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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
 OF
 TERRANOVA
 PHASES II, III & IV

Russell Properties, Inc., a Florida corporation and Terranova Holdings, Inc., a Florida Corporation, hereinafter called Declarant, is the owner in fee simple of a certain tract of real property located in Polk County, Florida, known by official plat designation as *Terranova*, pursuant to map or plat thereof recorded in Plat Book 119, Pages 42 through 46, inclusive, public records of Polk County, Florida. Declarant reserves the exclusive right to add additional property subject to and for the benefit of terms and provisions hereunder, however, Declarant shall not be obligated to add any such real property.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above, and not excepted, each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Terranova Homeowner's Association of Polk County Inc., a Florida nonprofit corporation, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned or maintained by the Association, for the common use, and enjoyment of the owners.

Section 3. "Declarant" shall mean Russell Properties, Inc., a Florida corporation and Terranova Holdings, Inc., a Florida corporation, its successors and assigns. Russell Properties, Inc., and Terranova Holdings, Inc. shall have, and does hereby reserve, the right to partially assign the rights as Declarant hereunder, whereby more than one entity or person shall have the rights as Declarant simultaneously.

Section 4. "Lot" shall mean any plot of land shown as part of the recorded subdivision plat of Terranova, referred to above, with the exception of those portions of said plat, which are designated as the Common Areas. Declarant, at its sole discretion reserves the right to add additional contiguous lands, for the purpose of residential development, to Terranova which shall be included within, and for which such additional property, the owners of such additional property shall become members of, the Terranova Homeowner's Association of Polk County, Inc. However, Declarant shall not be obligated to add any such contiguous lands.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep signs, lighting, walls and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote an attractive, healthy, weed-free environment of optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association, as more fully explained in Article II below.

Section 7. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 8. "Mortgagee" shall mean any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, a credit union, and the Federal National Mortgage Association or similar agency.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. Membership in Association

Until such time as control of the Association has been relinquished by the Declarant to the non-Declarant Owners, the Declarant shall be the sole Member of the Association. The Declarant shall be deemed to have relinquished control of the Association: (i) immediately upon the recording of a Notice of Intent to Relinquish Control in the Public Records of Polk County, Florida, or (ii) three months after ninety percent (90%) of all Lots in all completed phases of Terranova have been conveyed by the Declarant. At such time as the Declarant relinquishes control of the Association all Owners shall be Members.

ARTICLE III. Assessments

Section 1. Lien and Personal Obligation of Assessments

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot whether or not shall be so expressed in his deed, to pay to the association (1) an annual assessment and (2) special assessments for capital improvements. Assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

Until the Declarant relinquishes control, the Member shall not be responsible for the payment of any portion of the assessments; rather, one hundred (100%) of all assessments shall be proportionately allocated among the other Owners with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Terranova minus any Lots owned by the Declarant. At such time as the Declarant relinquishes control, assessments shall be proportionately allocated among Members other than Declarant with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Terranova minus any Lots owned by the Declarant. Declarant shall not be under any obligation to pay any assessments after it relinquishes control. Article III, Section 1 may not be amended without the express consent of joinder of Declarant.

Section 2. Purpose of Annual or Special Assessments

The annual or special assessments levied by the Association shall be used exclusively to promote, or preserve the health, safety, welfare, recreation, aesthetics, and property values of the residents in the subdivision, and for the improvements, repair, and maintenance of the Common Areas in the Subdivision. Annual or special assessments shall include, and the Association shall acquire and pay out of the funds derived from annual or special assessments, the following:

- (a) Maintenance and repair of the common areas shall pass to the Association at the time of conveyance of the first lot and are described as follows: signs, landscaping, walls, community security, and other appurtenances; and any and all materials, equipment and the operation and maintenance located either above or underground, used in or comprising a part of various utility services. This also includes the cost of operation and maintenance of all dedicated areas, as well as the operation and maintenance costs of any drainage utility easements or "retention pond," and any landscape and utility easements.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas.
- (c) Acquisition of all furnishings, equipment, landscaping materials, and personnel necessary to manage and properly take care of the day-to-day operation and upkeep of the Common Areas, including any recreational facilities which may be located thereon (if any).
- (d) Maintenance, repair, and upkeep of the following: roadways, including entrance, electronic security gate, guard house (if any), signs and other appurtenances; all other roadways not dedicated to Polk County including any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, water service, sanitary sewer service, storm drainage system, telephone service, and cable TV service system; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to Polk County.
- (e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage.
- (f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
- (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- (h) A standard fidelity bond covering all members of the board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.

- (i) Any other materials, supplies, furniture, services, maintenance repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the term of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- (j) All other amounts that the Owners may agree upon or that the Board may deem necessary or appropriate for the operation, administration, and maintenance of the Association.

Section 3. Annual Assessment

- (a) Until January 1, of the year immediately following the conveyance of the first Lot by Declarant to an owner, the maximum annual assessment shall be two hundred fifty dollars (\$250.00),
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an owner the maximum annual assessment shall be fixed by the Board of Directors of the Association.

Section 4. Special Assessments

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 purposes of defraying in whole or in part, costs and/or fees associated with any construction, reconstruction, repair or replacement of a capital improvement on the common areas, related thereto, or for any other Association purpose or activity allowed in this Declaration. Any such assessment must be approved by the Board of Directors.

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 5. Commencement and Collection of Annual Assessments

The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an owner. The first annual assessment shall be prorated and due at the time of closing and shall, thereafter, be due and payable on January 1, of each subsequent year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the date such amounts become due. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, in its sole discretion, on or before February 15th of each year, cause to be recorded in the public records of Polk County, Florida, a list of delinquent assessments as of that date.

Section 6. Subordination of Assessment Lien to Mortgages

The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. Property Rights

Section 1. Annexation

For a period of fifteen years from the date of recordation of this Declaration, Declarant reserves the right to petition, vote, and/or consent to the annexation of all property located within the Terranova subdivision (including, without limitation, all lots and common areas) into or to become a part of the corporate limits of a municipality (city government). By acceptance of and in consideration of the conveyance of title to property in the subdivision, each lot owner and the Terranova Homeowner's Association of Polk County, Inc., shall, and do hereby, irrevocably appoint Declarant as attorney-in-fact to petition, vote, and/or consent to the annexation of all property located within the Terranova subdivision.

Section 2. Owner's Use and Enjoyment

Every owner of a lot shall participate in the association subject to the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. Every owner shall have a right and easement of enjoyment in and to the Common Areas.

Section 3. Delegation of Use

Subject to such limitations as may be posed by the by-laws, each owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests and invitees.

Section 4. Easements of Encroachment

There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Areas adjacent hereto for any encroachment due to the unwillful placement, settling, or shifting

of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment accruing due to the willful conduct of any owner.

Section 5. Other Easements

- (a) Easements for installations, maintenance and repair of utilities, drainage facilities, and the entry are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, sign or utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements thereon or therein shall be continuously maintained by the owner of such lot, except for improvements the responsibility for maintenance of which rests with the Association or some governmental authority or public or private utility company.
- (b) A blanket easement throughout Terranova for police powers and services supplied by the local, state and federal governments, and/or any security services that may be provided by the association is hereby established for the Terranova Subdivision.
- (c) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation or right-of-way, and such easements, reservation and rights-of-way shall at all times be open and accessible to the Association, to public, quasi-public and private utility corporations, their employees and contractors approved and designated by the Association, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.
- (d) Declarant reserves unto itself and/or its assigns the unrestricted use of all easements for rights-of-way, utilities, security and police powers created herein or through the Terranova plat. Notwithstanding any other provision to the contrary, such right of use (described in this paragraph) shall not be limited to owners of lots in the subdivision, and may include property owners outside the subdivision.

Section 6. Right of Entry

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 7. No partition: Subdivision of Lots

There shall be no judicial partition of the Common Areas, nor shall Declarant or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. Owners (other than Declarant) may not subdivide or separate any lot into smaller lots.

Section 8. Common Areas

The Common Areas and the surface water management system shall be owned and regulated by the Association for the benefit and use of all owners. It shall be the responsibility of the Association to operate and maintain the surface water management system within Terranova.

Property owners may remove all vegetation and other organic material within the wetlands and/or upland buffers adjacent to lakes within an area not to exceed 50 feet in width or 50 percent of the lake frontage, whichever is less. In addition, property owners may construct private docks within the cleared area which are exempt pursuant to Rule 40D-4.051(12)(c), Florida Administrative Code. Otherwise, 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 drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline reinforcements.

Section 9. Sales Offices

Notwithstanding any provision in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices and sales trailers, together with signs relating thereto, on a lot or lots until such time as all of the lots are sold.

ARTICLE V. Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used exclusively for residential purposes.

Section 2. No business of any kind shall be conducted in any residence with the exception of the business of the Declarant and the transferees of Declarant in developing all of the lots as provided in Section 16 below,

Section 3. No noxious or offensive activity or public or private nuisance shall be conducted in or on any lot.

Section 4. No sign of any kind (including, but not limited to, commercial, political, and similar signs) shall be displayed in public view on a home site or the Common Area without the prior written consent of the Board of Directors of the Association, except such signs as required by law, customary name and address signs and lawn signs of not more than five square feet advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or on the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the Common Areas which would result in the cancellations of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 6. All home sites shall have concrete paved driveways of stable and permanent construction, as a minimum. All concrete driveways shall have a light broom finish and joints shall be provided to prevent surface cracking and be in accordance with Polk County specifications.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or on the Common Areas. However, dogs, cats and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred or maintained for commercial purposes.

Section 8. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be located in appropriate areas concealed from public view.

Section 9. Other than the original fences or walls constructed by Declarant, no chain link or wooden fences are permitted. All fences and/or walls where permitted shall be of the same material and design as the adjacent building, or, such fences and/or walls, where permitted, may be of that material and composition commonly known as "maintenance free vinyl fencing," or "PVC fencing" and shall be white in color. All such fencing materials must be approved by the Architectural Committee. No fences or walls shall be allowed in front yards. Where a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual value of common areas, a landscape screen in lieu of a fence or wall shall be required. No fence or wall over six (6) feet in height shall be permitted except for special conditions as approved by the Association and shall not be in violation of county ordinances. In general, fences or walls are not encouraged within Terranova. Hedges, berms, or other landscape alternatives are preferred.

Section 10. No outbuilding, basement, tent, shack, garage, trailer, shed, structure, or temporary building of any kind shall be used as a residence, either temporarily or permanently. Further, no temporary building or structure shall be permitted on any home site except that trailers, temporary buildings, barricades, and the like may be permitted during the construction of a permanent improvement, for construction purposes only. They shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended, and shall be permitted for no longer than a period of six (6) months unless an extension of time is granted by the Association.

Section 11. No lot within the subdivision shall be further subdivided into one or more additional parcels of smaller size. However, the Declarant reserves the exclusive right to amend the boundaries for, or replat, any number of lots and/or the area of property utilizing the subdivision's common areas, including without limitation, the entrance, roadways, drainage, and easements of any sort.

Section 12. All lot owners shall purchase and provide a mailbox of the size and quality established by Declarant through specifications provided by Declarant to Owner upon the initial sale and closing of each Lot, and shall continue to maintain the same in good working order and excellent aesthetic condition. Should it become inoperative for any reason, or deteriorate in aesthetic condition due to weather or any other reason, it shall be replaced. No mail or newspaper boxes, receptacles, or any other similar item shall be erected, displayed, or maintained at Terranova other than those established by Declarant. Declarant reserves the right to delegate the right to establish design, specifications, or appearance of such mail or newspaper boxes, receptacles, or any similar item to the Architectural Committee.

Section 13. All exterior lighting shall be consistent with the character established in Terranova and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building designs and material. Each dwelling shall have one common design yard entrance light.

Section 14. Lawn furnishings such as bird baths, frog ponds, lawn sculpture, artificial plants, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a location on the lot where it is least visible from common areas and from other lot owners' property.

Section 15. No property owner shall erect, place, or maintain outdoor clotheslines or exposed fuel tanks at his residence.

Section 16. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work and sale or other disposition of the lots are essential to the establishment and welfare of the subdivision as an on-going residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from going on any part or parts of the subdivision owned or controlled by

Declarant, Declarant's transferee or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

- (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or of Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as there may be reasonably necessary for the completion of such work, the establishment of a subdivision as a residential community, and the disposition of lots by sale or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant, of Declarant's transferee's from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale or disposition of subdivision lots.

As used in this Section 16, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

Section 17. Maintenance

The Association shall be solely responsible for the maintenance and replacement of all decorative signs, illumination thereon, and street designation posts installed in the subdivision, and the Association shall hold the service or utility provider harmless from all claims for maintenance and replacement of same which are installed by Association. The Association shall also be solely responsible for the maintenance of all roadways on a pro rated basis, in the subdivision.

Section 18. Utility Wiring and T.V. Antennae

All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground where permitted in accordance with applicable codes that may be imposed or imposed by any public or private electrical, gas, telephone or cable television communication service servicing the subject property. No satellite TV reception dish shall be permitted exceeding 18" in diameter, and no such reception dish shall be placed within the front yard of any residence or lot.

Section 19. Trucks, Recreational Vehicles, and Other Equipment

No owner of a lot shall park, store or keep any truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle on or in any uncovered parking space. More specifically, no truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle, may be parked on a driveway. No truck or other vehicle larger than a three-quarter ton pickup may be parked, stored, or kept in any covered parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or other areas at the Terranova community except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.

Section 20. Owner's Obligation to Clean Lot

Each owner of a lot with or without a home constructed thereon in the subdivision shall be required to maintain said lot in a clean and slightly condition including the proper mowing, trimming and pruning of grass, weeds, trees, or other underbrush, and a vacant lot may not be used for parking purposes. If, in the opinion of the Association, a lot owner is not complying with this provision, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed fifteen (15) days, within which compliance shall be made. If a lot owner fails to comply with the Association's requirements, within the time allotted, the Association, its agent, employees, or designated representatives, shall have their right of entry onto said lot without the fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said cleanup operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 21. Use of Equipment and Materials During Construction

During the course of construction of any improvement on a subdivision lot, neither the lot owner nor any of his agents, employees, or designated representatives shall block any of the subdivision streets or otherwise interfere with any other lot owner's (or Declarant's) access to or use of his or her particular lot or the common areas. No trucks, equipment, building materials, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular improvement being obstructed.

Section 22. Shallow Wells and Sprinklers

Subject to regulation by governmental agencies, wells may be put down by lot owners for irrigating purposes. However, same shall be located on the rear portion of the subdivision lot and out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exemption of sprinklers that are located in flowerbeds or other areas immediately adjacent to the residential structure. Subject to regulation by governmental agencies, owners of lake front lots in Terranova may attempt to use lake water for irrigation and shall place all such irrigation pipe and other apparatuses underground or concealed or encased in some permanent structure.

Section 23. Building Construction Standards

- (a) Finish exterior building materials shall be applied consistently to sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, wood (not plywood or similar material), or other approved natural material. The improvement of a lot, or the construction, repair, or remodeling of any improvement must be diligently and continuously pursued, once begun and, in any event, promptly completed. The Declarant may impose a deadline to complete construction.
- (b) Finish exterior colors shall be applied consistently to all sides of the exteriors of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.
- (c) Heights of buildings shall be compatible with adjacent buildings.
- (d) No alteration of ground elevation shall be permitted on any lot that shall exceed one foot in deviation from the ground elevation at the time of the plotting of the subdivision, excepting driveways, pedestrian walkways and foundations.
- (e) Flat roofs shall not be permitted on the main portion of the structure, provided, however, the Association shall have discretion to approve such roofs on the main body of a building, if modern or contemporary design. No buildup roofs shall be permitted, except on approved flat surfaces.

All pitched roofs must have at least a 6/12 slope on the main body of the building. A 5/12 slope will be acceptable on two story homes. The composition of all pitched roofs must be a 25-year fungus resistant architectural shingle.

No aluminum roofs shall be permitted on any home within Terranova, including any future additions to an existing home.

- (f) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, stucco, or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowl or surround of material approved in advance in writing by the Association.
- (g) All exterior appurtenances or mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen. No solar heaters or window air conditioning units shall be allowed where visible from any street.
- (h) Unless otherwise approved by Declarant, no building may be constructed separate or apart from the dwelling. Each dwelling must have an enclosed 2-car garage. No carports shall be permitted.

Should a dispute develop over interpretation of the minimum building setback requirements, the dispute shall be submitted to the board of Directors of the Association for a decision, which decision shall be final and conclusive on all parties concerned. Further, any regulations regarding building setback imposed by governmental agency shall prevail over the setback regulations set forth herein.

Section 24. Minimum Square Foot Requirements of Residences Constructed on Subdivision Lots

- (a) The following minimum square footage requirements shall be observed by the owners of the following lots: Phase II – Lot Numbers 93-112, 127-132, 143-179; Phase III – Lot Numbers 180-243, Phase IV – Lot Numbers 244-279, 287-314, inclusive when constructing improvements and appurtenances on said lots: (1) All one-story improvements shall contain a minimum of 1700 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and the like; and (2) All two-story improvements shall contain a minimum of 1900 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like.
- (b) The following minimum square footage requirements shall be observed by the owners of the following lots: Phase II – Lot Numbers 113-116, 126, 133-142, Phase IV – 280, 284, inclusive when constructing improvements and appurtenances on said lots: (1) All one-story improvements shall contain a minimum of 2000 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and the like; and (2) All two-story improvements shall contain a minimum of 2200 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like.
- (c) The following minimum square footage requirements shall be observed by the owners of the following lots: Phase II – 117-125, Phase IV – 281-283, inclusive when constructing improvements and appurtenances on said lots: (1) All one-story improvements shall contain a minimum of 2200 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and the like; and (2) All two-story improvements shall contain a minimum of 2400 square feet of living area exclusive of garages, patios, screened-in porches, decks, porticos, and the like.
- (d) Each single family dwelling house shall contain a minimum of standard double car garage not less than 20 linear feet in width, which shall be enclosed with a conventional width and proper mechanically

operated door for ingress and egress purposes. Each garage shall be properly enclosed and architecturally integrated as a part or as an extension of the dwelling unit and attached to the dwelling unit and shall conform architecturally therewith.

Should a dispute develop as to the application on any of the minimum square footage requirements set forth in this section, said dispute shall be submitted to the Board of Directors of the Association for determination, and their decision shall be conclusive and final as to all parties.

ARTICLE VI. Owner's Obligation to Repair

Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time to its initial construction, excepting only normal wear and tear by the elements.

ARTICLE VII. Architectural Control

Section 1. Creation of Architectural Committee

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, to preserve the value of property at the subdivision, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of Terranova Homeowner's Association of Polk County, Inc. shall appoint a committee to be known as the Architectural Committee, which committee shall have the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee. References in this Article to the committee shall mean the Declarant until the committee is appointed.

Declarant shall have the exclusive right of approval or disapproval of all architectural design within Terranova. All plans and specifications must be accepted and approved by Declarant prior to the commencement of construction of any improvements on any lot within Terranova. It shall be the burden of the lot owner to provide Declarant with complete plans, specifications and color samples prior to construction, and Declarant reserves the right to deny approval of construction and/or design for any reason, including, without limitation, aesthetic reasons. Prior to and upon transition of the homeowner's association from the Declarant to the homeowners, Declarant shall be exempt from obtaining approval from the architectural committee on all new construction performed by Declarant until the completion of the development.

Section 2. Construction of Residences and Miscellaneous Other Structures

No residence, building, fence, wall, boat dock or other structure shall be erected, maintained or altered on any lot within the subdivision, until the plans and specifications showing the nature, kind, shape, height, size, materials, colors, floor plans, elevations, and locations of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to the surrounding structures and topography.

Section 3. Alterations, Additions and Improvements of Residences

No owner shall make any structural alterations, or shall undertake any exterior repainting or repair of, or addition to his residence, including replanting, or other external attachments which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 4. Damage and Destruction of Residence; Approval of Structural Variances

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all reasonable diligence, to rebuild, repair, or reconstruct such residence in a manner, which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. In lieu of the above, owner may elect to demolish the remainder of the structure and clear the site of improvements and debris.

Section 5. Approval of Committee; how evidenced

Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within fifteen (15) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

Section 6. Release From Minor Violations

If a building or other structure has been erected or its construction substantially advanced and the building or structure violates these restrictions or the plat, the Architectural Committee or Declarant may release a lot from any part of the covenants or plat which is violated. The Declarant or Architectural Committee shall not give a release except for a violation that is, in its sole judgment, a minor or insubstantial violation.

ARTICLE VIII. Landscaping

Each owner shall provide and maintain landscaping, lawn and shrubbery upon his lot in keeping with the architecture of his residence. Prior to occupancy, all front, side and rear yards shall be equipped with an underground sprinkling system and shall be completely sodded with St. Augustine, or better quality grass, customarily used for lawn purposes, and shall include the installation of at least one shade tree with a minimum height of 8' located within the front yard of the residence. Declarant shall have no responsibility for maintenance or landscaping on lots, common areas, streets, or drainage retention area.

ARTICLE IX. Amendments and Miscellaneous

Section 1. Enforcement

Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any litigation, including breach, enforcement or interpretation, arising out of this declaration, or in conjunction with any of the documents or instruments referred to in this declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Section 2. Severability

Invalidation of any one of these covenants or restrictions by ordinance, judgment, or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendments

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the Association members. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.
- (b) Notwithstanding, any provision contained in this Declaration to the contrary, the Declarant, without the approval of the Association, the owners, or any mortgagee of any property within the subdivision, may record and amend this Declaration in any manner or fashion. This includes, without limitation, the right to change the interior design, dimensions and arrangement of all lots, including increasing or decreasing the number of lots for the subdivision, and to alter the boundaries of lots owned by the Declarant, or the boundaries of the subdivision.
- (c) Notwithstanding any provision contained in this Declaration to the contrary, the Declarant, without the joinder or approval of the Association, the Owners, or any mortgagee of property within the Subdivision, may record any amendment to this Declaration to be made by the Declarant without the approval of the Association, the Owners, or any mortgagee of property within the Subdivision.
- (d) Notwithstanding any provision contained in the Declaration to the contrary, any amendment or amendments adding additional phases or property shall not be required to be executed by, nor consented to by, lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision. To that end, Declarant specifically reserves the right to utilize and/or assign such rights of utilization in all roadways, rights-of-way, utilities, and common areas described hereunder or created by the plat. The owners of any such added property may become members in the Association. Declarant reserves the right to convert lots in this phase into ingress and egress rights of way for the purpose of accessing such added property. In addition, Declarant reserves the absolute right to amend this Declaration to change the number of lots to be contained in any subsequent phases. Said amendment need not be executed or consented to by lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision.

Section 4. Subordination

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any first mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration

The covenants, conditions, and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the Owners of at least three-quarters (3/4) of the subdivision lots.

Should the Association be dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

IN WITNESS WHEREOF, undersigned has hereto set its hand and seal this 9th day of September, 2002.

Signed, sealed and delivered
in the presence of:

Sheila D. Rounds
SHEILA D. Rounds
Printed Name of Witness

Kathy Lynn Davis
KATHY LYNN DAVIS
Printed Name of Witness

TERRANOVA HOLDINGS, INC.
a Florida corporation

By: Peter E. Cassidy
Peter E. Cassidy, President
700 Overlook Drive
Winter Haven, FL 3388

Signed, sealed and delivered
in the presence of:

Lori J. Rubringer
LORI J. RUBRINGER
Printed Name of Witness


Tim Dudley
Tim DUDLEY
Printed Name of Witness

RUSSELL PROPERTIES, INC.
a Florida corporation

By: Jon T. Russell
Jon T. Russell, President
700 Overlook Drive
Winter Haven, FL 3388

STATE OF FLORIDA
COUNTY OF POLK


The foregoing instrument was acknowledged before me this 9th day of September, 2002, by
Peter E. Cassidy as President of Terranova Holdings, Inc., on behalf of the corporation,
and is personally known by me or has produced _____ as identification.

Deborah Quattlebaum
Notary Public - State of Florida
 Deborah Quattlebaum
MY COMMISSION # CC798831 EXPIRES
April 23, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

Print/Type Name of Notary Public
Commission No. _____
My Commission Expires: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 19th day of September, 2002, by
Jon T. Russell, as President of Russell Properties, Inc., on behalf of the corporation,
and is personally known by me or has produced _____ as identification.

Deborah Quattlebaum
Notary Public - State of Florida
 Deborah Quattlebaum
MY COMMISSION # CC798831 EXPIRES
April 23, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

Print/Type Name of Notary Public

Peter E. Cassidy
President
Terranova Holdings, Inc., a Florida corporation
295 First Street, South
Winter Haven, FL 33880

INSTR # 2004101890
BK 05785 PGS 0889-0891 PG(5) 3
RECORDED 05/20/2004 02:57:29 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 15.00
RECORDED BY S Wiggins

**FIRST AMENDMENT TO
DECLARATIONS, CONDITIONS, EASEMENTS, AND RESTRICTIONS**

OF

TERRANOVA

PHASES II, III & IV

STRAUGHN STRAUGHN & TURNER PA
P O BOX 2295
255 MAGNOLIA AVE SW
WINTER HAVEN, FL 33883-2295

Russell Properties, Inc., a Florida corporation, and Terranova Holdings, Inc., a Florida corporation, hereinafter called Declarant, the developer of that real property located in Polk County, Florida, known as *Terranova Phase Two*, pursuant to the plat thereof recorded in Plat Book 119, pages 42 through 46 inclusive; all of the public records of Polk County, Florida, docs hereby, for itself, its successors, and assigns, hereby declare that all of the real property subject to the Declaration, its grantees of any portion of the land subject to the Declaration (as hereafter described) whether the conveyance to such grantee occurred prior to or after the execution and recording of this First Amendment, and each part thereof, shall be held, sold, and conveyed only subject to the following, easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the property described herein, or any part thereof, together with their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

WHEREAS, that certain Declaration of Covenants, Conditions, Easements, and Restrictions of Terranova, dated September 9, 2002, was recorded on September 30, 2002, in O.R. Book 05125, pages 1964 through 1973, inclusive, all of the public records of Polk County, Florida (hereinafter as the "Declaration"); and

WHEREAS, the undersigned parties do hereby consent to the terms of this First Amendment, as well as reaffirm and consent to all terms, conditions, obligations, and benefits contained in the original declaration, as more fully described above; and

WHEREAS, all other terms, conditions, provisions, covenants, easements, and restrictions, and benefits found in the declarations described above shall otherwise remain in full force and effect;

NOW, THEREFORE, the Declarant docs hereby amend the subject declaration, and the consenting parties designated below, in consideration of the provisions, terms, conditions, restrictions, and benefits contained herein and the future development of the subject property by Declarant, do hereby consent, as follows:

Russell Properties, Inc., a Florida corporation, and Terranova Holdings, Inc., a Florida corporation, hereafter called Declarant, is (or has been) the owner in fee simple of those certain tracts of real property located in Polk County, Florida, known by official plat designation as *Terranova Phase Two*, pursuant to map or plat thereof recorded in Plat Book 119, pages 42 through 46, inclusive, all of public record of Polk County, Florida. Declarant reserves the exclusive right to add property subject to and for the benefit of terms and provisions hereunder, however, Declarant shall not be obligated to add any such real property.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above, and not excepted, and each part thereof shall be held, sold, and conveyed only subject to the easements, covenants, conditions, and restrictions, as set forth in the Declaration, recorded in O.R. Book 05125, pages 1964 through 1973, inclusive; all of the Polk County public records, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

All definitions and all terms contained in the Declaration, as described above, shall be interpreted, and the same are hereby declared and amended, to include that additional real property which constitutes *Terranova Phase Three*, pursuant to the plat thereof recorded in Plat Book 124, pages 23 through 27, of the Polk County public records.

* *

ALL OTHER TERMS, PROVISIONS, CONDITIONS, COVENANTS, EASEMENTS, AND RESTRICTIONS OF THE SUBJECT DECLARATION THEREOF, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, undersigned has hereto set its hand and seal this 22 day of April, 2004

Signed, sealed and delivered
In the presence of:

Sheila D. Rounds
SHEILA D. ROUNDS
Printed Name of Witness

Kathy Lynn Davis
Kathy Lynn Davis
Printed Name of Witness

Terranova Holdings, Inc.,
a Florida corporation

By: Peter E. Cassidy
Peter E. Cassidy, President
295 First Street, South
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22nd day of April, 2004, by Peter E. Cassidy, as President of Terranova Holdings, Inc., and on behalf of the corporation, is personally known to me or has produced _____ as identification.



Kathy Lynn Davis
Notary Public - State of Florida
Kathy Lynn Davis
Print/Type Name of Notary Public
Commission No. DD 097336
My Commission Expires: June 1, 2006

Signed, sealed and delivered
In the presence of:

D. Quattlebaum
Deborah Quattlebaum
Printed Name of Witness

Larry Anderson
Larry Anderson
Printed Name of Witness

Russell Properties, Inc.,
a Florida corporation

By: John T. Russell
John T. Russell, President
295 First Street, South
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22 day of April, 2004 by John T. Russell, as President of Russell Properties, Inc., and on behalf of the corporation, is personally known to me or has produced _____ as identification.

(SEAL)

D. Quattlebaum
Notary Public - State of Florida
Deborah Quattlebaum
Print/Type Name of Notary Public
Commission No. DD 097336
My Commission Expires: June 1, 2006

CONSENT

The undersigned does hereby consent to all of the terms, conditions, uses, restrictions, and provisions set forth above.

Signed, sealed and delivered
In the presence of:

Brenda Holder
BRENDA HOLDER
Printed Name of Witness

Sandy Bryan
Sandy Bryan
Printed Name of Witness

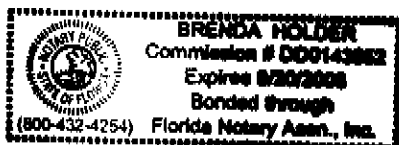
CENTER STATE BANK

By: John C. Corbett
JOHN C. CORBETT
Printed Name
Mortgagecc President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 22nd day of April, 20 04 by JOHN C. CORBETT, as PRESIDENT of Center State Bank, and is personally known to me or has produced _____ as identification.

(SEAL)



Brenda Holder
Notary Public - State of Florida
BRENDA HOLDER
Print/Type Name of Notary Public
Commission No. 000143862
My Commission Expires: 8/20/06

R Peter E. Cassidy
President
Terranova Holdings, Inc., a Florida corporation
295 First Street, South
Winter Haven, FL 33880

INSTR # 2005081139
BK 06158 PGS 0920-0922 PG(s) 3
RECORDED 04/12/2005 11:42:31 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY A Fowler

**SECOND AMENDMENT TO
DECLARATIONS, CONDITIONS, EASEMENTS, AND RESTRICTIONS
OF
TERRANOVA
PHASES II, III & IV**

Terranova Holdings, Inc., a Florida corporation, hereinafter called Declarant, the developer of that real property located in Polk County, Florida, known as *Terranova Phase Two*, pursuant to the plat thereof recorded in Plat Book 119, pages 42 through 46, inclusive, and *Terranova Phase Three*, pursuant to the plat thereof recorded in Plat Book 124, pages 23 through 27, inclusive, all of the public records of Polk County, Florida, does hereby, for itself, its successors, and assigns, hereby declare that all of the real property subject to the Declaration, its grantees of any portion of the land subject to the Declaration (as hereafter described) whether the conveyance to such grantee occurred prior to or after the execution and recording of this Second Amendment, and each part thereof, shall be held, sold, and conveyed only subject to the following, easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the property described herein, or any part thereof, together with their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

WHEREAS, that certain Declaration of Covenants, Conditions, Easements, and Restrictions of Terranova, dated September 9, 2002, was recorded on September 30, 2002, in O.R. Book 05125, pages 1964 through 1973, inclusive, all of the public records of Polk County, Florida (hereinafter as the "Declaration"); and

WHEREAS, that certain First Amendment to Declaration of Covenants, Conditions, Easements, and Restrictions of Terranova, dated April 22, 2004, was recorded on May 20, 2004, in O.R. Book 05785, pages 0889 through 0891, inclusive, all of the public records of Polk County, Florida (hereinafter as the "Declaration"); and

WHEREAS, the undersigned parties do hereby consent to the terms of this Second Amendment, as well as ~~reaffirm and consent to all terms, conditions, obligations, and benefits contained in the original declaration, as more fully described above; and~~

WHEREAS, all other terms, conditions, provisions, covenants, easements, and restrictions, and benefits found in the declarations described above shall otherwise remain in full force and effect;

NOW, THEREFORE, the Declarant does hereby amend the subject declaration, and the consenting parties designated below, in consideration of the provisions, terms, conditions, restrictions, and benefits contained herein and the future development of the subject property by Declarant, do hereby consent, as follows:

Terranova Holdings, Inc., a Florida corporation, hereafter called Declarant, is (or has been) the owner in fee simple of those certain tracts of real property located in Polk County, Florida, known by official plat designation as *Terranova Phase Two*, pursuant to map or plat thereof recorded in Plat Book 119, pages 42 through 46, inclusive, all of public record of Polk County, Florida, and *Terranova Phase Four*, pursuant to map or plat thereof recorded in Plat Book 130, pages 6 through 7, inclusive, all of public record of Polk County, Florida. Declarant reserves the exclusive right to add property subject to and for the benefit of terms and provisions hereunder, however, Declarant shall not be obligated to add any such real property.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above, and not excepted, and each part thereof shall be held, sold, and conveyed only subject to the easements, covenants, conditions, and restrictions, as set forth in the Declaration, recorded in O.R. Book 05125, pages 1964 through 1973, inclusive; all of the Polk County public records, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

All definitions and all terms contained in the Declaration, and First Amendment to Declaration, and Second Amendment to Declaration, as described above, shall be interpreted, and the same are hereby declared and amended, to include that additional real property which constitutes *Terranova Phase Four*, pursuant to the plat thereof recorded in Plat Book 130, pages 6 through 7, of the Polk County public records.

* *

ALL OTHER TERMS, PROVISIONS, CONDITIONS, COVENANTS, EASEMENTS, AND RESTRICTIONS OF THE SUBJECT DECLARATION THEREOF, SHALL REMAIN IN FULL FORCE AND EFFECT.

IN WITNESS WHEREOF, undersigned has hereto set its hand and seal this 8TH day of APRIL, 2005

Signed, sealed and delivered
In the presence of:

Jessica Chewning
Jessica Chewning
Printed Name of Witness

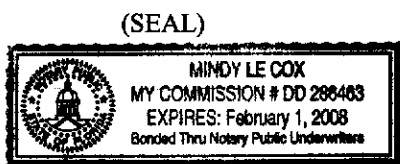
Mindy Le Cox
MINDY LE COX
Printed Name of Witness

Terranova Holdings, Inc.,
a Florida corporation

By: Peter E. Cassidy
Peter E. Cassidy, President
295 First Street, South
Winter Haven, FL 33880

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8TH day of APRIL, 2005, by Peter E. Cassidy, as President of Terranova Holdings, Inc., and on behalf of the corporation, is personally known to me or has produced _____ as identification.



Mindy Le Cox
Notary Public - State of Florida
MINDY LE COX
Print/Type Name of Notary Public
Commission No. DD 286463
My Commission Expires: FEBRUARY 01, 2008

CONSENT

The undersigned does hereby consent to all of the terms, conditions, uses, restrictions, and provisions set forth above.

Signed, sealed and delivered
In the presence of:

Tracy Edwards
Tracy Edwards
Printed Name of Witness

Nancy A. Diedrich
NANCY A. DIEDRICH
Printed Name of Witness

Bank of America

By: Dean Kua
Dean Kua
Printed Name
Mortgagee

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 11th day of April, 2005, by
DEAN W KUNA, as Sr. Vice President of Bank of America,
and is personally known to me or has produced _____ as identification.

(SEAL)



Tracy Handy Edwards
Notary Public - State of Florida

Tracy Handy Edwards
Print/Type Name of Notary Public
Commission No. DD 125500
My Commission Expires: 9/23/06

INSTR # 2009183654
BK 07993 PGS 0164-0188 PG(s)25
RECORDED 10/13/2009 01:47:07 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 214.00
RECORDED BY S Wiggins

TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.

AMENDED AND RESTATED
DECLARATION OF COVENANTS & RESTRICTIONS
OF TERRANOVA PHASES II, III & IV

TERRANOVA HMO ASSOCIATION
19 EAST CENTRAL BLVD
ORLANDO, FL 32801

 _____

CERTIFICATE OF AMENDMENT TO THE DECLARATION FOR
TERRANOVA HOMEOWNERS ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS:

The undersigned, as President and AGENT of TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., a Florida not-for-profit corporation, pursuant to Florida Statutes and the DECLARATION OF COVENANTS AND RESTRICTIONS FOR TERRANOVA HOMEOWNERS ASSOCIATION, recorded in Official Records Books of the Public Records of Polk County, Florida, as amended from time to time ("Declaration"), hereby certify that an Amendment to the Declaration, which amendment is attached hereto and by reference made a part hereof ("Amendment"), was approved by the membership on the 30 day of JUNE, 2009

The Amendment was approved pursuant to Article IX, Section 3(a) of the Declaration, as amended, which provides that this Declaration may be amended by duly recording an instrument executed and acknowledged by not less than fifty one percent (51%) of the Association Members.

Proper notice was given to each member pursuant to the Bylaws of Terranova Homeowners Association of Polk County, Inc. and the Florida Statutes.

With the exception of the above referenced Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

The Association is a not for profit corporation and a homeowners association created pursuant to Chapters 617 and 720, Florida Statutes.

IN WITNESS WHEREOF, TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., has caused these presents to be executed in its name, this 15 day of July, 2009.

Signed, sealed and delivered
In the presence of:

John Alex Jr
(Sign-Witness)
JOHN ALEXA JR
(Print)

Lisa Charland
(Sign-Witness)
Lisa Charland
(Print)

TERRANOVA HOMEOWNERS ASSOCIATION OF
POLK COUNTY, INC.

By: Sherell J Crego
Jery Crego, President

Attest: [Signature]

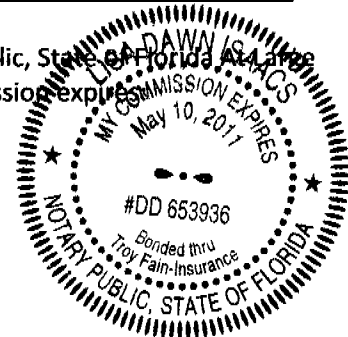
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15 day of July, 2009, by Jerry Crego, as President of TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Lisa Dawn Isaacs
(Sign)

LISA DAWN ISAACS
(Print)

Notary Public, State of Florida At Large
My commission expires: _____



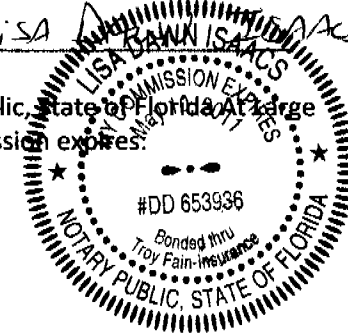
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of July, 2009 by K. Patrick Whelan as Agent of TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Lisa Dawn Isaacs
(Sign)

LISA DAWN ISAACS
(Print)

Notary Public, State of Florida At Large
My commission expires: _____



**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF TERRANOVA PHASES II, III, & IV**

Russell Properties, Inc., a Florida corporation and Terranova Holdings, Inc., a Florida corporation, herein after called Declarant, is the owner in fee simple of a certain tract of real property located in Polk County, Florida, known by official plat designation as *Terranova*, pursuant to map or plat thereof recorded in Plat Book 119, Pages 42 through 46, inclusive, public records of Polk County, Florida. Declarant reserves the exclusive right to add additional property subject to and for the benefit of terms and provisions hereunder, however, Declarant shall not be obligated to add any such real property.

For the purpose of enhancing and protecting the value, attractiveness, and desirability of the lots or tracts constituting such subdivision, Declarant hereby declares that all of the real property described above, and not excepted, each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title, or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

Section 1. "Association" shall mean and refer to Terranova Homeowner's Association of Polk County, Inc., a Florida nonprofit corporation, its successors and assigns.

Section 2. "Common Areas" shall mean all real property owned or maintained by the Association, for the common use, and enjoyment of the owners.

Section 3. "Declarant" shall mean Russell Properties, Inc., A Florida corporation and Terranova Holdings, Inc., a Florida corporation, its successors and assigns. Russell Properties, Inc., and Terranova Holdings, Inc. shall have, and does hereby reserve, the right to partially assign the rights as Declarant hereunder, whereby more than one entity or person shall have the rights as Declarant simultaneously.

Section 4. "Lot" shall mean any plot of land shown as part of the recorded subdivision plat of Terranova, referred to above, with the exception of those portions of said plat, which are designated as the Common Areas. Declarant, as its sole discretion reserves the right to add additional contiguous lands, for the purpose of residential development, to Terranova which shall be included within, and for which such additional property, the owners of such additional property shall become members of the Terranova Homeowner's Association of Polk County, Inc. However, Declarant shall not be obligated to add any such contiguous lands.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep signs, lighting, walls and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear accepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote an attractive, healthy, weed-free environment of optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association, as more fully explained in Article II below.

Section 7. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 8. "Mortgagee" shall mean any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes but is not limited to, a bank, a savings and loan association, a mortgage lending company, a credit union, and the Federal National Mortgage Association or

similar agency.

Section 9. "Owner" shall mean the record owner, as reflected in the official records of the Clerk of Courts of Polk County, Florida, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as maybe brought within the jurisdiction of the Association as hereinafter provided.

Section 11. "CC&R" shall mean Associations Covenants & Restrictions (Community Covenants & Restrictions) covering all land within the legal description of the property.

Section 12. "ARC" shall mean Architectural Review Committee (Architectural Committee).

ARTICLE II. Membership in Association

Until such time as control of the Association has been relinquished by the Declarant to the non-Declarant Owners, the Declarant shall be the sole Member of the Association. The Declarant shall be deemed to have relinquished control of the Association: (i) immediately upon the recording of a Notice of Intent to Relinquish Control in the Public Records of Polk County, Florida, or (ii) three months after ninety percent (90%) of all Lots in all completed phases of Terranova have been conveyed by the Declarant. At such times as the Declarant relinquishes control of the Association all Owners shall be Members.

ARTICLE III. Assessments

Section 1. Lien and Personal Obligation of Assessments

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot whether or not shall be so expressed in his deed, to pay to the association (1) an annual assessment and (2) special assessments for capital improvements. Assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late fees and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, late fees and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

The Board of Directors shall establish from time to time by rule, resolution or regulation, the frequency of assessments (annual, quarterly, monthly, etc), as well as the amount of late payment, interest penalties and other costs.

Until the Declarant relinquishes control, the Member shall not be responsible for the payment of any portion of the assessments; rather, one hundred percent (100%) of all assessments shall be proportionately allocated among the other Owners with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Terranova minus any Lots owned by the Declarant. At such time as the Declarant relinquishes control, assessments shall be proportionately allocated among Members other than Declarant with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Terranova minus any Lots owned by the Declarant. Declarant shall not be under any obligation to pay any assessments after it relinquishes control. Article III, Section 1 may not be amended without the express consent of joinder of Declarant.

Section 2. Purpose of Regular or Special Assessments

The regular or special assessments levied by the Association shall be used exclusively to promote, or preserve the health, safety, welfare, recreation, aesthetics, and property values of the residents in the subdivision, and for the improvements, repair, and maintenance of the Common Areas in the Subdivision. Regular or special assessments shall include, and the Association shall acquire and pay out of the funds derived from regular or special assessments, the following:

- a) Maintenance and repair of the common areas shall pass to the Association at the time of conveyance of the first lot and are described as follows: signs, landscaping, walls, community security, and other appurtenances; and any and all materials, equipment and the operation and maintenance located either above or underground, used in or compromising a part of various utility services. This also includes the cost of operation and maintenance of all dedicated areas as well as the operation and maintenance costs of any drainage utility easements or "retention pond," and any landscape and utility easements.
- b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas.
- c) Acquisition of all furnishings, equipment, landscaping materials, and personnel necessary to manage and properly take care of the day-to-day operation and upkeep of the Common Areas, including any recreational facilities which may be located thereon (if any).
- d) Maintenance, repair, and upkeep of the following: roadways, including entrance, electronic security gate, guard house (if any), signs and other appurtenances; all other roadways not dedicated to Polk County including any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, water service, sanitary sewer service, storm drainage system, telephone service, and cable TV service system; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to Polk County.
- e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage.
- f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the common Areas. The policy limits shall be set by the Association and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
- g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- h) A standard fidelity bond covering all members of the board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- i) Any other materials, supplies, furniture, services, maintenance repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the term of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- j) All other amounts that the Owners may agree upon or that the Board may deem necessary or

appropriate for the operation, administration, and maintenance of the Association.

Section 3. Regular Assessment

- a) Until January 1, of the year immediately following the conveyance of the first Lot by Declarant to an owner, the maximum annual assessment shall be two hundred fifty dollars (\$250.00),
- b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an owner the maximum assessment shall be fixed by the board of Directors of the Association.
- c) The Board of Directors shall determine by resolution, regulation or rule, the due date and grace period before an assessment is considered late and subject to late fees, costs and interest.

Section 4. Special Assessments

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 purposes of defraying in whole or in part, costs and/or fees associated with any construction, reconstruction, repair or replacement of a capital improvement on the common areas, related thereto, or for any other Association purpose or activity allowed in this Declaration. Any such assessment must be approved by the Board of Directors. Both annual and special assessment must be fixed at a uniform rate for all lots.

Section 5. Commencement and Collection of Assessments

The assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an owner. The first annual assessment shall be prorated and due at the time of closing and shall, thereafter, be due and payable as determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the date and frequency (annual, quarterly, monthly, etc) such amounts become due. Notice of the assessment shall be sent to every owner subject thereto. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, in its sole discretion, on or before February 15th of each year, cause to be recorded in the public records of Polk County, Florida, a list of delinquent assessments as of that date.

Section 5.1. Creation of the Lien and Personal Obligation

Each owner by acceptance of a deed or instrument of conveyance for the acquisition of title to a home, lot or parcel shall be deemed to have covenanted and agreed that the Assessments, and/or charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and professional fees at all levels of proceedings, including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the home, lot or parcel and all personal property located thereon owned by the owner against whom each such assessment is made. This lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the home, lot or parcel, name of the owner and the amounts due as of that date, but shall relate back to the date that this Declaration was recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and professional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the owner of the home, lot or parcel at the time when the assessments became due, as well as the owner's heirs, devisees, personal representatives, successors or assigns.

Section 5.2. Acceleration

In the event of a default in the payment of any assessment, Association may accelerate the Assessments then due for the next ensuing twelve (12) month period.

Section 6. Subordination of Assessment Lien to Mortgages

The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage. A sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. Property Rights

Section 1. Annexation

For a period of fifteen years from the date of recordation of this Declaration, Declarant reserves the right to petition, vote, and/or consent to the annexation of all property located within the Terranova subdivision (including, without limitation, all lots and common areas) into or to become a part of the corporate limits of a municipality (city government). By acceptance of and in consideration of the conveyance of title to property in the subdivision, each lot owner and the Terranova Homeowner's Association of Polk County, Inc., shall, and do hereby, irrevocably appoint Declarant as attorney-in-fact to petition, vote, and/or consent to the annexation of all property located within the Terranova subdivision.

Section 2. Owner's Use and Enjoyment

Every owner of a lot shall participate in the association subject to the right to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. Every owner shall have a right and easement of enjoyment in and to the Common Areas.

Section 3. Delegation of Use

Subject to such limitations as may be posed by the by-laws, each owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests and invitees.

Section 4. Easements of Encroachment

There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Areas adjacent hereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in acceptance with the terms of this declaration. Such easements shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment access due to the willful conduct of any owner.

Section 5. Other Easements

(a) Easements for installations, maintenance and repair of utilities, drainage facilities, and entry are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, sign or utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area

of each lot and all improvements thereon shall be continuously maintained by the owner of such lot, except for improvements the responsibility for maintenance of which rests with the Association or some governmental authority or public or private utility company.

(b) A blanket easement throughout Terranova for police powers and services supplied by the local, state and federal governments, and/or any security services that may be provided by the Association is hereby established for the Terranova Subdivision.

(c) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation or right-of-way, and such easements, reservation and right-of-way shall at times be open and accessible to the Association, to public, quasi-public and private utility corporations, their employees and contractors, approved and designated by the Association, and shall also be open and Architectural accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights-of-way are reserved.

(d) Declarant reserves unto itself and/or its assigns the unrestricted use of all easements for right-of-way, utilities, security and police powers created herein or through the Terranova plat. Notwithstanding any other provision to the contrary, such right of use (described in this paragraph) shall not be limited to owners of lots in the subdivision, and may include property owners outside the subdivision.

Section 6. Right of Entry

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 7. No partition: Subdivision of Lots

There shall be no judicial partition of the Common Areas, nor shall Declarant or any owner or any other person acquiring interest in the subdivision or any part thereof, seek judicial partition thereof. Owners (other than Declarant) may not subdivide or separate any lot into smaller lots.

Section 8. Common Areas

The Common Areas and the surface water management system shall be owned and regulated by the Association for the benefit and use of all owners. It shall be the responsibility of the Association to operate and maintain the surface water management system within Terranova.

Property owners may remove all vegetation and other organic material within the wetlands and/or upland buffers adjacent to lakes within an area not to exceed 50 feet in width or 50 percent of the lake frontage, whichever is less. In addition, property owners may construct private docks within the cleared area which are exempt pursuant to Rule 40D-4.051(12)(c), Florida Administrative Code. Otherwise, no owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake to perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline.

ARTICLE V. Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used exclusively for residential purposes. Residential purposes shall include an owner's right to lease their home, subject to the following conditions and provisions:

1.1 No Sub Leasing. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Unit. Individual rooms or a Unit may not be leased on any basis. No transient tenants may be accommodated in a Unit.

1.2 All Lease Agreements shall be in writing. A copy of all Lease Agreement shall be provided to Association.

1.3 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least fifteen (15) days prior to commencement of the lease term for approval or disapproval. Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease any one or more of the following:

- a). The Owner is delinquent in the payment of assessments at the time the application is considered;
- b). The Owner has a history of leasing his or her Home without obtaining the Association's approval
- c). The Owner has a history of refusing to control or accept responsibility for the tenant's occupancy of his or her Home;
- d). The real estate company or agent handling the lease on behalf of the Owner has a history of screening tenant applications inadequately or recommending undesirable tenants;
- e). The application on its face indicates that the prospective tenant and occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Declaration, Articles, Bylaws or any Rules and Regulations of the Association;
- f). The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;
- g). The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of other to peaceful enjoyment of their Homes;
- h). The prospective tenant evidences and strong probability of financial inability to pay the rent and other financial obligations under the leases;
- i). The tenant or occupant, during previous occupancy in the community, has failed to comply with the Declaration, Articles, Bylaws or any Rules and Regulations;

j. The prospective tenant gives false or incomplete information to the association as part of the application procedure, including without

1.4 The Owner shall pay the lease application fee prescribed by Association. The lease application fee shall be seventy five (\$75.00) and may be increased from time to time without amendment.

1.5 No Lease Agreement may be for a term of less than one (1) year, or longer than one (1) year. All renewals must be approved by the Association prior to the expiration of the lease.

1.6 No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

1.7 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

1.8 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;

1.9 All Lease Agreements shall require the Unit to be used solely as a private single family residence;

1.10 Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association.

1.11 Each Lease agreement shall contain a Uniform Lease Exhibit incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Unit. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

1.12 Maximum Number of Occupants per Unit. Each Unit shall be occupied only by an Owner or tenant, members of his or her family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of occupants in any Unit, including overnight guests and professional caregivers, shall be as follows:

a). In the event the Unit contains two (2) bedrooms, no more than four (4) persons shall be permitted.

b). In the event the Unit contains three (3) bedrooms, no more than six (6) persons shall be permitted.

c). In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

1.13 Right to Use Common Elements. During such time as a Unit is leased, the Owner of such Unit shall not enjoy the use privileges of the Common Elements appurtenant to such Unit.

1.14 Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and no/100 Dollars (\$200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Unit and/or damage caused to the Common Elements by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the

Unit, Common Element, or otherwise described in this Declaration, provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Specific Charge. Notwithstanding anything to the contrary herein, the leasing of a Unit to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

Section 2. Except for the sale and rental of the home, lot or parcel, no business of any kind shall be conducted in any residence. No owner may actively engage in any solicitations for commercial purposes within the Association. No solicitors of a commercial nature shall be allowed within the Association. No garage sales are permitted except (annual, quarterly, monthly, etc), with dates and times to be determined by the Board of Directors, or if the owner or tenant is moving, two (2) garage sales will be permitted with written approval, in advance of the sale, by the Board of Directors.

Section 3. No noxious or offensive activity or public or private nuisance shall be conducted in or on any lot. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Terranova is permitted. No construction or lawn service, of any kind shall be performed before eight (8:00) AM and after nine (9:00) PM, upon their lot or any common areas of Terranova phases II, III, & IV except for emergency repairs. It is the homeowner's responsibility to notify their contractor or lawn services companies of the times that work maybe performed.

Section 4. No sign of any kind (including, but not limited to, commercial, political, and similar signs) shall be displayed in public view on a home site or the Common Area without the prior written consent of the Board of Directors of the Association, except home security signs, such signs as required by law, customary name and address signs and lawn signs of not more than 5 square feet advertising a property for sale or rent. No signs of any kind will be permitted in the window or door areas or in any area visible from the street. The Architectural Committee shall provide standards for the approval of all signs, which may include requirements governing the type of materials, colors, sizes, quantities and location.

Section 5. Nothing shall be done or kept on a lot or on the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the Common Areas which would result in the cancellations of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 6. All home sites shall have concrete paved driveways of stable and permanent construction, as a minimum. All concrete driveways shall have a light broom finish and joints shall be provided to prevent surface cracking and be in accordance with Polk County specifications. Prior to making any changes, the owner must submit an architectural change request. The ARC shall have the right to review, prohibit or restrict changes to driveways.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot or on the Common Areas. However, dogs, cats and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association so long as they are not kept, bred or maintained for commercial purposes.

Section 8. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are not accessible to animals. The containers shall be located in appropriate areas concealed from public view. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. All trash containers shall be kept in a sanitary condition.

Section 9. Other than the original fences or walls constructed by Declarant, no chain link or wooden fences are permitted. All fences and/or walls, where permitted, shall be of the same materials and design as the adjacent building, or such fences and/or walls, where permitted, may be of that material and composition commonly known as "maintenance free vinyl fencing," or "PVC fencing" or may be constructed of "white oxide aluminum" and shall be white in color. All such fencing materials must be approved by the Architectural Committee. No fences or walls shall be allowed in front yards. Where a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual value of common areas, a landscape screen in lieu of a fence or wall shall be required. No fence or wall over six (6) feet in height shall be permitted except for special conditions as approved by the Association and shall not be in violation of county ordinances. In general, fences or walls are not encouraged within Terranova. Hedges, berms, or other landscape alternatives are preferred, but shall not exceed six (6) feet in height.

Section 10. No outbuilding, basement, tent, shack, garage, trailer, shed, structure, or temporary building of any kind shall be used as a residence, either temporarily or permanently. Further, no temporary building or structure shall be permitted on any home site except that trailers, temporary buildings, barricades, and the like may be permitted during the construction of a permanent improvement, for construction purposes only. They shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended, and shall be permitted for no longer than a period of six (6) months unless an extension of time is granted by the Association.

Section 11. No lot within the subdivision shall be further subdivided into one or more additional parcels of smaller size. However, the Declarant reserves the exclusive right to amend the boundaries for, or replat, any number of lots and/or the area of property utilizing the subdivision's common areas, including without limitation, the entrance, roadways, drainage, and easements of any sort.

Section 12. All lot owners shall purchase and provide a mailbox of the size and quality established by Architectural Review Committee through specifications provided by Architectural Review Committee to Owner upon the initial sale and closing of each Lot, and shall continue to maintain the same in good working order and excellent aesthetic condition. Should it become inoperative for any reason, or deteriorate in aesthetic condition due to weather or any other reason, it shall be replaced. No mail or newspaper boxes, receptacles, or any other similar item shall be erected, displayed, or maintained at Terranova other than those established by Architectural Review Committee.

Section 13. All exterior lighting shall be consistent with the character established in Terranova and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building designs and material. Each dwelling shall have one common design yard security entrance light.

Section 13.1. Holiday Lighting. Holiday lighting shall be permitted to be placed upon the exterior portions of the home in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The Architectural Review Committee may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance (eg., unacceptable spillover to an adjacent home).

Section 14. No lawn furnishings such as bird baths, frog ponds, lawn sculpture, artificial plants, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a home, lot or parcel without the written approval of the Architectural Review Committee. These accessories and lawn furnishings should be located on the lot where they are least visible from common areas and from other lot owners' property.

Section 15. No property owner shall erect, place, or maintain outdoor clotheslines or exposed fuel tanks at his residence, except, to the extent applicable, those subject to the provisions of Section 163.04 of the Florida Statutes.

Section 16. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work and sale or other disposition of the lots are essential to the establishment and welfare of the subdivision as an on-going residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from going on any part or parts of the subdivision owned or controlled by Declarant, Declarant's transferee or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.
- b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or of Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as there may be reasonably necessary for the completion of such work, the establishment of a subdivision as a residential community, and the disposition of lots by sale or otherwise;
- c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant, or Declarant's transferee's from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale or disposition of subdivision lots. As used in this Section 16, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

Section 17. Maintenance

The Association shall be solely responsible for the maintenance and replacement of all decorative signs, illumination thereon, and street designation posts installed in the subdivision, and the Association shall hold the service or utility provider harmless from all claims for maintenance and replacement of same which are installed by Association. The Association shall also be solely responsible for the maintenance of all roadways on a pro rated basis, in the subdivision.

Section 18. Utility Wiring and T.V. Antenna

All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground where permitted in Architectural Committee ordinance with applicable codes that may be imposed or imposable by any public or private electrical, gas, telephone or cable television communication service servicing the subject property. No antennas of any kind shall be allowed unless approved by the Architectural Committee. The Architectural Committee shall establish guidelines consistent with FCC Regulation 47 C.F.R. Section 1.4000.

Section 19. Trucks, Recreation Vehicles, and Other Equipment

No owner of a lot shall park, store or keep any truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle on or in any uncovered parking space. More specifically, no truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle, may be parked on a driveway. No truck or other vehicle larger than a three-quarter ton pickup may be parked, stored, or kept in any covered or uncovered parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or other areas at the Terranova community except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. All vehicles within the Association must be in proper working condition and display a valid license or permit. No owner shall park a vehicle on the street, on the grass of any lot,

or common areas, within Terranova. No owner shall park a vehicle in his driveway in such a manner that the vehicle extends into the street. No owner shall park a vehicle in such a manner as to extend over or block the sidewalk.

Section 20. Owner's Obligation to Clean Lot

Each owner of a lot with or without a home constructed thereon in the subdivision shall be required to maintain said lot in a clean and sightly condition including the proper mowing, trimming and pruning of grass, weeds, trees, or other underbrush, and a vacant lot may not be used for parking purposes. If, in the opinion of the Association, a lot owner is not complying with this provision, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed fifteen (15) days, within which compliance shall be made. If a lot owner fails to comply with the Association's requirements, within the time allotted, the Association, its agent, employees, or designated representatives, shall have their right of entry onto said lot without the fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said cleanup operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 21. Use of Equipment and Materials During Construction

During the course of construction of any improvement on a subdivision lot, neither the lot owner nor any of his agents, employees, or designated representatives shall block any of the subdivision streets or otherwise interfere with any other lot owner's (or Declarant's) access to or use of his or her particular lot or the common areas. No trucks, equipment, building materials, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular improvement being obstructed.

Section 22. Wells and Sprinklers

Upon written approval from the Architectural Review Committee, subject to regulation by governmental agencies, wells may be put down by lot owners for irrigating purposes. However, same shall be located on the rear or side portion of the subdivision lot, surrounded by shrubs, and out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exemption of sprinklers that are located in flowerbeds or other areas immediately adjacent to the residential structure. Subject to regulation by governmental agencies, owners of lake front lots in Terranova may attempt to use lake water for irrigation and shall place all such irrigation pipe and other apparatuses underground or concealed or encased in some permanent structure.

Section 23. Building Construction Standards

a) Finish exterior building materials shall be applied consistently to sides of the exterior of buildings. Recommended materials shall be brick, stone, stucco, wood (not plywood or similar material), or other approved natural material. The improvement of a lot, or the construction, repair or remodeling of any improvement must be diligently and continuously pursued, once begun and, in any event, promptly completed. The Declarant may impose a deadline to complete construction.

b) Finish exterior colors shall be applied consistently to all sides of the exteriors of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.

c) Heights of buildings shall be compatible with adjacent buildings.

d) No alteration of ground elevation shall be permitted on any lot that shall exceed one foot in deviation from the ground elevation at the time of the plotting of the subdivision, excepting driveways, pedestrian walkways and foundations.

e) Flat roofs shall not be permitted on the main portion of the structure, provided, however, the Association shall have discretion to approve such roofs on the main body of a building, if modern or contemporary design. No buildup roofs shall be permitted, except on approved flat surfaces. All pitched roofs must have at least a 6/12 slope on the main body of the building. A 5/12 slope will be accessible on two story homes. The composition of all pitched roofs must be a 25-year fungus resistant architectural shingle. No aluminum roofs shall be permitted on any home within Terranova, including any future additions to an existing home.

f) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, stucco, or wood. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowl or surround of material approved in advance in writing by the Association.

g) All exterior appurtenances or mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen. No solar heaters or window air conditioning units shall be allowed where visible from any street.

h) Unless otherwise approved by the Architectural Review Board Committee, no building may be constructed separate or apart from the dwelling. Each dwelling must have an enclosed 2-car garage. No carports shall be permitted.

Should a dispute develop over interpretation of the minimum building setback requirements, the dispute shall be submitted to the Board of Directors of the Association for a decision, which decision shall be final and conclusive on all parties concerned. Further, any regulations regarding building setback imposed by governmental agency shall prevail over the setback regulations set forth herein.

Section 24. Minimum Square Foot Requirements of Residences Constructed on Subdivision Lots

a) The following minimum square footage requirements shall be observed by the owners of the following lots: Phase II – Lot Numbers 93-112, 127-132, 143-179; Phase III – Lot Numbers 180-243, Phase IV – Lot Numbers 244-279, 287-314, inclusive when constructing improvements and appurtenances on said lots: (1) All one-story improvements shall contain a minimum of 1700 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and the like; and (2) All two-story improvements shall contain a minimum of 1900 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like.

b) The following minimum square footage requirements shall be observed by the owners of the following lots: Phase II – Lot Numbers 113-116, 126, 133-142, Phase IV – 280, 284, inclusive when constructing improvements and appurtenances on said lots: (1) All one-story improvements shall contain a minimum of 2000 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and the like; and (2) All two-story improvements shall contain a minimum of 2200 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos, and the like.

c) The following minimum square footage requirements shall be observed by the owners of the following lots: Phase II – 117-125, Phase IV – 281-283, inclusive when constructing improvements and appurtenances on said lots: (1) All one-story improvements shall contain a minimum of 2200 square feet of living area, exclusive of garages, patios, screened-in porches, decks, porticos and the

like; and (2) All two-story improvements shall contain a minimum of 2400 square feet of living area exclusive of garages, patios, screened-in porches, decks, porticos, and the like.

d) Each single family dwelling house shall contain a minimum of standard double car garage not less than 20 linear feet in width, which shall be enclosed with a conventional width and proper mechanically operated door for ingress and egress purposes. Each garage shall be properly enclosed and architecturally integrated as a part or as an extension of the dwelling unit and attached to the dwelling unit and shall conform architecturally therewith.

Should a dispute develop as to the application on any of the minimum square footage requirements set forth in this section, said dispute shall be submitted to the Board of Directors of the Association for determination, and their decision shall be conclusive and final as to all parties.

ARTICLE VI. Owner's Obligation to Repair

Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time to its initial construction, excepting only normal wear and tear by the elements, as determined by the Architectural Review Committee.

ARTICLE VII. Architectural Control

Section 1. Creation of Architectural Committee

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, to preserve the value of property at the subdivision, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of Terranova Homeowner's Association of Polk County, Inc. shall appoint a committee to be known as the Architectural Committee, which committee shall have the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee. References in this Article to the committee shall mean the Declarant until the committee is appointed.

Section 1.1 Architectural Review Committee

The Architectural Review Committee shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions related to Terranova. The Architectural Committee shall consist of a minimum of three (3) members who shall hold office at the pleasure of the Board of Directors. The Board of Directors shall have the right to appoint, remove and replace all members of the Architectural Committee. The Board of Directors shall determine which member of the Architectural Committee shall serve as its chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Board of Directors, the Board of Directors shall have the right to replace any member within thirty (30) days of such occurrence.

Section 1.2. Membership

There is no requirement that any member of the Architectural Committee be an owner or member of the Association.

Section 1.3 General Plan

It is the intent of this Declaration to create a general plan and scheme of development of Terranova.

accordingly, the Architectural Committee shall have the right to approve or disapprove all architectural, landscaping, and improvements within Terranova by a builder or owner other than the Developer. The Architectural Committee shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, locations of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the Architectural Committee. The Architectural Committee may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Any additional standards or modification of existing standards shall require the approval of the Board of Directors, which may be granted or denied in its sole discretion.

Section 1.4. Community Standards

The Board of Directors shall have the full right and authority to establish Community Standards for Terranova, the process for establishment of such standards shall be promulgated by the Board of Directors as reasonable rules. These Community Standards may include standards of conduct, maintenance or other activity within Terranova, including specifically all standards for the maintenance obligations of the Association pursuant to the provisions of the Declaration. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Board of Directors from time to time. The Community Standards shall be effective from the date of adoption; specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. All of Terranova shall be operated and maintained in accordance with the Community Standards.

Section 1.5 Quorum

A majority of the Architectural Committee shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the Architectural Committee. In lieu of a meeting, the Architectural Committee may act in writing.

Section 1.6. Powers and Duties

No improvements shall be constructed on a parcel, no exterior of a home shall be repainted, no landscaping, sign or improvements erected, removed, planted, or maintained on a parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by developer (visible from the exterior of the home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of the same shall have been submitted to and approved in writing by the Architectural Committee.

Section 1.7 Common Area Security Deposits

The Board of Directors shall set and the Architectural Committee may require, a Common Area Security Deposit on such improvements which may result in damage to other owner's lots, streets, driveways and other common areas, limited common areas or owners properties. Such Common Area Deposits shall be returned upon final completion and inspection of such modifications, less any claim imposed for damages.

Section 1.8 Procedure

In order to obtain the approval of the ARCHITECTURAL COMMITTEE, each Owner shall observe the following:

1.8.1 Each applicant shall submit an application to the ARCHITECTURAL COMMITTEE with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ARCHITECTURAL COMMITTEE. The applications shall include such

information as may be required by the application form adopted by the ARCHITECTURAL COMMITTEE. The ARCHITECTURAL COMMITTEE may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if required, submit to the ARCHITECTURAL COMMITTEE, such site plans, plans and specifications for the purposed improvement, and landscaping and irrigation plans, show all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the time scheduled for completion, all as reasonably specified by the ARCHITECTURAL COMMITTEE. All such site plans, plans and specifications, and other materials required to be submitted to the ARCHITECTURAL COMMITTEE shall be in such complete form and complete detail as reasonably specified by and satisfactory to the ARCHITECTURAL COMMITTEE, including preparation thereof by a registered architect or designer if deemed appropriate by the ARCHITECTURAL COMMITTEE.

1.8.2 In the event the information submitted to the ARCHITECTURAL COMMITTEE is, in the ARCHITECTURAL COMMITTEE's opinion, incomplete or insufficient in any manner, the ARCHITECTURAL COMMITTEE may request and require the submission of additional or supplemental information. The owner shall, within fifteen (15) days thereafter, comply with the request.

1.8.3 No later than forty-five (45) days after receipt of all information required by the ARCHITECTURAL COMMITTEE for final review, the ARCHITECTURAL COMMITTEE shall approve or deny the application in writing. The ARCHITECTURAL COMMITTEE shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARCHITECTURAL COMMITTEE's sole discretions, for aesthetic or any other reason or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARCHITECTURAL COMMITTEE shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARCHITECTURAL COMMITTEE fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed approved by the ARCHITECTURAL COMMITTEE.

1.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ARCHITECTURAL COMMITTEE .

1.8.5 In the event that the ARCHITECTURAL COMMITTEE disapproves any plans and specifications, the applicant may request a rehearing by the ARCHITECTURAL COMMITTEE for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ARCHITECTURAL COMMITTEE, unless applicant waives this time requirement in writing. The ARCHITECTURAL COMMITTEE shall make a final written decision no later than forty-five (45) days after meeting. In the event the ARCHITECTURAL COMMITTEE fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be approved.

1.8.6 Upon final disapproval (even if the member of the Associations Board and ARCHITECTURAL COMMITTEE are the same), the applicant may appeal the decision of the ARCHITECTURAL COMMITTEE to the Association Board within thirty (30) days of the ARCHITECTURAL COMMITTEE's written review and disapproval. Review by the Association Board shall take place no later than thirty (30) days subsequent to the receipt by the Association Board of the Owner's request therefore. If the Associations Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Association Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Association Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ARCHITECTURAL COMMITTEE, or if appealed, the Association Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

Section 1.9 Alterations

Any and all alterations, deletions, and additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARCHITECTURAL COMMITTEE shall be subject to the approval of the ARCHITECTURAL COMMITTEE in the same manner as required for approval of original plans and specifications.

Section 1.10 Variances

Associations or ARCHITECTURAL COMMITTEE shall have the power to grant variances from any requirements sets forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

Section 1.11 Permits.

The owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 1.12. Construction by Owners.

The following provisions govern construction activities by owners after consent and the ARCHITECTURAL COMMITTEE has been obtained.

1.12.1. Each Owner shall deliver to the ARCHITECTURAL COMMITTEE, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Terranova Homeowners Association shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Terranova Homeowners Association shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Terranova Homeowners Association and no construction materials shall be stored in Terranova Homeowners Association subject, however, to such conditions and requirements as may be promulgated by the ARCHITECTURAL COMMITTEE. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Homes in Terranova Homeowners Association or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community standards. If a contractor or Owner shall fail in any regard to comply with the requirement of this Section, the ARCHITECTURAL COMMITTEE may require that such Owner of contractor post security with Association in such form and amount deemed appropriate by the ARCHITECTURAL COMMITTEE in its sole discretion.

1.12.2 There shall be provided to the ARCHITECTURAL COMMITTEE, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractor, material and suppliers (collectively "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Terranova Homeowners Association as are designated by the ARCHITECTURAL COMMITTEE for construction activities. The ARCHITECTURAL COMMITTEE shall have the right to require that each builder's and Contractor's employees check in at the designated construction entrance and to refuse entrance to persons and parties whose names are not registered with the ARCHITECTURAL COMMITTEE.

1.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ARCHITECTURAL COMMITTEE, the continued refusal of any employee or contractor to comply with such terms and conditions after five (5) days' notice and right to cure, the ARCHITECTURAL COMMITTEE shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Terranova Homeowners Association.

1.12.4 The ARCHITECTURAL COMMITTEE may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees with Terranova Homeowners Association. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ARCHITECTURAL COMMITTEE may also promulgate requirements to be inserted in all contracts relating to constructions within Terranova Homeowners Association of Polk County and each Owner shall include the same therein.

Section 1.13 Inspection.

There is specifically reserved to Association and ARCHITECTURAL COMMITTEE and to any agent or member of either of them, the right of entry and inspection upon any portion of Terranova Homeowners Association of Polk County at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration of the Community Standards.

Section 1.14 Violation.

If any improvement shall be constructed or altered without prior written approval, or in a matter which fails to conform with the approval granted, the Owner shall, upon demand of Association or ARCHITECTURAL COMMITTEE, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorney' fees and paraprofessional fees at all levels including appeals, collection and bankruptcy, incurred by Association or ARCHITECTURAL COMMITTEE. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ARCHITECTURAL COMMITTEE and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this declaration and the Community Standards, by any legal or equitable remedy.

Section 1.15. Court Costs

In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ARCHITECTURAL COMMITTEE shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

Section 1.16. Certificates.

In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ARCHITECTURAL COMMITTEE, Association and/or ARCHITECTURAL COMMITTEE may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Homes stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

Section 1.17 Certificate of Compliance.

If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ARCHITECTURAL COMMITTEE, certifying that the Owner has complied with the requirements set forth herein. The ARCHITECTURAL COMMITTEE may, from time to time, delegate to a member or members of the ARCHITECTURAL COMMITTEE. The responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ARCHITECTURAL COMMITTEE's rights set forth herein.

Section 1.18 Exemption.

Notwithstanding anything to the contrary herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club, or any Home, shall not be subject to the review of the ARCHITECTURAL COMMITTEE, Association, or the provisions of the Community Standards.

Section 1.19 Exculpation.

Developer, Association, the directors or officers of Association, the ARCHITECTURAL COMMITTEE, the members of the ARCHITECTURAL COMMITTEE, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any party whatsoever, due to any mistake in judgment, negligence, or any action of Developer, Association, ARCHITECTURAL COMMITTEE or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ARCHITECTURAL COMMITTEE, and each of their members, officers and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals of all nature resulting by virtue of the acts of the Owners, Association, ARCHITECTURAL COMMITTEE or their members, officers and directors. Developer, Association, its directors or officers, the ARCHITECTURAL COMMITTEE or its member, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code not for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Architectural Review Committee shall have the exclusive right of approval or disapproval of all architectural design within Terranova. All plans and specifications must be accepted and approved by Declarant prior to the commencement of construction of any improvements on any lot within Terranova. It shall be the burden of the lot owner to provide Declarant with complete plans, specifications and color samples prior to construction, and Declarant reserves the right to deny approval of construction and/or design for any reason, including, without limitation, aesthetic reasons. Prior to and upon transition of the homeowner's association from the Declarant to the homeowners, Declarant shall be exempt from obtaining approval from the architectural committee on all new construction performed by Declarant until the completion of the development.

Section 2. Construction of Residences and Miscellaneous Other Structures

No residence, building, fence, wall, boat dock or other structure shall be erected, maintained or altered on any lot within the subdivision, until the plans and specifications showing the nature, kind, shape, height, size, materials, colors, floor plans, elevations, and locations of the same have been submitted to and approved in

writing by the architectural committee as to the harmony of external design and location in relation to the surrounding structures and topography.

Section 3. Alterations, Additions and Improvements of Residences

No owner shall make structural alterations, or shall undertake any exterior repainting or repair of, or addition to his residence, including replanting, or other external attachments which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 4. Damage and Destruction of Residence; Approval of Structural Variances

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all reasonable diligence, to rebuild, repair, or reconstruct such residence in a manner, which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. In lieu of the above, owner may elect to demolish the remainder of the structure and clear the site of improvements and debris.

Section 5. Approval of Committee: how evidenced

Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within forty-five (45) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

Section 6. Release From Minor Violations

If a building or other structure has been erected or its construction substantially advanced and the building or structure violates these restrictions or the plat, the Architectural Committee or Declarant may release a lot from any part of the covenants or plat which is violated. The Declarant or Architectural Committee shall not give a release except for a violation that is, in its sole judgment, a minor insubstantial violation.

ARTICLE VIII. Landscaping

Each owner shall provide and maintain landscaping, lawn and shrubbery upon his lot in keeping with the architecture of his residence. Prior to occupancy, all front, side and rear yards shall be equipped with an underground sprinkling system and shall be completely sodded with St. Augustine, or better quality grass, customarily used for lawn purposes, and shall include the installation of at least one shade tree with a minimum height of 8' located within the front yard of the residence. Declarant shall have no responsibility for maintenance or landscaping on lots, common areas, streets, or drainage retention area.

ARTICLE IX. Amendments and Miscellaneous

Section 1. Enforcement

Declarant, the Association, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In any litigation, including breach, enforcement or interpretation, arising out of this declaration, or in conjunction with any of the documents or instruments referred to in this declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Section 1.2 Fines and Suspensions

Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an owner or a person acting by, through or under an owner, including a tenant, the Association shall have the right to levy reasonable fines and/or suspend the privileges of the owner, tenant or any person acting by, through and under an owner. Each fine shall be an individual assessment and enforceable pursuant to the provisions of this Declaration and By-Laws. Each day of an owner's failure to comply with this declaration, the Rules and Regulations, or other rules and regulations of the ARCHITECTURAL COMMITTEE shall be treated as a separate violation and be subject to a fine. Such fines shall be reasonable and uniform and subject to, and imposed in a manner provided in Chapter 720 of the Florida Statutes, as amended from time to time. The Board of Directors shall have the authority to promulgate additional procedures from time to time.

Section 2. Severability

Invalidation of any one of these covenants or restrictions by ordinance, judgment, or court order shall in no way affect any other provision, which shall remain in full force and effect.

Section 3. Amendments

a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than fifty-one percent (51%) of the Association members, in good standing. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

b) Notwithstanding, any provision contained in this Declaration to the contrary, the Declarant, without the approval of the Association, the owners, or any mortgagee of any property within the subdivision, may record and amend this Declaration in any manner or fashion. This includes, without limitation, the right to change the interior design, dimensions and arrangement of all lots, including increasing or decreasing the number of lots for the subdivision, and to alter the boundaries of lots owned by the Declarant, or the boundaries of the subdivision.

c) Notwithstanding any provision contained in this Declaration to the contrary, the Declarant, without the joinder or approval of the Association, the Owners, or any mortgagee of property within the Subdivision, may record any amendment to this Declaration to be made by the Declarant without the approval of the Association, the Owners, or any mortgagee of property within the Subdivision.

d) Notwithstanding any provision contained in the Declaration to the contrary, any amendment or amendments adding additional phases or property shall not be required to be executed by, nor consented to by, lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision. To that end, Declarant specifically reserves the right to utilize and/or assign such rights of utilization in all roadways, rights-of-way, utilities, and common areas described hereunder or created by the plat. The owners of any such added property may become members in the Association. Declarant reserves the right to convert lots in this phase into ingress and egress rights of way for the purpose of accessing such added property. In addition, Declarant reserves the absolute right to amend this Declaration to change the number of lots to be contained in any subsequent phases. Said amendment need not be executed or consented to by lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision.

Section 4. Subordination

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any first mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration

The covenants, conditions, and restrictions of the Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association of any member thereof for a period of twenty five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the Owners of at least three-quarters (3/4) of the subdivision lots.

Should the Association be dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

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INSTR # 2014037217
BK 9190 Pgs 37-47 PG(s)11
RECORDED 03/04/2014 09:00:20 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$95.00
RECORDED BY amezieg

This instrument prepared by and)
should be returned to:)

Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)

NE

**CERTIFICATE OF RECORDING AMENDED AND RESTATED
BYLAWS OF TERRANOVA HOMEOWNERS
ASSOCIATION OF POLK COUNTY, INC.**

WHEREAS, the Bylaws of Terranova Homeowners Association of Polk County, Inc., were originally recorded at Official Records Book 5144, Page 1352 of the Public Records of Polk County, Florida ("Original Bylaws"); and

WHEREAS, the Original Bylaws were for the Terranova Homeowners Association of Polk County, Inc., which is the homeowners association responsible for the operation and management of Terranova Phases II, III & IV, as further set forth in the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 5125, Page 1964 of the Public Records of Polk County, Florida; and

WHEREAS, pursuant to Article XII of the Original Bylaws, a majority vote of a quorum of members present, in person or by proxy, at the meeting held on January 23, 2014, voted to completely amend and restate the Original Bylaws as identified on attached Exhibit "A", the Amended and Restated Bylaws of Terranova Homeowners Association of Polk County, Inc. ("Amended and Restated Bylaws"); and

NOW THEREFORE, the Amended and Restated Bylaws shall specifically and completely supersede and replace the Original Bylaws, and the Board of Directors hereby certifies that on

Page 1 of 2

January 23, 2014, the Members voted to completely amend and restate the Original Bylaws by adopting the Amended and Restated Bylaws, which is set forth on Exhibit "A" and incorporated herein by reference.

Executed at Winter Haven (city), Polk County, Florida, on this the 7th day of February, 2014.

Signed and deliver
in the presence of:

TERRANOVA HOMEOWNERS
ASSOCIATION OF POLK COUNTY, INC.

Michael Martinez

Printed Name: Michael Martinez

Nancy A. Crego

Printed Name: Nancy A. Crego

By: Gerald L. Crego

Printed Name: Gerald L. Crego
Title: President

Address: 201 Terranova Blvd
Winter Haven, FL 33884

(CORPORATE SEAL)

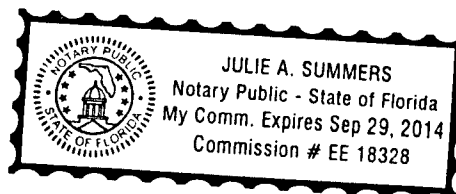
STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 7 day of Feb, 2014, by Gerald L. Crego, as President of **TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 7th day of Feb, 2014.

Julie A. Summers
Notary Public - State of Florida
Print Name: Julie A. Summers
Commission No.: EE 18328
My Commission Expires: Sep 29, 2014

ACTIVE: T23002/355301:5420247_1_BPATRIE



Page 2 of 2

EXHIBIT "A"

Amended and Restated **BYLAWS**

OF **TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.**

Article I **Name**

This corporation shall be known as TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., a Florida corporation not for profit (hereinafter called the "association") as set forth in articles of incorporation filed with the secretary of state (hereinafter called the "articles").

Article II **Offices**

The principal office of the association shall be in the County of Polk and State of Florida. The association may also have offices at such other places both within and without the State of Florida as the board of directors may from time to time determine or the business of the association may require.

Article III **Definitions**

Section 1. "association" shall mean and refer to TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., its successors and assigns.

Section 2. "properties" shall mean and refer to that certain real property described in the master declaration of covenants and conditions and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 3. "common area" shall mean all real property, if any, and easements (including the improvements thereto) owned by the association, or granted to the association for the common use and enjoyment of the owners, including but not limited to the operation and maintenance of the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, if any, retention areas, culverts and related appurtenances.

Section 4. "lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas and dedicated areas within the development.

Section 5. "owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties,

including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

Section 6. "declaration" shall mean and refer to the master declaration of covenants and conditions applicable to the properties recorded in the official record books of Polk county, Florida.

Section 7. "member " shall mean and refer to those persons entitled to membership as provided in Article IV of the articles of incorporation.

Article IV Meetings of Members

Section 1. Annual meetings: an annual meeting of the members shall be held each calendar year on a date and time and at a place determined by the board of directors from time to time, provided that, to the extent reasonably possible, such annual meeting shall be held in the month of June.

Section 2. Special meetings: special meetings of the members must be held when called by the president or the board of directors or by at least one-fourth (1/4) of the total voting interests of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

Section 3. Notice of meetings: written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing or electronically transmitting a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of notice; or, if by electronic transmission, by correctly transmitting such notice to such member by any form of electronic transmission (including specifically, but not limited to facsimile telecommunication, electronic mail, and posting on an electronic network) which has been consented to, in writing, by the Member to whom such electronically transmitted notice is given. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. The Board of Directors shall have the authority to adopt rules, regulations, policies and procedures governing the giving of notice by electronic transmission to the extent such rules are not inconsistent with Florida law.

Section 4. Quorum: the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of the membership shall constitute a quorum for any action. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies: at all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot. Proxies may be delivered to the secretary via any reasonable means including personal

delivery, mail, overnight delivery service, courier service, facsimile, email or other electronic transmission. Any copy, facsimile transmission, or other reliable reproduction of the written or electronically transmitted proxy may be substituted or used in lieu of the original writing or electronic transmission for any purpose for which the original writing or electronic transmission could be used if the copy, facsimile transmission or other reproduction is a complete reproduction of the entire original writing or electronic transmission. The Association's Board of Directors shall have the authority to promulgate rules, regulations and procedures regarding the form, signature, delivery and reproduction of electronically transmitted proxy appointments so as to reasonably ensure any such proxy designation was duly authorized by the member.

Article V Board of Directors

Section 1. Number: the affairs of this association shall be managed by a board of directors, who need not be members of the association. The number of directors shall be seven (7).

Section 2. Term of office: Each director's term of office shall be for one year. There shall be no limit on the number of terms any director may serve.

Section 3. Removal: any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: no director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action taken without a meeting: the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval, including via e-mail or other electronic transmission, of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Meetings of the Board. Meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Meetings of the Board of Directors may be held by telephone or video conference, with those Directors attending by telephone or video counted toward the quorum requirement, provided that a telephone or video speaker must be used so that the conversation of those Directors attending by telephone may be heard by the Directors and any members attending such meeting in person. Notice of all board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, notice of each board meeting may be emailed to members if such members consent in writing to receiving notice by electronic transmission.

Article VI
Powers and duties of the board of directors

Section 1. Powers: The board of directors shall have power to:

(a) adopt, publish, amend and enforce rules and regulations governing both the association and the properties, and including specifically, but without limitation, the use or appearance of the common areas and dedicated areas and the lots and any improvements thereon, and the personal conduct of the members, tenants and their guests, and invitees with respect to any of the foregoing, and to establish penalties and fines for the infraction thereof, subject only to such procedural requirements as may be required by Florida Statutes from time to time, if any. The Board shall specifically have the authority to adopt, amend and enforce guidelines and standards relating to architectural matters on individual lots;

(b) suspend the voting rights of a member, and/or the right to use the common areas or recreational facilities of any member or the member's tenant, guest, or invitee, who is more than 90 days delinquent in paying a monetary obligation due to the association. Any such suspension ends upon full payment of all obligations currently due or overdue to the association. The right of a member, or a member's tenant, guest, or invitee, to use common areas and facilities may also be suspended by the Association, for a reasonable period of time, for the failure of the owner of a lot or its occupant, licensee, or invitee to comply with any provision of the declaration, these bylaws, or the Association's rules and regulations, subject to any procedural due process requirements as may exist under Chapter 720, Florida Statutes, as amended from time to time;

(c) exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these bylaws the articles of incorporation, or the declaration;

(d) enter into management agreements or employ a manager, an independent contractor, or such other employees as they may deem necessary, and to prescribe their duties; and

(e) maintenance, repair, replacement, cleaning and operation of the Common Areas, including the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts, and related appurtenances.

Section 2. Duties: it shall be the duty of the board of directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this association, and to see that their duties are properly performed;

(c) as more fully provided in the declaration

(1) fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period, and;

(3) record a claim of lien and foreclose such lien against any property for which assessments are not paid, subject to advance notice requirements and procedures contained in Chapter 720, Florida Statutes, as amended from time to time, or to bring an action at law against the owner personally obligated to pay the same.

(d) issue or to cause an appropriate officer or agent to issue upon demand by any owner a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure, pay for and maintain adequate liability and hazard insurance on real and personal property owned by the association, if and as determined by the Board of Directors from time to time;

(f) unless, in any given year, a majority of the voting interests present at a properly called meeting of the members vote to waive such requirements, cause all persons who control or disburse funds of the association, as such persons are defined by Chapter 720, Florida Statutes from time to time, to be bonded. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time;

(g) cause the common areas and dedicated areas to be maintained.

Article VII

Officers

Section 1. Enumeration of officers: the officers of this association shall be a president, vice president, secretary/treasurer, who shall at all times be members of the board of directors, and such other officers as the board may from time to time by resolution create.

Section 2. Election of officers: the election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

Section 3. Term: the officers of this association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special appointments: the board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal: any officer may be removed from office with or without cause by the board. Any officer may resign at any time giving written notice to the board, the president or the secretary by mail, electronic transmission, or in person. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: a vacancy in any office may be filled by appointment by the board of directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple offices: the offices of secretary and treasurer may be held, if approved by the board, by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. All promissory notes require the signatures of the president and one other officer.

Section 9. Duties: the duties of the officers are as follows:

President

(a) the president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) the vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board of directors.

Secretary

(c) the secretary shall record the votes and keep the minutes of all meetings and proceedings of the board of directors and of the members; keep the corporate seal of the association and affix it on all papers requiring said seal; serve notice of meetings of the board of directors and of the members; keep appropriate current records showing the members of the association together with their addresses; and perform other duties as required by the board. The board of directors may delegate any or all of the duties of the secretary to a property management company.

Treasurer

(d) the treasurer shall receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the association; keep proper books of account; cause an annual audit of the association books to be made by a public accountant at the completion of each fiscal year; and perform other duties as require by the board; and shall prepare an annual budget and a statement of income and expenditures to be presented to the board of directors for approval.. The board of directors may delegate any or all of the duties of the treasurer to a property management company.

(e) The description of duties for the secretary and treasurer are the responsibility of the secretary/treasurer, unless that officer position is divided into two positions, by the board, as set forth in this document.

Article VIII Committees

Section 1. Creation and function of committees: the board of directors may, by resolution passed by a majority of the whole board, designate committees, each to consist of one (1) or more of the directors of the association and a minimum of two members of the association. Committees shall have such functions and may exercise the powers of the board of directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 2. Meetings of committees: meetings of committees may be held with such notice to the association members as may be required by Chapter 720, Florida Statutes as amended from time to time, and at such time and at such place as shall from time to time be determined by such committee.

Section 3. Vacancies on committees: vacancies on the committees shall be filled by the board of directors then in office at any regular or special meeting of the board of directors.

Section 4. Quorum of committees: at all meetings of the committees, a majority of the committee's members then in office shall constitute a quorum for the transactions of business.

Section 5. Manner of acting of committees: the acts of a majority of the members of the committees, present at any meeting at which there is a quorum, shall be the act of such committee.

Section 6. Minutes of committees: committees shall keep regular minutes of their proceedings and report the same to the board of directors when required.

Article IX
Books and Records

Per Florida Statutes, the books, records and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member. The declaration, the articles of incorporation, and the bylaws of the association shall be available for inspection by any member at the principal office of the association, where copies may be purchased at reasonable cost.

Article X
Fiscal year

The fiscal year of the association shall begin on January 1st.

Article XI
Amendments

Section 1. These bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the articles of incorporation and these bylaws, the articles shall control; and in the case of any conflict between the declaration and these bylaws, the declaration shall control.

Article XII
Assessments

As more fully provided in the declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate allowed by law. The association may also charge an administrative late fee not to exceed the greater of \$25 or 5 percent of the amount of each installment that is paid past the due date. The association may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs and all attorneys' fees of any such action shall be added to the amount of such assessment. 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.

Article XIII
Corporate Seal

The association shall have a seal in circular form having within its circumference the words: TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., a corporation not for profit.

Article XV
Miscellaneous

Duration: The association shall exist in perpetuity as referenced in the Declaration of Covenants, Conditions, Easements and Restrictions, Article IX, Section 5. However, should the Association ever be dissolved, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and that if not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

ACTIVE: T23002/355301:5415804_2_BPATRIE



INSTR # 2014084008
BK 9247 Pgs 190-251 PG(s)62
RECORDED 05/14/2014 11:23:14 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$528.50
RECORDED BY robep1eh

This instrument prepared by and)
should be returned to:)

fi **Elizabeth A. Lanham-Patrie, Esquire**)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)

**CERTIFICATE OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
TERRANOVA
PHASES II, III, & IV**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III and IV was originally recorded at Official Records Book 5125, Page 1964 of the Public Records of Polk County, Florida ("Original Declaration"); and

WHEREAS, the Original Declaration was amended pursuant to the First Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 5785, Page 889, and the Second Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 6158, Page 920 both of the Public Records of Polk County, Florida; and

WHEREAS, the Original Declaration along with its First and Second Amendments shall be collectively referred to as the "Declaration"; and

WHEREAS, the Original Declaration provides in Article IX, Section 3(a) that the same may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of the Association members; and

WHEREAS, the signatures on Exhibit "A" attached hereto and incorporated herein are the signatures of not less than three-quarters (3/4) of the Association members approving the below identified amendment to Article IX, Section 3(a) of the Declaration.

NOW THEREFORE, Article IX, Section 3(a) of the Declaration is hereby amended as follows:

ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by **bold underline**; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by~~ **the affirmative vote of not less than a majority** ~~three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Executed at Winter Haven (city), Polk County, Florida, on this the 21st day of April, 2014.

Signed and deliver
in the presence of:

Candice Sullivan
Printed Name: Candice Sullivan

Charlene Tucker
Printed Name: Charlene Tucker

**TERRANOVA HOMEOWNERS
ASSOCIATION OF POLK COUNTY, INC.**

By: Gerald L. Crego
Printed Name: Gerald L. Crego
Title: President

Address: 201 Terranova Blvd
Winter Haven, FL 33884

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Polk

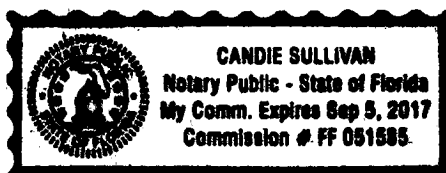
The foregoing instrument was acknowledged before me this 21st day of April, 2014, by Gerald L. Crego, as President of **TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she [] is personally known to me or [X] has produced FLDL C620-252-44.441-0 as identification.

WITNESS my hand in the County and State last aforesaid on this 21st day of April, 2014.

Candice Sullivan
Notary Public - State of Florida
Print Name: Candice Sullivan

Commission No.: FF 051585
My Commission Expires: 9-5-17

ACTIVE: T23002/355301:5673865_1_BPATRIE



Page 2 of 2

3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

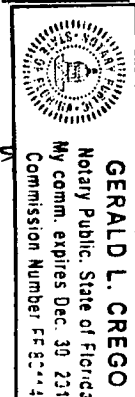
(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

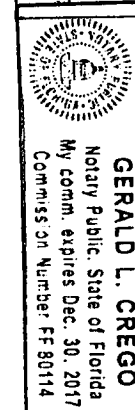
MEMBER: <u>Jean Donaldson</u> Signature <u>Jean Donaldson</u> Print Name <u>2/21/14</u> (Date) _____ (Lot #) Address: <u>216 Terranova Blvd.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>21</u> day of <u>Feb</u> , 2014, by <u>Jean Donaldson</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
---	--



MEMBER: <u>Eleni Houvardas</u> Signature <u>Eleni Houvardas</u> Print Name <u>2/23/14</u> (Date) _____ (Lot #) Address: <u>322 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Feb</u> , 2014, by <u>Eleni Houvardas</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
--	---



MEMBER: <u>Virgil A. Gilmore II</u> Signature <u>Virgil A. Gilmore II</u> Print Name <u>2-24-14</u> (Date) _____ (Lot #) Address: <u>248 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>24</u> day of <u>Feb</u> , 2014, by <u>Virgil Gilmore II</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
--	---



3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by~~ **the affirmative vote of** not less than ~~a majority~~ **three-quarters (3/4)** of the **voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

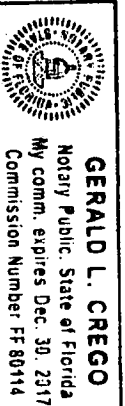
MEMBER: <u>David Jansen</u> Signature <u>David Jansen</u> Print Name <u>2/4/14</u> (Date) _____ (Lot #) Address: <u>434 Terranova St</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>Feb</u> , 2014, by <u>David Jansen</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DL 52514674020</u> as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
---	---



MEMBER: <u>Leila Krombach</u> Signature <u>Leila Krombach</u> Print Name <u>2/5/14</u> (Date) _____ (Lot #) Address: <u>403 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>5th</u> day of <u>Feb</u> , 2014, by <u>Leila Krombach</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DL 52515785920</u> as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Cindy L. Rutter</u> Signature <u>CINDY L. Rutter</u> Print Name <u>2-5-2014</u> (Date) _____ (Lot #) Address: <u>428 Terranova St</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>5th</u> day of <u>Feb</u> , 2014, by <u>Cindy Rutter</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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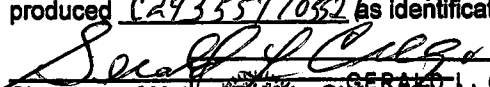
3

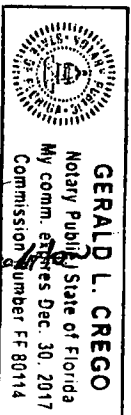
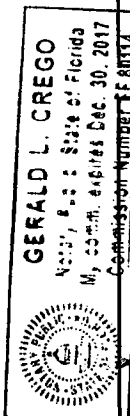
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


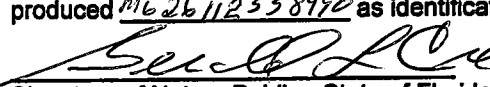
I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

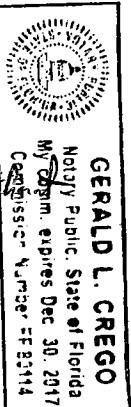
(New language indicated by bold underline; Deletions indicated by strike-through)


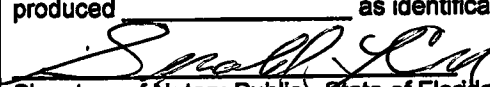
- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

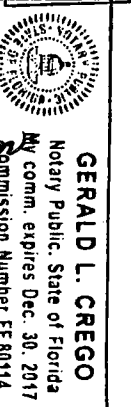
MEMBER:  Signature MILCAH GRACE S. CALUYTAN Print Name 02/01/14 (Date) _____ (Lot #) 208 TERRANOVA STREET Address: WINTER HAVEN, FL 33884	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>1st</u> day of <u>Feb</u> , 2014, by <u>Milcah Grace S. Caluytan</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>62435577052</u> as identification. DL DL  Signature of Notary Public - State of Florida Gerald L. Crego Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature Christine Marchant Print Name 2-3-14 (Date) _____ (Lot #) 304 Terranova Blvd Address:	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>Feb</u> , 2014, by <u>Christine Marchant</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>11626112538490</u> as identification. DL  Signature of Notary Public - State of Florida Gerald L. Crego Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature Jennifer L. Simpson Print Name 2-3-14 (Date) _____ (Lot #) 207 Terranova Blvd. Address:	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>Feb</u> , 2014, by <u>Jennifer L. Simpson</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Gerald L. Crego Print, Type, or Stamp Name of Notary Public
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(2)

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

<p>MEMBER:</p> <p><u>Michael P. Resenault</u></p> <p>Signature</p> <p><u>MICHAEL P RESENAULT</u></p> <p>Print Name</p> <p><u>2/2/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>209 TERRANOVA BLVD</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>POLK</u></p> <p>The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>Feb</u>, 2014, by <u>Michael P. Resenault</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p></p> <p>GERALD L. CREGO</p> <p>Notary Public, State of Florida</p> <p>My comm. expires Dec. 30, 2017</p> <p>Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>Terr' Dickse</u></p> <p>Signature</p> <p><u>Terr' Dickse</u></p> <p>Print Name</p> <p><u>2-3-14</u> (Date) _____ (Lot #)</p> <p>Address: <u>214 Terranova Blvd</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>POLK</u></p> <p>The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>Feb</u>, 2014, by <u>Terr' Dickse</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p></p> <p>GERALD L. CREGO</p> <p>Notary Public, State of Florida</p> <p>My comm. expires Dec. 30, 2017</p> <p>Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>Ramesh N. Taropawala</u></p> <p>Signature</p> <p><u>RAMESH N TAROPAWALA</u></p> <p>Print Name</p> <p><u>2-3-14</u> (Date) _____ (Lot #)</p> <p>Address: <u>223 Terranova Blvd</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>POLK</u></p> <p>The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>Feb</u>, 2014, by <u>Ramesh N. Taropawala</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p></p> <p>GERALD L. CREGO</p> <p>Notary Public, State of Florida</p> <p>My comm. expires Dec. 30, 2017</p> <p>Commission Number FF 80114</p>

Not duplicate
Already signed


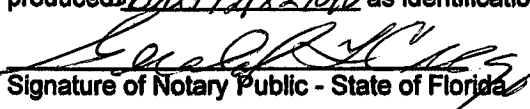
3

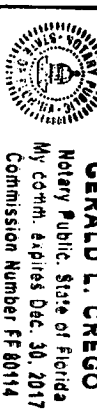
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

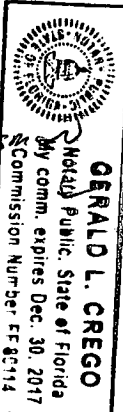
(New language indicated by bold underline; Deletions indicated by strike-through)


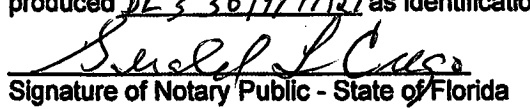
- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by~~ the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>Rebekah DePasquale</u> Print Name <u>2-4-2014</u> (Date) _____ (Lot #) Address: <u>468 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>Feb</u> , 2018, by <u>Rebekah DePasquale</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DL 24721827412</u> as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>Melissa GRASSMAN</u> Print Name <u>2-4-2014</u> (Date) _____ (Lot #) Address: <u>460 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>Feb</u> , 2013, by <u>Melissa GRASSMAN</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>SHARON W. Smith</u> Print Name <u>2-4-14</u> (Date) _____ (Lot #) Address: <u>493 TERRANOVA ST.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>Feb</u> , 2014, by <u>Sharon Smith</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DL 5-3079949927</u> as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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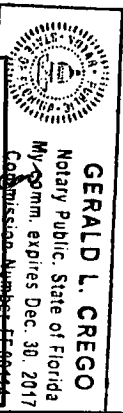

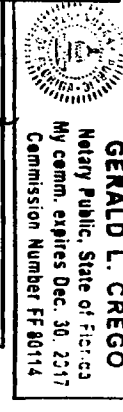
3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

<p>MEMBER:</p> <p><u>Gerald Anderson</u> Signature</p> <p><u>GERALD ANDERSON</u> Print Name</p> <p><u>2-7-14</u> (Date) _____ (Lot #)</p> <p>Address: <u>208 TERRANOVA BLVD.</u></p>	<p>STATE OF FLORIDA COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>Feb</u>, 2014, by <u>Gerald Anderson</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>Gerald L. Crego</u> Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p></p> <p>GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>Lillian Isabel</u> Signature</p> <p><u>Lillian Isabel</u> Print Name</p> <p><u>2/4/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>221 Terranova Blvd W.H. 33884</u></p>	<p>STATE OF FLORIDA COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>Feb</u>, 2014, by <u>Lillian Isabel</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>Gerald L. Crego</u> Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p></p> <p>GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>Anna Cate Chatman</u> Signature</p> <p><u>Anna Cate Chatman</u> Print Name</p> <p><u>2/4/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>238 Terranova Blvd</u></p>	<p>STATE OF FLORIDA COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>Feb</u>, 2014, by <u>Anna Cate Chatman</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DL C3552497595</u> as identification.</p> <p><u>Gerald L. Crego</u> Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p></p> <p>GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114</p>

2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by~~ the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Both Members Signed
I Count as 1

MEMBER: <u>Paul Burress</u> Signature <u>PAUL BURRESS</u> Print Name <u>1/8/14</u> (Date) <u>112</u> (Lot #) Address: <u>474 TERRANOVA ST</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>8</u> day of <u>Jan</u> , 2014, by <u>2014</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Linda Baxter Barrentine</u> Signature of Notary Public - State of Florida My Comm. Expires Sep 10, 2017 Commission # FF 053070 Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Barbara Burress</u> Signature <u>BARBARA BURRESS</u> Print Name <u>1/8/14</u> (Date) <u>112</u> (Lot #) Address: <u>474 TERRANOVA ST.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>8</u> day of <u>Jan</u> , 2014, by <u>2014</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Linda Baxter Barrentine</u> Signature of Notary Public - State of Florida My Comm. Expires Sep 10, 2017 Commission # FF 053070 Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Jack Allison</u> Signature <u>Jack Allison</u> Print Name <u>1/22/14</u> (Date) <u>156</u> (Lot #) Address: <u>491 TERRANOVA ST</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>JAN</u> , 2014, by <u>Jack Allison</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>GERALD L. CREGO</u> Signature of Notary Public - State of Florida My Comm. Expires Dec 30, 2017 Commission Number CF 80624 Print, Type, or Stamp Name of Notary Public
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>[Signature]</u> Signature <u>Henry M Mosley Jr</u> Print Name <u>12-4-13</u> (Date) <u>272</u> (Lot #) Address: <u>275 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>4</u> day of <u>DEC</u> , 2013, by <u>Henry M Mosley Jr</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>[Signature]</u> Signature <u>KIMBERLY JAMES</u> Print Name <u>01/21/14</u> (Date) _____ (Lot #) Address: <u>215 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>21st</u> day of <u>JAN</u> , 2014, by <u>Kimberly James</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DL Missouri</u> as identification. <u>[Signature]</u> Signature of Notary Public Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>[Signature]</u> Signature <u>Thomas J Lucas Jr</u> Print Name <u>1-23-14</u> (Date) _____ (Lot #) Address: <u>219 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>JAN</u> , 2014, by <u>THOMAS J LUCAS</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public Print, Type, or Stamp Name of Notary Public
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by only recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Marla J. Lampas</u> Signature <u>MARLA J. LAMPAS</u> Print Name <u>2/1/14</u> (Date) _____ (Lot #) Address: <u>352 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>1st</u> day of <u>Feb</u> , 2014, by <u>Marla J. Lampas</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. My comm. expires _____ Commission Number FF 80114 <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Charles L. McKnight</u> Signature <u>Charles L. McKnight</u> Print Name <u>2-1-2014</u> (Date) _____ (Lot #) Address: <u>441 Terranova St</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>1st</u> day of <u>Feb</u> , 2014, by <u>Charles L. McKnight</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>4252-42632970</u> as identification <u>DL</u> <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Notary Public, State of Florida Commission Expires Dec. 30, 2017 Commission Number FF 80114 Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Robin C Knitt</u> Signature <u>Robin C Knitt</u> Print Name <u>2-1-14</u> (Date) _____ (Lot #) Address: <u>229 Terranova Blvd.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>1st</u> day of <u>Feb</u> , 2014, by <u>Robin C Knitt</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>3072353740</u> as identification <u>DL</u> <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Notary Public, State of Florida Commission Expires Dec. 30, 2017 Commission Number FF 80114 Print, Type, or Stamp Name of Notary Public
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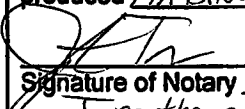
3



IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

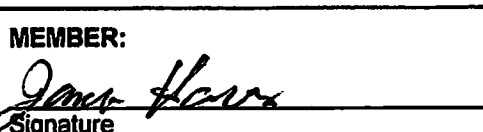

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

<p>MEMBER:</p> <p></p> <p>Signature</p> <p><u>Jonathan Tan</u></p> <p>Print Name</p> <p><u>12/11/13</u> (Date) _____ (Lot #)</p> <p>Address: <u>314 TERRANOVA BLVD</u></p>	<p>STATE OF FLORIDA <u>Massachusetts</u></p> <p>COUNTY OF <u>Norfolk</u></p> <p>The foregoing instrument was acknowledged before me this <u>11th</u> day of <u>December</u> 2013, by <u>Quinn Iscan</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>MA Drivers License</u> as identification.</p> <p></p> <p>Signature of Notary Public - State of Florida <u>MA</u></p> <p><u>Jonathan Tan</u></p> <p>Print, Type, or Stamp Name of Notary Public</p>
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<p>MEMBER:</p> <p></p> <p>Signature</p> <p><u>Patricia Accetta</u></p> <p>Print Name</p> <p><u>1/23/14</u> (Date) <u>313</u> (Lot #)</p> <p>Address: <u>312 Terranova Blvd</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>23rd</u> day of <u>JAN</u> 2014, by <u>Patricia Accetta</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>
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<p>MEMBER:</p> <p></p> <p>Signature</p> <p><u>James Harris</u></p> <p>Print Name</p> <p><u>1/23/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>350 Terranova Blvd</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>23rd</u> day of <u>JAN</u>, 2014, by <u>James Harris</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>
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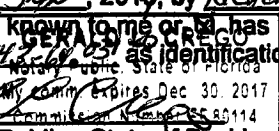
3

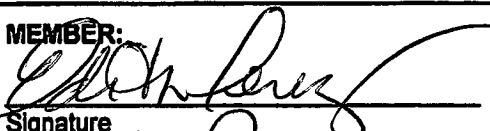
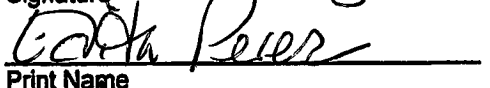
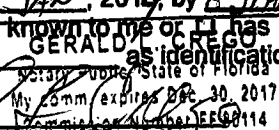
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



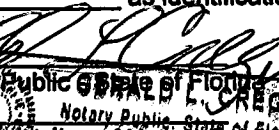
I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature  Print Name 1-21-14 (Date) _____ (Lot #) Address: 489 Terranova ST	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>21st</u> day of <u>Jan</u> , 2014, by <u>Richard Hassett</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>4230-743-6803</u> as identification. <u>EL</u>  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature  Print Name 1/23/14 (Date) _____ (Lot #) Address: 200 Terranova Blvd.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23rd</u> day of <u>Jan</u> , 2014, by <u>Carla Reier</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature  Print Name 1/23/14 (Date) _____ (Lot #) Address: 331 Terranova Blvd.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23rd</u> day of <u>Jan</u> , 2014, by <u>Louis Greengard</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Jackie Stadler</u> Signature <u>JACKIE STADLER</u> Print Name <u>11/14/2013</u> (Date) <u>174</u> (Lot #) Address: <u>211 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>14</u> day of <u>11</u> , 2013, by <u>JACKIE STADLER</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>FLDL</u> as identification. <u>Kimberly Shallow</u> Signature of Notary Public - State of Florida <u>kimberly shallow</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Edgar T. Stadler</u> Signature <u>EDGAR T. STADLER</u> Print Name <u>11/14/13</u> (Date) <u>174</u> (Lot #) Address: <u>211 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>14</u> day of <u>11</u> , 2013, by <u>Edgar T. Stadler</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>FLDL</u> as identification. <u>Kimberly Shallow</u> Signature of Notary Public - State of Florida <u>kimberly shallow</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>T-Ray</u> Signature <u>Tim Ray</u> Print Name <u>1-16-14</u> (Date) _____ (Lot #) Address: <u>236 TERRANOVA Blvd.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>16th</u> day of <u>JAN</u> , 2014, by <u>Tim Ray</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>FLDL</u> as identification. <u>GERALD L. CREGO</u> Notary Public, State of Florida Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by **bold underline**; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Marie Prophete</u> Signature <u>MARIE PROPHETE</u> Print Name <u>11/15/13</u> (Date) _____ (Lot #) Address: <u>417 Terranova St Wt FL</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>15</u> day of <u>Nov</u> , 2013, by <u>Marie Prophete</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>Id. Dr. Kondor</u> as identification. <u>John M. Kondor</u> Signature of Notary Public - State of Florida <u>John M. Kondor</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Gerald L. Crego</u> Signature <u>Gerald L. Crego</u> Print Name <u>1-15-2014</u> (Date) _____ (Lot #) Address: <u>208 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>15</u> day of <u>Jan</u> , 2014, by <u>Gerald L. Crego</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>David E. Steger</u> Signature of Notary Public - State of Florida <u>David E. Steger</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Robert Tirine</u> Signature <u>Robert Tirine</u> Print Name <u>1/20/14</u> (Date) _____ (Lot #) Address: <u>438 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>20</u> day of <u>JAN</u> , 2014, by <u>Robert Tirine</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida <u>Gerald L. Crego</u> Print, Type, or Stamp Name of Notary Public
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:

[Signature]
Signature

Michael Penzon
Print Name

2/21/14 (Date) _____ (Lot #)

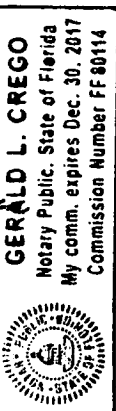
Address: 472 Terranova ST

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 21st day of Feb, 2014, by Michael Penzon who ☐ is personally known to me or ☒ has produced K55034274182 as identification. Dijo

[Signature]
Signature of Notary Public - State of Florida

Print, Type, or Stamp Name of Notary Public



MEMBER:

[Signature]
Signature

Beatriz E Moreno
Print Name

02/21/14 (Date) 230 (Lot #)

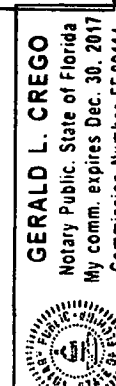
Address: 445 Terranova ST.

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 21 day of Feb, 2014, by Beatriz Moreno who ☒ is personally known to me or ☐ has produced M652065599160 as identification.

[Signature]
Signature of Notary Public - State of Florida

Print, Type, or Stamp Name of Notary Public



MEMBER:

[Signature]
Signature

Christina McCalle
Print Name

2/23/2014 (Date) _____ (Lot #)

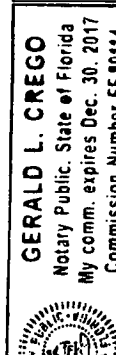
Address: 440 Terranova ST

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 22 day of Feb, 2014, by Christina McCalle who ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
Signature of Notary Public - State of Florida

Print, Type, or Stamp Name of Notary Public



3

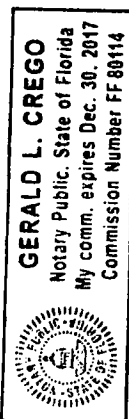
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

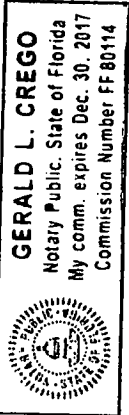
(New language indicated by **bold underline**; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by **duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

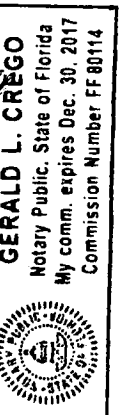
MEMBER: <u>Michael J Mellon</u> Signature <u>Michael Mellon</u> Print Name <u>11/21/17</u> (Date) <u>188</u> (Lot #) Address: <u>414 Terranova St Winter Haven FL 37884</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>21</u> day of <u>NOVEMBER</u> , 2017, by <u>Michael Mellon</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced <u>W-19053069</u> as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Louis John Geomelli Notary Public State of Florida Print, Type, or Stamp Name of Notary Public Expires 11/30/2016
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MEMBER: <u>S P Mead</u> Signature <u>S P MEAD</u> Print Name <u>22 FEB 2014</u> (Date) _____ (Lot #) Address: <u>407 TERRANOVA ST</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>FEB</u> , 2014, by <u>Steve Mead</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Cord Ann Caldwell</u> Signature <u>Cord Ann Caldwell</u> Print Name <u>3/2/14</u> (Date) _____ (Lot #) Address: <u>402 Terranova Street</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>FEB</u> , 2014, by <u>Cord Ann Caldwell</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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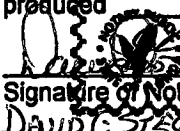


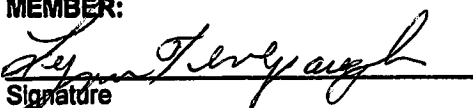
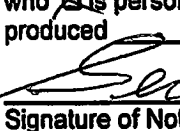
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

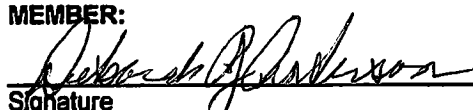
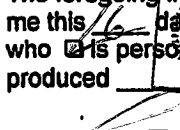
I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>SCOTT COLLIER</u> Print Name <u>1/15/14</u> (Date) _____ (Lot #) Address: <u>340 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>15</u> day of <u>JAN</u> , 2014, by _____ who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida <u>DAVID E. STEGER</u> Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>LYNN TEREPUUGH</u> Print Name <u>1-16/04</u> (Date) _____ (Lot #) Address: <u>267 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>16</u> day of <u>JAN</u> , 2013, by <u>Lynn Terepugh</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>Deborah G. Anderson</u> Print Name <u>1/16/14</u> (Date) _____ (Lot #) Address: <u>316 Terranova Blvd.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>16</u> day of <u>JAN</u> , 2013, by <u>Deborah G. Anderson</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
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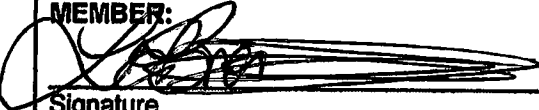
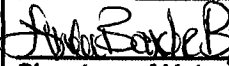
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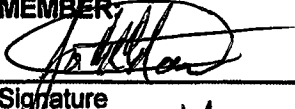
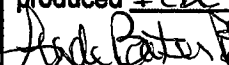
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


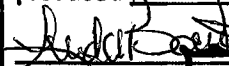
I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>LEZA E. BRECKINRIDGE</u> Print Name <u>1/9/14</u> (Date) _____ (Lot #) Address: <u>358 TERRANOVA BLVD.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>9</u> day of <u>Jan</u> , 201 <u>4</u> , by _____ who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>Florida License</u> as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public: <u>LINDA BAXTER BARRENTINE</u> My Comm. Expires Sep 10, 2017 Commission # FF 053070
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MEMBER:  Signature <u>Jose Marro</u> Print Name <u>1/9/14</u> (Date) _____ (Lot #) Address: <u>347 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>9</u> day of <u>Jan</u> , 201 <u>4</u> , by <u>2014</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>FLDL</u> as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public: <u>LINDA BAXTER BARRENTINE</u> My Comm. Expires Sep 10, 2017 Commission # FF 053070
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MEMBER:  Signature <u>ROGER A. GARWOOD</u> Print Name <u>1-9-14</u> (Date) <u>242</u> (Lot #) Address: <u>409 TERRANOVA ST</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>9</u> day of <u>Jan</u> , 201 <u>4</u> , by _____ who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public: <u>LINDA BAXTER BARRENTINE</u> My Comm. Expires Sep 10, 2017 Commission # FF 053070
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by **bold underline**; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Rosa Rivera</u> Signature <u>ROSA RIVERA</u> Print Name <u>2/22/14</u> (Date) _____ (Lot #) Address: <u>317 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>Feb</u> , 201 <u>4</u> , by <u>Rosa Rivera</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

MEMBER: <u>Ronald W. Stacher</u> Signature <u>RONALD W. STACHER</u> Print Name <u>2-22-14</u> (Date) _____ (Lot #) Address: <u>310 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>Feb</u> , 201 <u>4</u> , by <u>Ronald Stacher</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

MEMBER: <u>Americo Rivera</u> Signature <u>AMERICO RIVERA</u> Print Name <u>2-22-14</u> (Date) _____ (Lot #) Address: <u>309 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>Feb</u> , 201 <u>4</u> , by <u>Americo Rivera</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

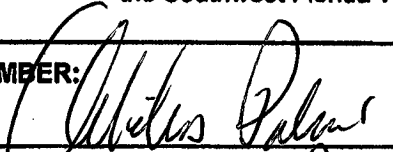

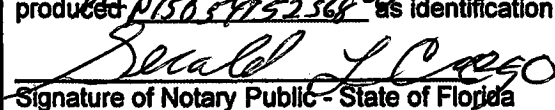
2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

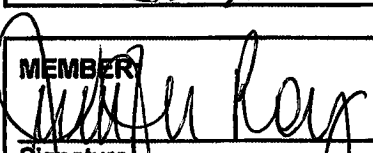


I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike-through~~)

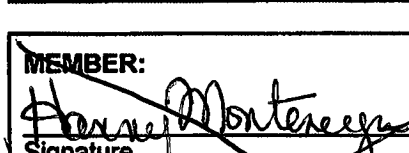

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duty recording an instrument executed and acknowledged by~~ the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature  Print Name 2/22/14 (Date) _____ (Lot #) Address: 334 TERRANOVA BLVD	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>Feb</u> , 2014, by <u>M. Aguirre Pabon</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>P150 575258</u> as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
 Notary Public, State of Florida
 My comm. expires Dec. 30, 2017
 Commission Number FF 80114

MEMBER:  Signature  Print Name 2/22/14 (Date) _____ (Lot #) Address: 323 TERRANOVA BLVD	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>Feb</u> , 2014, by <u>Jennifer Roy</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
 Notary Public, State of Florida
 My comm. expires Dec. 30, 2017
 Commission Number FF 80114

MEMBER:  Signature  Print Name 2/22/14 (Date) _____ (Lot #) Address: 319 Terranova Blvd	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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"Does"
 Not global
 to date

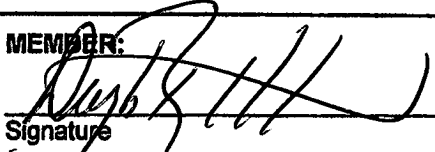
2


IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:


(New language indicated by **bold underline**; Deletions indicated by strike-through)

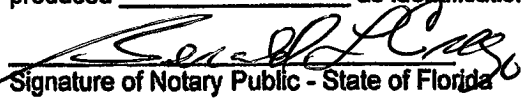
- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of~~ **not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.


MEMBER:

Signature
Douglas Richards
Print Name
2-25-14 (Date) _____ (Lot #)
Address: 348 Terranova RAIN

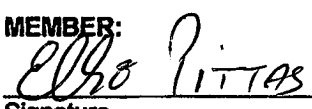
STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 25th day of Feb, 2014, by Douglas Richards who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

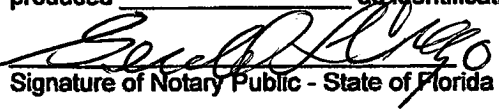
GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114



MEMBER:

Signature
Donna L. Adams
Print Name
2/25/14 (Date) _____ (Lot #)
Address: 270 Terranova Blvd

STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 25th day of Feb, 2014, by Donna L. Adams who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114


MEMBER:

Signature
ELLIE PITTAS
Print Name
2-25-14 (Date) _____ (Lot #)
Address: 320 TERRANOVA BL.

STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 25th day of Feb, 2014, by Ellie Pittas who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114


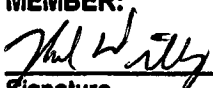

3

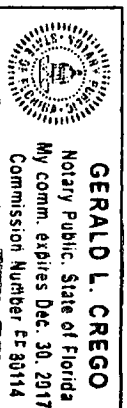
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike through~~)



- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

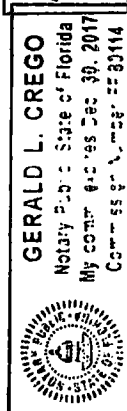
MEMBER:  Signature <u>Paul Willoughby</u> Print Name <u>2-24-14</u> (Date) _____ (Lot #) Address: <u>318 Terranova</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>24</u> day of <u>Feb</u> , 2014, by <u>Paul W. Willoughby</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>Antonio Ortiz</u> Print Name <u>2-24-14</u> (Date) _____ (Lot #) Address: <u>336 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>24</u> day of <u>Feb</u> , 2014, by <u>Antonio Ortiz</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>Husam Mustafa</u> Print Name <u>2/23/14</u> (Date) _____ (Lot #) Address: <u>250 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Feb</u> , 2014, by <u>Husam Mustafa</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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3

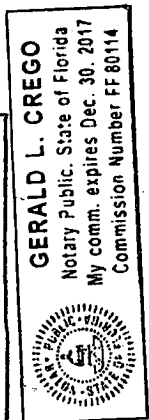
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

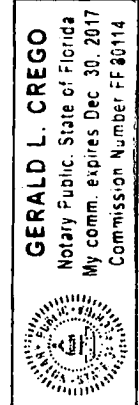
(New language indicated by bold underline; Deletions indicated by strike-through)

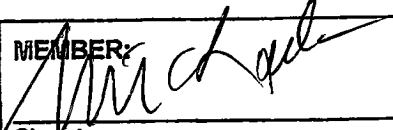

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

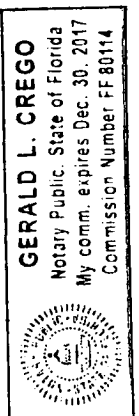
MEMBER:  Signature <u>Eric Morris</u> Print Name <u>2-23-14</u> (Date) _____ (Lot #) Address: <u>47 Terranova Ct.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Feb</u> , 2013, by <u>Eric Morris</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>SARAH MARTIN</u> Print Name <u>2/23/14</u> (Date) _____ (Lot #) Address: <u>293 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Feb</u> , 2013, by <u>Sarah Martin</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>M.R. HARJANI</u> Print Name <u>02/23/14</u> (Date) _____ (Lot #) Address: <u>289 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Feb</u> , 2013, by <u>M.R. Harjani</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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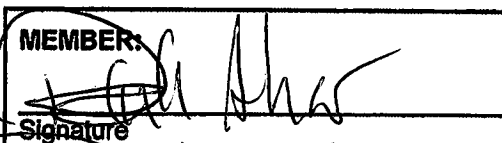
3


IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:


(New language indicated by bold underline; Deletions indicated by strike-through)


- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:

Signature
Print Name
2/23/14 (Date) (Lot #)
Address: 297 Terranova Blvd


STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 23 day of Feb, 2014, by Frank Lago who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public


GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number: FF 80114

MEMBER:

Signature
Print Name
2-23-14 (Date) (Lot #)
Address: 308 Terranova Blvd

STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 22 day of Feb, 2014, by Scott Brescia who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number: FF 80114

MEMBER:

Signature
Print Name
2/23/14 (Date) (Lot #)
Address: 307 Terranova Blvd

STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 22 day of Feb, 2014, by Eric Morris who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number: FF 80114

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:

John Pl
Signature

JOHN PLECENIK
Print Name

2-6-14 (Date) _____ (Lot #)

Address: 362 TERRANOVA BLVD

STATE OF FLORIDA
COUNTY OF PAK

The foregoing instrument was acknowledged before me this 6 day of Feb, 2014, by _____ who ☒ is personally known to me or ☐ has produced _____ as identification.

Linda Baxter Barrentine
Signature of Notary Public - State of Florida

Print, Type, or Stamp Name of Notary Public

MEMBER:

John Pl
Signature

JOHN PLECENIK
Print Name

2-6-14 (Date) _____ (Lot #)

Address: 362 TERRANOVA BLVD

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida

Print, Type, or Stamp Name of Notary Public

MEMBER:

John Pl
Signature

JOHN PLECENIK
Print Name

2-6-14 (Date) _____ (Lot #)

Address: 362 TERRANOVA BLVD

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida

Print, Type, or Stamp Name of Notary Public

3

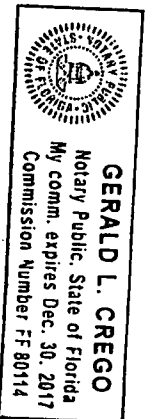
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

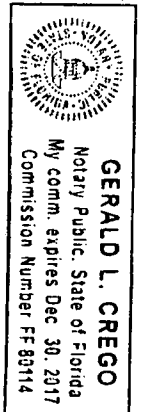
(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

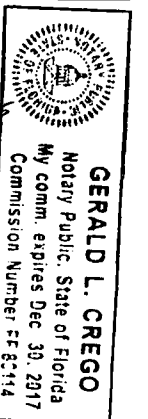
MEMBER: <u>Cynthia McCalla</u> Signature <u>Cynthia McCalla</u> Print Name <u>2/22/14</u> (Date) _____ (Lot #) Address: <u>269 Terranova Blvd</u> <u>Winter Haven, FL</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>22</u> day of <u>Feb</u> , 2014, by <u>Cynthia McCalla</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Joe Walden</u> Signature <u>Joe Walden</u> Print Name <u>2/23/14</u> (Date) _____ (Lot #) Address: <u>255 Terranova Blvd.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Feb</u> , 2014, by <u>Joe Walden</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Nikolaos Minadakis</u> Signature <u>Nikolaos Minadakis</u> Print Name <u>2/23/14</u> (Date) _____ (Lot #) Address: <u>277 Terranova blvd.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Feb</u> , 2014, by <u>Nikolaos Minadakis</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

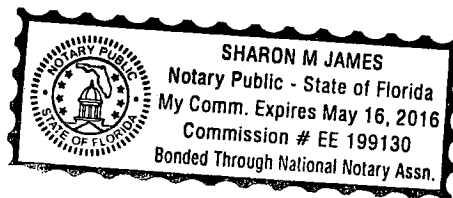
(New language indicated by bold underline; Deletions Indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Vinnette Salha</u> Signature <u>Vinnette Salha</u> Print Name <u>3-4-2014</u> (Date) <u>251</u> (Lot #) Address: <u>251 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>14th</u> day of <u>March</u> , 2014, by <u>Vinnette Salha</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Sharon M James</u> Signature of Notary Public - State of Florida <u>Sharon M James</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Salman Salha</u> Signature <u>Salman Salha</u> Print Name <u>3-4-2014</u> (Date) <u>297</u> (Lot #) Address: <u>297 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>14th</u> day of <u>March</u> , 2014, by <u>Salman Salha</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Sharon M James</u> Signature of Notary Public - State of Florida <u>Sharon M James</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: _____ Signature _____ Print Name _____ (Date) _____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
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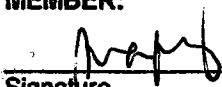

3

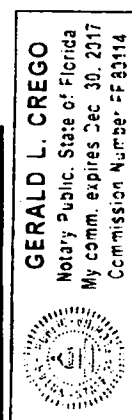
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

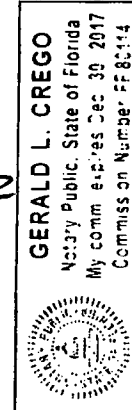
(New language indicated by **bold underline**; Deletions indicated by strike-through)



- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

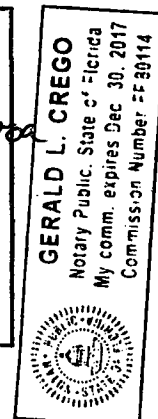
MEMBER:  Signature <u>Maria Aurora P. Alejo</u> Print Name <u>3-8-2014</u> (Date) _____ (Lot #) Address: <u>369 NW Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>08</u> day of <u>MAR</u> , 201 <u>4</u> , by <u>Maria Alejo</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>MARIA I. Martinez</u> Print Name <u>3/8/14</u> (Date) _____ (Lot #) Address: <u>274 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>08</u> day of <u>MAR</u> , 201 <u>4</u> , by <u>Maria I. Martinez</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>Veronica Figueroa</u> Print Name <u>3/8/14</u> (Date) _____ (Lot #) Address: <u>241 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>08</u> day of <u>MAR</u> , 201 <u>4</u> , by <u>Veronica Figueroa</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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3

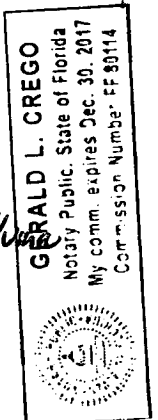
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

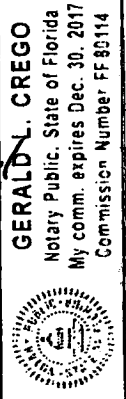
(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

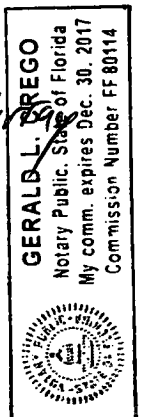
MEMBER: <u>Charles W. McCollum</u> Signature <u>Charles W. McCollum</u> Print Name <u>03/08/2014</u> (Date) _____ (Lot #) <u>33884</u> Address: <u>327 Terranova Blvd Winter Haven</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>08th</u> day of <u>March</u> , 2014, by <u>Charles W. McCollum</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>[Signature]</u> Signature <u>Isabel Imbarvador M</u> Print Name <u>3/8/14</u> (Date) _____ (Lot #) Address: <u>283 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>08th</u> day of <u>March</u> , 2014, by <u>Isabel Imbarvador M</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>[Signature]</u> Signature <u>Geoffrey Murray</u> Print Name <u>3/8/14</u> (Date) _____ (Lot #) Address: <u>279 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>08th</u> day of <u>March</u> , 2014, by <u>Geoffrey Murray</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Ivan L. Vissepo</u> Signature <u>Ivan L. Vissepo</u> Print Name <u>3/4/14</u> (Date) <u>212</u> (Lot #) Address: <u>TERRANOVA</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>April</u> , 2014, by <u>Ivan Vissepo</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

MEMBER: <u>Jerry C. Pool</u> Signature <u>Jerry C. Pool</u> Print Name <u>3-4-14</u> (Date) _____ (Lot #) Address: <u>202 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>4th</u> day of <u>April</u> , 2014, by <u>Jerry C. Pool</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

MEMBER: <u>Danny Warren</u> Signature <u>Danny Warren</u> Print Name <u>3/8/14</u> (Date) _____ (Lot #) Address: <u>406 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>8th</u> day of <u>March</u> , 2014, by <u>Danny Warren</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec 30, 2017
Commission Number FF 80114



2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

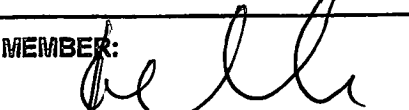

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.


MEMBER:  Signature <u>KENDRICK WILLIAMS</u> Print Name <u>3/8/14</u> (Date) _____ (Lot #) Address: <u>398 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>MAR</u> , 2014, by <u>Kendrick Williams</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

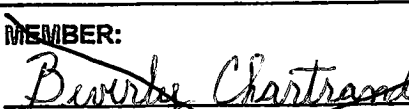



MEMBER:  Signature <u>KENDRICK WILLIAMS</u> Print Name <u>3/8/14</u> (Date) _____ (Lot #) Address: <u>396 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>3rd</u> day of <u>MAR</u> , 2014, by <u>Kendrick Williams</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114



Record Shows
on file now correct


MEMBER:  Signature <u>BEVERLY CHARTRAND</u> Print Name <u>3/11/14</u> (Date) _____ (Lot #) Address: <u>271 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>11th</u> day of <u>MAR</u> , 2014, by <u>Beverly Chartrand</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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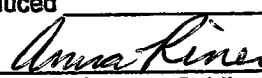
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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(New language indicated by bold underline; Deletions indicated by strike-through)


- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duty recording an instrument executed and acknowledged by the affirmative vote of~~ not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:

Signature
Oswald P. Carrerou
Print Name
3/6/14 (Date) 209 (Lot #)
Address: 456 Terranova St.


STATE OF FLORIDA
COUNTY OF POLK
The foregoing instrument was acknowledged before me this 6th day of March, 2013, by Oswald P. Carrerou who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Anna Riner
Print, Type, or Stamp Name of Notary Public


ANNA RINER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE834552
Expires 9/12/2016


MEMBER:

Signature
Oswald P. Carrerou
Print Name
3/6/14 (Date) 299 (Lot #)
Address: 266 Terranova Blvd

STATE OF FLORIDA
COUNTY OF POLK
The foregoing instrument was acknowledged before me this 6th day of March, 2013, by Oswald P. Carrerou who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Anna Riner
Print, Type, or Stamp Name of Notary Public

ANNA RINER
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE834
Expires 9/12/2016

MEMBER:

Signature
CHERYL BOOTH
Print Name
3-11-14 (Date) _____ (Lot #)
Address: 365 Terranova Blvd

STATE OF FLORIDA
COUNTY OF POLK
The foregoing instrument was acknowledged before me this 11th day of MAY 2013, by Cheryl Booth who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

GERALD L. REGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Comm# SS 00 Number FF 80114



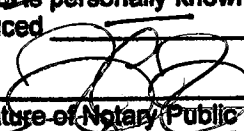
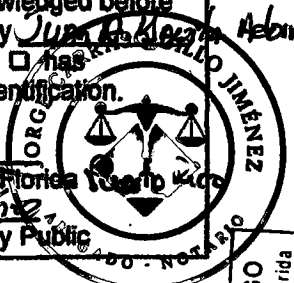



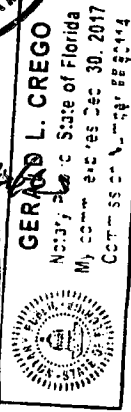
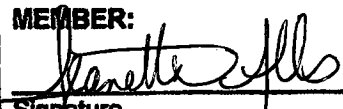

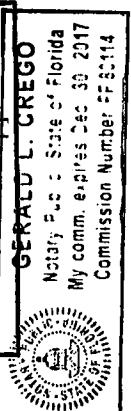
2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>Juan A. Dávila</u> Print Name <u>05-03-14</u> (Date) _____ (Lot #) Address: <u>461 Terranova St., Winter Haven, FL</u>	STATE OF FLORIDA, <u>Polk</u> #Affidavit: 365 COUNTY OF <u>Winter Haven</u> The foregoing instrument was acknowledged before me this <u>5</u> day of <u>March</u> , 2014, by <u>Juan A. Dávila</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida <u>Jorge Carmosquillo Jimenez</u> Print, Type, or Stamp Name of Notary Public 
MEMBER:  Signature <u>Fotios Papadopoulos</u> Print Name <u>3/11/14</u> (Date)  (Lot #) Address: <u>256 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>11</u> day of <u>March</u> , 2014, by <u>Fotios Papadopoulos</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public 
MEMBER:  Signature <u>Jeanette Alls</u> Print Name <u>3/12/14</u> (Date) _____ (Lot #) Address: <u>330 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>12</u> day of <u>Mar</u> , 2014, by <u>Jeanette Alls</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public 

3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

<p>MEMBER:</p> <p><u>Tush.</u></p> <p>Signature</p> <p><u>TEOFILO VALETE</u></p> <p>Print Name</p> <p><u>3-12-14</u> (Date) _____ (Lot #)</p> <p>Address: <u>490 Terranova ST</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>12</u> day of <u>mar</u>, 2013, by <u>Teofilo Valet</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>Gerald L. Crego</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p>GERALD L. CREGO</p> <p>Notary Public, State of Florida</p> <p>My comm. expires Dec. 30, 2017</p> <p>Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>Roy Hasson</u></p> <p>Signature</p> <p><u>Roy Hasson</u></p> <p>Print Name</p> <p><u>3/12/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>484 TERRANOVA ST.</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>12</u> day of <u>mar</u>, 2013, by <u>Roy Hasson</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>Gerald L. Crego</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p>GERALD L. CREGO</p> <p>Notary Public, State of Florida</p> <p>My comm. expires Dec. 30, 2017</p> <p>Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>Barbara Carter</u></p> <p>Signature</p> <p><u>Barbara Carter</u></p> <p>Print Name</p> <p><u>3-14-14</u> (Date) _____ (Lot #)</p> <p>Address: <u>329 Terranova Blvd</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>14</u> day of <u>mar</u>, 2013, by <u>Barbara Carter</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>Gerald L. Crego</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p>GERALD L. CREGO</p> <p>Notary Public, State of Florida</p> <p>My comm. expires Dec. 30, 2017</p> <p>Commission Number FF 80114</p>

3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>James R Europe</u> Signature <u>James R Europe</u> Print Name <u>3-10-14</u> (Date) <u>183</u> (Lot #) Address: <u>404 Terranova St Winter Haven</u> <u>Florida 33884</u>	STATE OF <u>New York</u> COUNTY OF <u>Suffolk</u> The foregoing instrument was acknowledged before me this <u>10th</u> day of <u>Mar</u> , 2014, by <u>James R Europe</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>LUSOL 10606370</u> as identification. <u>Lori LeWinter</u> Signature of Notary Public - State of <u>New York</u> Print, Type, or Stamp Name of Notary Public
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Lori LeWinter
Notary Public, State of New York
No. 01LE6179875
Qualified in Suffolk County
Commission Expires 3-16-2016

MEMBER: <u>David Nitz</u> Signature <u>David Nitz</u> Print Name <u>3-14-14</u> (Date) _____ (Lot #) Address: <u>938 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>14</u> day of <u>Mar</u> , 2013, by <u>David Nitz</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number EC 80114



MEMBER: <u>Shaundra Boatwright</u> Signature <u>Shaundra Boatwright</u> Print Name <u>3/14/14</u> (Date) _____ (Lot #) Address: <u>341 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>14</u> day of <u>MAR</u> , 2013, by <u>Shaundra Boatwright</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number EC 80114



IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

<p>MEMBER:</p> <p><u>Autumn Moyer</u></p> <p>Signature</p> <p><u>Autumn Moyer</u></p> <p>Print Name</p> <p><u>3/13/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>496 Terranova St.</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>13</u> day of <u>Mar</u>, 2014, by <u>Autumn Moyer</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec 30, 2017
Commission Number 11444

<p>MEMBER:</p> <p><u>[Signature]</u></p> <p>Signature</p> <p><u>ROAN CADADONA</u></p> <p>Print Name</p> <p><u>3/14/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>303 Terranova Blvd.</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>14</u> day of <u>Mar</u>, 2014, by <u>Roan Cadadona</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number 11444

<p>MEMBER:</p> <p><u>[Signature]</u></p> <p>Signature</p> <p><u>Becky Durham</u></p> <p>Print Name</p> <p><u>3/16/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>480 Terranova St.</u></p>	<p>STATE OF FLORIDA</p> <p>COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>16</u> day of <u>Mar</u>, 2014, by <u>Becky Durham</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u></p> <p>Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec 30, 2017
Commission Number 11444

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Xinh Nguyen</u> Signature <u>Xinh Nguyen</u> Print Name <u>3-17-14</u> (Date) <u>3016</u> (Lot #) Address: <u>3016 Terranova Blvd</u>	STATE OF FLORIDA <u>Kansas</u> COUNTY OF <u>Johnson</u> The foregoing instrument was acknowledged before me this <u>17</u> day of <u>March</u> , 2014, by <u>Xinh Nguyen</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Mary Kay Grace</u> Signature of Notary Public - State of Florida <u>Mary Kay Grace</u> Print, Type, or Stamp Name of Notary Public	MARY KAY GRACE Notary Public STATE OF KANSAS My Appt. Exp. <u>7/31/15</u>
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MEMBER: <u>Joseph Brune L</u> Signature <u>Joseph Brune L</u> Print Name <u>3-21-14</u> (Date) _____ (Lot #) Address: <u>446 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>21</u> day of <u>Mar</u> , 2014, by <u>Joseph Brune L</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public	GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 31, 2017 Commission Number FF 80114
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MEMBER: <u>HONG, NGUYEN</u> Signature <u>HONG, NGUYEN</u> Print Name <u>3-23-14</u> (Date) _____ (Lot #) Address: <u>218 FORGANS BLVD</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>Mar</u> , 2014, by <u>HONG, NGUYEN</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>1250-338-6637</u> as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public	GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 31, 2017 Commission Number FF 80114
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IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Rony Fabien</u> Signature <u>Rony Fabien</u> Print Name 3/19/14 (Date) 218 (Lot #) Address: 469 TERRANOVA ST	STATE OF FLORIDA <u>New York</u> COUNTY OF <u>Nassau</u> The foregoing instrument was acknowledged before me this <u>19th</u> day of <u>Mar</u> , 2014, by <u>Rony Fabien</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>Diversa Inc</u> as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida <u>New York</u> <u>Stanley F. Carrenard</u> Print, Type, or Stamp Name of Notary Public
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CARRENARD STANLEY F.
Notary Public, State of New York
Qualified in Nassau County
Reg. No. 01CA8259650
My Commission Expires April 16, 2016

MEMBER: <u>Urbano Rodriguez</u> Signature <u>Urbano Rodriguez</u> Print Name 3-23-14 (Date) (Lot #) Address: 483 terranova St.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>MAR</u> , 2014, by <u>Urbano Rodriguez</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

MEMBER: <u>Thuan Tran</u> Signature <u>Thuan Tran</u> Print Name 3-23-14 (Date) (Lot #) Address: 315 Terranova Blvd	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>23</u> day of <u>MAR</u> , 2014, by <u>Thuan Tran</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

2

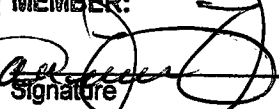
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by **bold underline**; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.


MEMBER:


Signature


Marc Viethammer
Print Name

3-23-14 (Date) _____ (Lot #)

Address: 412 Terranova St

STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 23 day of Mar, 2014, by Marc Viethammer who ☒ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

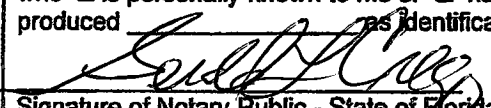
MEMBER:


Signature

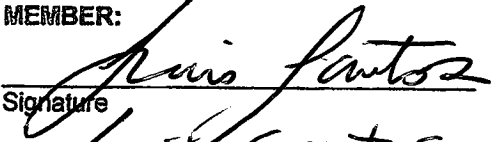
Lorel Xenner
Print Name

3-23-14 (Date) _____ (Lot #)

Address: 453 Terranova St

STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 23 day of Mar, 2014, by Lorel Xenner who ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public

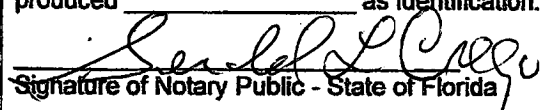
MEMBER:

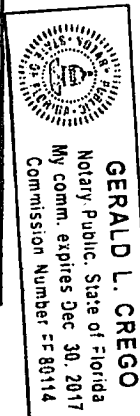
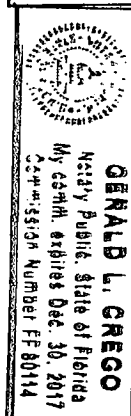
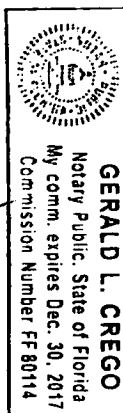

Signature

Luis Santos
Print Name

3-24-14 (Date) _____ (Lot #)

Address: 448 Terranova St.

STATE OF FLORIDA
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 24 day of Mar, 2014, by Luis Santos who ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public - State of Florida
Print, Type, or Stamp Name of Notary Public



IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underlined; Deletions indicated by strike through)

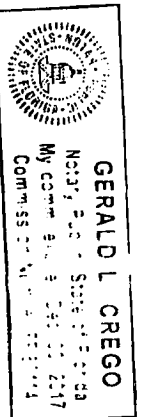
- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Bibi Sookhoo</u> Signature <u>Bibi Sookhoo</u> Print Name <u>3/18/14</u> (Date) _____ (Lot #) Address: <u>311 Terranova Blvd</u>	STATE OF <u>FLORIDA</u> <u>New York</u> COUNTY OF <u>Richmond</u> The foregoing instrument was acknowledged before me this <u>18th</u> day of <u>MARCH</u> , 201 <u>4</u> , by <u>Bibi Sookhoo</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Kathleen Lyons</u> Signature of Notary Public - State of <u>Florida - New York</u> <u>Kathleen Lyons</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Hue Thi LA</u> Signature <u>Hue Thi LA</u> Print Name <u>3/24/14</u> (Date) _____ (Lot #) Address: <u>272 Terranova Blvd</u>	STATE OF <u>FLORIDA</u> COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>24th</u> day of <u>MAR</u> , 201 <u>4</u> , by <u>Hue Thi LA</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>206638 (7670-0)</u> as identification. <u>Sherah L. Cragg</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: _____ Signature _____ Print Name _____ (Date) _____ (Lot #) Address: _____	STATE OF <u>FLORIDA</u> COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, 201 <u>3</u> , by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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KATHLEEN LYONS
 Notary Public, State of New York
 No. 01LY6068834
 Qualified in Richmond County
 Commission Expires 01/07/2018

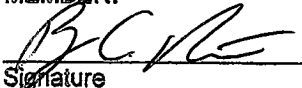



IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


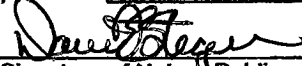
I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

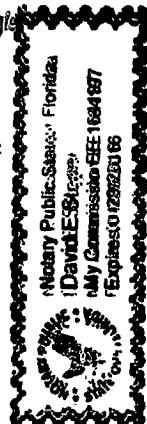
(New language indicated by bold underline; Deletions Indicated by ~~strike through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duty recording an instrument executed and acknowledged by the affirmative vote of~~ not less than a majority ~~three-quarters (3/4)~~ of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>Benjamin A. Branten</u> Print Name <u>3/21/14</u> (Date) _____ (Lot #) Address: <u>232 Terranova Blvd W.H.F.</u>	STATE OF FLORIDA <u>Georgia</u> COUNTY OF <u>Muscookee</u> The foregoing instrument was acknowledged before me this <u>21</u> day of <u>March</u> 201 <u>4</u> , by <u>Benjamin Branten</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida <u>Michelle S Breeding</u> Print, Type, or Stamp Name of Notary Public
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SEAL

MEMBER:  Signature <u>Catherine M. Seifer</u> Print Name <u>3/30/14</u> (Date) _____ (Lot #) Address: <u>237 Terranova Blvd.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>30</u> day of <u>MARCH</u> , 2013, by <u>Catherine Seifer</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida <u>DAVID E. STEGER</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: _____ Signature _____ Print Name _____ (Date) _____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
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①

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by **bold underline**; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by **duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Keliana Townes</u> Signature <u>Keliana Townes</u> Print Name <u>4/11/2014</u> (Date) <u>4</u> (Lot #) <u>485 Terranova Street</u> Address: <u>Winter Haven, FL 33889</u>	STATE OF FLORIDA <u>New Jersey</u> COUNTY OF <u>Camden</u> The foregoing instrument was acknowledged before me this <u>11th</u> day of <u>April</u> , 2013, by <u>Keliana Townes</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>Florida Drivers License</u> as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida <u>NJ</u> <u>Joseph Alam</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: _____ Signature _____ Print Name ____ (Date) ____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this ____ day of ____, 2013, by ____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
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MEMBER: _____ Signature _____ Print Name ____ (Date) ____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this ____ day of ____, 2013, by ____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
---	--

1

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Theresa Bridie</u> Signature <u>Theresa Bridie</u> Print Name <u>4/8/14</u> (Date) _____ (Lot #) Address: <u>271 Terranova Blvd</u> <u>WINTER HAVEN FL</u>	STATE OF FLORIDA COUNTY OF <u>Volusia</u> The foregoing instrument was acknowledged before me this <u>8th</u> day of <u>April</u> , 20 <u>14</u> , by <u>Theresa Bridie</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DRIVERS LICENSE</u> as identification. <u>Beth Koons</u> Signature of Notary Public - State of Florida <u>Beth Koons</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: _____ Signature _____ Print Name _____ (Date) _____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
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MEMBER: _____ Signature _____ Print Name _____ (Date) _____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida _____ Print, Type, or Stamp Name of Notary Public
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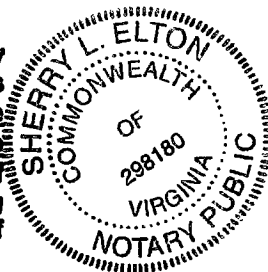
2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.



MEMBER:
Robert P. Krause
Signature
Robert Krause
Print Name
2/10/14 (Date) _____ (Lot #)
Address: 452 Terranova St.

STATE OF FLORIDA Virginia
COUNTY OF VA BEACH
The foregoing instrument was acknowledged before me this 11 day of FEB, 2013, by Robert P. Krause who ☒ is personally known to me or ☐ has produced _____ as identification.
Sherry L. Elton
Signature of Notary Public - State of Florida VA
Sherry L. Elton
Print, Type, or Stamp Name of Notary Public

MEMBER:
Debra Krause
Signature
Debra Krause
Print Name
2/10/14 (Date) _____ (Lot #)
Address: 452 Terranova St.

STATE OF FLORIDA Virginia
COUNTY OF VA BEACH
The foregoing instrument was acknowledged before me this 11 day of FEB, 2013, by Debra Krause who ☒ is personally known to me or ☐ has produced _____ as identification.
Sherry L. Elton
Signature of Notary Public - State of Florida VA
Sherry L. Elton
Print, Type, or Stamp Name of Notary Public

MEMBER:
Beverly June Baxter
Signature
Beverly June Baxter
Print Name
2/12/14 (Date) _____ (Lot #)
Address: 481 Terranova St.

STATE OF FLORIDA Polk
COUNTY OF Polk
The foregoing instrument was acknowledged before me this 12 day of Feb, 2014, by _____ who ☒ is personally known to me or ☐ has produced _____ as identification.
Gerald L. Crego
Signature of Notary Public - State of Florida

Print, Type, or Stamp Name of Notary Public

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114



EVARGAS @ AEGISCMS.COM

888-948-2845 FAX

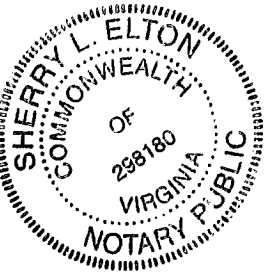
EDDIE VARGAS 863-256-5052 EXT 223

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike-through~~)

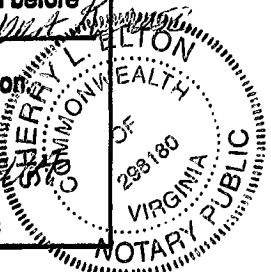
- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.



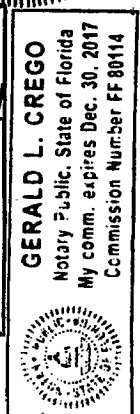
Joint owners
Dep/Condo Copied Original Signatures on another form

MEMBER: Signature Robert Knaus Print Name 2/10/14 (Date) _____ (Lot #) Address: 450 Terranova St.	STATE OF FLORIDA <u>Virginia</u> COUNTY OF <u>VA Beach</u> The foregoing instrument was acknowledged before me this <u>11</u> day of <u>FEB</u> , 2013, by <u>Robert P. Knaus</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. Signature of Notary Public - State of Florida <u>VA</u> Print, Type, or Stamp Name of Notary Public
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MEMBER: Signature Robert Knaus Print Name 2/10/14 (Date) _____ (Lot #) Address: 450 Terranova St.	STATE OF FLORIDA <u>Virginia</u> COUNTY OF <u>VA Beach</u> The foregoing instrument was acknowledged before me this <u>11</u> day of <u>FEB</u> , 2013, by <u>Robert P. Knaus</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: Signature Venita Daniel Print Name 3/6/14 (Date) <u>233</u> (Lot #) Address: <u>429 Terranova Street</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>30</u> day of <u>APR</u> , 2016, by <u>Venita Daniel</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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EVARGAS @ ABEUSCMS.COM

888-948-2845 FAX

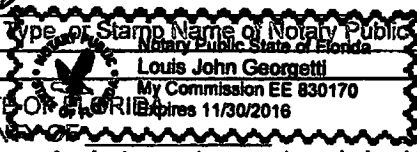
EMILY VARGAS 863-256-5052 EXT 223

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

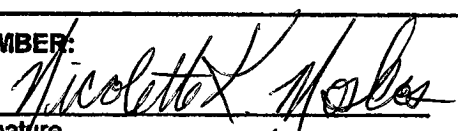
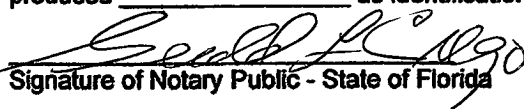
MEMBER: <u>Denise Davis</u> Signature <u>Denise Davis</u> Print Name <u>7-17-2014</u> (Date) _____ (Lot #) Address: <u>234 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>17</u> day of <u>July</u> , 2014, by _____ who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public 
MEMBER: _____ Signature _____ Print Name _____ (Date) _____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
MEMBER: _____ Signature _____ Print Name _____ (Date) _____ (Lot #) Address: _____	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this _____ day of _____, 2013, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public

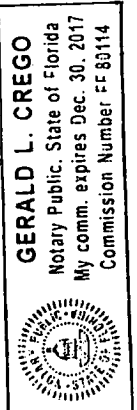
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

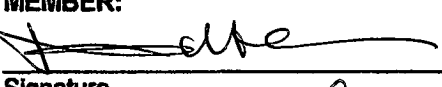

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

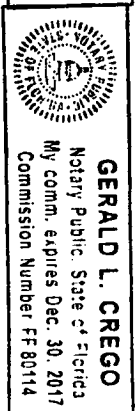
(New language indicated by bold underline; Deletions indicated by strike-through)

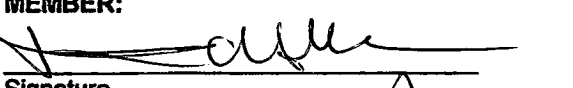

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

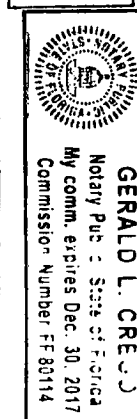
MEMBER:  Signature Nicolette R. Maskos Print Name 4/17/14 (Date) _____ (Lot #) Address: 261 Terranova Blvd.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>17th</u> day of <u>Apr</u> , 2014, by <u>Nicolette Maskos</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature Farid Atallah Print Name 4/17/2014 (Date) _____ (Lot #) Address: 410 Terranova St	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>17th</u> day of <u>April</u> , 2014, by <u>Farid Atallah</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature Farid Atallah Print Name 4/17/2014 (Date) _____ (Lot #) Address: 465 Terranova St	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>17th</u> day of <u>April</u> , 2013, by <u>Farid Atallah</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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3



IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

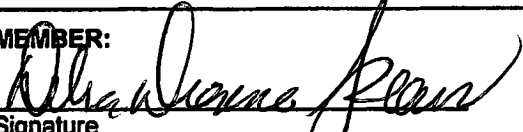
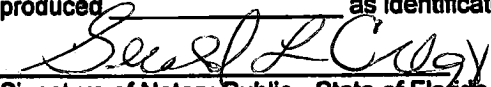
I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>Tyler Bowen</u> Print Name <u>3-17-14</u> (Date) _____ (Lot #) Address: <u>458 Terranova St</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>17th</u> day of <u>MAR</u> , 2014, by <u>Tyler Bowen</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>Miguel Santiago</u> Print Name <u>3/18/14</u> (Date) _____ (Lot #) Address: <u>450 Terranova St</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>18</u> day of <u>MAR</u> , 2014, by <u>Miguel Santiago</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>Debra Dranne Spears</u> Print Name <u>3/19/14</u> (Date) _____ (Lot #) Address: <u>464 Terranova Street</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>19th</u> day of <u>MAR</u> , 2014, by <u>Debra Dranne Spears</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF 80114

2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

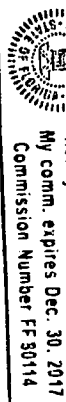
- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Husband is over 18
Not Owner of Record

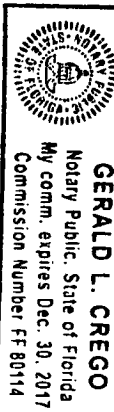
MEMBER: <u>Valie</u> Signature <u>Letitia Venn</u> Print Name <u>2/5/14</u> (Date) _____ (Lot #) Address: <u>918 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>5th</u> day of <u>Feb</u> , 2014, by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Lourdes M. Mendoza</u> Signature <u>Lourdes M. Mendoza</u> Print Name <u>2-7-2014</u> (Date) _____ (Lot #) Address: <u>332 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>7th</u> day of <u>Feb</u> , 2014, by <u>Lourdes M. Mendoza</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Allan Jung</u> Signature <u>Allan Jung</u> Print Name <u>2/8/14</u> (Date) _____ (Lot #) Address: <u>416 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>8th</u> day of <u>Feb</u> , 2014, by <u>Allan Jung</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced <u>LS Doe 14255</u> as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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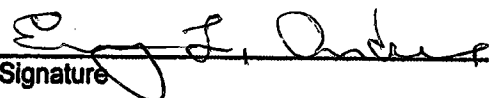

3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.



I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)



- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>E. Andrew</u> Print Name <u>2-8-2014</u> (Date) _____ (Lot #) Address: <u>231 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF Polk The foregoing instrument was acknowledged before me this <u>08</u> day of <u>Feb</u> , 2014, by <u>E. Andrew</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114

MEMBER:  Signature <u>RAQUEL HERNANDEZ</u> Print Name <u>2-10-14</u> (Date) _____ (Lot #) Address: <u>477 Terranova St</u>	STATE OF FLORIDA COUNTY OF Polk The foregoing instrument was acknowledged before me this <u>08</u> day of <u>Feb</u> , 2014, by <u>Raquel Hernandez</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114

MEMBER:  Signature <u>Judy Shoemaker</u> Print Name <u>2-11-14</u> (Date) _____ (Lot #) Address: <u>419 Terranova St.</u>	STATE OF FLORIDA COUNTY OF Polk The foregoing instrument was acknowledged before me this <u>11</u> day of <u>Feb</u> , 2014, by <u>Judy Shoemaker</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114

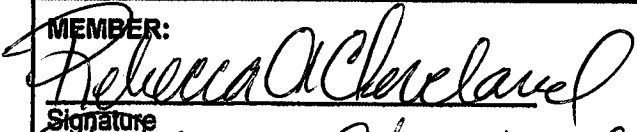


3

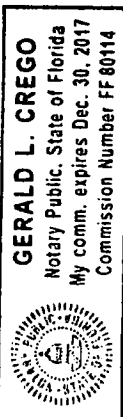
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


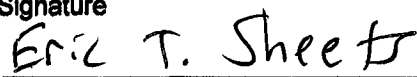

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by **bold underline**; Deletions indicated by strike-through)



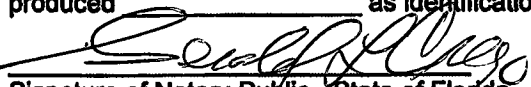
- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by~~ **the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

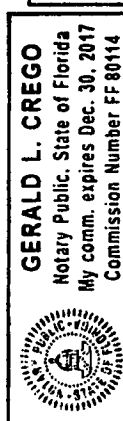
MEMBER:  Signature  Print Name 2/11/14 (Date) _____ (Lot #) Address: 265 Terranova Blvd.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>11th</u> day of <u>Feb</u> , 2014, by _____ who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>DL C 914 721 738 702</u> identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature  Print Name 2-11-14 (Date) _____ (Lot #) Address: 436 Terranova St.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>11th</u> day of <u>Feb</u> , 2014, by <u>Eric Sheets</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature  Print Name 2/13/14 (Date) 2/13/14 (Lot #) 342 Address: 349 Terranova Blvd Wt Fl 3804	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>13th</u> day of <u>Feb</u> , 2014, by <u>John Hazekus</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Neil McCutchan</u> Signature <u>Neil McCutchan</u> Print Name <u>8 Jan 14</u> (Date) _____ (Lot #) Address: <u>411 Terranova St Wk 33584</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>8</u> day of <u>Jan</u> , 2015, by _____ who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Linda Baxter Barrentine</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public 
MEMBER: <u>GARTH HUTTON</u> Signature <u>GARTH HUTTON</u> Print Name <u>1/15/14</u> (Date) <u>313T</u> (Lot #) Address: <u>313 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>1</u> day of <u>15</u> , 2015, by _____ who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced _____ as identification. <u>DAVID E. STAGER</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public 
MEMBER: <u>DAVID E. STAGER</u> Signature <u>DAVID E. STAGER</u> Print Name <u>1-15-14</u> (Date) _____ (Lot #) Address: <u>343 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>15</u> day of <u>JAN</u> , 2015, by <u>CREGO</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>DAVID E. STAGER</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public 

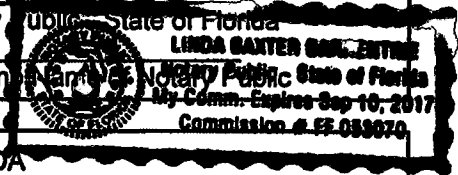
37

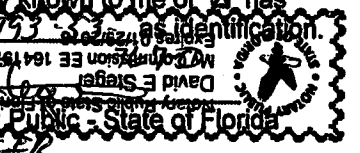
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

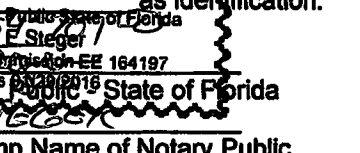
I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Rena Imbert</u> Signature <u>RENA IMBERT</u> Print Name <u>1/8/14</u> (Date) _____ (Lot #) Address: <u>285 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>8</u> day of <u>Jan</u> , 2013, by _____ who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>FL Dr. License</u> as identification. <u>Linda Baxter Brummett</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public 
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MEMBER: <u>Susan Alfano</u> Signature <u>Susan Alfano</u> Print Name <u>1/15/14</u> (Date) _____ (Lot #) Address: <u>418 Terranova Street</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>15</u> day of <u>Jan</u> , 2013, by <u>FDL</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>A 45-793-20224</u> as identification. <u>David E Steger</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public 
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MEMBER: <u>Gloria J Cancilla</u> Signature <u>Gloria J. Cancilla</u> Print Name <u>1-15-14</u> (Date) _____ (Lot #) Address: <u>278 Terranova Blvd</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>15</u> day of <u>Jan</u> , 2013, by _____ who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>FDL</u> as identification. <u>David E Steger</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public 
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IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by ~~strike through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>TERRI DICKSE</u> Signature <u>TERRI DICKSE</u> Print Name <u>11-18-B</u> (Date) <u>100</u> (Lot #) Address: <u>214 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>12</u> day of <u>NOV</u> , 2013, by <u>TERRI DICKSE</u> who <input type="checkbox"/> is personally known to me or <input checked="" type="checkbox"/> has produced <u>USA PASSPORT</u> as identification. <u>Beatriz E. Miller</u> Signature of Notary Public, State of Florida <u>Beatriz E. Miller</u> Print, Type, or Stamp Name of Notary Public Notary Public State of Florida Commission Expires 07/25/2016 Commission No. EE 219555
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MEMBER: <u>LINCOLN G. HENRY</u> Signature <u>LINCOLN G. HENRY</u> Print Name <u>1/21/2014</u> (Date) _____ (Lot #) Address: <u>299 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>21</u> day of <u>JAN</u> , 2014, by <u>LINCOLN G. HENRY</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>GERALD L. CREGO</u> Signature of Notary Public, State of Florida <u>GERALD L. CREGO</u> Print, Type, or Stamp Name of Notary Public Notary Public, State of Florida Commission Expires 07/25/2017 Commission Number EE 219555
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MEMBER: <u>ANDREW BEHARRY</u> Signature <u>ANDREW BEHARRY</u> Print Name <u>1/21/2014</u> (Date) _____ (Lot #) Address: <u>210 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>21</u> day of <u>JAN</u> , 2014, by <u>ANDREW BEHARRY</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>GERALD L. CREGO</u> Signature of Notary Public, State of Florida <u>GERALD L. CREGO</u> Print, Type, or Stamp Name of Notary Public Notary Public, State of Florida Commission Expires 07/25/2017 Commission Number EE 219555
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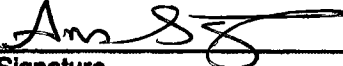

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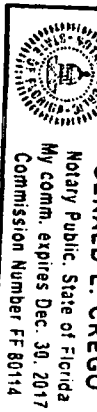
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

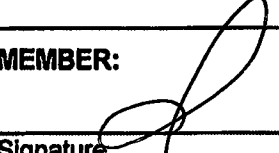

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by **bold underline**; Deletions indicated by strike-through)



- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of~~ **not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature Amos Santiago Print Name 2/16/14 (Date) _____ (Lot #) Address: 451 Terranova St.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>16th</u> day of <u>Feb</u> , 2014, by <u>Amos Santiago</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature ALLAN ALBERTON Print Name 2/17/14 (Date) _____ (Lot #) Address: 344 TERRANOVA BLVD.	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>17</u> day of <u>FEB</u> , 2014, by <u>Allan Alberton</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature ROGELIO VASCONCELLOS Print Name FEB 17 '14 (Date) _____ (Lot #) Address: 351 TERRANOVA BLVD	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>17th</u> day of <u>Feb</u> , 2014, by <u>Rogelio Vasconcellos</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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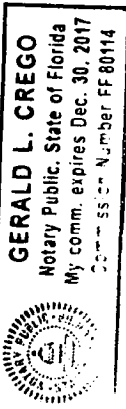
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

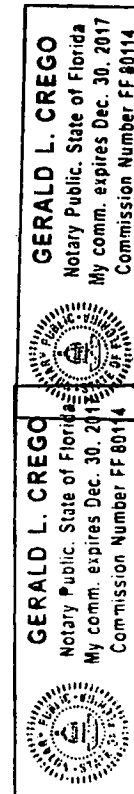
(New language indicated by **bold underline**; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of~~ **not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

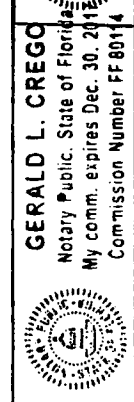
MEMBER: <u>Walter Davis</u> Signature <u>Walter Davis</u> Print Name <u>2/15/14</u> (Date) _____ (Lot #) Address: <u>487 Terranova St</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>15th</u> day of <u>Feb</u> , 2014, by <u>Walter Davis</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Jimmy L. Smith</u> Signature <u>JIMMY L. SMITH</u> Print Name <u>2-15-14</u> (Date) _____ (Lot #) Address: <u>346 TERRANOVA BLVD.</u>	STATE OF FLORIDA COUNTY OF _____ The foregoing instrument was acknowledged before me this <u>15</u> day of <u>Feb</u> , 2014, by <u>Jimmy Smith</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Roger Ojeda</u> Signature <u>ROGER OJEDA</u> Print Name <u>2-16-14</u> (Date) _____ (Lot #) Address: <u>494 Terranova St</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>16th</u> day of <u>Feb</u> , 2014, by <u>Roger Ojeda</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.


I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

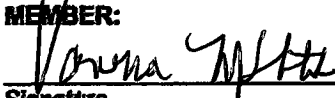

(New language indicated by **bold underline**; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by **duy recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.** Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.


MEMBER:  Signature <u>CHRISTOPHER R. ARNESEN</u> Print Name 2/11 (Date) (Lot #) Address: <u>342 TERRANOVA BLVD</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>13</u> day of <u>FEB</u> , 2017, by <u>Christopher Arnesen</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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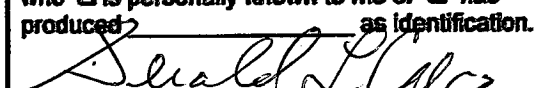
GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF80114




MEMBER:  Signature <u>Vanessa M. Lopez</u> Print Name 2/18/17 (Date) (Lot #) Address: <u>475 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>18</u> day of <u>FEB</u> , 2017, by <u>Vanessa M. Lopez</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
--	--

GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF80114



MEMBER:  Signature <u>OVIDIO COTEL</u> Print Name 2/15/17 (Date) (Lot #) Address: <u>406 TERRANOVA ST.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>15</u> day of <u>FEB</u> , 2017, by <u>Ovidio Cotel</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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GERALD L. CREGO
Notary Public, State of Florida
My comm. expires Dec. 30, 2017
Commission Number FF80114





2

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

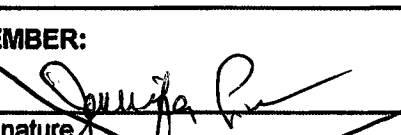
(New language indicated by bold underline; Deletions indicated by strike-through)

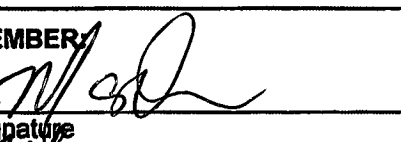

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER:  Signature <u>John C. Kok</u> Print Name <u>2-18-14</u> (Date) _____ (Lot #) Address: <u>420 TERRANOVA ST.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>18</u> day of <u>Feb</u> , 201 <u>8</u> , by <u>John C. Kok</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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void not member

MEMBER:  Signature <u>Jennifer Peterson</u> Print Name <u>2-18-14</u> (Date) _____ (Lot #) Address: <u>432 terranova st</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>18</u> day of <u>Feb</u> , 201 <u>8</u> , by _____ who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. _____ Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER:  Signature <u>MARCIA CLARKE</u> Print Name <u>2-18-14</u> (Date) _____ (Lot #) Address: <u>435 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>18</u> day of <u>Feb</u> , 201 <u>8</u> , by <u>Marcia Clarke</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.  Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

<p>MEMBER:</p> <p><u>[Signature]</u> Signature</p> <p><u>Willard BARRETT</u> Print Name</p> <p><u>2-18-14</u> (Date) _____ (Lot #)</p> <p>Address: <u>442 Terranova St.</u></p>	<p>STATE OF FLORIDA COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>18</u> day of <u>Feb</u>, 20<u>14</u>, by <u>Willard Barrett</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u> Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p> GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>[Signature]</u> Signature</p> <p><u>Cara Roland-Tilford</u> Print Name</p> <p><u>2/18/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>301 Terranova Blvd.</u></p>	<p>STATE OF FLORIDA COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>18</u> day of <u>Feb</u>, 20<u>14</u>, by <u>Cara Roland-Tilford</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u> Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p> GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114</p>
<p>MEMBER:</p> <p><u>[Signature]</u> Signature</p> <p><u>ALAIN N TRAN</u> Print Name</p> <p><u>2/18/14</u> (Date) _____ (Lot #)</p> <p>Address: <u>247 Terranova Blvd</u></p>	<p>STATE OF FLORIDA COUNTY OF <u>Polk</u></p> <p>The foregoing instrument was acknowledged before me this <u>18</u> day of <u>Feb</u>, 20<u>14</u>, by <u>Alain Tran</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification.</p> <p><u>[Signature]</u> Signature of Notary Public - State of Florida</p> <p>Print, Type, or Stamp Name of Notary Public</p>	<p> GERALD L. CREGO Notary Public, State of Florida My comm. expires Dec. 30, 2017 Commission Number FF 80114</p>

3

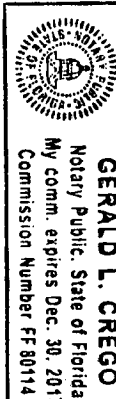
IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

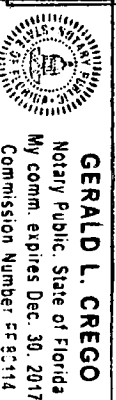
(New language indicated by bold underline; Deletions indicated by strike-through)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by duty recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established. Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

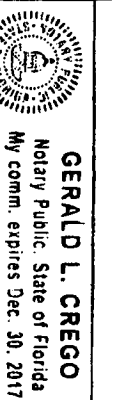
MEMBER: <u>Pierre Souhet</u> Signature <u>Pierre Souhet</u> Print Name <u>2-18-2014</u> (Date) _____ (Lot #) Address: <u>405 Terranova</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>18th</u> day of <u>Feb</u> , 2014, by <u>Pierre Souhet</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Farah Dugazon</u> Signature <u>FARAH DUGAZON</u> Print Name <u>2-18-14</u> (Date) _____ (Lot #) Address: <u>413 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>18th</u> day of <u>Feb</u> , 2014, by <u>Farah Dugazon</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>Groffrey D. Lowrey</u> Signature <u>Groffrey D. Lowrey</u> Print Name <u>2/18/14</u> (Date) _____ (Lot #) Address: <u>415 Terranova St.</u>	STATE OF FLORIDA COUNTY OF <u>Polk</u> The foregoing instrument was acknowledged before me this <u>18th</u> day of <u>Feb</u> , 2014, by <u>Groffrey Lowrey</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>Gerald L. Crego</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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3

IN WITNESS WHEREOF, the following Members of the TERRANOVA HOMEOWNER'S ASSOCIATION OF POLK COUNTY, INC. have caused these presents to be executed as of the day and year written below. This instrument may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

I, THE UNDERSIGNED ASSOCIATION MEMBER, AGREE WITH AND APPROVE THE FOLLOWING AMENDMENT TO ARTICLE IX, SECTION 3(a) OF THE DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF TERRANOVA PHASES II, III & IV:

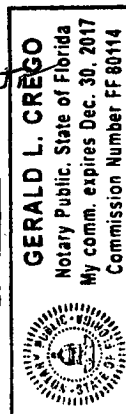
(New language indicated by **bold underline**; Deletions indicated by ~~strike-through~~)

- (a) The covenants, conditions, and restrictions of this declaration may be amended by ~~duly recording an instrument executed and acknowledged by the affirmative vote of not less than a majority three-quarters (3/4) of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established.~~ Any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

MEMBER: <u>Nancy Southern</u> Signature <u>Nancy Southern</u> Print Name <u>11/19/13</u> (Date) <u>246</u> (Lot #) Address: <u>245 TB</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>19</u> day of <u>November</u> , 2013, by <u>Nancy Southern</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida My Commission EE 830170 Expires 11/30/2018 Print, Type, or Stamp Name of Notary Public
--	--

MEMBER: <u>Donald Southern</u> Signature <u>D Southern</u> Print Name <u>11/19/13</u> (Date) <u>246</u> (Lot #) Address: <u>245 T.B.</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>19</u> day of <u>November</u> , 2013, by <u>Donald Southern</u> who <input checked="" type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Louis John Georgetti My Commission EE 830170 Expires 11/30/2018 Print, Type, or Stamp Name of Notary Public
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MEMBER: <u>[Signature]</u> Signature <u>Diana W Gibson Jr</u> Print Name <u>2/13/14</u> (Date) _____ (Lot #) Address: <u>457 TERRANOVA ST</u>	STATE OF FLORIDA COUNTY OF <u>POLK</u> The foregoing instrument was acknowledged before me this <u>13</u> day of <u>Feb</u> , 2014, by <u>Diana Gibson Jr</u> who <input type="checkbox"/> is personally known to me or <input type="checkbox"/> has produced _____ as identification. <u>[Signature]</u> Signature of Notary Public - State of Florida Print, Type, or Stamp Name of Notary Public
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INSTR # 2014119187
BK 9290 Pgs 1154-1174 PG(s)21
RECORDED 07/11/2014 09:37:17 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$180.00
RECORDED BY theralva

This instrument prepared by and)
should be returned to:)

pe Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)

**CERTIFICATE OF FOURTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
TERRANOVA
PHASES II, III, & IV**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III and IV was originally recorded at Official Records Book 5125, Page 1964 of the Public Records of Polk County, Florida ("Original Declaration"); and

WHEREAS, the Original Declaration was amended pursuant to the First Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 5785, Page 889, the Second Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 6158, Page 920, and the Certificate of Amendment to Declaration of Covenants, Conditions, Easements and Restriction of Terranova Phases II, III, & IV recorded at Official Records Book 9247, Page 190 all of the Public Records of Polk County, Florida; and

WHEREAS, the Original Declaration and its amendments shall be collectively referred to as the "Declaration"; and

WHEREAS, Article IX, Section 3(a) of the Declaration, as amended, provides that the same may be amended by the affirmative vote of not less than a majority of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established; and

WHEREAS, the Association obtained a quorum and the required number of votes at a meeting on June 5, 2014, to amend the following provisions in the Declaration: Article 1, Section 11; Article II; Article III, Sections 1, 5 and 6; Article V, Sections 1, 2, 4, 6, 9, 10, 12, 13, 14, 15, 18, 19, 22, 23(g) and 25; Article VII; Article VIII; and Article IX, Section 1.

Page 1 of 2

NOW THEREFORE, Article 1, Section 11; Article II; Article III, Sections 1, 5 and 6; Article V, Sections 1, 2, 4, 6, 9, 10, 12, 13, 14, 15, 18, 19, 22, 23(g) and 25; Article VII; Article VIII; and Article IX, Section 1 of the Declaration are hereby amended as set forth on Exhibit "A", which is attached hereto and incorporated herein by reference

Executed at Winter Haven (city), Polk County, Florida, on this the 16 day of JUNE, 2014.

Signed and deliver
in the presence of:

Nancy A. Crego
Printed Name: NANCY A. CREGO

Judy Hayden
Printed Name: JUDY HAYDEN

**TERRANOVA HOMEOWNERS
ASSOCIATION OF POLK COUNTY, INC.**

By: Gerald L. Crego
Printed Name: Gerald L. Crego
Title: President

Address: 201 Terranova Blvd
Winter Haven, FL 33884

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16 day of June, 2014, by GERALD L. CREGO, as President of **TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 16 day of June, 2014.

Sharon M. James
Notary Public - State of Florida
Print Name: Sharon M. James

Commission No.: EE 199130
My Commission Expires: May 16, 2016

ACTIVE: T23002/355301:5843818_1_BPATRIE

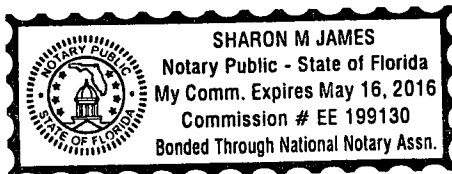


EXHIBIT "A"

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS
OF
TERRANOVA
PHASES II, III & IV**

1. Article I, Section 11 is hereby added as follows:

Section 11. "Residence" shall mean and refer to any building or portion of a building situated on a Lot designed and intended to be used and occupied as a single family residence.

2. Article II is hereby amended as follows:

ARTICLE II. Membership in Association

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold membership merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

3. Article III, Section 1, second paragraph, and Sections 5 and 6 are hereby amended as follows:

ARTICLE III. Assessments

Section 1. Lien and Personal Obligation of Assessments.

...

Until the Declarant relinquishes control, the Member shall not be responsible for the payment of any portion of the assessments; rather, one hundred (100%) of all assessments shall be proportionately allocated among the other Owners with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Terranova minus any Lots owned by the Declarant. At such time as the Declarant relinquishes control, assessments shall be proportionately allocated among Members other than Declarant with the portion assessed against any particular Lot determined by dividing 1 (one) by the total number of Lots in all completed phases of Terranova minus any Lots owned by the Declarant; **provided, however, the Association can assess for different levels of service and different expenses to be paid by each Phase in Terranova as part of the annual assessments. The different level of expenses, which shall be part of the annual assessments, shall include, but not be limited to, expenses for street lighting. The Owners of Lots within Phases III and IV shall be assessed at a higher rate to pay for the**

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~. Page 1 of 18

expense of the street lighting in Phases III and IV. This expense is currently billed to the Association by Tampa Electric Company ("TECO"). The street lighting in Phase II is paid for through ad valorem taxes by the Owners who own the Lots in Phase II. Therefore, the Owners of Lots in Phase II shall not be assessed for the cost of street lighting incurred by the Association for Phases III and IV. Should the cost of the street lighting in Phase II no longer be taxed to the Owners of the Lots in Phase II, but instead is billed to the Association by TECO, its successors or assigns, then the cost of such street lighting shall be billed to the Owners of the Lots in Phase II by the Association through annual assessments. Declarant shall not be under any obligation to pay any assessments after it relinquishes control. ~~Article III, Section 1 may not be amended without the express consent of joinder of Declarant.~~

...

Section 5. Commencement and Collection of Annual Assessments

The annual assessments provided for herein shall commence as to a Lot immediately following the conveyance of said Lot by Declarant to an Owner. The first annual assessment shall be prorated and due at the time of closing and shall, thereafter, be due and payable as determined by the Board of Directors. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof and shall, from time to time, by rule, resolution, or regulation, fix the date and frequency (annually, quarterly, monthly, etc.) such amounts shall become due. Interest and late fees shall be as provided in the Association's Amended and Restated Bylaws of Terranova Homeowners Association of Polk County, Inc., ("Amended and Restated Bylaws"). The Board of Directors shall also have the right to fix the amount, due date and frequency of payment for any other assessments levied. Notice of the annual assessment shall be sent to every Owner subject thereto. The Association shall on demand and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and may, in its sole discretion, on or before February 15th of each year, cause to be recorded in the public records of Polk County, Florida, a list of delinquent assessments as of that date.

Section 5.1 Creation of the Lien and Personal Obligation.

Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs (which includes all costs of collection, including administrative fees) and reasonable attorneys' (and paralegals') fees (at all levels of proceedings, collection and bankruptcy), shall be a charge and continuing lien in favor of the Association encumbering the Lot, and all personal property located thereon owned by the Owner against whom each such assessment is made. The lien shall relate back to the date of filing the original Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III & IV, and shall bind the Lot and improvements of the then Owner, its heirs, successors, personal representatives and assigns. The Claim of Lien shall also cover any additional amounts which accrue after the Claim of Lien is recorded in the Public Records. Each assessment, charge, fee, together with interest, late fees, costs and reasonable attorneys' fees, etc. shall be the personal obligation of the person who was the Owner of the Lot at the time when the assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~. Page 2 of 18

Section 5.2 Acceleration. In the event of a default in the payment of any assessment, the Association may accelerate the assessments then due for up to the next ensuing twelve (12) month period.

Section 6. Subordination of Assessment Lien to Mortgages

The assessment lien provided for herein shall be subordinate to the lien of any institutional first mortgage; **provided, however, the liability of an institutional first mortgagee to the Association shall be as provided in Section 720.3085(2)(c), Florida Statutes, as amended from time to time.** A sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

4. Article V, Sections 1, 2, 4, 6, 9, 10, 12, 13, 14, 15, 18, 19, 22 and 23(g) are hereby amended and Section 25 is added to this Article V, all as follows:

ARTICLE V. Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each Lot shall be used exclusively for residential purposes. Residential purposes shall include an Owner's right to lease their Residence, subject to the following conditions and provisions:

1.1 There shall be no sub-leasing. In addition, a Lot may be leased only in its entirety, and no fraction or portion of a Lot or individual room may be leased. No bed and breakfast facility may be operated on a Lot.

1.2 All Lease Agreements shall be in writing and must be approved by the Association. All persons eighteen (18) years of age and older residing in the Residence must be on the Lease Agreement. A copy of the executed Lease Agreement shall be provided to Association; however, the executed Lease Agreement must provide, and if it does not, shall be deemed to provide, that the Lease Agreement is subject to the approval of the Association.

1.3 The executed Lease Agreement, together with an application signed by both the Owner and tenant in a form approved by Association, the application fee and the security deposit shall be submitted to Association at least twenty (20) days prior to commencement of the lease term for approval or disapproval of the tenant(s). Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section 1, the Association must either approve or disapprove the proposed Lease Agreement. If the Association fails or refuses within the allotted time to either approve or disapprove the proposed Lease Agreement, then the Lease Agreement shall be deemed approved; provided, however, in no event shall the Lease Agreement be deemed approved if subsection 1.3(a) below is applicable. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any Lease Agreement any one or more of the following:

a). The Owner is delinquent in the payment of assessments, judgments, fines, court costs and attorneys' fees, if any, incurred by the Association, or if any other monies are due and owing to the Association for the Lot at the time the

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~. Page 3 of 18

application is considered, including but not limited to the application fee and the security deposit required herein;

b). The application on its face indicates that the prospective tenants and/or occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III & IV, the Association's Articles of Incorporation, Bylaws and Rules and Regulations (hereinafter referred to as the "Governing Documents");

c). The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;

d). The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to peaceful enjoyment of their Lots;

e). The prospective tenant evidences a strong probability of financial inability to pay the rent and other financial obligations under the Lease Agreement;

f). The tenant or occupant, during previous occupancy in the community, has failed to comply with the Governing Documents;

g). The prospective tenant gives false or incomplete information to the Association as part of the application procedure; and

h). Any other reason permitted by Florida and Federal law.

1.4 The Owner shall pay the lease application fee prescribed by Association. The lease application fee shall be seventy-five and 00/100 dollars (\$75.00) and may be increased from time to time by the Board of Directors without amending this provision in the Declaration.

1.5 No Lease Agreement may be for a term of less than one (1) year, or longer than one (1) year. All renewals must be approved by the Association prior to the expiration of the Lease Agreement.

1.6 All Lease Agreements must provide, and if they do not, shall be deemed to provide the following:

a). The tenant(s) agrees to abide by all of the provisions of the Governing Documents, including the requirements set forth in this Section 1. A violation of the Governing Documents is a material breach of the Lease Agreement, and the Association may pursue a claim for damages, termination, eviction and/or injunctive relief;

b). The Owner covenants to enforce the terms of the Lease Agreement and the terms of the Governing Document with respect to use and occupancy by the tenant(s) and occupant(s) of the Lot and agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant, should the tenant or occupant refuse or fail to abide by and adhere to the Governing Documents. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the

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Association shall have the right, but not the obligation, to proceed directly against the tenant for injunctive relief, termination, eviction and/or damages, and the costs of the same shall be the responsibility of Owner;

c). All Lease Agreements shall require the Lot to be used solely as a private single family residence;

d). Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant(s) and any other occupant(s) of the Governing Documents; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association; and

e). Should the Association seek to enforce the provisions of the Lease Agreement, and/or the Governing Documents, including the requirements set forth in this Section 1, through injunctive relief, a claim for damages, eviction and/or termination, then the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred in such enforcement, whether a lawsuit be filed or not (including without limitation, attorneys' fees and costs upon appeal, and in bankruptcy). If such costs and fees are not immediately paid by the tenant(s), the Owner of the Lot shall pay them and such funds shall bear interest at the highest rate permitted by law. The obligation of the tenant(s) and Owner to pay or reimburse the Association such funds will, if not immediately paid, give rise to a cause of action against the tenant(s) and/or Owner pursuant to this Declaration.

1.7 Any Lease Agreement not approved pursuant to the provisions of this Section 1 shall be void unless subsequently approved by the Association.

1.8 Maximum Number of Occupants per Residence. Each Residence shall be occupied only by an Owner or tenant, members of his or her family, overnight guests and professional caregivers of a Residence and for no other purpose. The maximum number of occupants in any Residence, including overnight guests and professional caregivers, shall be as follows:

a). In the event the Residence contains two (2) bedrooms, no more than four (4) persons shall be permitted;

b). In the event the Residence contains three (3) bedrooms, no more than six (6) persons shall be permitted; and

c). In the event the Residence contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

1.9 Right to Use Common Area. During such time as a Lot is leased, the Owner of such Lot shall not enjoy the use privileges of the Common Areas within the Subdivision.

1.10 Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit, if one is required by the Association, in the amount determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Lot and/or damage caused to the Common Area by the tenant, members of the tenant's family, or the tenant's guests and/or invitees. The Association

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shall be entitled to apply the deposit to any tenants' obligations in connection with the Lot, the Common Area, or as otherwise described in this Declaration. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice that such termination has occurred. Notwithstanding anything to the contrary herein, the leasing of a Lot to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

1.11 The Association shall have the power to adopt and amend Rules and Regulations governing the details and methodology of the leasing procedures, as the same may be deemed necessary from time to time.

Section 2. No business of any kind shall be conducted on any Lot with the exception of a home office may be used in support of such activities provided that no work or service is conducted that can be seen or heard outside of the Lot, and all business and commercial activity prohibited by County ordinances is conducted off-site. Further, no retail operations, business or other commercial activity that would increase traffic and/or parking within any part of the Subdivision shall be permitted. The Association has the right to promulgate additional Rules and Regulations restricting "home offices"..

...

Section 4.

a) No advertising or sign of any kind (including, but not limited to, commercial, political, and similar signs) shall be displayed in public view on a Lot home-site or the Common Area, without the prior written consent of the Board of Directors of the Association, except:

1. Home security and neighborhood watch signs, as well as child and pet safety signs;

2. Such signs as required by law;

3. Customary name and address signs; and

4. Lawn signs of not more than five (5) square feet advertising a property for sale, or rent

b) No signs of any kind will be permitted in the window or door areas of any Lot.

c) The Architectural Guidelines shall provide standards for the approval of advertising and signs, which may include requirements concerning the type of materials, colors, sizes, quantities and location of any advertising or sign.

d) Signs used as advertising, on any vehicle, used by any resident, will be permitted subject to the approval of the Architectural Review Committee ("ARC").

...

Section 6. All Lots shall have concrete paved, paver, or concrete stamped driveways of stable and permanent construction. ~~All concrete driveways shall have a light broom finish and~~

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~~joints shall be provided to prevent surface cracking and be in accordance with Polk County specifications.~~ **All driveways must have crack control joints, to prevent surface cracking and be in accordance with Polk County specifications. The paint color of any driveway must be approved by the ARC. Prior to making any changes, the Owner must submit an architectural change request. The ARC shall have the right to review, prohibit or restrict changes to driveways.**

...

Section 9. Other than the original fences or walls constructed by Declarant, ~~no chain link fences,~~ wooden fences, **or walls, which are not part of the Residence,** are **not** permitted. All fences, and/or walls where permitted, ~~shall be of the same material and design as the adjacent building, or, such fences and/or walls, where permitted may~~ **must** be of that material and composition commonly known as "maintenance free vinyl fencing," or "PVC fencing" **or may be constructed of "white oxide aluminum"** and shall be white in color. All such fencing materials must be approved by the **ARC.** **All fences shall be kept in good repair and kept clean, on both sides of the fence.** No fences ~~or walls~~ shall be allowed in **the front yards of a Lot.** Where a fence ~~or wall~~ is deemed to be unnecessary or unsightly and detracting from the visual value of **the Subdivision,** ~~a landscape screen in lieu of a fence or wall shall be required~~ **it may be prohibited and the ARC may, in its' discretion, propose a landscape screen in lieu thereof.** No fence ~~or wall~~ **or landscape screen** over six (6') feet in height shall be permitted, except for special conditions as approved by the Association **ARC,** and shall not be in violation of **County ordinances.** In general, fences ~~or walls~~ are not encouraged within **the Subdivision.** Hedges, **neatly trimmed,** ~~berms,~~ or other landscape alternatives are preferred, **but shall not exceed six (6') feet in height.**

Section 10. No outbuilding, basement, tent, shack, ~~trailer, shed,~~ structure, or temporary building of any kind shall be used as a residence, either temporarily or permanently **permitted on any Lot. Notwithstanding the foregoing, a shed, with a maximum height of eight (8') feet, at the peak, and screened behind a six (6') foot privacy fence may be permitted by the ARC.** Further, ~~no temporary building or structure shall be permitted on any home site except that~~ ~~Trailers, temporary buildings, barricades, and the like may be permitted during the construction of a permanent improvement for construction purposes only~~ **on or alteration to a Lot, but only with written approval of the ARC.** They shall be removed not later than fourteen (14) days after the date of completion of the building(s) ~~for which the temporary structure was intended~~ **construction,** and shall be permitted for no longer than a period of six (6) months, unless as extension of time is granted by the Association **ARC.**

...

Section 12. All **Lot Owners** shall purchase and provide a mailbox of the size and quality established by Declarant through specifications provided by Declarant to Owner upon the initial sale and closing of each Lot, and shall continue to maintain the same in good working order and excellent aesthetic condition. Should it become inoperative for any reason, or deteriorate in aesthetic condition due to weather or any other reason, it shall be replaced. No mail or newspaper boxes, receptacles, or any other similar item shall be erected, displayed, or maintained **within the Subdivision** other than those **Initially** established by Declarant **or approved by the ARC.** **The ARC shall have** the right to establish designs **or** specifications, **as to the** appearance of such mail or newspaper boxes, receptacles, or any similar item.

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~~All exterior lighting shall be consistent with the character established in Terranova and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building designs and material. Each dwelling shall have one common design yard entrance light.~~

Section 13. Holiday lighting shall be permitted to be placed upon the exterior portions of the Residence, commencing on Thanksgiving, and shall be removed not later than January 15th the following year. The ARC may establish standards for holiday lighting and any other type of lighting on a Lot within the Subdivision. The ARC may require the removal of any lighting that creates a nuisance, (e.g., unacceptable spillover to an adjacent Lot).

Section 14. No lawn furnishings, or ornaments, except for holiday ornaments, such as bird baths, ~~frog ponds~~, lawn sculptures, artificial plants, fountains, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a location on the lot where it is least visible from common areas and from other lot owners' property. Lot or parcel without the written approval of the ARC. A maximum of five (5) lawn ornaments will be allowed on each Lot; of which two (2) may be a maximum of thirty-six (36") inches in height and the others may not be greater than eighteen (18") inches in height.

Section 15. No Owner shall erect, place, or maintain exposed fuel tanks at his/her Residence. As required in Section 163.04, Florida Statutes, outdoor clotheslines, solar panels and other energy saving devices are permitted on the Lots, but can be subject to restrictions, such as placement and the requirement of screening by the Board of Directors and/or the ARC.

...

Section 18. Utility Wiring and T.V. Antennae

All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground where permitted in accordance with applicable codes that may be imposed or imposable by any public or private electrical, gas, telephone or cable television communication service servicing the subject property. No satellite TV reception dish shall be permitted exceeding 18" in diameter, and no such reception dish shall be placed within the front yard of any Residence or Lot.

Notwithstanding the above, Owners shall be entitled to erect, construct and maintain such antennas and satellite dishes as are from time to time permitted by Federal or State law, subject to such reasonable rules and regulations as are adopted by the Board of Directors from time to time.

Section 19. Vehicles

Section 19.1. Parking of Recreational and Commercial Vehicles and Other Vehicles

~~No owner of a lot shall park, store or keep any truck, camper, boat, trailer, or any vehicle, other than a private passenger vehicle on or in any uncovered parking space. More specifically, no truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle, may be parked on a driveway. No truck or other vehicle larger than a three-quarter ton pickup may be~~

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~~parked, stored, or kept in any covered parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or other areas at the Terranova community except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.~~

(a) Except as expressly provided herein, cars, trucks with a payload of three-quarter (3/4) ton or less, motorcycles, and vans (hereinafter "Vehicles") must be kept and parked inside a garage or on the driveway, but only on the driveway when the vehicle does not extend beyond the driveway or block any sidewalk. Except as provided herein, no Vehicles, motor homes, watercrafts, trailers, and trucks of any size or off road vehicles may be parked or kept on the streets, Common Areas or elsewhere on a Lot.

(b) All watercraft and trailers, except a boat on a boat trailer, stored within the Subdivision must only be kept (i) inside an enclosed garage or (ii) screened by a six (6') foot privacy fence approved by the ARC; provided that the top of the watercraft and/or trailer, inclusive of any equipment placed at top of said watercraft or trailer, does not exceed eight (8') feet from ground level.

(c) All boats, including the trailer, stored within the Subdivision must only be kept (i) inside an enclosed garage or (ii) screened by a six (6') foot privacy fence, approved by the ARC, and covered with a boat cover. All boat covers must be properly maintained at all times. For example, a boat cover shall not be ripped or torn, shall not have any mold or mildew, and shall not be unsightly in any way.

(d) Owners may temporarily park a motor home, watercraft or trailer in their driveway for loading and unloading, but never for more that the time permitted in the General Rules and Regulations.

(e) No Vehicle, motor homes, watercraft or trailers may be repaired within the Subdivision, except in an enclosed garage. All Vehicles, trailers, motor homes, and watercraft must be operable and have a current license tag and/or registration, where required by law.

(f) Commercial vehicles, including vehicles bearing prominent advertising, that are not owned by an Owner or tenant may be parked in a street or driveway when necessary for providing services to an Owner or tenant, or for pickup and delivery service, but only while undertaking this activity and never overnight. Unless otherwise provided herein, commercial vehicles, including vehicles bearing prominent advertising, approved by the ARC, which are owned by an Owner or tenant, or provided by an employer, must be kept inside a garage or parked on the driveway of the Owner or tenant. This subsection does not apply to Police and Fire Department passenger vehicles and vehicles with standard and non-prominent dealership decals/logos affixed prior to sale. A commercial vehicle is herein defined as a vehicle bearing prominent advertising, and any vehicle having equipment, tools, ladders, construction materials, foliage, debris, trash, garbage, hazardous materials or other like items projecting from, hanging on, attached to, stored inside, or stored in the open body of a vehicle. Further, the Board of Directors shall have the right to adopt Rules and Regulations adding to this definition of commercial vehicles.

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Section 19.2 Unlicensed Vehicles:

No Mini Bikes, Go Carts, All Terrain Vehicles (ATVs), Golf Carts or other unlicensed motorized vehicles shall be allowed on the roads, right of ways or Common Areas, within the Subdivision.

...

Section 22. Shallow Wells and Sprinklers

Upon written approval of the ARC, Subject to regulation by governmental agencies, wells may be put down by Lot Owners for irrigation purposes. However, ~~same~~ the wells, if approved and properly permitted, shall be located on the rear or side portion of the subdivision Lot, surrounded by shrubs or an approved lattice fence and out of screened from public view, if possible. All irrigation pipes and sprinklers shall be located underground with the exemption exception of sprinklers that are located in flowerbeds or other areas immediately adjacent to the residential structure. Subject to regulation by governmental agencies, Owners of lake front Lots in the Subdivision may attempt to use lake water for irrigation and shall place all such irrigation pipes and other apparatuses underground or concealed or encased in some permanent structure, with ARC approval. If rust becomes evident, on the Residence, driveway or road in front of the Lot, the ARC may require the Owner to add a working sprinkler rust control system.

Section 23. Building Construction Standards

...

(g) All exterior appurtenances or mechanical equipment, including, but not limited to, transformers, vents, air conditioning compressors, and pool pumps, ~~meters, etc.,~~ shall be concealed ~~screened~~ from view by walls of the same material and color as the building or by an opaque landscaping screen **an approved PVC lattice fence or shrubs.** ~~No solar heaters or window air conditioning units shall be allowed where visible from any street. All solar heaters must be approved by the ARC as to their location. Window air conditioners are not permitted, except when used in conjunction with a generator when there is a loss of power. Once power is restored, said window air conditioners shall be removed.~~

...

Section 25. Rules and Regulations

The Board of Directors of the Association shall have the power and right to promulgate and amend Rules and Regulations concerning the use of the Lots and the Common Areas, so long as such Rules and Regulations do not conflict with the provisions contained herein or in the Articles of Incorporation or the Bylaws of the Association.

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5. Article VII is hereby amended as follows:

ARTICLE VII. Architectural Control

Section 1. Creation of Architectural Committee

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, to preserve the value of property at the subdivision, and in order that all improvements **and alterations** on each Lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of **the Association** shall appoint a committee to be known as the Architectural **Review** Committee (**also referred to as "Architectural Committee" or "ARC"**), which committee shall have the power and discretion to control and approve all of the **Residences**, buildings, **fences, walls, boat docks, any structures, landscaping** and other improvements **and alterations** on each Lot in the manner and to the extent set forth herein.

Section 1.1 Architectural Review Committee

The ARC shall be a permanent committee of the Association and shall administer and perform the duties set forth in this Article. The ARC shall consist of a minimum of three (3) members who shall hold office at the pleasure of the Board of Directors. The Board of Directors shall have the right to appoint, remove and replace all members of the ARC. The Board of Directors shall determine which member of the ARC shall serve as its chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by the Board of Directors, the Board of Directors shall have the right to replace any member within thirty (30) days of such occurrence.

Section 1.2 Membership

All members of the ARC must also be members of the Association.

Section 1.3 General Plan

It is the intent of this Declaration to create a general plan and scheme of development of the Subdivision. Accordingly, the ARC shall have the right to approve or disapprove all architectural, landscaping, and other improvements or alterations within the Subdivision by a builder or Owner. The ARC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, locations of any proposed improvements or alterations, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ARC. The ARC may impose standards for construction, alterations or landscaping which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes (hereinafter "ARC Guidelines"). Any ARC Guidelines or modification of existing ARC Guidelines shall require the approval of the Board of Directors, which may be granted or denied in its sole discretion.

Section 1.4 Community Standards

The Board of Directors shall have the full right and authority to establish Community

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Standards for the Subdivision, the process for establishment of such standards shall be promulgated by the Board of Directors as reasonable rules. These Community Standards may include standards of conduct, maintenance or other activity within the Subdivision, including specifically all standards for the maintenance obligations of the Association pursuant to the provisions of the Declaration. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Board of Directors from time to time. The Community Standards shall be: effective from the date of adoption; specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. All of the Subdivision shall be operated and maintained in accordance with the Community Standards.

Section 1.5 Quorum

A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. In an emergency, in lieu of a meeting, the ARC may act in writing.

Section 1.6 Powers and Duties

No improvements or alterations shall be constructed on a Lot, no exterior of a Residence shall be repainted, no landscaping, signs or improvements erected, removed, planted, or maintained on a Lot, nor shall any addition to or any change, replacement, or alteration of the improvements as originally constructed by developer (visible from the exterior of the Residence) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of the same shall have been submitted to and approved in writing by the ARC.

Section 1.7 Common Area Security Deposits

The Board of Directors shall set and the ARC may require, a Common Area Security Deposit on such improvements or alterations which may result in damage to other Owner's Lots, including the driveways, the Common Area streets and other Common Areas, limited Common Areas or the personal property of Owners. Such Common Area Deposits shall be returned upon final completion and inspection of such modifications, less any claim imposed for damages.

Section 1.8 Procedure

In order to obtain the approval of the ARC, each Owner shall observe the following:

1.8.1 Each applicant shall submit an application to the ARC with respect to any proposed improvements or alterations, together with the required application(s) and other fee(s) as established by the ARC. The applications shall include such information as may be required by the application form adopted by the ARC. The ARC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if required, submit to the ARC, such site plans, plans and specifications for the proposed improvement, alteration, and landscaping and irrigation plans, showing all existing trees and major vegetation stands and surface

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water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the time scheduled for completion, all as reasonably specified by the ARC. All such site plans, plans and specifications, and other materials required to be submitted to the ARC shall be in such complete form and complete detail as reasonably specified by and satisfactory to the ARC, including preparation thereof by a registered architect or designer if deemed appropriate by the ARC.

1.8.2 In the event the information submitted to ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

1.8.3 No later than forty-five (45) days after receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reason or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements or alterations, the materials of which the improvements or alterations are to be built, the site upon which the improvements or alterations are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARC fails to respond within said forty-five (45) day period, the plans and specifications shall be deemed approved by the ARC.

1.8.4 Construction of all improvements or alterations shall be completed within the time period set forth in the application and approved by the ARC.

1.8.5 In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after the written request for such meeting is received by the ARC, unless the applicant waives this time requirement in writing. The ARC shall make a final written decision no later than forty-five (45) days after the meeting. In the event the ARC fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be approved.

1.8.6 Upon final disapproval (even if the member of the Association's Board and the ARC are the same), the applicant may appeal the decision of the ARC to the Association's Board within thirty (30) days of the ARC's written review and disapproval. Review by the Association's Board shall take place no later than thirty (30) days subsequent to the receipt by the Association's Board of the Owner's request therefore. If the Association's Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Association's Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Association's Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ARC, or if appealed, the Association's Board, shall be final and binding upon the applicant, his/her heirs, legal representatives, successors and assigns.

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Section 1.9 Variances

The Association or the ARC shall have the power to grant variances from any requirements sets forth in this Declaration, the Community Standards, or ARC Guidelines, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards or ARC Guidelines on any other occasion.

Section 1.10 Permits.

The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 1.11. Construction by Owners

The following provisions govern construction activities by Owners after consent of the ARC has been obtained.

1.11.1. Each Owner shall deliver to the ARC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in the Subdivision shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in the Subdivision shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in the Subdivision and no construction materials shall be stored in the Subdivision subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Lots in the Subdivision or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards and ARC Guidelines. If a contractor or Owner shall fail in any regard to comply with the requirement of this Section, the ARC may require that such Owner or contractor post security with Association in such form and amount deemed appropriate by the ARC in its sole discretion.

1.11.2 There shall be provided to the ARC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into the Subdivision as are designated by the ARC for construction activities. The ARC shall have the right to require that each builder's and Contractor's employees check in at the designated construction entrance and to refuse entrance to persons and parties whose names are not registered with the ARC.

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1.11.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards and ARC Guidelines by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in the Subdivision.

1.11.4 The ARC may, from time to time, adopt, as part of the ARC Guidelines, standards governing the performance or conduct of Owners, Contractors and their respective employees within the Subdivision. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within the Subdivision and each Owner shall include the same therein.

Section 1.12 Inspection.

There is specifically reserved to the Association and the ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Subdivision at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration, the Community Standards or the ARC Guidelines.

Section 1.13 Violation.

If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ARC, cause such improvement or alteration to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collection and bankruptcy, incurred by the Association or the ARC. The costs shall be deemed an individual Assessment and enforceable pursuant to the provisions of this Declaration. The Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration, the Community Standards and the ARC Guidelines, by any legal or equitable remedy.

Section 1.14 Court Costs

In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or alteration, or to cause the removal of any unapproved improvement or alteration, the Association shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

Section 1.15 Certificates.

In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the Association

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~. Page 15 of 18

and/or the ARC Guidelines, the Association may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements or alterations on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

Section 1.16 Certificate of Compliance.

If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot, the Owner thereof shall obtain a Certificate of Compliance from the ARC certifying that the Owner has complied with the requirements set forth herein. The ARC may, from time to time, delegate to a member or members of the ARC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the Association's or the ARC's rights set forth herein.

Section 1.17 Exemption.

Notwithstanding anything to the contrary herein, or in the Community Standards or in the ARC Guidelines, any improvements or alterations of any nature made or to be made by Developer or the Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, or the Club, shall not be subject to the review of the ARC, the Association, or the provisions of the Community Standards or the ARC Guidelines.

Section 1.18 Exculpation.

Developer, the Association, the directors or officers of the Association, the ARC, the members of the ARC, or any person acting on behalf of any of them, shall not be liable for any costs or damages incurred by any Owner or any party whatsoever, due to any mistake in judgment, negligence, or any action of the Developer, Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Developer, Association or their respective directors or officers in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ARC, and each of their members, officers and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals of any nature resulting by virtue of the acts of the Owners, Association, ARC or their members, officers and directors. The Developer, Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code for any defects in any improvements or alterations constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

Section 2. Damage and Destruction of Residence

If all or any portion of a Lot is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all reasonable diligence, to rebuild, repair, or reconstruct such Residence in a manner, which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs,

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~. Page 16 of 18

unless prevented by causes beyond the control of the Owner or Owners. In lieu of the above, Owner may elect to demolish the remainder of the structure and clear the site of improvements and debris.

Section 3. Release From Minor Violations

If a building or other structure has been erected or its construction substantially advanced and the building or structure violates these restrictions or the plat, the **Association, through its Board of Directors**, may release a Lot from any part of the covenants or plat which is violated. The **Association** shall not give a release except for a violation that is, in its sole judgment, a minor or insubstantial violation.

6. Article VIII is hereby amended as follows:

ARTICLE VIII. Landscaping

(a) Each Owner shall provide and maintain landscaping, lawn and shrubbery upon his/her lot in keeping with the architecture of his/her Residence. ~~Prior to occupancy, a~~All front, side and rear yards shall be equipped with an underground sprinkling system and shall be completely sodded with St. Augustine, or better quality grass, customarily used for lawn purposes, and shall include the installation of a least one shade tree with a minimum height of 8' located within the front yard of the residence **or Zoysia grass, as approved by, and in the manner approved by, the ARC. No entire lawn shall be planted by hydro mulching, plugs or direct seeding. Forty percent (40%) of the front yard, of all Residences, must be improved by turf grass, exclusive of the driveways and any other improvements approved by the ARC.**

(b) **In the interest of a well preserved lawn, and other landscaping plants, the Owner must, at all times, keep their electrical power on, either when occupied or when vacant. In addition, the irrigation system must be maintained and operating, at all times.**

(c) **In keeping with the landscaping philosophy of the "Florida Friendly" program, each participating Owner must present a plan, along with the request for approval of landscape changes, to the ARC, for their review and final approval. Said plan must reflect the placement of any plants, selected from the list provided in the ARC Guidelines.**

(d) **Compost Bins and Rain Barrels are permitted, provided they are not visible from any Common Areas, the streets, sidewalks, and any other Lots. In the absence of an ARC approved privacy fence, the Compost Bin and/or the Rain Barrel must be screened by either shrubbery or PVC lattice fencing, as approved by the ARC.**

7. **Article IX, Section 1 is hereby amended and renumbered as 1.1 and Section 1.2 as follows:**

ARTICLE IX. Amendments and Miscellaneous

Section 1.1 Enforcement

The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Dclaration. Failure by the Association or by any

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~. Page 17 of 18

Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Should the Association be required to enforce or defend the provisions hereof, its Articles of Incorporation, its Bylaws or any Rules and Regulations, including the Community Standards, or the ARC Guidelines, including breach, enforcement or interpretation of the same, the Association shall be entitled to its' reasonable attorneys' fees and costs incurred (including the attorneys' fees and costs incurred on appeal of a judicial proceedings, in bankruptcy or in any other actions relating to creditor's rights), from the party against whom enforcement is sought, and the said attorneys' fees and costs shall be recoverable whether or not a lawsuit or administrative proceeding is filed.

Section 1.2. Fines and Suspensions

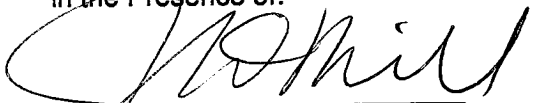
Except to the extend prohibited by law, in the event of a violation of the provisions contained herein by an Owner or by a person acting by, through or under an Owner, including a tenant, the Association shall have the right to levy reasonable fines and/or suspend the privileges of the Owners, tenant or any person acting by, through and under the Owner. Each fine shall be an individual assessment and enforceable pursuant to the provisions of this Declaration, the Bylaws, and Florida law. Each day of an Owner's failure to comply with this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, the Community Standards, or the ARC Guidelines shall be treated as a separate violation and be subject to a fine. Such fines shall be reasonable and uniform, and may exceed \$1000.00, in the aggregate, for each violation and subject to and imposed in a manner provided in Chapter 720 of the Florida Statutes, as amended from time to time, which includes the filing of a lien against the Owner's Lot. The Board of Directors shall have the authority to promulgate additional procedures, from time to time.

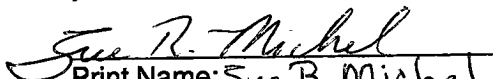
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**JOINDER AND CONSENT OF
DECLARANT**

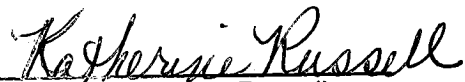
DECLARANT, RUSSELL PROPERTIES, INC., a Florida Corporation, approves of and joins in the amendment to Article III, Section 1, as set forth in the Fourth Amendment to the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III and IV, to which this Joinder and Consent is attached.

Signed, Sealed and Delivered
in the Presence of:


Print Name: JOHN MICHEL


Print Name: Sue R. Michel

**RUSSELL PROPERTIES INC.,
A FLORIDA CORPORATION**

By: 
Print Name: Katherine Russell
Title: President

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Sarasota

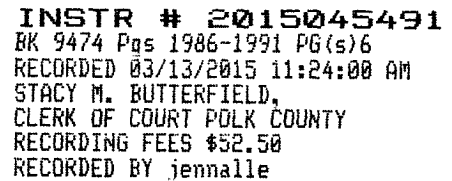
The foregoing instrument was acknowledged before me this 26 day of May, 2014, by Katherine Russell, as President, on behalf of **RUSSELL PROPERTIES, INC.**, on behalf of said corporation. She is ☒ personally known to me or has ☐ produced N/A as identification.



LORI J. RUBRINGER
MY COMMISSION # FF 082859
EXPIRES: January 24, 2018
Bonded Thru Budget Notary Services

Notary Public-State of Florida
Print Name: LORI J. RUBRINGER
Commission No.: FF082859
My Commission Expires: 1/24/2018

ACTIVE: T23002/355301:5769547_1_BPATRIE



Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)

**CERTIFICATE OF FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
TERRANOVA
PHASES II, III, & IV**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III and IV was originally recorded at Official Records Book 5125, Page 1964 of the Public Records of Polk County, Florida ("Original Declaration"); and

WHEREAS, the Original Declaration was amended pursuant to the First Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 5785, Page 889, the Second Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 6158, Page 920, the Certificate of Amendment to Declaration of Covenants, Conditions, Easements and Restriction of Terranova Phases II, III, & IV recorded at Official Records Book 9247, Page 190, and the Certificate of Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restriction of Terranova Phases II, III, & IV recorded at Official Records Book 9290, Page 1154 all of the Public Records of Polk County, Florida; and

WHEREAS, the Original Declaration and its amendments shall be collectively referred to as the "Declaration"; and

WHEREAS, Article IX, Section 3(a) of the Declaration, as amended, provides that the same may be amended by the affirmative vote of not less than a majority of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established; and

WHEREAS, the Association obtained a quorum and the required number of votes at a Special Membership Meeting on February 26, 2015, to amend Article V, Section 1 of the

Declaration.

NOW THEREFORE, Article V, Section 1 of the Declaration is hereby amended as follows:

ARTICLE V. Use Restrictions

The subdivision shall be occupied and used only as follows:

Section 1. Each Lot/Residence shall be used exclusively for residential purposes. Except as provided herein, Owners shall not ~~Residential purposes shall include an Owner's right to lease any portion of their~~ Lot/Residence. Exceptions to this leasing restriction are as follows:

a). An Owner who is currently leasing his/her Residence at the time this amendment to the Declaration is recorded in the public records of Polk County, Florida, shall be permitted to lease his/her Residence for a period of three (3) years after the recording of this amendment to the Declaration or until he/she sells the Lot/Residence, whichever occurs first. In order for this exception to apply, the Owner must provide proof that he/she is leasing the Residence, at the time of the recording of this amendment, by submitting a copy of a fully executed written lease to the Association. Once the Lot/Residence is sold, the new Owner is not permitted to lease the Residence unless there is an extreme financial hardship as provided in subsection (b) below; and

b). If an Owner is experiencing extreme financial hardship, due to family medical issues and/or the loss of a job, the Board may grant, at its discretion, by a majority vote, a waiver of the no-leasing provision and permit leasing of the Residence. This exception shall only be granted for a period of twelve (12) months, which twelve (12) month period starts on the date the lease begins. If a waiver is granted, the waiver shall become invalid if the Owner does not enter into a Lease Agreement, subject to the approval requirements set forth below, within sixty (60) days of the date the Board grants, in writing, the waiver.

To the extent an Owner falls within an exception set forth above and is permitted to lease his/her Residence, such lease shall be subject to the following conditions and provisions:

1.1 There shall be no sub-leasing. In addition, a Lot/Residence may be leased only in its entirety, and no fraction or portion of a Lot or individual room may be leased. No bed and breakfast facility may be operated on a Lot.

1.2 All Lease Agreements shall be in writing and must be approved by the Association. All persons eighteen (18) years of age and older residing in the Residence must be on the Lease Agreement. A copy of the executed Lease Agreement shall be provided to Association; however, the executed Lease Agreement must provide, and if it does not, shall be deemed to provide, that the Lease Agreement is subject to the approval of the Association.

1.3 The executed Lease Agreement, together with an application signed by both the Owner and tenant in a form approved by Association, the application fee and the security deposit, if one is required, shall be submitted to Association at least twenty (20) days prior to commencement of the lease term for approval or disapproval of the tenant(s). ~~Subject to any~~

~~applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section 1, the Association must either approve or disapprove the proposed Lease Agreement. If the Association fails or refuses within the allotted time to either approve or disapprove the proposed Lease Agreement, then the Lease Agreement shall be deemed approved; provided, however, in no event shall the Lease Agreement be deemed approved if subsection 1.3(a) below is applicable. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any Lease Agreement any one or more of the following:~~

- a). The Owner is delinquent in the payment of assessments, judgments, fines, court costs and attorneys' fees, if any, incurred by the Association, or if any other monies are due and owing to the Association for the Lot at the time the application is considered, including but not limited to the application fee and the security deposit required herein;
- b). The application on its face indicates that the prospective tenants and/or occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions as set forth in the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III & IV, the Association's Articles of Incorporation, Bylaws and Rules and Regulations, **all as amended from time to time** (hereinafter referred to as the "Governing Documents");
- c). The prospective tenant or occupant has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;
- d). The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others and the rights of others to peaceful enjoyment of their Lots;
- e). The prospective tenant evidences a strong probability of financial inability to pay the rent and other financial obligations under the Lease Agreement;
- f). The tenant or occupant, during previous occupancy in the community, has failed to comply with the Governing Documents;
- g). The prospective tenant gives false or incomplete information to the Association as part of the application procedure; and
- h). Any other reason permitted by Florida and Federal law.

1.4 The Owner shall pay the lease application fee prescribed by Association. The lease application fee shall be seventy-five and 00/100 dollars (\$75.00) and may be increased from time to time by the Board of Directors without amending this provision in the Declaration.

1.5 No Lease Agreement may be for a term of less than one (1) year, or longer than one (1) year. **If a renewal is permitted,** ~~a~~All renewals must be approved by the Association prior to the expiration of the Lease Agreement.

1.6 All Lease Agreements must provide, and if they do not, shall be deemed to provide the following:

a). The tenant(s) agrees to abide by all of the provisions of the Governing Documents, including the requirements set forth in this Section 1. A violation of the Governing Documents is a material breach of the Lease Agreement, and the Association may pursue a claim for damages, termination, eviction and/or injunctive relief;

b). The Owner covenants to enforce the terms of the Lease Agreement and the terms of the Governing Document with respect to use and occupancy by the tenant(s) and occupant(s) of the Lot and agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant, should the tenant or occupant refuse or fail to abide by and adhere to the Governing Documents. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to proceed directly against the tenant for injunctive relief, termination, eviction and/or damages, and the costs of the same shall be the responsibility of Owner;

c). All Lease Agreements shall require the Lot **and Residence** to be used solely as a private single family residence;

d). Each Lease Agreement shall contain a uniform attachment (the "Uniform Lease Exhibit") designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant(s) and any other occupant(s) of the Governing Documents; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association; and

e). Should the Association seek to enforce the provisions of the Lease Agreement, and/or the Governing Documents, including the requirements set forth in this Section 1, through injunctive relief, a claim for damages, eviction and/or termination, then the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred in such enforcement, whether a lawsuit be filed or not (including without limitation, attorneys' fees and costs upon appeal, and in bankruptcy). If such costs and fees are not immediately paid by the tenant(s), the Owner of the Lot shall pay them and such funds shall bear interest at the highest rate permitted by law. The obligation of the tenant(s) and Owner to pay or reimburse the Association such funds will, if not immediately paid, give rise to a cause of action against the tenant(s) and/or Owner pursuant to this Declaration.

1.7 Any Lease Agreement not approved pursuant to the provisions of this Section 1 shall be void unless subsequently approved by the Association.

1.8 Maximum Number of Occupants per Residence. **This Section 1.8 applies to all Residences whether they are leased or not.** Each Residence shall be occupied only by an Owner or tenant, members of his or her family, overnight guests and professional caregivers of a Residence and for no other purpose. The maximum number of occupants in any Residence, including overnight guests and professional caregivers, shall be as follows:

a). In the event the Residence contains two (2) bedrooms, no more than four (4)

persons shall be permitted;

b). In the event the Residence contains three (3) bedrooms, no more than six (6) persons shall be permitted; and

c). In the event the Residence contains four (4) bedrooms, no more than eight (8) persons shall be permitted.

1.9 Right to Use Common Area. During such time as a Lot/Residence is leased, the Owner of such Lot shall not enjoy the use privileges of the Common Areas within the Subdivision.

1.10 Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit, if one is required by the Association, in the amount determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Lot and/or damage caused to the Common Area by the tenant, members of the tenant's family, or the tenant's guests and/or invitees. The Association shall be entitled to apply the deposit to any tenants' obligations in connection with the Lot, the Common Area, or as otherwise described in this Declaration. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice that such termination has occurred. Notwithstanding anything to the contrary herein, the leasing of a Lot/Residence to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

1.11 The Association shall have the power to adopt and amend Rules and Regulations governing the details and methodology of the leasing procedures, as the same may be deemed necessary from time to time.

Executed at Winter Haven (city), Polk County, Florida, on this the 4th day of March, 2015.

Signed and deliver
in the presence of:

Valerie A. Dollie
Printed Name: Valerie A. Dollie

Nancy A. Crego
Printed Name: Nancy A. Crego

**TERRANOVA HOMEOWNERS
ASSOCIATION OF POLK COUNTY, INC.**

By: Gerald L. Crego
Printed Name: GERALD L. CREGO
Title: President

Address: 201 Terranova Blvd
Winter Haven FL 33884

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Polk

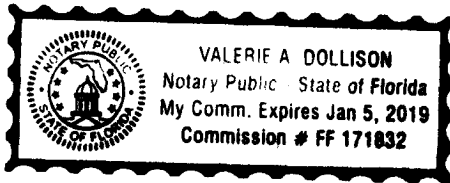
The foregoing instrument was acknowledged before me this 4th day of March, 2015, by Gerald L. Crego, as President of

TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/she [] is personally known to me or [X] has produced FLA. Driver's License as identification.

WITNESS my hand in the County and State last aforesaid on this 4th day of March, 2015.

Valerie A. Dollison
Notary Public, State of Florida
Print Name: Valerie A. Dollison

Commission No.: FF 171832
My Commission Expires: 1/5/2019



ACTIVE: T23002/355301:6795409_1_BPATRIE



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BK 9524 Pgs 1536-1538 PG(s) 3
RECORDED 05/12/2015 01:46:47 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$27.00
RECORDED BY gladlope

This instrument prepared by and)
should be returned to:)

Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)

**CERTIFICATE OF SIXTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND
RESTRICTIONS
OF
TERRANOVA
PHASES II, III, & IV**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions of Terranova Phases II, III and IV was originally recorded at Official Records Book 5125, Page 1964 of the Public Records of Polk County, Florida ("Original Declaration"); and

WHEREAS, the Original Declaration was amended pursuant to the First Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 5785, Page 889, the Second Amendment to Declarations, Conditions, Easements and Restrictions of Terranova Phases II, III & IV recorded at Official Records Book 6158, Page 920, the Certificate of Amendment to Declaration of Covenants, Conditions, Easements and Restriction of Terranova Phases II, III, & IV recorded at Official Records Book 9247, Page 190, the Certificate of Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restriction of Terranova Phases II, III, & IV recorded at Official Records Book 9290, Page 1154 all of the Public Records of Polk County, Florida, and the Certificate of Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restriction of Terranova Phases II, III, & IV recorded at Official Records Book 9474, Page 1986 all of the Public Records of Polk County, Florida; and

WHEREAS, the Original Declaration and its amendments shall be collectively referred to as the "Declaration"; and

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

Page 1 of 3

WHEREAS, Article IX, Section 3(a) of the Declaration, as amended, provides that the same may be amended by the affirmative vote of not less than a majority of the voting interests who are entitled to vote and who are present and voting in person or by proxy at a meeting of the Association members at which a quorum has been established; and

WHEREAS, the Association obtained a quorum and the required number of votes at a Membership Meeting on April 23, 2015, to amend Article V, Section 19.1, subsections (b) and (c) of the Declaration.

NOW THEREFORE, Article V, Section 19.1, subsections (b) and (c) are hereby amended as follows:

Section 19. Vehicles

Section 19.1. Parking of Recreational and Commercial Vehicles and Other Vehicles

...

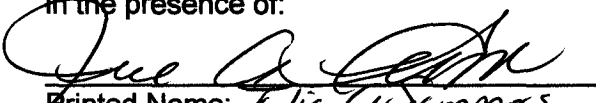
(b) All watercraft and trailers, ~~except~~ **including** a boat on a boat trailer, stored within the Subdivision must only be kept (i) inside an enclosed garage or (ii) screened by a six (6') foot privacy fence approved by the ARC; provided that the top of the watercraft and/or trailer, inclusive of any equipment placed at top of said watercraft or trailer, does not exceed eight (8') feet from ground level.

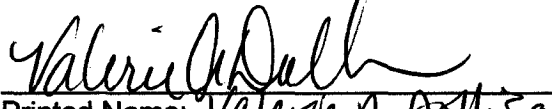
(c) ~~All boats, including the trailer, stored within the Subdivision must only be kept (i) inside an enclosed garage or (ii) screened by a six (6') foot privacy fence, approved by the ARC, and covered with a boat cover.~~ **Further, all watercraft and trailers and any equipment on the same, exceeding the height of the six (6') foot privacy fence, as permitted in subsection (b) above, must be properly covered.** All boat covers **and all other covers** must be properly maintained at all times. For example, a boat ~~the~~ cover shall not be ripped or torn, shall not have any mold or mildew, and shall not be unsightly in any way.

...

Executed at Winter Haven (city), Polk County, Florida, on this the 1st day of May, 2015.

Signed and deliver
in the presence of:


Printed Name: Julie A. Gemmas


Printed Name: Valerie A. Botha

**TERRANOVA HOMEOWNERS
ASSOCIATION OF POLK COUNTY, INC.**

By: 
Printed Name: Gerald L. Crego
Title: President

Address: 201 Terranova Blvd
Winter Haven FL 33884

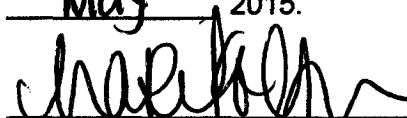
(CORPORATE SEAL)

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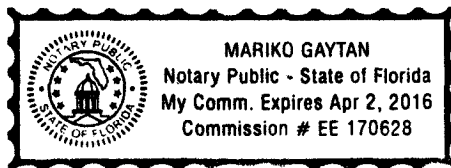
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 1st day of May, 2015, by Gerald L. Crego, as President of **TERRANOVA HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He ☐ is personally known to me or ☒ has produced FUDL CG20292444410 as identification.

WITNESS my hand in the County and State last aforesaid on this 1st day of May, 2015.


Notary Public-State of Florida
Print Name: MARIKO GAYTAN

Commission No.: EE170628
My Commission Expires: APRIL 2, 2016



ACTIVE: T23002/355301:7009000_1_BPATRIE

Additions to text are indicated by **bold underline**; deletions by ~~strikeout~~.

Page 3 of 3