

This instrument was prepared by  
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Vero Beach, Florida 32960  
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RECORDED IN THE PUBLIC RECORDS OF  
JEFFREY R SMITH, CLERK OF COURT  
INDIAN RIVER COUNTY FL  
BK: 2715 PG: 311 Page 1 of 2 10/31/2013 9:39 AM

(DO NOT WRITE ABOVE THIS LINE)

**FIRST AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND EASEMENTS  
FOR TIMBERLAKE**

THIS FIRST AMENDMENT to the Declaration of Covenants, Conditions, Easements, Rights, Limitations, and Restrictions for TIMBERLAKE is made and executed this 22<sup>nd</sup> day of October, 2013, by GHO TIMBERLAKE CORP., a Florida corporation, its successors and/or assigns ('the Developer') with the consent of The Timberlake - Vero Beach Homeowners Association, Inc., a Florida not for profit corporation by William Handler, its President, with the approval of no less than a majority of the owners of the lots in TIMBERLAKE ('the Subdivision').

**WITNESSETH**

WHEREAS, the Timberlake - Vero Beach Homeowners Association, Inc. is governed by those certain Declaration of Restrictions Applicable to the TIMBERLAKE, recorded on February 15, 2007, in Official Records Book 2134, Page 1128, of the Public Records of Indian River County, Florida; ( 'the Declaration') and

WHEREAS, the original developer of the Subdivision assigned all of its rights as developer and Declarant under the Declaration by way of that certain Assignment of Developer's Rights recorded in Official Records Book 2459, Page 1207, of the Public Records of Indian River County, Florida; and

WHEREAS, the Association may amend the Declaration upon the affirmative vote of at a majority of the total voting interests; and

WHEREAS, the Association consents to the amendment of the Declaration in the following manner;

NOW THEREFORE, the Timberlake - Vero Beach Homeowners' Association, Inc. does hereby declare that Declaration shall be amended as follows:

1. Article I - Definitions 1.11: "Declarant Control Period" means and refers to the period of time commencing upon the filing of this the Declaration in the Public Records of Indian River County, Florida and continuing until such time as a Board of Directors of the Association is first elected by the Owners (as provided for in Section 2.8 of this Declaration) as per the First Amendment to the Declaration. The Declarant Control Period shall be deemed to have been in continuous existence from its inception with the recording of the Declaration and will continue until terminated pursuant to the amended provisions of 2.8.
2. Article I - Definitions 1.26: "Turnover Date" means and refers to that date when the earlier of (i) the date that Declarant allows the other owners to elect a majority of the Board of Directors; or (ii) the date that Declarant is required to allow the other members to elect a majority of the Board of Directors pursuant to Fla. St. 720.307.
3. 2.2 Voting Rights. The Association shall have two (2) classes of voting rights.
  - (a) Class A. All Owners shall have Class A voting rights that entitle the Owner to one (1) vote for each Lot owned; provided, until such time as Declarant's Class B voting rights expire (as provided hereafter), the Declarant shall have no Class A voting rights. When more than one person holds title to any Lot, the Class A vote for such Lot shall be exercised as the title holders determine themselves, but in no event shall more than one (1) vote be cast with respect to any Lot. Multiple Owners of a single Lot, and corporations, partnerships and other entities, shall notify the Association in writing of the natural person who shall exercise their/its vote.
  - (b) Class B. The Declarant shall have Class B voting rights that entitle the Declarant to ten (10) votes for each Lot owned by the Declarant; provided, the Declarant's Class B voting rights shall automatically expire without further force or effect upon the first to occur of the following events, at which time Declarant will immediately acquire Class A voting rights identical to those of any other Owner for each Lot owned or retained by Declarant:
    1. Three (3) months after ninety percent (90%) of the Lots have been conveyed to Lot purchasers other than the Declarant; or
    2. Five (5) years following the date of recording of conveyance of the first Lot by Declarant; or
    2. The Declarant chooses, by written notice to all Owners, to extinguish its Class B voting rights.

It is the intent of this Declaration and this amendment that the Declarant shall be treated as though its Class B voting interests have not been previously extinguished or otherwise terminated and any provision in the Declaration that is conditioned on the existence or the lack of termination of Declarant's Class B voting rights shall be interpreted as if no interruption in the existence and status of said voting rights occurred.
4. 2.7 Initial Declarant Controlled Board. Until such time as a Board of Directors is first elected by the Owners (that are not Declarant and/or the Developer) pursuant to Section 2.8, the persons to serve as the Board of Directors shall be as set forth in the Articles or otherwise appointed by the Declarant, and the Declarant may from time to time remove, substitute or replace any Director by notice to all Owners and/or the Declarant may exercise and perform all rights, powers and duties of the Board directly through Declarant's president or any other authorized officer of Declarant.

5. 2.8 First Elected Board. At any time prior to such time as the Class B voting rights shall expire in accordance with Section 2.2 (as amended), but not later than immediately following such expiration of the Class B voting rights, the Declarant shall give notice thereof to all Owners; and the Owners shall, within sixty (60) days thereafter, in accordance with the applicable nominating and voting provisions of the Bylaws, elect a new Board, consisting of at least three (3) directors; provided, however, notwithstanding anything to the contrary, so long as Declarant shall hold one or more of the Lots for sale or resale in the ordinary course of business, Declarant shall be entitled to appoint (and substitute or replace from time to time) at least one (1) additional director to serve as an additional voting member of the Board.

Upon the recordation of this Amendment in the Public Records, it shall be and become a part of the Declaration. Unless otherwise modified herein, the Declaration shall otherwise remain in full force and effect.

IN WITNESS WHEREOF, TIMBERLAKE Property Owners' Association, Inc. has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Michael S. Scally  
Witness Signature  
Michael S. Scally  
Witness Print Name  
[Signature]  
Witness Signature  
Barbara G. Gera  
Witness Print Name

TIMBERLAKE - VERO BEACH HOMEOWNERS'  
ASSOCIATION, INC., a Florida not for profit corporation

[Signature]  
By: William Handler  
Its: President

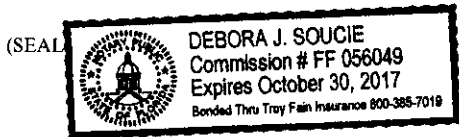
Michael S. Scally  
Witness Signature  
Michael S. Scally  
Witness Print Name  
[Signature]  
Witness Signature  
Barbara G. Gera  
Witness Print Name

GHO TIMBERLAKE CORP., a Florida corporation

[Signature]  
By: William N. Handler  
Its: Managing Member

STATE OF FLORIDA  
COUNTY OF Santa Lucia

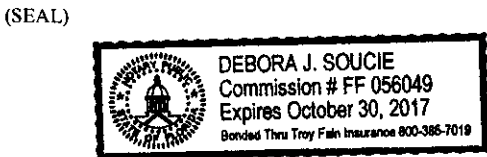
The foregoing instrument was acknowledged before me this 28 day of October, 2013, by William Handler as President of Timberlake - Vero Beach Homeowners' Association, Inc. a Florida not for profit corporation, who is personally known to me or who has produced N/A as identification and who did take an oath.



[Signature]  
Notary Public

STATE OF FLORIDA  
COUNTY OF Santa Lucia

The foregoing instrument was acknowledged before me this 28 day of October, 2013, by William N. Handler as President of GHO TIMBERLAKE CORP., a Florida corporation, who is personally known to me or who has produced N/A as identification and who did take an oath.



[Signature]  
Notary Public