors and assigns, hereby reserved and is given a perpetual, alienable and releasable easement, privilege and right on over and under (1) the Common Areas and (2) all easements of record as described on the plat of TURKEY CREEK SUBDIVISION to be recorded in the public record of Polk County, Florida. If ingress or egress to any residence is through the Common Area, any conveyance or encumbrance of such area is subject to Lot Owner's easement.~~

~~The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section so long as the Declarant shall own at least one (1) Lot within the Property. The Owners of the Lots subject to the privileges rights, and easement referred to in this Section shall acquire no right, title or interest in or to any pipes, lines, equipment or facilities placed on, over or under the Property which is the sole and exclusive Property of the Declarant and his successors and assigns.~~

~~Section 12 10: Parking. No parking facilities are allowed on any single Lot except a driveway or a paved pad large enough for not more than two (2) automobiles not to exceed five percent (5%) of the total land area of the lot. No wheeled vehicles of any kind, boats, or any offensive objects may be kept or parked in a state of disrepair between the paved road and residential structures. Said vehicles, boats, or objects may be so kept if completely inside a garage or within a fenced the rear yard of the property. No semi-trailers of any kind may be kept or parked on any Lot, except that an Owner may park not more than one (1) semi-tractor on his Lot inside a garage or within the rear yard of the property.~~

Private automobiles or vehicles of the occupants may be parked in the driveway on the Lot provided they are operative and bear a current year's tag. No wheeled vehicle or boat shall be kept or parked in the front or side yard of any Lot. ~~No trailers or recreational vehicles shall be maintained or kept on any Lot.~~ Trailers, recreational vehicles, motor homes, horse, animal or vehicle carriers, or other equipment for the personal use of an Owner, must be operational, bear a current year's tag, and be kept in an enclosed privacy fence, garage, storage building or directly behind a structure. No truck or commercial vehicle with more than six (6) wheels, no school bus, or any other type of bus, no mobile home or the like, shall be permitted to be parked or kept on any portion of any Lot within Turkey Creek subdivision.

For the purposes of this rule the following definitions shall apply:

"Truck" means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or "topper" for the cargo-carrying area, it shall be deemed to be a Truck; however, "pick-up trucks" or "sport utility vehicles" with a cargo capacity of one ton or less that are not Commercial Vehicles (as herein after defined) are permitted to be parked on the driveway of a Residence.

"Commercial Vehicle" means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tools, racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

Section ~~13~~ 11: Pets and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purposes, except as provided below:

- (a) An Owner may raise poultry for his personal use provided it is done and maintained under sanitary and humane conditions and does not create a nuisance. However, no roosters may be kept, raised or bred, whatsoever; and
- (b) An ~~Owner~~ individual Lot may have a maximum of three (3) dogs and/or three (3) cats as household pets; provided that they are not kept, bred or maintained for any commercial purpose and do not cause a nuisance. An exemption period of nine (9) weeks shall be allowed after whelping. Kennels are expressly prohibited; ~~except as provided for herein. Three dogs may be maintained for breeding purposes. More than three dogs but less than eight may be maintained for breeding purposes provided: (1) they are kept in an air conditioned, sound proofed and architecturally compatible and approved building; (2) the building and dog runs must be enclosed within a privacy fence; (3) no more than two dogs may be exercised in the open at any one time; (4) there may not be any advertising displayed on the property concerning the dogs; and (5) no animal waste or waste of any type may be accumulated on or in the premises and all waste must be timely removed.~~ and

(c) An ~~Owner~~ individual Lot may ~~keep~~ have not more than ~~two~~ one (2) (1) mature horses or cows for his personal use ; however, for any Lot or Tract above one and one quarter (1-1/4) acres or greater in size, ~~and Owner it~~ it may have and keep one (1) additional ~~mature~~ horse or cow per each one (1) acre of land on said lot above one and one quarter (1-1/4) acre.

(1) Animals must be kept on the owner's property. Should an animal or animals get loose onto the roadway or other properties, a fine may be imposed for each animal per day of each offense. The owner of the animal(s) shall be responsible for any damages to the roadway or other properties. The privilege of keeping animals on a property may be revoked by the Board due to repeated offenses. Reinstatement of this privilege shall be contingent on the owner making the necessary improvements to the enclosure or fence to suitably confine the animals with the approval of the Architectural Control Committee; and

(2) Care must be taken with the storage of animal waste to keep it from entering any waterway, and to prevent offensive odors from reaching the roadway or adjacent properties. The privilege of keeping animals on a property may be revoked by the Board should animal waste enter the waterway. An owner shall have a ten (10) day period to correct any issues with offensive odors. A fine shall be imposed after this period if the issue is not remedied. The privilege of keeping animals on a property may be revoked by the Board due to repeated offensive odor violations.

(d) The keeping, maintaining or breeding of swine (hogs) is expressly prohibited. A lot owner may petition the Board for a waiver to keep other domestic farm animals or other exotic animals at the Board's sole discretion.

Section ~~14~~ 12: Architectural Control Committee Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Architectural Control Committee shall have the right and authority to waive such a violation.

Section ~~15~~ 13: Trash. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition. No trash container is to be put in front of the house for removal more than ~~12~~ twenty-four (24) hours before pickup by garbage service. No containers shall be left more than ~~12~~ twenty-four (24) hours after pickup.

Section ~~16~~ 14: Signs. No sign of any kind may be displayed in the public view on any Lot except the following are allowed: one (1) professional sign of not more than five (5) square feet advertising the Property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period "No Trespassing" signs, temporary informational signs such as meeting or activity announcements, one (1) builder or contractor sign during the construction period of a residence.

Section ~~17~~ 15: Common Area. No improvements shall be constructed upon any portion of the Common Area without the approval of the Architectural Control Committee, ~~and so long as Declarant owns any Lot, the approval of the Declarant.~~ These areas shall be maintained by

the Association as open recreational areas and roadways as provided in the plats of the Property for the use and benefit of all Lot Owners. The following rules, regulations etc., shall apply to the Common Area:

- (a) No activities constituting a nuisance shall be conducted upon the Common Areas; and
- (b) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon the Common Areas; and
- (c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Owners; and
- (d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and Owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such type of insurance as they deem advisable; and
- (e) At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast; and
- (f) The Common Area cannot be mortgaged or conveyed without the consent of at least two thirds (2/3) of the total votes cast by the Owners entitled to cast a vote (excluding the Declarant).

Section ~~18~~ 16: Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Architectural Control Committee, including landscaping, grass and shrubbery, the Owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the Owner fails to do so, the Committee shall have the right (although it shall not be required to do so) to enter upon said Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the buildings and other improvements located thereon at the sole cost of the Owner of said Lot. The cost of such repair, maintenance and restoration shall constitute a lien upon said Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the mechanic's lien law of the State of Florida, as may be amended from time to time, and the Owner of said Lot shall, by virtue of having acquired said Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

Section ~~19~~ 17: Yards. All Lots shall be kept and maintained in a slightly manner. No Owner shall allow his ground cover (excluding hedges and shrubbery) to exceed twelve (12)

inches in height. All ground cover, hedges, and shrubbery shall be cut or trimmed so that at all times the Lot is kept in a sightly condition and manner.

Section 20 18: No Yard Sales or Garage Sales are to be conducted within the boundaries of Turkey Creek Subdivision.

Section 19: Owners. Each Owner and the members of its family, invitees, service or maintenance persons, occupants, guests and other persons or entities shall observe, and comply with, all provisions of this Declaration which now or may hereafter be promulgated, from time to time, for the use, care, safety and cleanliness of the Lots, for the preservation of good order therein, and for the comfort, quiet and convenience of all users of the Lots. Each Owner shall be responsible for any costs of maintenance or repair rendered necessary by these parties. These provisions shall be effective from the date of adoption. Neither the Declarant nor the Association shall be bound by the rules and regulations nor liable to any Owner due to any violation of the Declaration or the rules and regulations promulgated from time to time. The rules and regulations promulgated from time to time shall be specifically enforceable by injunction or otherwise, and shall have the effect of covenants as if set forth herein verbatim.

Section 20: Leasing Lot or Residence. No Lot or Residence shall be leased for a term of less than thirteen (13) months. Homes may be leased or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a residence. Individual rooms of a residence may not be leased on any basis, and no transient tenants may be accommodated in a residence. The tenant, as part of the lease agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration, all rules and regulations and any other policies adopted by the Association. Prior to any lease of a lot becoming effective, the Lease and any documentation required for a change in occupancy must be submitted to the Association for review and approval. If the Lease does not comply with this Section, then the Association shall disapprove the Lease, the Lease shall not become effective, and the proposed tenant(s) shall not be allowed to take occupancy of the Lot or Residence.

Section 21: Casualty Destruction to Improvements. In the event that the improvements on a Lot are damaged, destroyed, vandalized or otherwise adversely affected, whether by an act of nature, criminal activity or other cause without limitation, the Owner shall repair, rebuild or return said improvements to their former state within thirty (30) days of the damage or destruction. An Owner may request a waiver from the Board for an extension if necessary, to complete the work. The Owner shall be responsible for all costs of repairs or maintenance to the improvements on their Lot.

Section 22: Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes, and as the statutes may be amended from time to time.

Section 23: Fines. In the event of a violation of the provisions contained herein, or other rules and regulations promulgated by the Architectural Control Committee, the Association or the Board, the Association shall also have the right to levy a fine in accordance with Florida Statutes 720.305 of up to \$100.00 per day until the violation is cured, but not to exceed \$1,000.00, or the maximum amounts permitted by Florida Statutes as may be amended from time to time. The fine shall be a Special Assessment and enforceable pursuant to the provision of this Declaration.

Section 24: Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, the Board shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable, or within the time period stipulated by the Board as part of the notice, the party entitled to enforce same may, at its option:

- (a) Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (b) Commence an action to recover damages; and/or
- (c) Take any and all action reasonably necessary to correct the violation or breach.
- (d) Take such other actions pursuant to, and authorized by Florida Statutes Chapter 720 including, but not limited to, suspending the rights of an Owner and/or its tenants, guests or invitees or both to use Common Areas and levy reasonable fines, not to exceed \$100.00 per violation, against any Owner, tenant, guest or invitee.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including appeals, bankruptcy and collections, shall be assessed against the Owner, as a Special Assessment or otherwise, and shall be immediately due and payable without further notice.

ARTICLE VIII

General Provisions

Section 1: Enforcement. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. ~~Additionally, the provisions of the restrictions contained in Article VII, Section 7 also be enforceable by Polk County or the State of Florida, Department of Community Affairs.~~ Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be construed to render such covenants and restrictions invalid, or as approval or validation of any violation, or deemed a waiver of the right to do so thereafter.

Section 2: Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect any other provisions which shall be in full force and effect.

Section 3: Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of ~~twenty-five~~ thirty (25) (30) years from the date of this Declaration is recorded ~~after which time they shall be automatically extended for successive periods of ten (10) years.~~ This Declaration may be amended ~~during the first twenty-five (25) year period~~ by an instrument ~~signed~~ approved by not less than ~~ninety percent (90%)~~ two-thirds (2/3) of the Lot Owners ~~and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose.~~ Any amendment which would affect the surface water management system, including the water management portions of the Common Areas, must have the prior written approval of SWFWMD. Any amendment must be recorded in the public records of Polk County, Florida.

~~Section 4: Construction and Sale. Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and sale of initial Lots shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area, such facilities and activities, as in the sole opinion of Declarant, may be reasonably required, convenient or incidental to the construction or sale of such residences, including, but not limited to business offices, signs, model unit and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically, and without limitation the right to use Lots owned by Declarant as models and sales offices. This section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this section shall terminate not later than December 31, 2008.~~ Indemnification of Officers. The Association shall and does hereby indemnify and hold harmless every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Officer may be made a party by reason of being or having been an Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceedings. This indemnification shall not apply to matters wherein the Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all rights to which such Officers may be entitled.

Section 5: Notices. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Owner on the records of the Association, the Polk County Property Appraiser's records, or supplied by such Owner to the Association for the purpose to receive notice, at the time of such mailing.

Section 6: Electronic Voting. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in duly called Member Meetings and vote by electronic means on business brought forth at such meeting, then the Board shall have the authority, without the joinder of any other party, to enact rules to establish appropriate quorum requirements and methods for electronic participation and voting.

~~Section 5 7: Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.~~

Section 6 8: Captions. The captions of each Article and Section hereof as to the contents of each Article and Section, are inserted only for convenience and are in no manner to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Signature Page Follows

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 27th day of July, 2022.

Signed, sealed, and delivered in the presence of:

By: [Signature]
Jose L. Parrilla, President
Board of Directors of Evans Turkey Creek Homeowners Association, Inc.

[Signature]
Signature of Witness

Ruthie Hall
Type/Print Name of Witness

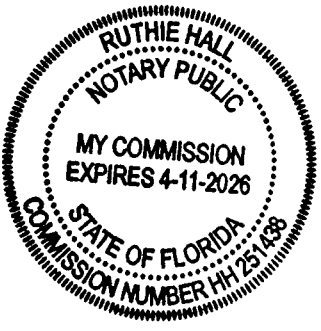
[Signature]
Signature of Witness

Windy A. Vogt
Type/Print Name of Witness

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 27 day of July, 2022 by Jose L. Parrilla, President of the Board of Directors of Evans Turkey Creek Homeowners Association, Inc. who is () personally known to me or () who has produced _____ as identification and who () did () did not take an oath.

(SEAL)



[Signature]
NOTARY PUBLIC
State of Florida
My Commission Expires: 4/11/2026

EXHIBIT "A

Commence at the southwest corner of Section 33, Township 25 South, Range 24 East, along the west boundary of said Section 33 a distance of 40.00 feet to the Point of Beginning, continue thence North 00°01'11" East, along said west boundary of Section 33, a distance of 5214.84 feet to the southwest corner of Section 28, Township 25 South, Range 24 East, Polk county, Florida, run thence North 00°48'18" West, along the west boundary of said Section 28 a distance of 5150.75 feet, run thence south 89°26'58" East 735.29 feet, run then South 00°03'31" East, 10353.07 feet, run thence South 89°34'48" West, 675.35 feet to the Point of Beginning, also known as Turkey Creek.

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14324 Evans Ranch Rd Lakeland FL 33809 - Lot 1

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Allen H Hockenbery

Print Name: Allen H HOCKENBERY

LOT OWNER (NO. 2)

By: Sheryl A Hockenbery

Print Name

Sheryl A Hockenbery

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

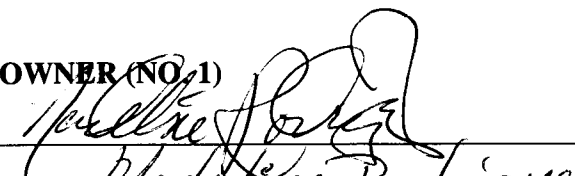
CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
14344 Evans Ranch Rd Lakeland FL 33809 - Lot 3

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

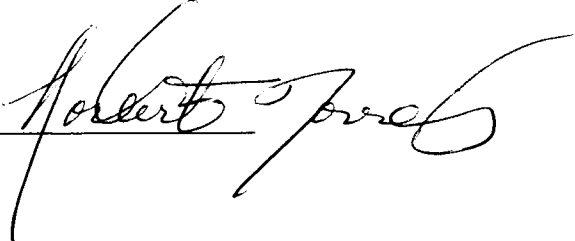
Print Name: Madeline Rodriguez

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: 

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

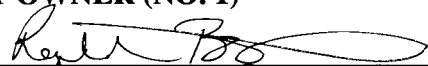
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14364 Evans Ranch Rd Lakeland FL 33809 - Lot 4

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

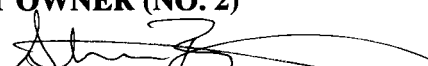
***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Reginald Brooks
Reginald Brooks

LOT OWNER (NO. 2)

By: 

Print Name Shamer Brooks

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

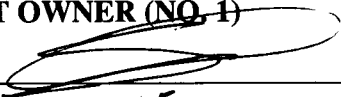
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14544 EVANS Ranch Rd LAKE AND FL. 33809 Lot 7

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Steve Dore

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**


The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14574 Evans Ranch Rd Lakeland, FL 33809 Lot E

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Joshua Snyder

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14718 Evans Ranch Road Lot 10

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: _____

Print Name: Amy Weingarth

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1


**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
14730 Evans Ranch Rd Lakeburg Fl 32809 - Lot 11

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

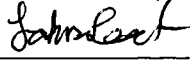
***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Katherine Lock

LOT OWNER (NO. 2)

By: 

Print Name John Lock

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

4742 Evans Branch Rd Lakeland FL Lot 12

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: David Haase

Print Name: David Haase

LOT OWNER (NO. 2)

By: Cheryl B Haase

Print Name Cheryl B. Haase

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14754 Evans Ranch Rd. Ukiah, FL 33809 Lf 13

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Michael J. Lebaus

LOT OWNER (NO. 2)

By: Deanna Tribble

Print Name Deanna Tribble

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14766 EVANS RANCH RD Lot 14

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Terry Tribble

Print Name: TERRY TRIBBLE

LOT OWNER (NO. 2)

By: Diane Tribble

Print Name Diane TRIBBLE

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
14778 Evans Ranch Rd Lakeland FL 33809 - Lot 15

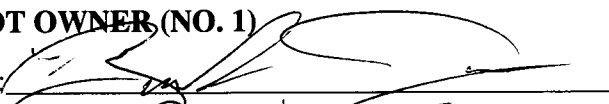
which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: _____

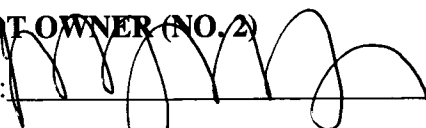
Print Name: _____


Brandon Jorge

LOT OWNER (NO. 2)

By: _____

Print Name _____


Margaret Jorge

LOT OWNER (NO. 3)

By: _____

Print Name _____

LOT OWNER (NO. 4)

By: _____

Print Name _____

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

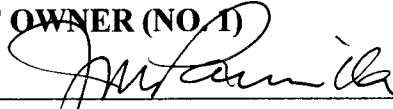
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14790 Evans Ranch Road Lakeland FL 33809 - Lot 16

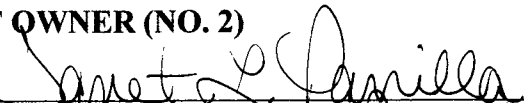
which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 
Print Name: JOSE L PARRILLA

LOT OWNER (NO. 2)

By: 
Print Name Janet L. Parrilla

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

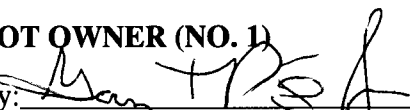
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14904 Evans Ranch Rd Lakeland 33809 Lot 17

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Gary T Roberts Jr

LOT OWNER (NO. 2)

By: 

Print Name Lois E Roberts

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
14920 Evans Ranch Rd Lot 18

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Barry Roberts

Print Name: Barry Roberts

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

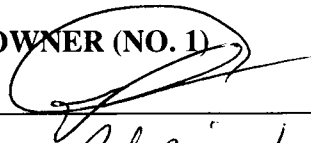
CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
14936 Evans Ranch Rd Lot 19

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

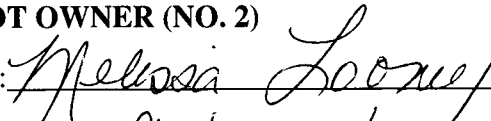
***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By:  _____

Print Name: CHRIS ROONEY

LOT OWNER (NO. 2)

By:  _____

Print Name Melissa Rooney

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14984 EVANS RANCH RD - LAKELAND FL 33809 Lot 22

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By:  _____

Print Name: Steve Dowd _____

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

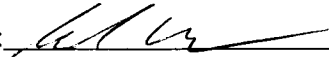
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15708 Evans Ranch Rd Lakeland Fl 33809 - Lot 23

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Cecil Wells

LOT OWNER (NO. 2)

By: 

Print Name Nicole Wells

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15118 EVANS RANCH ROAD Lot 24

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: LEISA HOSPEDALES

*This signature is with the understanding that "majority rule" is superseding my opinion.
I do not agree with Section 7
Section 10
Section 16
Section 21*

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15128 Evans Trance Rd Lot 25

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: C
Print Name: Carlos DORIA Jr.

LOT OWNER (NO. 2)

By: M. Doria
Print Name
Merrily DORIA

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

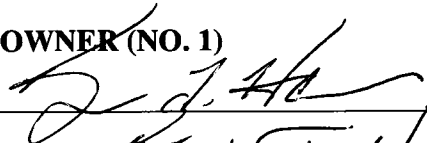
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15138 EVANS Ranch Rd Lot 26

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: KEVIN T. HARRISON

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

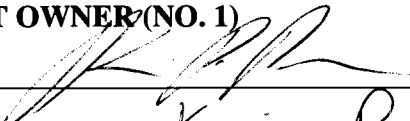
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15158 Evan Ranch Road Lot 28

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

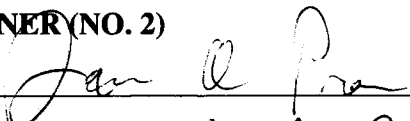
***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By:  _____

Print Name: Kevin P. Prom

LOT OWNER (NO. 2)

By:  _____

Print Name Jennifer A. Prom

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

lot 30

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
15178 Evans Ranch Rd Lakeland FL 33809

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Patti J Glass
Print Name: Patti J Glass

LOT OWNER (NO. 2)

By: Robert A Glass
Print Name Robert A Glass

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:


15100 EVANJ Ranch Road, Lakeland, FL 33809

Lot 31

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Michael Beatty

LOT OWNER (NO. 2)

By: 

Print Name

Jynelle I. Beatty

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
Lot 330 15286 EVANS Bank RJ

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Jed C. Church
Print Name: Jed Church

LOT OWNER (NO. 2)

By: Jaclyn N. Church
Print Name: Jaclyn N. Church

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
LOT 340 (currently) 15286 EVANS Ranch Rd

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Jed C. Church
Print Name: Jed C. Church

LOT OWNER (NO. 2)

By: Jaclyn N. Church
Print Name: Jaclyn N. Church

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15342 EVANS RANCH Road LAKELAND, FL. 33809 Lot 35

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Charles Rawdon

LOT OWNER (NO. 2)

By: 

Print Name SANDRA Rawdon

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15407 Evans Ranch Rd Lot 36

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Perry M Evans

Print Name: Perry M Evans

LOT OWNER (NO. 2)

By: Bonnie Eberts

Print Name Bonnie Eberts

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
15883 Evans Ranch Road (Lot 38)

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Neal Robertsen

Print Name: Neal Robertsen

LOT OWNER (NO. 2)

By: Melissa Robertsen

Print Name Melissa Robertsen

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

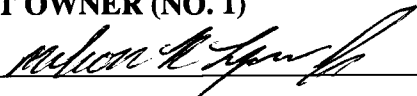
**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
15373 EVANS RANCH RD LAKELAND FL 33809 Lot 39

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: NELSON R LYNN JR

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
15353 Evans Ranch Road Lot 41

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Benjamin M. Cunningham

Print Name: Benjamin M. Cunningham

LOT OWNER (NO. 2)

By: Kayla Cunningham

Print Name Kayla Cunningham

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

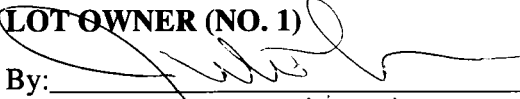
**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
15333 Evans Ranch Rd, Lakeland FL 33809 lot 42

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

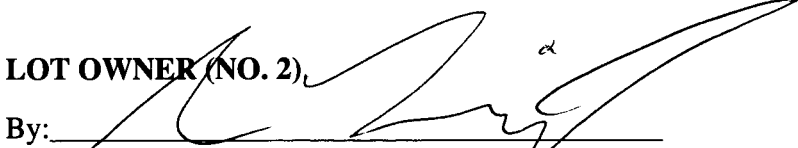
***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By:  _____

Print Name: Julie Lindsay

LOT OWNER (NO. 2)

By:  _____

Print Name George Lindsay

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

Lot 430 15321 Evans Ranch Rd

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Jed C. Church
Print Name: Jed C. Church

LOT OWNER (NO. 2)

By: Jaclyn N. Church
Print Name: Jaclyn N. Church

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
15161 Evans Ranch Rd. Lakeland FL 33809 Lot 44

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: _____
Print Name: RONALD KYTOWA

LOT OWNER (NO. 2)

By: _____
Print Name: RODELIA KYTOWA

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

15145 Evans Ranch Road Lot 45

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Leonard Phillips

Print Name: Leonard Phillips

LOT OWNER (NO. 2)

By: Kathleen Phillips

Print Name Kathleen Phillips

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

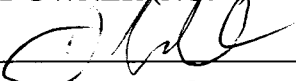
**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
15113 Evans Ranch Rd Lakeland FL 33809 - Lot 46

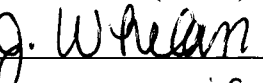
which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 
Print Name: Joe Whelan

LOT OWNER (NO. 2)

By: 
Print Name Jennifer Whelan

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:


14971 Evans Ranch Rd Lakeland FL 33809

Lot 48

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By:  _____

Print Name: Steve Doney _____

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
14947 EVANS RANCH RD Lot 49

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: Manella Investments
Print Name: Pat Jay

LOT OWNER (NO. 2)

By: _____
Print Name

LOT OWNER (NO. 3)

By: _____
Print Name

LOT OWNER (NO. 4)

By: _____
Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

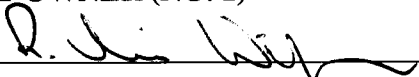
The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14713 Evans Ranch Rd. Lakeland FL 33809 - Lot 90

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Robert Mica Williams

LOT OWNER (NO. 2)

By: _____

Print Name

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14701 Evans Ranch Rd Lakeland FL 33829 - Lot 51

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: _____

Print Name: Jess Schwartz

LOT OWNER (NO. 2)

By: _____

Print Name Craig Schwartz

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:

14365 Evans Ranch Rd Lake Land FL 32809 - Lot 55

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

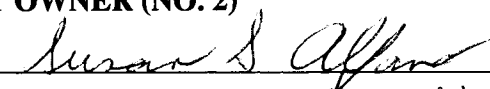
***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By: 

Print Name: Carl Ralph Alfano

LOT OWNER (NO. 2)

By: 

Print Name Susan Scheidt Alfano

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name

(113290-0001) - 00402244 v1

**CONSENT TO AND JOINDER IN AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK
SUBDIVISION**

The undersigned Lot Owner(s)* as the owner(s) of the Lot with the following address:
14335 EVANS RANCH Rd Lakeland, FL 33809

Lot 56

which is part of the following subdivision: TURKEY CREEK, according to the Plat thereof as recorded in Plat Book 96, Page 2, Public Records, Polk County, Florida, hereby consents to, adopts, and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision, to which this consent is attached.

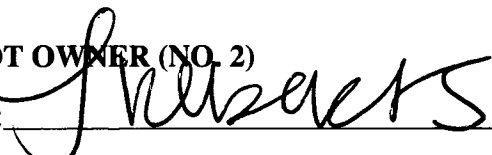
***All Owners of Record Must Sign Below**

LOT OWNER (NO. 1)

By:  _____

Print Name: Dwain Roberts

LOT OWNER (NO. 2)

By:  _____

Print Name
Elizabeth Roberts

LOT OWNER (NO. 3)

By: _____

Print Name

LOT OWNER (NO. 4)

By: _____

Print Name