

FELDMAN & MAHONEY, P.A.

Donna J. Feldman
Christina M. Breiner
Jessica Paz Mahoney*
*Board Certified in
Real Estate Law

19321-C U.S. Highway 19 North
Suite 600
Clearwater, Florida 33764

Telephone: 727.536.8003
Facsimile: 727.536.7270

Writer's e-mail:
dfeldman@djflaw.com

VIA FEDERAL EXPRESS

February 19, 2014

Patti McDonald, LCAM
Evergreen Lifestyles Management
10401 Dartington Drive
Fort Myers, Florida 33913

Re: Third Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek

Dear Patti:

Please find enclosed the *original* Third Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek, which was recorded in Official Records Book 22415, Page 649 of the Public Records of Hillsborough County, Florida.

Please feel free to call me if you have any questions regarding the enclosed. Thank you.

Very truly yours,

FELDMAN & MAHONEY, P.A.

Donna J. Feldman

DJF/aej

Enclosure

cc: Graydon E. Miars (via email)

*Prepared by and when
recorded mail to:*

Donna J. Feldman, Esq.
FELDMAN & MAHONEY, P.A.
19321-C U.S. Highway 19 North
Suite 600
Clearwater, Florida 33764

INSTRUMENT#: 2014052400, O BK 22415
PG 649-651 02/14/2014 at 10:57:03 AM,
DEPUTY CLERK: CLEWIS Pat Frank, Clerk of
the Circuit Court Hillsborough County

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

This Third Amendment to Declaration of Covenants, Conditions and Restrictions for Triple Creek (“**Amendment**”) is made as of February 5, 2014, by **TC VENTURE 1, LLC**, a Delaware limited liability company, whose address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**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 supplemented 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 recorded in Official Records Book 19813, Page 102, and Second Amendment recorded in Official Records 21182, Page 575, each of the Public Records (collectively, the “**Declaration**”).

B. Pursuant to Article III, Section 3.2(a), Declarant may add to the Use Restrictions during the Class “B” Control Period. The Class “B” Control Period remains in effect as of the date hereof.

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. 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.

2. Amendments. Exhibit "C," "Initial Use Restrictions," is hereby amended as follows:

(a) Section 2(j) is hereby deleted in its entirety.

(b) The following Section 4 is hereby added:

4. Garbage and Trash Receptacles. No Owner or resident shall place or dump any garbage, trash, refuse or other materials on any portions of the Community. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot. All garbage, trash, refuse or rubbish must be placed in containers, dumpsters and other garbage receptacles approved by the Association. All containers, dumpsters, or garbage receptacles shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. Garbage, trash, refuse or rubbish receptacles that are required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00p.m. on the day before the scheduled day of collection, but not sooner, and any trash receptacles must be removed on the collection day after the pick-up. No noxious or offensive odors shall be permitted.

3. 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.]

[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 5 day of February 2014.

WITNESSES:

[Signature]
Print Name: Christine D. Eggleston

[Signature]
Print Name: Carla G. Durand

“DECLARANT”

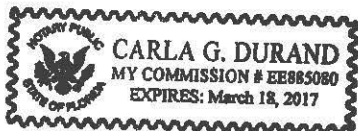
TC VENTURE 1, LLC,
a Delaware limited liability company

By: [Signature]
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 5 day of February, 2014 by Grady E. Miars, as _____ 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
[Signature]
(Print Notary Name)
My Commission Expires: 3/18/17