

**This Instrument Prepared by and Return to:**

Erik F. Whynot, Esq.  
Whynot Law Firm  
1280 Seminola Blvd.  
Casselberry, Florida 32707  
407-541-0050

**CERTIFICATE OF FOURTH AMENDMENT TO THE TIMACUAN  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment to the Timacuan Master Declaration of Covenants, Conditions and Restrictions (“*Fourth Amendment*”) is made this \_\_\_\_ day of \_\_\_\_\_, 2020 by Timacuan Community Services Association, Inc. (“*Association*”), a Florida not for profit corporation.

**WITNESSETH:**

**WHEREAS**, the original Timacuan Master Declaration of Covenants, Conditions and Restrictions was recorded in Book 1935, Page 1927, in the Public Records of Seminole County, Florida (“*Original Declaration*”), as amended by the Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions that was recorded in Book 4037, Page 1628, in the Public Records of Seminole County, Florida (“*First Amendment*”), as amended by the Amended Timacuan Master Declaration of Covenants, Conditions and Restrictions that was recorded in Book 4416, Page 1748, in the Public Records of Osceola County, Florida (“*Second Amendment*”), as amended by the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions that was recorded in Book 7833, Page 1459, in the Public Records of Seminole County, Florida (“*Third Amendment*”), as preserved by the Notice of Preservation recorded in Book 9084, Page 0001, in the Public Records of Seminole County, Florida (“*Preservation*”) the Original Declaration, all subsequent amendments, and the Preservation thereof shall be collectively referred to herein as the “**Declaration**”;

**WHEREAS**, pursuant to Section 11.6, of the Declaration, the Declaration may be amended with the approval “of at least a majority of the Members present, in person or by proxy, at a duly called meeting at which a quorum is attained”;

**WHEREAS**, a duly noticed meeting of the Members of the Association was held on March 13, 2019, to consider and vote on this proposed Fourth Amendment. At said membership meeting a quorum of the membership of the Association was present and at least a majority (50% + 1) of the total membership present at the membership meeting, either in person or by proxy, voted to approve the Fourth Amendment attached hereto as Exhibit 1, and;

**NOW, THEREFORE**, the Association hereby amends the Declaration heretofore filed as follows:

1. The foregoing recitals are true and correct and are incorporated into and form a part of this Fourth Amendment to the Declaration.
2. In the event there is conflict between this Fourth Amendment and the Declaration, this Fourth Amendment shall control.
3. The Declaration and the Fourth Amendment shall be read as one document wherever possible.
4. All provisions of the Declaration that are not specifically amended herein remain in full force and

effect.

5. The Declaration is hereby amended as indicated on the attached Exhibit 1.

6. Deletions are indicated by words that are ~~stricken through~~ and additions are indicated by words that are underlined.

WITNESSES:

TIMACUAN COMMUNITY SERVICES  
ASSOCIATION, INC., a Florida not for  
profit corporation:

Anita Roberts  
\_\_\_\_\_  
Print Name

By: David Valillo  
\_\_\_\_\_  
Print Name

Anita Roberts  
\_\_\_\_\_  
Sign Name

David Valillo  
\_\_\_\_\_  
Sign Name

Daniel Loureiro  
\_\_\_\_\_  
Print Name

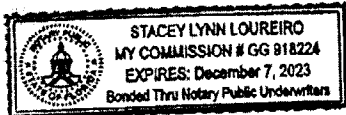
Its: President

Daniel Loureiro  
\_\_\_\_\_  
Sign Name

STATE OF FLORIDA     )  
COUNTY OF SEMINOLE    )

The foregoing instrument was acknowledged before me on this 7 day of April, 2020,  
by David Valillo as the President of Timacuan Community Services Association, Inc. a Florida not  
for profit corporation, on behalf of the Association, who is  personally known to me or has,  produced  
\_\_\_\_\_ as identification.

Stacey Lynn Loureiro  
\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA  
Stacey Loureiro  
\_\_\_\_\_  
Print Name of Notary



My Commission Expires: 12/7/2023  
Serial/Commission No. 66918224

**EXHIBIT 1**

**AMENDMENTS TO**

**SECOND AMENDED AND RESTATED  
TIMACUAN MASTER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

Additions in **bold underline**  
Deletions in ~~strikethrough~~

- 1. Section 8.31 of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety, and the following is substituted in its place (substantial rewording. See Master Declaration for current text):**

8.31 Leasing of Residences. The lease of a Residence is defined as occupancy of the Residence by any person other than the Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-Owner involves consideration of any kind (the payment of money, the exchange of goods or services, or any other exchange of value). The terms "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The terms "Tenant" and "Lessee" shall likewise be used interchangeably. All leases must be in writing. Should an Owner wish to lease that Owner's Residence, the Owner shall furnish the Association with a copy of the proposed lease, the name of the proposed Lessee, the names of all proposed residents, the names of all proposed occupants, and such other information as the Association may reasonably require. Any person occupying the Residence as a Resident after the initial approval shall be subject to a separate application and approval process. The Association shall have fifteen (15) days from the receipt of notice and all required information within which to approve or disapprove of the proposed lease or proposed Lessees or Resident. The Association shall give the Owner written notice of its decision within said period. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are strictly prohibited. All leases shall be for a minimum period of twelve (12) consecutive months. No Residence may be leased and/or rented more than once in any calendar year. Leases may be extended or renewed, subject to Board approval. In no event shall any Owner and/or any agent of any Owner post, list, advertise, and/or in any way market that Owner's Residence for any rental, lease, and/or occupancy period less than what is permitted, allowed, and/or authorized by this Declaration. Occupancy of a Residence shall not exceed the maximum permitted by applicable law, code, ordinance, and/or regulation, or in the absence of any such law, code, ordinance and/or regulation, occupancy of a Residence shall not exceed two (2) persons per bedroom, plus two (2) additional persons. No Residence and/or Lot may be divided or subdivided into a smaller Residence nor any portion less than the entire Residence sold or otherwise transferred. No person may reside in a Residence as a Unit Owner,

Resident, occupant, or family member and/or for any reason occupy the Residence on an overnight basis for more than fourteen (14) days in a calendar year unless said person's occupancy has been specifically approved in writing by the Association, through the Board of Directors.

8.31.1 Board Right of Approval. The Association's Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. No person may occupy a Residence as a Tenant, family member of a Tenant, Resident, occupant, and/or otherwise without the prior written approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents and/or occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents and/or occupants of a Residence, as a condition for approval.

8.31.2 Tenant Conduct; Remedies. All leases shall be on a uniform form of lease or lease addendum if so promulgated and/or required by the Association through the Association's Board of Directors. Uniform leases, addenda and all other leases will provide, or be automatically deemed to provide that the Tenants and all occupants have read and agreed to be bound by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Governing Documents"). The uniform lease or addendum and all other leases shall further provide or be automatically deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the Tenant and all occupants to immediate eviction as well as any other remedy afforded by the Governing Documents and/or Florida law. If a Tenant, Resident, other Occupant, Guest and/or Invitee fails and/or refuses to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests, and/or Invitees and the Owner(s) shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant, Resident, other Occupant, Guest and/or Invitee. The applicable Owner shall have the duty to bring that Tenant's conduct (and that of the any other Residents, Occupants, Guests, and/or Invitees) into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the Tenant (and that of the any other Residents, Occupants, Guests, and/or Invitees) into compliance with the Governing Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Governing Documents (and/or the other noncompliance of other Residents, Occupants, Guests, and/or Invitees), including without limitation the right to institute an action for eviction against the Tenant and/or any other Resident and/or Occupant in the name of the Association in its own right, or as agent and/or attorney-in-fact of the Owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. Any uniform lease or lease addendum will provide, and all leases will be automatically deemed to provide that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have

been paid in full, including but not limited to, all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees, attorneys' costs, and/or expenses of collection.

8.31.3 Security Deposit. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Lessee or Owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the Common Areas or Association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2018), as amended and/or renumbered from time to time.

8.31.4 Approval Process; Disapproval. Any Owner intending to lease and/or rent that Owner's Residence shall submit a copy of the proposed lease, a completed application, a criminal background check for each proposed Tenant, resident, and/or occupant that is eighteen (18) years of age or older (the cost and/or expense of any criminal background check shall be that exclusively of the Owner and/or proposed Tenant, resident, and/or occupant), and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term thereof. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within fifteen (15) days of full receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the Owner within such time frame. All requests for approval not acted upon within fifteen (15) days shall be deemed approved. Applications for renewals or extensions of lease and/or rental agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease and/or rental agreement. If the Association disapproves a proposed lease or any renewal or extension, the Owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association, its Board of Directors, the Association's community association manger (if applicable), the Association's community association management company (if applicable), and/or any agent of the Association shall have no liability and/or responsibility of any kind for any costs and expenses incurred by any Owner and/or Tenant as part of the approval and/or review process as set forth in Section 8.31 of this Declaration, including all subsections. Any and all costs associated with, related to, and/or arising from the approval and/or review process incurred by an Owner and/or the Tenant, shall remain the obligation and/or responsibility of that Owner and/or Tenant, as applicable, regardless of whether the proposed lease and/or rental agreement is approved or disapproved. The Association shall neither have a duty to provide an alternate Lessee nor shall the Association assume any responsibility of any kind for the denial of a lease and/or rental application if any denial is based upon any of the following factors:

8.31.4.1 The person seeking approval (which shall hereinafter include each Tenant and all proposed Residents and/or Occupants) has been convicted of or has pleaded no contest to:

- (a) a felony involving violence to persons, theft, arson, and/or destruction of property within the past twenty (20) years; or
- (b) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

- (c) a felony involving illegal drugs within the past ten (10) years; or
- (d) any other felony in the past five (5) years; or
- (e) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.

8.31.4.2 The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred.

8.31.4.3 The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Governing Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Governing Documents and may constitute grounds for denial;

8.31.4.4 The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by his or her conduct in this Project as a Tenant, Resident, Occupant, and/or Guest;

8.31.4.5 The Owner or person seeking approval has failed to provide all of the information, fees, and/or appearances required to process the application in a timely manner;

8.31.4.6 All Assessments, fines, Charges, and/or monetary obligations of any kind against the Lot, the Residence, and/or the Owner have not been paid in full to the Association.

8.31.4.7 The real estate, rental agent, and/or property management company handling the proposed lease and/or rental transaction on behalf of an Owner has a record of inadequately screening prospective Tenants, failing to follow the Governing Documents with respect to leasing and/or renting Lots and/or Residences, failing to provide all information required by the Association for any lease and/or rental agreement in a timely fashion, and/or allowing occupancy of any Residence without first obtaining the written approval of the Association in accordance with the Governing Documents.

8.31.4.8 The Owner and/or the proposed Tenant and/or any proposed resident and/or occupant of the Residence gives false and/or incomplete information to the Association, the Board of Directors, and/or any agent of the Association.

8.31.4.9 Based on the Association's records and/or documentation available at the time of the submission for approval that more than twelve percent (12%) of the Residences within the Property are being rented and/or leased.

8.31.5 Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that the Owner may have leased or rented that Owner's interest in the Residence as provided herein.

8.31.6 Association Fee. The Owner and/or Lessee seeking approval of a lease of a Residence shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. The Association shall have the right, but not the obligation, to also charge the transfer fee for each applicant in any renewal and/or extension of an existing lease and/or rental agreement, unless prohibited by law.

8.31.7 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement Section 8.31 of the Declaration, including without limitation, all subsections thereof. In the event that any Owner is suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit an affidavit as to absence of payment for the right to occupy the premises, and/or other proof that the leasing provisions of Section 8.31 and/or any subsections thereof are not being violated.

8.31.8 Unauthorized Transactions. Any lease, rental, and/or occupancy not authorized pursuant to the terms of this Declaration shall be voidable in its entirety unless subsequently approved by the Association.

8.31.9 Limit on Number of Rentals. Notwithstanding anything to the contrary in this Declaration and/or the Governing Documents, in no event shall more than twelve percent (12%) of the total number of Residences within the Property be rented and/or leased at any given time. The purpose for this restriction on the maximum number of rented and/or leased Residences within the Property at any given time is to ensure that the Property is comprised of primarily Owner-occupied Residences, as that promotes a sense of community, unity, and mutual desire for the best interests of the Property as a whole. Notwithstanding anything to the contrary in this Declaration, this restriction shall not apply to any Residence owned, purchased, and/or acquired by the Association, which shall continue to have the absolute right to lease and/or rent any such Residence despite the cap and/or limit set forth in this Section 8.31.9. Notwithstanding anything to the contrary in this Declaration, the Association, through its Board of Directors, shall have the authority, but is in no event required and/or obligated, to grant limited hardship exceptions to the rental cap and/or limitation set forth in this Section 8.31.9, if the inability to lease and/or rent the Residence would result in a significant hardship to the Owner. In the event a hardship exception is granted by the Association, all other leasing and/or rental requirements shall apply as set forth in Section 8.31 of the Declaration.

8.31.10 Exemption for Association-Owned Residence. Notwithstanding anything to the contrary in this Declaration, the Association and/or any Residence owned by the Association shall be expressly exempt from the provisions of Section 8.31 of the Declaration.

2. **Section 10.1 of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety, and the following is substituted in its place (substantial rewording. See Master Declaration for current text):**

10.1 Compliance. Every Owner, as well as the family members, occupants of the Residence occupants, guests, tenants, lessees, invitees, employees, licensees, agents, contractors, and/or visitors of the Owner shall comply at all times with this Declaration, the Governing Documents of the Association, the Association's adopted polices and/or procedures, and/or applicable Florida law as each may be amended, supplemented, and/or renumbered from time to time. Each Owner shall be jointly and severally liable and/or responsible for the negligence, violation, breach, default, omissions, acts, and/or willful misconduct of that Owner's family members, visitors, guests, tenants, lessees, licensees, employees, agents, contractors, subcontractors, invitees, and/or any occupants of that Owner's Residence.

3. **Section 10.2 of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is amended to read as follows:**

10.2 Enforcement. The Association, the Board of Directors, the ARB, each Owner, or any other party as provided in this Declaration shall have the right to enforce the Governing Documents. Enforcement of the Governing Documents may be accomplished by any proceeding at law or in equity, including without limitation, an action for damages and injunctive relief. The Association shall have the right, as set forth elsewhere in this Declaration, to suspend the voting rights and use of the Common Area of any defaulting Owner as provided for in this Declaration. Failure to enforce any covenant, restriction or provision hereof shall not be deemed a waiver to do so thereafter. The defaulting and/or offending Owner shall be responsible for all costs incurred in the enforcement of the Governing Documents, including but not limited to, attorney, paralegal and legal assistant fees, costs and expenses, related fees, costs and expense, court costs and witness and expert fees and costs, whether suit be brought or not, and whether in settlement, in any declaration action, at trial or on appeal. In the event an Owner, Owner's Lot, tenant, lessee, invitee, guest and/or occupant fails to comply with such obligations, responsibilities, terms, provisions, and/or covenants, the Association, by and through the Board of Directors, shall have the right to proceed in a court of equity to require performance and/or compliance, to sue in a court of law for damages, and/or levy a special charge against the Owner and/or that Owner's Lot for the sums necessary to do whatever work is required to put the Owner, Residence, and/or Lot in compliance. Such charge, together with interest, costs and attorneys' fees, shall be secured by a lien against the Lot, enforceable and collectable in the same manner as an Assessment levied pursuant to Article VI of this Declaration. In addition, in the event the Association undertakes enforcement of any provision of any of the Governing Documents, any and all costs and expenses of any and all such enforcement actions, activities, demands, violation notices, and/or events incurred and/or undertaken by the Association and/or the Association's designated agents,



even those incurred and/or occurring at the initial violation notice stage, prior to pre-suit mediation, and/or prior to the filing of any action in court and/or arbitration, as applicable, including without limitation, reasonable attorneys' fees, costs, and/or other charges, may be assessed by the Association, by and/or through the Board, against the Owner and/or any Lot as an Assessment in accordance with Article VI of this Declaration, and collected in the manner set forth therein.

**4. Section 6.8 of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is amended to read as follows:**

**6.8 Exterior Maintenance Specific Assessment.** The Owner of each Lot shall maintain the exterior of the Residence and the Lot at all times in a neat and attractive manner and as provided elsewhere in this Declaration. Upon the Owner's failure to do so, the Association may at its option, after giving the Owner ten (10) days written notice sent to that Owner's his last known address, or to the address of the subject premises, perform the reasonable maintenance and make the repairs as may be required to restore the neat and attractive appearance of the Lot and the exterior of the Residence located on the Lot. The cost of any of the work performed by the Association upon the Owner's failure to do so shall be immediately due and owing from the Owner of the Lot and shall constitute a special Assessment against the Lot on which the work was performed, collectible in a lump sum and secured by the lien against the Lot as provided for in this Declaration. No bids need to be obtained by the Association for any of this work and the Association shall designate the contractor in its sole discretion. The Association shall not be liable to the Owner for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of the exercise of the rights in this Section.

**5. Section 8.2 of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety, and the following is substituted in its place (substantial rewording. See Master Declaration for current text):**

**8.2 Lawns, Landscaping; Sprinkler Systems.** All portions of each Lot not covered by a Residence, walkways, sidewalks, and/or driveways shall be maintained by the Owner of that Lot. Stone, gravel, or paving may not be used as a substitute for grass and/or other permitted landscaping materials in or on any Lot; provided, however, that Owners may install "Florida Friendly Landscaping" as permitted by law and approved in advance by the ARB. Any change or removal of soft-scape will require approval of the ARB. Certain areas as determined by the County or other governmental agency having jurisdiction shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the residential Structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency. Lawns must be regularly cut and mulched areas regularly re-mulched. Each Owner shall solely be responsible for the maintenance, upkeep, repair, and/or replacement of any swale, drainage easement, and/or portion of the

surface water management system located in and/or on that Owner's Lot between the street and the sidewalk, and each Owner shall maintain the swale, drainage easement, and/or portion of the surface water management system located in and/or on that Owner's Lot in good condition at all times. Notwithstanding anything to the contrary in this Declaration, each Owner shall be solely responsible for the routine cleaning, weeding, maintenance, and/or upkeep of that portion of the sidewalk within and/or directly in front of that Owner's Lot, and each Owner shall keep such portion of the sidewalk in good condition at all times. The Association shall not be responsible for any walkway, path, driveway, and/or paved area that exclusively serves and/or is meant to only be utilized on any Owner's Lot (for example, but not as a limitation, walkway to front door of the Residence).

High weeds, underbrush, grass, and/or other unsightly vegetation shall not be permitted to grow or remain upon any Lot, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot. If any Owner permits the growth of such weeds, high grass, underbrush or other unsightly vegetation, and fails to correct same after reasonable notice by the Association, the Association shall have the right to enter upon the premises and make such corrections; and if it does so the Association may charge the responsible Owner for the cost of the corrections, plus an administrative charge not to exceed ten percent (10%) of the cost of the corrections. Until paid, this Charge shall be the equivalent of an Assessment, constitute a lien against the offending Lot, and the Association shall have the authority to collect such Charge in the same manner as an Assessment in accordance with Article VI of this Declaration. All lawns, landscaping and sprinkler systems and all Residences, improvements and appurtenances shall at all times be kept in safe and attractive condition, and all Residences shall be maintained in a finished, painted and attractive condition. Each Owner shall be responsible for keeping the interior and exterior of that Owner's Lot and/or Residence in a clean, safe and orderly condition and in good repair. If any Owner fails and/or refuses to perform the required maintenance and/or repairs, and continues to fail and/or refuse to correct same after reasonable notice by the Association, the Association shall have the right to enter upon the Lot and make such corrections; and if it does so the Association may charge the responsible Owner for the cost of the corrections. Until paid, this Charge shall be the equivalent of an Assessment, constitute a lien against the offending Lot, and the Association shall have the authority to collect such Charge in the same manner as an Assessment, in accordance with Article VI of this Declaration. The Board shall have the authority to adopt and/or enforce Rules and Regulations regarding maintenance and/or upkeep standards for Lots and/or Residences.

6. **Section 8.3 of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety, and the following is substituted in its place (substantial rewording. See Master Declaration for current text):**

8.3 Driveways and Mailboxes. Each driveway located on a Lot shall be maintained in the style originally established and/or as may be approved by the Association through the ARB. Any and all modifications of any type to any driveway on a Lot must first be submitted to and approved by the ARB before the commencement of any such modification. With respect to driveways, culverts installed therein shall be of a type and quality approved by the Association

through the ARB and the grade of same shall be set by the ARB. Any and all repairs, replacements, restorations, and/or renovations of a driveway on a Lot that exceeds more than twenty-five percent (25%) of the surface area of that driveway must first be submitted to and approved by the ARB before the commencement of any such repairs, replacements, restorations, and/or renovations regardless if that driveway will maintain the style originally established and/or originally approved by the Association and/or the ARB. Individual mailboxes shall be prohibited on any portion of the Property unless submitted to and approved in advance by the ARB. The ARB and/or the Association shall have the right to adopt additional rules, guidelines, and/or criteria for driveways and/or mailboxes, including without limitation, color, finish, size, location, and/or appearance.

7. **Section 8.26 of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is hereby deleted in its entirety, and the following is substituted in its place (substantial rewording. See Master Declaration for current text):**

8.26 Play Equipment, Strollers, Swing Sets. Basketball hoops, hockey nets, trampolines, badminton nets, soccer nets, swings, jungle gym sets or children's recreational sets and similar equipment or apparatus of any kind are not permitted within the Property except during the time period between dawn and dusk and subject to this Section 8.26. The item(s) must be put away before dusk; provided, however, that any such equipment may be kept in a backyard if appropriately screened and/or not visible from the street and/or sidewalk. No bicycles, riding toys, riding equipment, strollers, sports equipment of any kind, skateboards, scooters, toys of any kind shall be kept, left, stored, and/or abandoned on any street, sidewalk, portion of the Common Area, and/or exterior of any Lot when not in use. No sports equipment or recreational apparatus can be permanently and/or temporarily mounted to the exterior of a Residence and/or installed or constructed upon the exterior of a Lot, unless approved in advance by the ARB. The Board shall have the authority to grant variances or waivers to the requirements of this Section 8.26; provided, however, prior written notice is provided to adjacent Owners within one hundred feet (100') of the location of the variance and/or waiver. Basketball hoops, hockey nets, trampolines, badminton nets, soccer nets, swings, jungle gym sets or children's recreational sets and similar equipment or apparatus are not permitted to be used and/or operated within the streets, roadways, and/or Common Areas within the Property.

8. **Article VIII of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions is hereby amended by adding new Sections 8.41, 8.42, 8.43, 8.44, and 8.45 to read as follows:**

8.41 Lighting. Except as may have been initially installed in connection with the development of the Property, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot and/or Residence without the prior approval of the ARB, which may be denied if the ARB finds that the proposed lighting is likely to allow unreasonably disturbing quantities of light to be reflected on any other Lot and/or Residence, or upon any Common Areas

or any part thereof. Low intensity lighting, including for example normal and customary holiday lighting and decorations, which do not unreasonably disturb the other Owners or Occupants of the Property, shall be allowed.

8.42 Drones. No drones and/or unmanned aerial vehicles of any kind shall be used, operated, released, and/or flown within any portion of the Property, unless the written approval of the Association, through its Board of Directors, is obtained in advance of such use, operation, and/or release. Drones may be allowed for footage of home sales and/or surveys. The use of drones must follow the Federal Aviation Administration (FAA) and only photograph the boundary and property line.

8.43 Garage Doors. All Residences shall have and maintain operational garage doors. All garage doors shall remain closed at all times when not in use for entry and/or exit to or from the garage. Garages should be maintained for the primary purpose of parking and/or storage of vehicles, and no garage shall be converted and/or modified into a living space of any kind.

8.44 Firearms. Discharge of firearms of any type is prohibited on and/or in any portion of the Common Areas; provided, however, the Association, its Board of Directors, and/or the Association's officers, employees, agents, and community association management company shall not have any duty and/or obligation to become physically involved to stop or prevent any such discharge. For purposes of this Section, the term "firearms" shall include, but is not limited to, handguns, rifles, shotguns, BB guns, crossbows, paintball guns, and/or any other type of weapon that expels a projectile of any type. Notwithstanding anything to the contrary in this Section, "Nerf" products or similar that expel a projectile comprised primarily of foam and/or guns that expel water only shall not be considered to be firearms for purposes of this Section 8.44.

(The Remainder of the Second Amended and Restated Timacuan Master Declaration of Covenants, Conditions and Restrictions Remains Unchanged)

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