

This instrument
should be returned to:

Patrick H. Willis, Esq.
WILLIS & ODEN
390 N. Orange Avenue, Suite 1600
Orlando, Florida 32801
407-903-9939

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

This FIRST AMENDMENT to the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION (“Amendment”), has been made and entered into this 29 day of September 2023, by EVANS TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., (“Association”) a not-for-profit Florida corporation.

WITNESSETH:

WHEREAS, that certain DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION (“Original Declaration”) was recorded in Official Records Book 3205, Page 1752, in the public records of Polk County, Florida.

WHEREAS, that certain AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURKEY CREEK SUBDIVISION (“Declaration”) was recorded in Official Records 12357, Pages 707-766, in the public records of Polk County, Florida.

WHEREAS, Pursuant to Article VIII, the Declaration can be Amended by an affirmative vote of the Lot Owners holding at least two-thirds (2/3rd) of the voting interest voting in person or via proxy at a membership meeting. Turnover of the Association has occurred and Developer approval of this Amendment is therefore, not required.

WHEREAS, the Association held a meeting on the 16th day of September, 2023 and at said meeting the Lot Owners holding at least two-thirds (2/3rd) of the voting interest voting in person or via proxy, cast their votes in favor of this Amendment (“Amendment”). The Members’ votes were cast either in person at the meeting or in writing via limited proxy.

WHEREAS, the membership meeting was properly noticed by providing written notification via Email to the Members that had consented to receiving electronic notice and by First Class U.S. Mail to all other members and by posting notice, all at least 14 days in advance of the date of the meeting in accordance with Florida Statutes, the Declaration, the Bylaws and Articles of Incorporation for the Association. A written copy of the Amendment was included with the written notice of the meeting.

NOW, THEREFORE, the Association declares as follows:

1. Amendment. The Declaration, shall be amended to add the provisions listed below. Language added shall be underlined. Language deleted from an existing section shall be shown with a ~~strikethrough~~.

2. Effect of Amendment. Except as specifically affected by the provisions hereof, the terms and provisions stated in the Declaration shall continue, and all provisions and covenants in the Declaration, as affected hereby, shall remain in full force and effect. In the event of any inconsistency, the terms and provisions of this Amendment shall control over and modify the terms and provisions of the Declaration. The provisions of the Declaration, as affected by this Amendment, shall be binding upon and inure to the benefit of the Owners and their respective successors and assigns. This Amendment shall be construed in accordance with the laws of the State of Florida.

3. Partial Invalidity. If any term, covenant or condition of this Amendment or the application of it to any extent be invalid or unenforceable, the remainder of this Amendment or the application of such term, covenant or condition, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Amendment shall be valid and shall be enforced to the extent permitted by law.

4. Captions. The captions and headings in this Amendment are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

5. Binding Effect. This Amendment shall run with the land and shall be binding upon the Owners and their respective successors and assigns.

6. Defined Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Declaration, except to the extent that the meaning of any such term is specifically modified by the provisions herein. In addition, other terms not defined in the Declaration but defined herein will have the meanings ascribed to them in this Amendment.

7. Amendment Language. Article VII, Section 10 is hereby amended in its entirety as follows:

Please Note that this Amendment involves substantial rewording of Article VII, Section 10. See governing documents for current text.

ARTICLE VII- USE RESTRICTIONS

(All other portions of Article VII, Sections 1 through 9 shall remain unchanged, including all subsections thereof.)

Section 10. Parking.

No parking facilities are allowed on any single Lot except a driveway or a paved pad not to exceed five percent (5%) of the total land area of the lot. 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. 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 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, trailer, yard equipment, motor home, or boat shall be kept or parked in the front or side yard of any Lot.

Operational trailers, recreational vehicles, motor homes, boats, horse, animal or vehicle carriers, or other equipment for the personal use of an Owner, bearing a current year's tag, may be kept in an enclosed privacy fence, garage, storage building, or in the rear of the yard. No more than five (5) total items parked in the rear yard should be visible from the road. No wheeled vehicles of any kind, trailers, boats, or any offensive objects may be kept or parked in a state of disrepair between the paved road and the rear corner of residential structures. Said vehicles, boats, trailers, or objects may be so kept if completely inside a garage, behind a privacy fence, or immediately behind a structure, so they are not visible from the road.

Temporary parking-

A visiting motorhome or travel trailer may be kept for a maximum of 14 days. A board member must be notified on or before the first day of arrival in writing by the property owner. Temporary parking should not exceed 60 days in a calendar year. Visitors must park on the homeowner's driveway and/or property they are visiting.

A motor home, travel trailer, boat, or car carrier may be parked on a driveway for three (3) days prior to a trip and for three (3) days after a trip.

Visitors for the day may park on the roadside of the residence being visited. With permission of the respective neighbor, guests may park on that neighbor's property. No overnight parking on the roadside permitted and no parking on the neighbor's roadside without prior permission.

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

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“Rear yard” means an open space extending the full width of the lot, the depth of which is the minimum horizontal distance between the rear lot line and the nearest point of the main building.

"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.

[SIGNATURES PROVIDED ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name and its corporate seal to be hereunto affixed. By signing below, the President and the Secretary of the Association both certify that the Amendment has been duly adopted in accordance with the Association's governing documents and Florida law.

WITNESSES:

EVANS TURKEY CREEK
HOMEOWNERS ASSOCIATION, INC.

[Signature]
Print Name: George E. Lindsey III

By: [Signature]
Print Name: Allen H. Hockenbery
President

[Signature]
Print Name: Julie Lindsey

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29th day of September 2023, by Allen H. Hockenbery, who is () personally known to me to be the President (Title) of EVANS TURKEY CREEK HOMEOWNERS ASSOCIATION, INC., OR () has produced identification. He/she acknowledged executing this instrument in the presence of two subscribing witnesses freely and voluntarily under authority vested in him/her by the company.

NOTARY SEAL:

[Signature]
Signature of Notary Public, State of Florida
Print Name: Grace Rosario
Commission No: HH 390072
Commission Expires: 04/24/2027

