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*Prepared by and when
recorded mail to:*

DONNA J. FELDMAN, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, FL 33764

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TRIPLE CREEK**

This Second Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek (this “**Amendment**”) is made by **TC VENTURE 1, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (the “**Declarant**”).

RECITALS

A. By virtue of that certain Assignment and Assumption of Non-Exclusive Rights recorded in Official Records Book 19815, Page 645, and that certain Assignment recorded in Official Records Book 19819, Page 1323, each of the Public Records of Hillsborough County, Florida (“**Public Records**”), Declarant is the “**Declarant**” under that certain Declaration of Covenants, Conditions and Restrictions for Triple Creek, recorded in Official Records Book 18142, Page 1695, as amended by the Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions for Triple Creek, recorded in Official Records Book 18142, Page 1894, and as amended by the First Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek, recorded in Official Records Book 19813, Page 102, each of the Public Records (collectively, the “**Declaration**”).

B. Pursuant to Article XX, Section 20.1 of the Declaration, Declarant may amend unilaterally the Declaration, as provided therein.

NOW, THEREFORE, Declarant hereby declares that every portion of the Community is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals; Capitalized Terms; Amendments. The foregoing Recitals are true and correct and are incorporated into this Amendment by this reference. All capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration. Words in the text which are lined through (————) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

2. Changes in Ownership of Lots. Article XVIII of the Declaration is hereby amended as follows:

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Any Owner, other than Declarant, or any Declarant Affiliate, desiring to sell or otherwise transfer title to his or her Lot shall obtain an estoppel certificate from the Association prior to the transfer to verify the amount of any assessments owed, and give the Board at least 14 days' prior written notice within thirty (30) days after the transfer of the name and address of the purchaser or transferee, the date of such transfer of title, and such other information as the Board may reasonably require. Notwithstanding the transfer of title, the transferor shall continue to be jointly and severally responsible with the transferee for all obligations of the Lot Owner, including, without limitations, assessment obligations, until the date upon which the ~~Board~~ Association receives such notice, after which the original Owner shall be released from the obligation to pay assessments levied after the date ~~such notice is received~~ of such transfer.

3. Validity of Amendments. Section 20.4 of the Declaration is hereby amended as follows:

No amendment may remove, revoke, or modify any right or privilege of Declarant or the Class "B" Member, or any authorization granted by Declarant to a builder in a recorded instrument, without the written consent of Declarant or the Class "B" Member, respectively (or the assignee of such right or privilege). If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that the Owner has the authority to consent, and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment, if required by applicable laws, permits and/or approvals.

Any amendment shall become effective upon the earliest of (a) actual notice; (b) recording; or (c) later effective date specified in the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

4. General. This Amendment shall become effective upon its recordation in the Public Records. Except as hereby amended, the Declaration shall remain in full force and effect in strict accordance with its terms. In the event of any conflict between the terms of the Declaration, as amended by this Amendment, and the terms of the Articles or By-Laws, the terms of the Declaration, as amended, shall control. This Amendment shall run with the title to the Lots and shall bind and inure to the benefit of all Owners and their successors and assigns.

[Signature on following page.]

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[Signature Page to Second Amendment]

IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Amendment to be executed by its duly authorized representatives as of this 30th day of May, 2012.

WITNESSES:

“DECLARANT”

[Signature]
Print Name: Donna J. Feldman

TC VENTURE 1, LLC,
a Delaware limited liability company

[Signature]
Print Name: Eric Wilson

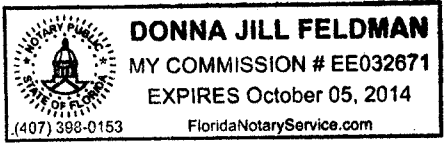
By: [Signature]
Name: Graydon Miers
Title: Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 30th day of May, 2012 by GRAYDON B. MIERS, as Vice President of TC Venture 1, LLC, a Delaware limited liability company, on behalf of the Company. He is personally known to me or has produced _____ as identification.

AFFIX NOTARY STAMP

[Signature]
Signature of Notary Public



(Print Notary Name)
My Commission Expires: _____