

1/12/2012

DECLARATION OF COVENANTS  
CONDITIONS AND RESTRICTIONS FOR  
TURKEY CREEK SUBDIVISION

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THIS DECLARATION is made this 25th day of February, 1993, by William E. Evans (hereinafter the "Declarant"), owner of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" (hereinafter, the "Property").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the Property.

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 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.

Prepared by: William E. Evans Jr.  
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Bartow, FL 32030

William E. Evans  
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Lakeland, FL 33804

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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 this 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 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.

#### ARTICLE II

##### Property Rights

Section 1. Owners' Easements 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 the 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 Lot remains unpaid, 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 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 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 of each lot shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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 Use. 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.

#### 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 Owner of any Lot 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 the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in 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, 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) 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 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.

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. 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 thereto. 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 (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. 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.

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) therein 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.

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 dwelling unit (no mobile homes) that shall not contain less than a minimum of One Thousand Four Hundred (1,400) 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.

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.

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. Unless otherwise specifically allowed or permitted under these covenants, no 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.

Section 6. SWPMD 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 become established within the wet retention ponds abutting their Property. Removal includes dredging, the application of herbicide, etc. cutting. Lot Owners should address any question regarding authorized activities within the wet retention pond to SWPMD, 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 40D-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 feet (75') from the furthest upland extent of any wetland, using the wetland boundary designated on Sheets 11 of 16 and 12 of 16 of the Road and Roadway Drainage Construction Plans approved on March 19, 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 10 D-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 10-06, 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 10-D-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. Fences. All fences shall be constructed of natural wood materials not to exceed six (6) feet in height and shall be white in color. 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. 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 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 the 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 its designated committee.

Section 10. Outdoor Clothes Drying. No outdoor clothes drying shall be allowed, except in the rear yard within wood 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 Area; and (2) all easements of record as described on the plat of TURKEY CREEK SUBDIVISION to be recorded in the public records 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 easements 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. 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. 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 rear yard. No semi-trailers of any kind may be kept or parked on any Lot, except that an Owner may park not more than one semi-tractor on his Lot.

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.

Section 13. Pets and Livestock. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for any commercial purposes, 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 may have dogs and/or cats as household pets; provided, that they are not kept, bred or maintained for any commercial purpose and do not cause a nuisance. Kennels are expressly prohibited; and

(c) An Owner may keep not more than two (2) mature horses or cows for his personal use on any Lot or Tract; however, for any Lot or Tract above, one and one-quarter (1-1/4) acres or greater in size, an Owner may have and keep one (1) additional mature horse or cow; and

(d) The keeping, maintaining or breeding of swine (hogs) is expressly prohibited.

Section 14. 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. 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.

Section 16. Signs. No sign of any kind may be displayed to the public view on any Lot except one 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.

Section 17. 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 Area; and

(b) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon the Common area; 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 Owners (excluding the Declarant).

Section 18. 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 mechanics lien law of the State of Florida, 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 18. 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 slightly condition and manner.

**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

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 (25) 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 by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. 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 SWPWND. 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, 2003.

Section 5. 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. 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.

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IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 25th day of February, 1993.

Signed, sealed and delivered in the presence of:

Judy A. Burdette  
Signature of Witness

Judy A. Burdette  
Type/Print Name of Witness

Holly Thene  
Signature of Witness

Holly Thene  
Type/Print Name of Witness

William E. Evans  
WILLIAM E. EVANS

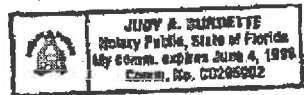
DEPT 113 85.00  
DEPT 291 11.00  
3569 #  
CHECKS 96.00  
LARGARIN

02/25/93

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was acknowledged before me this 25th day of February, 1993, by WILLIAM E. EVANS, who is personally known to me or who has produced \_\_\_\_\_ and who did (did not) take an oath.

(SEAL)



Judy A. Burdette  
NOTARY PUBLIC  
State of Florida At Large  
My Commission Expires:

EXHIBIT "A"

Commence at the southwest corner of Section 33, Township 25 South, Range 24 East, Polk County, Florida, run thence North 00 01' 11" 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' 16" 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 thence 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.

FILED, RECORDED, AND  
RECORD VERIFIED  
E.D. BARTON, CL. CL. CL.  
POLK COUNTY, FLA.  
BY *[Signature]* O.C.

This instrument prepared by  
Julie P. Evans, P.O.Box 90369  
Lakeland, FL 33804

ADDENDUM TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR TURKEY CREEK SUBDIVISION recorded Feb.25, 1993 in Official  
Record Book 3205, Page 1752 through 1772, official records of  
Polk County, Florida.

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DEPT 291 1.50  
CHECKS 10.50  
9439A

ARTICLE VII Use Restriction

08/09/95

Section 2 Residential Lots

All lots included within the real estate to which these restrictions pertain shall be used as residential Lots. Homes must be built or have construction started within seven years of purchase, with said construction being completed in a timely manner. All Lots are restricted to one (1) single family dwelling unit ( no mobile homes) that shall not contain less than a minimum of One Thousand eight Hundred (1,800) square feet of air conditioned living area, and a minimum attached two (2) car garage with either a side of 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.

Section 8 FENCES.

All fences shall be subject to the Architectural Committee's approval. They shall be constructed of natural wood materials not to exceed six (6) feet in height. Fences, other than privacy fences, shall be white in color. Privacy fences may be natural wood tones or painted to match the house. 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.

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.

1995 AUG -9 PM 12:41

691986

P O Box 90369  
Lakeland, FL 33804

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 31st day of July, 1995.

Signed, sealed and delivered in the presence of:

Annie R. Daniel  
Signature of Witness

William E. Evans  
WILLIAM E. EVANS

Annie R. Daniel  
Type/Print Name of Witness

Sharye Jameson  
Signature of Witness


Sharye Jameson

Type/Print Name of Witness

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was acknowledged before me this 31st day of July, 1995, by WILLIAM E. EVANS, who is personally known to me ~~or who has produced~~ and who ~~did~~ (did not) take an oath.

Sharye Jameson

 SHARYE JAMESON  
Notary Public, State of Florida  
My comm. expires May 28, 1998  
Comm. No. CC448983

1998 JUL 23 PM 4:28

107737

ADDENDUM #2. TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION recorded Feb.25, 1993 in Official Record Book 3205, Page 1752 through 1772, Official Records of Polk County, Florida and amended by Addendum recorded August 9, 1995 in Official Record Book 3563, Page 1526 through 1527, Official Records of Polk County, Florida.

ARTICLE VII Use Restriction

Section 8 Fences

All fences situated in front of the home shall be constructed of wood painted white or white vinyl conforming to type at entrance of TURKEY CREEK SUBDIVISION. All other fences shall not exceed six (6) feet in height. 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 11 Easements.

The Declarant, for himself, and heirs and assigns, hereby reserved and is given a perpetual, alienable and releasable easement, privilege and right on, over and under: (1) the Common Area; and (2) all easements of record as described on the plat of TURKEY CREEK SUBDIVISION to be recorded in the public records 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.

Section 12 Parking

No parking facilities are allowed on any single Lot except a driveway or a paved pad large enough for not more than two automobiles. 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 kept if completely inside a garage or within a privacy fenced rear yard. No semi-trailers may be kept or parked on any Lot, except that an owner may park one semi-tractor in an enclosed privacy fence or garage.

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. Trailers or recreational vehicles may be kept in an enclosed privacy fence or garage.

Section 15 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.

*W.E. Evans*

WILLIAM E. EVANS  
15407 EVANS RANCH ROAD  
LAKELAND, FL 33809

4065 1210  
POLK OFFREC. PAGE

No trash is to be put in front of house for removal more than 12 hours before pickup by garbage service. No containers shall be left more than 12 hours after pickup.

Section 20 Yard Sales

No Yard Sales or Garage Sales are to be conducted within the boundaries of TURKEY CREEK SUBDIVISION.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 7<sup>th</sup> day of July, 1998.

Signed, sealed and delivered in the presence of:

Melissa D. Jaekel  
Signature of Witness

William E. Evans  
WILLIAM E. EVANS

Melissa D. Jaekel  
Type/Print Name of Witness

Theresa J. Darity  
Signature of Witness

Theresa J. Darity  
Type/Print Name of Witness

DEPT 115 9.00  
DEPT 291 1.50  
3056 H  
CHECKS 10.50  
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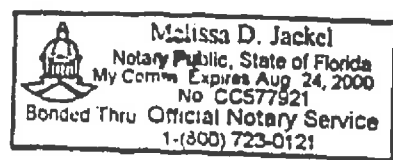
07/23/98

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing was acknowledged before me this 7<sup>th</sup> day of July, 1998, by WILLIAM E. EVANS, who is personally known to me or who has produced FN D. K. C. and who did (did not) take an oath.

Melissa D. Jaekel  
MELISSA D. JAEKEL  
NOTARY PUBLIC STATE OF FLORIDA

COMMISSION EXPIRES:  
(SEAL)



4065 1211  
POLK OFFREC. PAGE

RECORDED MAR 16 PM 4 04

034185

William E Evans  
P. O. Box 90369  
Lakeland, FL 33804

41.00  
5.50  
46.50 P.S.

BY-LAWS  
OF  
TURKEY CREEK PROPERTY OWNERS ASSOCIATION, INCORPORATED

ARTICLE I: PURPOSE

The purpose of the Turkey Creek Property Owners Association, Inc. is to maintain the common properties situated within the subdivision's boundaries, to administer and enforce the deed restrictions, to coordinate mutual programs for the benefit of members of the Association and to encourage all owners within the subdivision to build, maintain and occupy their homes in such a manner as will promote neighborhood harmony and will assist in maintaining property values. The business affairs of the Corporation shall be managed by a Board of Directors.

ARTICLE II: DIRECTORS

The Board of Directors shall consist of seven (7) members elected by the Association membership. A Director must be a member and a resident within the subdivision. The term of office shall be for one (1) year and shall commence immediately after the Annual Meeting at which his/her election took place. The outgoing President shall serve an additional year as a non-voting consultant.

Four (4) Directors shall be elected each year at the Annual Meeting to replace the non-officer members whose terms of office are completed. Three (3) additional Directors shall be the duly elected President, Vice-President and Secretary.

The Board may fill any vacancies with a temporary replacement who shall serve until the next Annual Meeting of the Association.

The Board shall meet once a quarter, more frequently as called by the President, at a location selected by the President. A Director shall be automatically removed from office if not present at three (3) consecutive Board meetings.

A majority of Directors must approve all transactions of business. All Board of Directors meetings shall be open to all members of the Association.

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POLK OFF. REC. PAGE

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ARTICLE III: OFFICERS

The officers of this Association shall consist of a President, Vice-President, Secretary and Treasurer. These officers will be elected at the Association's Annual Meeting for a term of one (1) year. Each officer, with the exception of the Treasurer, shall serve as a voting member of the Board of Directors.

ARTICLE IV: ANNUAL MEETINGS

There will be an Annual Meeting of Members of the Association to elect Directors and Officers, approve the budget, amend the By-Laws, and conduct any necessary business. The Annual Meeting shall be held in Polk County on the first Thursday in March of each year, or at such other time as deemed appropriate by the Board of Directors. Notices shall be mailed to all members of the Association at least fifteen (15) days before the Annual meeting and shall include the proposed budget. Other general meetings may be called by the Board of Directors as deemed necessary on written request by ten (10) percent of the Association members. All such special membership meetings shall limit the business conducted to that fully identified in the notice of meetings.

At least one-third (33-1/3%) of the Association membership, represented in person or by proxy, shall constitute a quorum for conducting Association Business. Proxies must be submitted in writing to the Chairman of the meeting and shall be good for not more than thirty (30) days. Except for amendment of these By-Laws, motions will require a simple majority of those represented at the meeting.

A financial statement for the year and budget for the forthcoming year shall be presented at the Annual Meeting. Each budget shall contain provision for the accumulation, on a gradual basis, of a surplus equal to the costs of operation for not more than six (6) months of the Association. Such surplus provision shall under no circumstances exceed ten (10) percent of the total budget for any one year (1) year.

ARTICLE V: MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner shall be a member of the Association. Membership shall be apportioned 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 Owners, with the exception of the Declarant (see Declaration of Covenants, conditions and Restrictions, Article I, Sec. 3), and 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 of each lot shall determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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 VI: DUES AND 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 Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to 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 the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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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 and management systems, and other improvements on the boulevards, 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) 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 Assessments. 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 the Capitol 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 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 not 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.

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. 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 thereto. 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 (30) days after the due date shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law or equity against the Owner personally obligated to pay the same or foreclosure 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.

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. Mortgages. Mortgagees are not required to collect assessments.

ARTICLE VII: GRIEVANCES

The President shall appoint a grievance committee, having a minimum membership of three (3), which shall meet as often as necessary to act upon the matters referred to it by the Board of Directors. The Board of Directors shall take action only on those complaints or grievances which are submitted in written form signed by one or more of the persons aggrieved. Subsequent to the consideration of a complaint or grievance, the Grievance Committee shall submit its recommendation thereon to the Board which shall promptly take action to resolve the matter.

Any member may submit a complaint or grievance concerning matters of general interest to the membership of the Turkey Creek Property Owners Association, Inc. at any time to the President or to any member of the Board of Directors. Final action thereon shall be taken by the Board within sixty (60) days of the first meeting of the Board following its submission.

ARTICLE VIII: DUTIES

Officers and Directors shall perform his/her duties as such Officer and/or Director, including duties as a member of any committee of the Board, in good faith, in a manner he/she reasonably believes to be in the best interests of the Association, and with the care that an ordinarily prudent person in a similar position would use under similar circumstances. A Director or Officer who is present at a meeting of the Board of Directors at which action is taken on any Association matter, is presumed to have assented to the action unless the minutes of the meeting show that he/she voted against it or expressly abstained from voting on it.

A majority of the Board of Directors constitutes a quorum for the transaction of business. Any act of the majority of the Directors at a meeting at which a quorum is present is an act of the Board of Directors. Directors may not vote by proxy. Any action that could be transacted at a meeting of the Board of Directors may be accomplished by the unanimous written consent of the total membership of the Board without necessity of formal meeting.

In January of each year, the President, with the advice and consent of the Board of Directors, shall appoint a nominating committee for the purpose of securing nominees for officers and members of the Board of Directors for the forthcoming Annual Meeting of the Association. Such committee shall consist of not more than five (5) nor fewer than three (3) members of the Association, not more than one (1) of whom can be a serving member of the Board of Directors. Such committee shall only present the names of nominees who have agreed to serve if elected. Such committee shall endeavor to present the names of at least two (2) members for each position to be filled by election at the Annual Meeting and shall make its report to the Board of Directors not later than February meeting of the Board so that the roster of nominees may be included within the written notice of the Annual Meeting when it is mailed to the membership. Nominations from the floor at the Annual Meeting for all offices to be voted upon will be accepted only if the person or persons so nominated agree to serve in the position if he/she is the successful nominee.

The President shall:

Function as the chief executive officer of the Association and preside at all meetings of the Association and the Board of Directors and see that all such meetings are in accordance with, and conform to, the Articles of Incorporation and By-Laws of the Association.

Appoint all committees and be an *ex-officio* member of all committees except the nominating committee.

Appoint an audit committee by January 15th of each year consisting of three (3) members of the Association not members of the Board of Directors.

Such other duties as may be designated by the Board of Directors or the members of the Association at an annual or special meeting.

The Vice-President shall:

Assume the duties and have the authority of the President in the President's absence.

Such other duties as may be designated by the President, the Board of Directors or the members of the Association at an annual or special meeting.

The Secretary shall:  
Record, keep and maintain the minutes of all regular and special meetings of the Association and the Board of Directors.  
Read or cause to be read, the minutes of each Association meeting at the next succeeding meeting of the Association and have the minutes of the Board of Directors meetings available for review.  
Prepare ballots for the election of the Board of Directors and Officers.  
Handle official correspondence of the Association.  
Such other duties as may be designated by the President, the Board of Directors, or the members of the Association at an annual or special meeting.

The Treasurer shall:  
Receive all moneys of the Association.  
Maintain proper books and records of the funds and accounts of the Association.  
Submit a current statement of Association finances at each meeting of the Board of Directors and Members of the Association and a complete annual report at the Annual Meeting.  
Require all payments by the Association to be by check. Checks must be consigned by the President or Vice-President and the Treasurer.  
Such other duties as may be designated by the President, the Board of Directors, or the members of the Association at an annual or special meeting.

ARTICLE IX: COMMITTEES

The various Association activities may be conducted through standing or special committees, other than committees of the Board of Directors. Unless otherwise provided, for each committee, the President shall appoint the chairman or chairwoman and the members of the committee. Each chairperson may establish subcommittees as deemed necessary. There is hereby established an audit committee of three (3) members appointed by the President to audit or cause to be audited the financial records of the Association at the end of the Association's fiscal year of at such time as the Treasurer resigns, is removed, or otherwise leaves office. Special committees are those committees that function for a brief period of time to undertake a study of the feasibility or need of an action and which dissolve upon the report of their findings to the Association.

ARTICLE X: FISCAL YEAR

The fiscal year of the Association shall begin January 1st and end December 31 of each year.

ARTICLE XI: AMENDMENT

These By-Laws may be repealed or amended, and additional By-Laws may be adopted by a vote of two-thirds (2/3) of the members of the Association, at a regular or special meeting of the Association.

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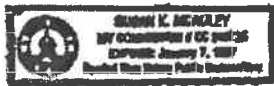
TURKEY CREEK PROPERTY  
OWNER'S ASSOCIATION, INC.

BY William E. Evans  
William E. Evans, President

3360 1950  
POLK OFF. REC. PAGE

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of March, 1994, by WILLIAM E. EVANS, President of TURKEY CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did take an oath.



Susan K. McAuley  
Signature of Notary Public

Susan K. McAuley  
Type/Print Name of Notary Public

Notary Public  
State of Florida at Large

Commission Expiration:

(SEAL)

DEPT 115 41.00  
DEPT 291 5.50  
1253 #  
CHECKS 46.50  
19484RTH

03/14/94

FILED, RECORDED, AND  
RECORD VERIFIED  
L.D. THOMPSON, CLERK  
POLK COUNTY, FLA.  
BY clp R.E.

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS  
FOR TURKEY CREEK SUBDIVISION**

**THIS AMENDMENT TO DECLARATION**, made on the date hereinafter set forth by the undersigned property owners being ninety percent (90%) of the lot owners of Turkey Creek subdivision the legal description for which subdivision is attached hereto is Exhibit "A" (hereinafter referred to as the "Declarant").

**WITNESSETH**

**WHEREAS**, on February 25, 1993, William E. Evans, filed a Declaration of Covenants, Conditions and Restrictions, for Turkey Creek Subdivision, which was recorded in O.R. Book 3205, Pages 1752-1772, Public Records of Polk County, Florida; and

**WHEREAS**, on August 9, 1995, William E. Evans filed an addendum To Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision which was recorded in O.R. Book 3563 Page 1526-1527 Public Records of Polk County, Florida; and

**WHEREAS**, Article VIII, Section 3, of said Declaration provides that before February 25, 2018, the Declaration may be amended "by an instrument signed by not less than ninety percent (90%) of the Lot owners; and

**WHEREAS**, the undersigned meeting that requirement wish to amend Article VII Section 13 (b) of the addendum thereto.

**NOW THEREFORE**, Declarant hereby deletes the provisions of Article VII Section 13 (b) as currently written and replaces it with the following provision:

**Section 13.**

(b) an owner may have dogs and/or cats as household pets, provided that they are not kept, bred or maintained for any commercial purposes except as provided for herein and not cause a nuisance. 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

STEPHANIE FERGUSON & MICHAEL  
500 S FLORIDA AVE  
LAKELAND, FL 33801

INSER # 2002050528 OR BK 4955 PG 0979 RECD 03/19/2002 12:50 PM  
RICHARD M. WEISS, CLERK OF COURT, POLK COUNTY  
DEPUTY CLERK T Tierney

waste or waste of any type may be accumulated on or in the premises and all waste must be timely removed.

All provisions of the Declaration of Covenants, Conditions and Restrictions for Turkey Creek Subdivision and prior addendum not specifically modified herein shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein have hereunto set their hand and seal on the dates listed below their signatures.

Signed, sealed and delivered in the presence of:

Stephen Nutt  
Print Name: STEPHEN NUTT

June Benson  
Print Name: JUNE BENSON

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 2nd day of February, 2002, by JULIE PERRY EVANS, as Owner of Lot # see above.  who is personally known to me or  who has produced ID as identification.

(Notary Seal)



June Benson  
Commission # CC 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Julie Perry Evans  
Print Name: Julie Perry Evans  
Owner of Lot # see below  
Dated this Feb 2, 2002

lots #d 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 51, 52, 53, 54

June Benson  
Notary Public  
Print Name: June Benson  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

Stephen J. Nutt  
Print Name: STEPHEN J. NUTT

June Benson  
Print Name: \_\_\_\_\_

William Earl Evans Sr  
Print Name: WILLIAM EARL EVANS SR  
Owner of Lot # see below  
Dated this Feb 2, 2002

lots #d 3, 5, 6, 7, 8, 10, 11, 12, 13, 14, 15, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 46, 51, 52, 53, 54.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: DEAN T EVANS


[Signature]  
Print Name: Brent Converse  
Owner of Lot # 9  
Dated this 2/9, 2002

[Signature]  
Print Name: June Benson

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2002, by BRENT CONVERSE, as Owner of Lot # \_\_\_\_\_,  who is personally known to me or  who has produced SI ID as identification.

(Notary Seal)

 June Benson  
Commission # CG 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Notary Public  
Print Name: June Benson  
My Commission Expires: \_\_\_\_\_

[Signature]  
Print Name: DEAN T EVANS

[Signature]  
Print Name: Linda S. Converse  
Owner of Lot # 9  
Dated this 2-9-, 2002

[Signature]  
Print Name: June Benson

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2002, by LINDA S. CONVERSE, as Owner of Lot # \_\_\_\_\_,  who is personally known to me or  who has produced SI ID as identification.

(Notary Seal)

 June Benson  
Commission # CG 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Notary Public  
Print Name: June Benson  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

Ana Perccz  
Print Name: Ana Perccz

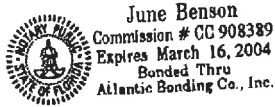
Stephen J. Nutt  
Print Name: STEPHEN J. NUTT  
Owner of Lot # 47, 48  
Dated this Feb 2nd, 2002

June Benson  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Dale

The foregoing instrument was acknowledged before me this 2nd day of February, 2002, by STEPHEN J. NUTT, as Owner of Lot # 47, 48,  who is personally known to me or  who has produced DL DL as identification.

(Notary Seal)



June Benson  
Notary Public  
Print Name: June Benson  
My Commission Expires: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Owner of Lot # \_\_\_\_\_  
Dated this \_\_\_\_\_, 2002

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, as Owner of Lot # \_\_\_\_\_,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

(Notary Seal)

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: JAMES THOMAS

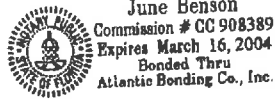
[Signature]  
Print Name: LEWIS C. FRIEND  
Owner of Lot # 1, 2, 49  
Dated this 2nd 2nd, 2002

[Signature]  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 2nd day of February, 2002, by LEWIS C. FRIEND, as Owner of Lot # 1, 2, 49  who is personally known to me or  who has produced [Signature] as identification.

(Notary Seal)



[Signature]  
Notary Public  
Print Name: JUNE BENSON  
My Commission Expires: \_\_\_\_\_

[Signature]  
Print Name: GARY T. ROBERTS SR.

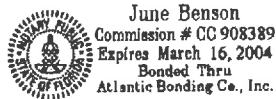
[Signature]  
Print Name: GARY T. ROBERTS JR.  
Owner of Lot # 18, 19, 56  
Dated this 2nd 2nd, 2002

[Signature]  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of February, 2002, by GARY T. ROBERTS JR., as Owner of Lot # 18, 19,  who is personally known to me or  who has produced [Signature] as identification.

(Notary Seal)



[Signature]  
Notary Public  
Print Name: JUNE BENSON  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: Gary Roberts Jr


[Signature]  
Print Name: Garry Roberts Jr.  
Owner of Lot # 16, 17  
Dated this Feb 2nd, 2002

[Signature]  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 2nd day of February, 2002, by GARY T ROBERTS SR, as Owner of Lot # 16, 17,  who is personally known to me or  who has produced Id. DR as identification.

(Notary Seal)

 June Benson  
Commission # CG 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Notary Public  
Print Name: JUNE BENSON  
My Commission Expires: \_\_\_\_\_

[Signature]  
Print Name: Gary Roberts Jr


[Signature]  
Print Name: LINDA ROBERTS  
Owner of Lot # 18, 19, 56  
Dated this Feb 2nd, 2002

[Signature]  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 3rd day of February, 2002, by LINDA ROBERTS, as Owner of Lot # 18, 19, 56,  who is personally known to me or  who has produced Id. DR as identification.

(Notary Seal)

 June Benson  
Commission # CG 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Notary Public  
Print Name: JUNE BENSON  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

Jaime Roberts  
Print Name: Jaime Roberts

D. D. R.  
Print Name: Dwaine Robert

Lois E Roberts  
Print Name: Lois E ROBERTS

Owner of Lot # 16, 17  
Dated this 2-9-02, 2002

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2002, by Lois E ROBERTS, as Owner of Lot # 16, 17,  who is personally known to me or  who has produced DR DL as identification.

(Notary Seal)



June Benson  
Commission # CC 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

June Benson  
Notary Public  
Print Name: June Benson  
My Commission Expires: \_\_\_\_\_

[Signature]  
Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Owner of Lot # \_\_\_\_\_  
Dated this \_\_\_\_\_, 2002

Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by \_\_\_\_\_, as Owner of Lot # \_\_\_\_\_,  who is personally known to me or  who has produced \_\_\_\_\_ as identification.

(Notary Seal)

Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 2nd day of February, 2002, by WILLIAM EARL EVANS as Owner of Lot # See above  who is personally known to me or  who has produced SI ID as identification.

(Notary Seal)



June Benson  
Commission # CG 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

Stephen J. Nutt

Print Name: STEPHEN J. NUTT

June Benson

Print Name: June Benson

June Benson  
Notary Public

Print Name: June Benson

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

L. Bennett Flanders  
Print Name: L. BENNETT FLANDERS

Owner of Lot # 34  
Dated this Feb 2nd, 2002

STATE OF FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 2nd day of February, 2002, by L. BENNETT FLANDERS, as Owner of Lot # \_\_\_\_\_,  who is personally known to me or  who has produced SI ID as identification.

(Notary Seal)



June Benson  
Commission # CG 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

June Benson  
Notary Public

Print Name: June Benson

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

Signed, sealed and delivered  
in the presence of:

*Dean T. Evans*  
Print Name: DEAN T. EVANS

*Stamatia Chirbakas*  
Print Name: Stamatia Chirbakas  
Owner of Lot # 20  
Dated this 2-9-02, 2002

*June Benson*  
Print Name: June Benson

STATE OF FLORIDA  
COUNTY OF Dick

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February,  
2002, by STAMATIA CHIRBAKAS, as Owner of Lot # 20,  who is  
personally known to me or  who has produced Id BY as identification.

(Notary Seal)



June Benson  
Commission # CC 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

*June Benson*  
Notary Public  
Print Name: June Benson  
My Commission Expires: \_\_\_\_\_

Signed, sealed and delivered  
in the presence of:

[Signature]  
Print Name: DEAN T EVANS

[Signature]  
Print Name: GUS CHINBAUKAS  
Owner of Lot # 20  
Dated this 2-09, 2002

[Signature]  
Print Name: June Benson

STATE OF FLORIDA  
COUNTY OF Dick

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2002, by GUS CHINBAUKAS, as Owner of Lot # 20,  who is personally known to me or  who has produced ID as identification.

(Notary Seal)



June Benson  
Commission # CG 908389  
Expires March 16, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

[Signature]  
Notary Public  
Print Name: June Benson  
My Commission Expires: \_\_\_\_\_