

Prepared By and Return To:

Eric A. Cruz, Esq.
Bivins & Hemenway, P.A.
1060 Bloomingdale Avenue
Valrico, FL 33596

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

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Timber Pond Subdivision Unit # 3 dated October 23, 1990, was originally recorded on November 15, 1990, in Official Records Book 6131, Page 794 of the Public Records of Hillsborough County, Florida (the "Declaration"); and

WHEREAS, Article VIII, Section 6 of the Declaration provides that after a twenty (20) year period from the date of the Declaration, the Declaration may be amended by the affirmative vote of not less than seventy-five percent (75%) of the Members of the Timber Pond Unit # 3 Homeowners' Association, Inc. (the "Association") that are entitled to cast a vote; and

NOW, THEREFORE, we, Rick Ivey, President, and Dave Friedman, Secretary, of the Association, do hereby certify that at the special meeting of the Members on October 7, 2021, held in accordance with the Bylaws of the Association and the Declaration, the following amendments to Article II, Section 5 and Article VIII, Section 6 of the Declaration were approved by an affirmative vote of more than seventy-five percent (75%) of the total Members of the Association that are entitled to cast a vote, as present in person or by proxy at said meeting:

I. Article II, Section 5 of the Declaration is amended to read as follows:

Section 5. General Restrictions. Except with the Association's prior written consent or in accordance with the Association's rules and regulations:

(a) Obstructions. There will be no obstruction of the Common Area, nor will anything be kept or stored on the Common Area except items installed by Declarant as part of the Work, and their replacement.

(b) Alterations. Nothing will be altered on, constructed upon, or removed from the Common Area except with the specific approval of the Association.

(c) Activities. All uses and activities upon or about the Common Area are subject to the Association's rules and regulations.

(d) Signs. No sign of any kind will be displayed to public view within the Properties except (i) customary name and address signs on each Lot, (ii) a Lot sign of not more than six (6) square feet in size advertising a Lot for sale or rent, or (iii) no trespassing, no solicitation or beware of dog or such similar signs approved by the Association. All signs permitted by this subsection are subject to the Association's rules and regulations, provided however that these restrictions shall not apply to signs used by Declarant or his assigns to advertise the property during the promotion and construction of dwellings and sale of Lots.

(e) General Prohibitions. No activity is permitted, nor may any object or substance be kept, stored, or emitted anywhere within the Properties in violation of law. No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no obnoxious, destructive, illegal, or offensive activity that constitutes a nuisance to any Owner or to any other person at any time lawfully residing within the Properties is permitted anywhere within the Properties.

(f) Use of Lots. Each Lot may be improved and used for residential purposes only and only single detached family homes, approved in accordance with Article V may be constructed thereon. No trade, business, or profession of any kind may be conducted on any Lot except for the business of the Declarant and its transferees in developing the Properties, or home occupations.

(g) Leases. No Owner or Occupant shall enter into a lease or sublease for any Lot or Dwelling with any person for a period of less than 6 months. The tenant or lessee under any such lease or sublease must be the actual Occupant of the Lot or Dwelling.

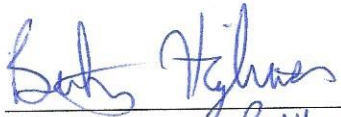
II. Article VIII, Section 6 of the Declaration is amended to read as follows:


Section 6. Amendment. The provisions of the Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association or any Owner, their respective heirs, successors, and assigns, for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least twenty (20) years following the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by members entitled to cast not less than ninety per cent (90%) of the votes pursuant to Article ~~III-IV~~, Section 2 hereof, thereafter by an instrument signed by members entitled to cast not less than ~~seventy-five (75%)~~ sixty-five percent (65%) of the votes pursuant to Article ~~III~~ IV, Section 2, hereof. No amendment shall be effective which shall impair or prejudice the rights or priorities of the Declarant or any Institutional Mortgagee without the specific written approval of the Declarant or Institutional Mortgagee affected thereby.

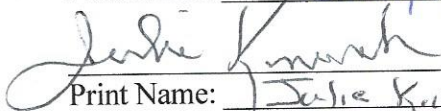
CODING: Deleted language is marked with a ~~strikethrough line~~, and new language is marked with a double-underline.

Signed, sealed, and delivered in the presence of:

**TIMBER POND UNIT # 3
HOMEOWNERS' ASSOCIATION,
INC.,** a Florida not-for-profit corporation

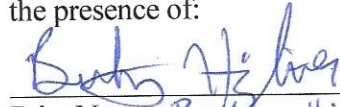

Print Name: Bethany Hightower

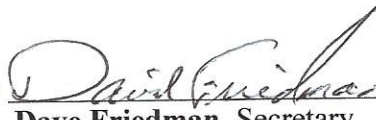
By: 
Rick Ivey, President

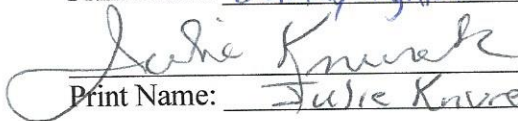

Print Name: Julie Kuvrek

Signed, sealed, and delivered in the presence of:

ATTEST:

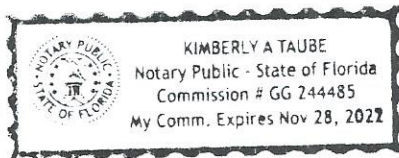

Print Name: Bethany Hightower

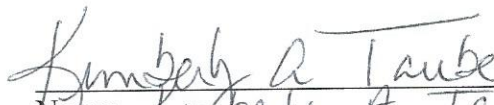
By: 
Dave Friedman, Secretary


Print Name: Julie Kuvrek

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of October, 2021, by Rick Ivey, President and Dave Friedman, Secretary, of Timber Pond Unit # 3 Homeowners' Association, Inc., who are personally known to me or produced FLDL as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions of Timber Pond Subdivision Unit # 3 and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they affixed thereto the official seal of the corporation, and the said instrument is the act and deed of said corporation..




Name: Kimberly A Taube
Notary Public, State of Florida
Notarial Seal or Stamp: