

**AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
TIMBER POND SUBDIVISION UNIT #3**

Amendment to Articles II, IV, V and VI of the Declaration of Covenants, Conditions and Restrictions for Timber Pond Subdivision Unit #3, originally recorded at Official Records Book 6131, Page 794, et. seq., of the Public Records of Hillsborough County, Florida, and as may have been subsequently amended from time to time thereafter:

Additions indicated by underlining
Deletions indicated by ~~striking through~~
Unaffected text by “. . .”

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**ARTICLE II
PROPERTY RIGHTS**

Section 1. Easements and Enjoyment. Each Owner has a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following:

(a) Fees. The Association's right: to charge reasonable fees for the use, safety and maintenance common facilities from time to time situated on the Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any assessment, fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent until full payment of all obligations currently due or overdue to the Association any period in which any assessment against such Owner's Lot remains unpaid, (ii) to suspend such Owner's right, and the right of any tenant, guest, or invitee of the Owner, to use any facility owned or controlled by the Association for the same period of unpaid assessments, fees, fines, or other monetary obligations, and (iii) to suspend, for a reasonable period of time, any Owner's right and the right of any tenant, guest, or invitee of the Owner, to use any such facility for any infraction of the Association's Declaration, By-Laws, and valid rules and regulations.

(c) Dedication. The Association's right 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 the Association considers advisable. Any such dedication or transfer requires the approval of seventy-five percent (75%) of the members present and voting in person or by proxy at a meeting duly convened for such purpose as provided in Article VII, Section 2, below.

(d) Delegation of Use. Such limitations as may be imposed by the By-Laws or reasonable rules and regulations adopted by the Association. Each Owner may delegate

his right of enjoyment in and to the Common Area and accompanying facilities, if any, to members of his family, his guests, tenants and invitees.

(e) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties Common Area.

(f) Fining. The Association's right to levy reasonable fines against any Owner or any Owner's tenant, guest, or invitee for failure of such person(s) to comply with any provision of the Declaration, By-Laws, or reasonable rules and regulations of the Association. The Association, through its Board of Directors, may impose a fine up to the maximum amount permitted by law, which at the time of this Amendment is \$100.00 per violation, per day, up to \$1,000.00 in the aggregate for a continuing violation. The Board of Directors of the Association may establish procedures for the imposition of fines and suspensions and to fix the fine or suspensions for some common violations.

(1) A fine of \$1,000.00 or more may become a lien against a Lot, subject to foreclosure in the event of nonpayment. In any action to recover a fine, the prevailing party is entitled to reasonable attorney fees and costs from the non-prevailing party as determined by the court.

(2) At least fourteen (14) days' notice shall be provided to the person sought to be fined or suspended for a violation of the Declaration, By-Laws, or reasonable rules and regulations of the Association. The person sought to be fined or suspended shall be given the opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it shall not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to any tenant, licensee, or invitee of the parcel owner.

(3) The notice and hearing rights provided by this Section do not apply to a suspension imposed for delinquency in the payment of any assessment, fee, fine, or other monetary obligation due to the Association. All suspensions imposed for delinquency must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the Owner's occupant, licensee, or invitee, by mail or hand delivery.

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Section 10. Maintenance. Each Owner must repair, replace and maintain the roofs, gutters, downspouts, lawns, shrubs, landscaping, walks, fencing, exterior building surfaces, windows, doors, trim members, driveways, and other exterior improvements and attachments from time to time situated on such Owner's Lot. Each Owner is required to sod his Lot as appropriate. Each Owner's duty of maintenance includes any and all easement areas upon such Owner's Lot, and also includes all trees, grass, and landscaping located in the area between the sidewalk adjoining the Owner's Lot and the adjacent roadway. No Owner may permit any waste to the exterior portions of such Owner's Lot. Each Owner must make all repairs, maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for maintenance, then the Association may perform or have performed the necessary required maintenance and thereafter specifically assess such Owner for such costs pursuant to Article III, Section 4 and Article IV, Section 4 hereunder.

(a) Community Standards for Maintenance. The Association, through its Board of Directors, may from time to time establish and amend standards for the required maintenance of lawns, landscaping, and other improvements upon the Lots. All landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and attractive appearance. All lawn areas not landscaped with landscaping beds must be fully sodded. Saint Augustine, Zoysia and Argentine Bahia are acceptable turf grasses for all lawn areas. Acceptable turf grasses do not require approval of the Association. Over-seeding in the winter with Winter Rye is also acceptable. The Lot Owner shall regularly mow, trim, edge the lawn. Grass may be no higher than six inches, except for seed heads. Grass meeting a pavement edge may not overgrow the pavement by more than three inches. The Lot Owner shall weed and regularly irrigate and treat the lawn and all landscaping beds for weeds and pests. Dead plants and any dead or bare areas of lawn shall be promptly removed and replaced. All yard clippings and debris shall be removed from sidewalks, gutters and streets and placed in appropriate sanitary containers for disposal. Yard clippings and debris shall not be blown into sewers or storm drains. No synthetic or artificial plants, lawn or landscaping is permitted without the prior written approval of the Association. No refuse or other unsightly objects shall be allowed to be placed or suffered to remain anywhere upon the Lot visible from the street or neighboring Lots.

The Board of Directors, in its sole discretion, may choose to grant variances to this section to accommodate the limitations imposed by drought conditions or periods of heightened watering restrictions. For example, the Board of Directors may waive the replacement of brown or yellowed sod until such time as drought conditions and heightened watering restrictions have lifted.

(b) Enforcement. The Association may enforce this Section and any Community Standards the Board may from time to time establish, by all legal means available to the Association under the Declaration, Articles of Incorporation, By-Laws and applicable law, including levying fines, suspending the right of the Owner and any tenant, guest or invitee of the Owner to use Association common areas and facilities,

utilizing the pre-suit mediation procedures provided by the State of Florida, or filing a law suit.

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ARTICLE IV
THE ASSOCIATION

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Section 4. Exterior Maintenance. The Association has no duty of exterior maintenance with respect to any Lot, and, as more particularly provided in Article II, Section 10 hereinabove, each Owner must maintain such Owner's Lot, including any appurtenant driveways, in a safe, sanitary and reasonable attractive condition. If:

(a) Following reasonable notice, any ~~Any~~ Owner refuses or fails to make any repairs, maintenance, or replacements required by Article II, Section 10, above; and

(b) As a result, any condition on or adjoining such Owner's Lot becomes a hazard or nuisance to any other Owner, or measurably diminishes or impairs the value or marketability of any other Lot, ~~or~~ is visually objectionable to persons lawfully upon the Properties, or fails to meet the minimum standards for the maintenance of Lots in the Association; and

~~(c) — Not less than seventy five percent (75%) of the members of the Board so find reasonable notice to, and reasonable opportunity to be heard by, the Owner affected;~~

then, upon the affirmative vote of at least two-thirds (2/3) of the members of the Board, the occurrence of all of the foregoing, the Association may, through its agents, employees and contractors, enter onto the Lot to make or perform such repairs, maintenance, or replacements as reasonably are necessary to correct such condition and assess all costs so incurred against such Owner's Lot as provided in Article V IV, Section 4, below. Entry to perform such repairs, maintenance or replacements shall be only at reasonable times and upon reasonable notice to the Lot Owner. Such entry as provided herein shall not be a trespass, not shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

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ARTICLE V
ASSESSMENTS

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Section 7. Assessment Lien. All sums assessed to any Lot, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a continuing lien on such Lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the Lot except for liens of ad valorem taxes and liens of first mortgages held by recognized lending institutions, except as set forth in Chapter 720 of the Florida Statutes, as it may be amended from time to time. The liability of a first mortgagee, or the successor or assignee of the first mortgage, who acquires title by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title shall be as set forth in Chapter 720 of the Florida Statutes, as it may be amended from time to time. This section shall relate back to the date of recording of the original Declaration of Covenants, Conditions and Restrictions. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot, but All other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent to the liens and assessments of the Association and that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration.

Section 8. Association Remedies. Any assessment not paid within thirty (30) days after its due date bears interest at the maximum rate of interest allowed by law at the time. The Association may charge an administrative late fee in an amount that the Board of Directors may determine from time to time, up to the maximum amount permitted by law, for collection of any assessment which has been delinquent for a period of more than thirty (30) days. The Association may sue the Owner personally obligated to pay such assessment for a money judgment, or it may foreclose its lien against such Owner's Lot. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise, impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's assessments by non use of the Common Area or by abandonment of such Owner's Lot.

Section 9. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all assessments against the Lot that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested for foreclosure. The Association has the right and power to bid at the foreclosure, or to acquire such Lot by deed or other proceeding preceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot as its Owner ~~for purposes of resale only~~. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter into a personal judgment against the Owner for such deficiency.

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Section 11. Lien Subordination. The Association's lien established by the Declaration shall be superior to all other liens and encumbrances on the Lot except for liens of ad valorem taxes and liens of First Mortgages held by recognized lending institutions, except as set forth in Chapter 720 of the Florida Statutes, as it may be amended from time to time. The Association's lien established by the Declaration is subordinate to the lien of any First Mortgage. Sale or transfer of any Lot does not affect the assessment lien, except that the sale or transfer of any Lot pursuant to foreclosure of any First Mortgage, or any proceeding in lieu thereof, extinguishes the Association's lien as to payments that became due prior to such sale or transfer, except as set forth in Chapter 720 of the Florida Statutes, as it may be amended from time to time, without prejudice, however, to the Association's right to collect such amounts from the Owners personally liable for their payment. No such sale or transfer relieves such Lot from liability for assessment thereafter becoming due or from the lien thereof. ~~Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amount secured by the lien created by this Article; and, upon such payment, such encumbrancer will be subrogated to all rights to the Association with respect to each lien, including priority. This section shall relate back to the date of recording of the original Declaration of Covenants, Conditions and Restrictions.~~

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ARTICLE VI ARCHITECTURAL CONTROL

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Section 7. ~~Term. The duties and powers of the Architectural Committee, whether or not such duties and powers have been deemed to be transferred to the Association as above provided, shall cease on and after five (5) years from the date of this Declaration. Thereafter, all powers and duties of the Architectural Committee shall cease and terminate, provided, however, that any time after January 1, 1997, whether or not the term of the Architectural Committee specified above shall have expired, the Board of Directors of the Association, upon a vote of members of the Association holding not less than two thirds of the votes of members of the Association entitled to vote thereon, may assume or retain the duties and powers of the Directors of the Association shall thereafter have all of the powers and duties provided herein for the Architectural Committee.~~

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