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**AMENDMENT TO THE  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
TURTLE CREEK EAST II**

The Declaration of Covenants, Conditions and Restrictions of Turtle Creek East II has hereto been filed in the Public Records of Martin County, Florida commencing at Official Record Book 802, Page 2686, amended at Official Record Book 992, Page 108, Official Record Book 1107, Page 1198 and Official Record Book 1114, Page 2322, respectively. The same Declaration is hereby amended as approved by the owners at a meeting held April 17, 1995.

1. Article 28 of the Declaration of Covenants, Conditions and Restrictions is amended as follows:

28. Uniform Use Restrictions

28.1 Vehicles. No trailer of any nature, campers, boats, motorcycles, bikes, ATVs, recreational vehicles, trucks (other than four-wheel passenger automobiles), vehicles with a commercial license, unserviceable vehicles or other similar vehicles shall be placed, parked or stored upon any portion of the Property or any Lot, nor shall any maintenance or repair be performed upon any boat, trailer or motor vehicle of any nature, unless such placement, parking, storage or maintenance, as the case may be, is within a building so that the same is totally removed from public view of any nature. No golf cart shall be parked or kept upon any portion of the Property or any Lot, except for in an enclosed garage or specially designed golf cart shed, provided any such enclosure is approved by the Association or the Committee in accordance with the requirements of this Declaration. Notwithstanding the foregoing restriction of this Paragraph, service and delivery vehicles may park on a temporary basis during regular business hours, as the same may be needed to provide services or deliveries.

28.2 Traffic Rules. All parking regulations and traffic regulations and safety rules from time to time posted or promulgated by the Association shall be obeyed.

28.3 Antennas. No exterior antenna or aerial of any kind may be erected or maintained anywhere on the Lots.

28.4 Weeds. No weeds, underbrush or other unsightly growths shall be permitted upon the Lots and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.

28.5 Parking Areas. No parking stripes other than driveways are permitted except as previously approved in writing by the Association or Committee.

28.6 Pets. All pets and animals shall be restricted to those animals generally considered as household pets, such as dogs, cats or birds, and must be contained upon the premises of respective Owners. Obnoxious animals such as cows, horses, swine, goats, fowl, etc., are specifically prohibited. Notwithstanding the above provisions, no pets or animals which constitute a danger or a nuisance to surrounding Owners shall be kept upon the Lots. All pets must be on a leash while not on the Owner's Lot. Owners shall immediately clean any animal waste.

28.7 No Member Control of Employees. No Owner or occupant of any dwelling may direct, supervise or in any manner attempt to assert control over the employees or agents of the Association.

28.8 Solicitation. There shall be no solicitation by any person anywhere in the Properties for any cause, charity or any purpose whatsoever unless specifically authorized by the Board of Directors.

28.9 Insurance. Each Owner shall keep his dwelling insured against damage from fire, windstorm and other ordinarily insured casualties in an amount equal to the highest insurable value of the dwelling.

28.10 Occupancy. Occupancy of a Lot or dwelling must comply with all provisions of Governing Documents.

28.11 Outside Lighting. Except as may be initially installed by Declarant, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Areas or any part thereof without the written authorization of the Board. Other types of low intensity lighting which do not disturb the Owners or other occupants of the Lots shall be allowed with the approval of the Association or Committee.

28.12 Commercial Activities. No business or commercial activity shall be conducted on the Lots, except the construction of improvements or the maintenance of sales offices or models by Declarant on a Lot for sale of dwellings in the ordinary course of business.

28.13 Repainting. No exterior of a dwelling or fence shall be repainted in a color which is different from the previous color without prior approval of the Association.

28.14 Subdivision. No Lot shall be subdivided. No Lot intended for construction of a zero-lot line dwelling shall be combined with any other such Lot for construction.

28.15 Reconstruction. In the event any dwelling is destroyed or removed by or for any cause, it shall, if replaced, be replaced with a dwelling of similar size and type.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 24<sup>th</sup> day of May, 1995.

WITNESSES:

Jennifer Cybul  
Witness signature  
Jennifer Cybul  
Printed Name of Witness

Vanda M. Roberson  
Witness signature  
Sandra M. Robinson  
Printed Name of Witness

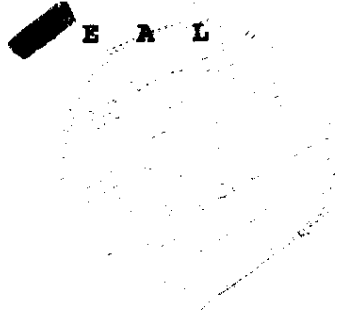
Jennifer Cybul  
Witness signature  
Jennifer Cybul  
Printed Name of Witness

Vanda M. Roberson  
Witness signature  
Vanda M. Robinson  
Printed Name of Witness

TURTLE CREEK EAST  
OWNERS ASSOCIATION, INC.

By: Robert M. Hoffmeier  
Robert Hoffmeier, President

By: Helen P. Semmes  
Helen Semmes, Secretary



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 1995, by Robert Hoffmeir and Helen Semmes [] who are personally known to me [ ] who have produced identification [Type of Identification: \_\_\_\_\_]

Vicki Jeanine ...  
signature  
Commission # 135787410N

[Commission Stamp/Seal]  
Notary Public, State of Florida  
My Commission Expires Sept. 24, 1995  
Bonded Thru Troy Fain - Insurance Inc.

**CERTIFICATE**

Turtle Creek East Owners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Covenants, Conditions and Restrictions of Turtle Creek East II, a copy to which this is attached, were duly and regularly adopted and passed by the owners of Turtle Creek East, at a meeting held on April 17, 1995.

EXECUTED this 24<sup>th</sup> day of May, 1995.

WITNESSES:

Jennifer Cybul  
Witness signature

Jennifer Cybul  
Printed Name of Witness

Debra ...  
Witness signature

Sandra M. Robinson  
Printed Name of Witness

TURTLE CREEK EAST  
OWNERS ASSOCIATION, INC.

By: Robert M. Hoffmeir  
Robert Hoffmeir, President

Jennifer Cybul  
Witness signature

Jennifer Cybul  
Printed Name of Witness

[Signature]  
Witness signature

Jandra M. Robin  
Printed Name of Witness

By: Helen Semmes  
~~Helen Semmes~~, Secretary



STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 1995, by Robert Hoffmeir and Helen Semmes [  ] who are personally known to me [  ] who have produced identification [Type of Identification: \_\_\_\_\_].

Jicki Jeanine Carallo  
Signature  
Commission #135157

Commission Stamp/Seal  
Notary Public, State of Florida  
My Commission Expires Sept. 24, 1998  
Bonded Thru Troy Fols - Insurance, Inc.



LAST PAGE

This Document Prepared By: Wackeen, Cornett & Googe, P.A.  
Post Office Box 66, Stuart, FL 34995

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