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Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202260051277 Date: 10/27/2022 Time: 3:23PM
Page 1 of 3 B: 4365 P: 242 By: BO

AFTER RECORDING RETURN TO:
✓ Tracy's Point Community Club
PO Box 301
Lake Panasoffkee, FL 33538-0301

FIRST AMENDMENT TO THE REVIVED DECLARATION OF
COVENANTS
FOR
TRACY'S POINT COMMUNITY CLUB, INC

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, FOR
TRACY'S POINT COMMUNITY CLUB (this *First Amendment*) is made as of the
date set forth below by Tracy's Point Community Club, Inc. (hereinafter referred to as
"Association").

INTRODUCTORY PROVISIONS

WHEREAS, the Revived Declaration of Covenants, for Tracy's Point Community
Club, Inc. was executed on January 15, 2013, and is recorded as Instrument No. 201360003568 in
Book 2558 Page 51 of the Public Records of Sumter County, Florida (the *Declaration*); and

WHEREAS, under Section 4.2 of the Declaration, the Members of the Association may
amend the Declaration by the affirmative vote or written consent of at least 2/3 of the eligible
members in the Association; and

WHEREAS, the following amendment to the Declaration have been approved by at least
2/3 of the Association's Eligible Members.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 7.1 of the Declaration is hereby deleted and amended to read, in its entirety, as
follows:

***7.1 No trailer, mobile home, manufactured home,
modular home, tent, garage or other out-building
shall ever be used on any part of said property for
residential purposes. This restriction shall be waived
only in a situation where the lot is vacant when***

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Page 2 of 3 B: 4365 P: 243 By: BO

purchased, or where the dwelling is not ready for occupancy when purchased; in that event, a trailer or temporary dwelling may be permitted on lot or lots for a maximum period not to exceed ninety (90) days, said period to be used for completion of permanent dwelling. In other words, trailers, and/or temporary dwellings will be permitted only for periods of actual construction, and in no event for a period of longer than ninety (90) days.

IN WITNESS WHEREOF, the Board of Directors of Tracy's Point Community Club, Inc. has caused this First Amendment to the Declaration to be filed with the office of the Clerk of the Court, of Sumter County, Florida and is made to be effective as of the 19th day of OCTOBER 2022.

TRACY'S POINT COMMUNITY CLUB, INC.

By:

Paul E. Lauer

PAUL E LAUER, Director

**CERTIFICATION OF APPROVAL OF THE
FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
FOR TRACY'S POINT COMMUNITY CLUB, INC.**

I Marshall Engelman, the duly-elected President of Tracy's Point Community Club, Inc. hereby certifies:

That the First Amendment to the Declaration of Covenants, for Tracy's Point Community Club, Inc. ("**Declaration**") was approved by the affirmative vote of at least 2/3 of the Eligible Members of Tracy's Point Community Club, Inc. ("**Association**") as evidenced and recorded in the records of the Association, and that the same does now constitute an official amendment to the Declaration of the Association and shall be filed with the office of the Sumter County Clerk of the Court, and recorded in the Public Records of Sumter County, Florida.

By Marshall Engelman, President

STATE OF FLORIDA §
 §
COUNTY OF SUMTER §

Sworn to and subscribed before me this 19th day of October, 2022 by Marshall Engelman, as President of Tracy's Point Community Club, Inc., on behalf of the corporation. He () is personally known to me or (X) has produced FL DL as identification.



by means of physical presence or online notarization

Liza C. Demars
Signature of Notary

Liza C. Demars
Printed or typed name Notary

THUNDERBIRD TERRACE AND TRACY'S POINT SUBDIVISIONS

AND ADDITIONS THERETO (aka TRACY'S POINT COMMUNITY (TPC))

REVIVED DECLARATION OF COVENANTS

The following covenants and restrictions, are now being revived and recorded by Tracy's Point Community Club, Inc. (herein after referred to as TPCC Inc., TPCC, The Club or Association), of Lake Panasoffkee, Florida, as covenants running with the land. These have been designed to increase the pleasure and enjoyment of those owning homes or home sites herein and to protect their property rights, and for the purpose of maintaining high property values of all properties in the community.

These revived covenants shall take precedence over and replace in their entirety all former declarations of covenants and restrictions pertaining to the properties of the Tracy's Point Community (TPC) and now a matter of record and filed in the public records of Sumter County, Florida. These Covenants are revived in accordance with the 2009 Florida Statutes, (ss.712.11) and in accordance with the procedures and requirements of Florida Statutes (ss. 720.403-720.407).

Specifically, these covenants revive the Thunderbird Terrace Subdivision and Tracy's Point Subdivision Amended Restrictions recorded in OR 41, pages 420-422, on 17 August 1962 and the amendment thereof in OR 45, page 684, on 7 February 1963, as recorded in the public records of Sumter County, Florida. These restrictions, which were considered, ordered, adjudged and declared to be "valid and binding upon all property located within Tracy's Point" by the Circuit Court of the Fifth Judicial Circuit of the State of Florida in and for Sumter County, Florida with the FINAL JUDGEMENT recorded in OR Book 113 pages 278 & 279, of the Public Records on Sumter County, Florida on October 6, 1970, are in excess of 30 years old and may have lapsed under the terms of Chapter 712 of the Florida Statutes. This Revived Declaration of Covenants **shall** cause these restrictions (relaxed, clarified, updated or modified to meet Chapter 712 and 720 and other State, Local or other legal requirements) to once again become binding on each of the owners and part of any agreement, deed or transfer of the properties herein described.

The Sections below group common concepts for ease of use and understanding. References to appendices, attachments, reference documents (ref. #), clarification notes and the Original Deed Restrictions Number (ODRN #) are provided as needed for clarity and continuity.

Section 1. Tracy's Point Community Properties Legal Descriptions, Area maps and County Indices

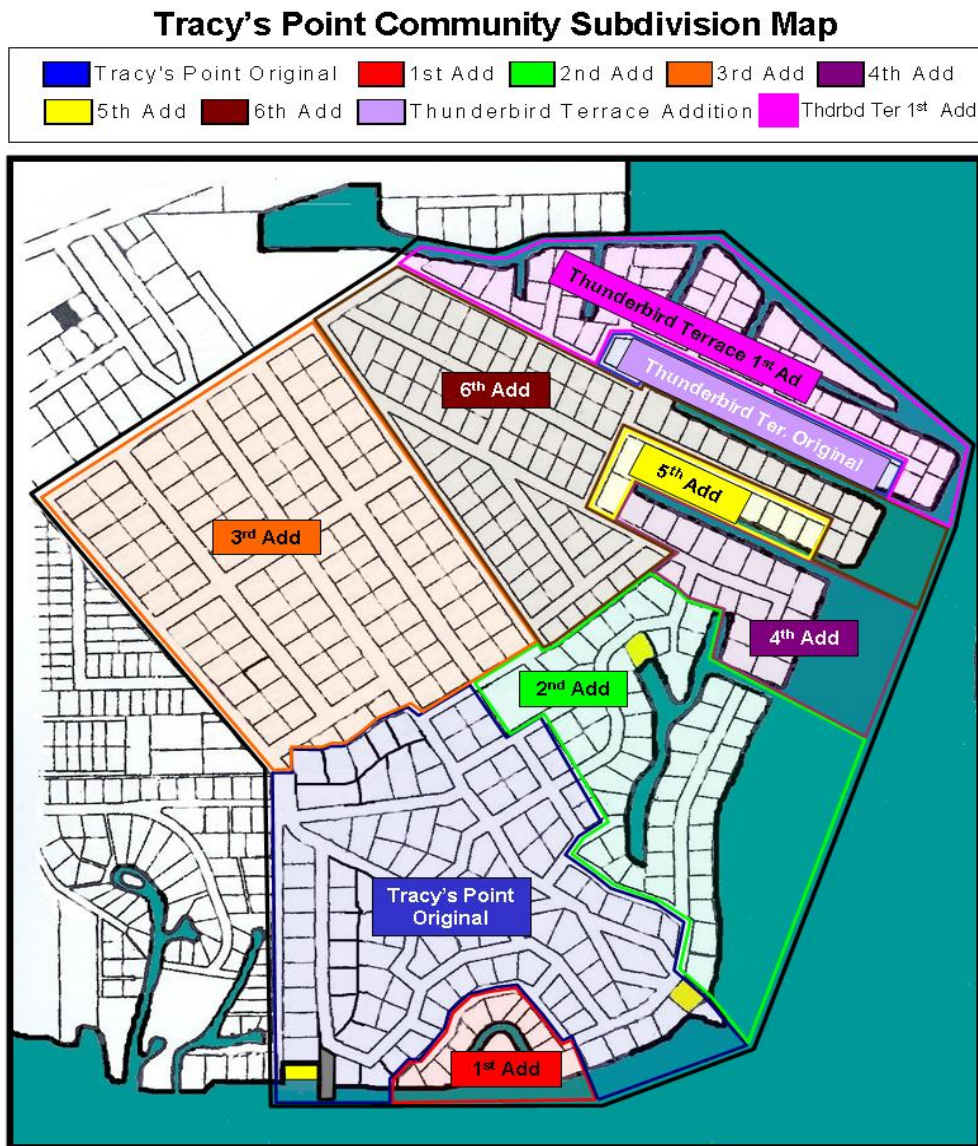
1.1 The properties (Thunderbird Terrace and Tracy's Point Subdivisions/additions parcels/lots) subject to this Declaration of Covenants are all contained in, and are limited to, those identified by the Clerks Certificate, Tracy's Point Subdivision and Thunderbird Terrace Subdivision, as recorded in Official Record Book 2123, at Page 209, et. seq., of the public records of Sumter County, Florida, said Certificate being presented in section 1.3 below.

The complete Legal Descriptions for all the parcels/lots, identified under these County Index Numbers, Subdivision and Addition Names, and the Plat Maps in the Books and Pages as shown on said Certificate, are contained and maintained on the County Property Appraisers/Tax Collectors Tax Rolls and available on their website pages. Additionally, TPCC has caused to be created an information table of parcels and legal descriptions (see **Ref. A**) from these Tax Rolls, current as to that data and the time

frame of the Revived Declarations generation, which is on file with the Clubs records, detailing then current owner's names, addresses, legal descriptions, and individual Parcel ID numbers. This community/property information, as of the date of adoption of this Revived Declaration, is provided herein below.

1.2 Tracy's Point Community (TPC) Graphical Depiction Area Maps

1.2.1 Graphic Area map showing Subdivisions/Additions included in the TPC



1.2.2 Graphic Area map showing streets/assigned addresses included in the TPC

Community Map

■ WATER ■ COMMON AREAS ■ UNDEVELOPED ROADWAYS



1.3 Sumter County Clerk Certificate of TPC Subdivisions/additions and County Parcels Index

Rec 10.00
 Clerk Fee 7.00
 Copy 1.00
 18.00

PREPARED BY AND RETURN TO: ✓
 Tracy's Point Community Club, Inc.
 P.O. Box 301, Lake Panasoffkee, Florida 33538

SUMTER COUNTY, FLORIDA
 GLORIA HAYWARD, CLERK OF CIRCUIT COURT
 10/06/2009 03:28:34PM
 CERTIFICATE

PAGE 1 OF 1
 B-2123 P-209

2009 27922 8



CLERK'S CERTIFICATE

Tracy's Point Subdivision and Thunderbird Terrace Subdivision

STATE OF: Florida
 COUNTY OF: Sumter

I, Gloria R. Hayward, as Clerk of the Circuit Court of SUMTER COUNTY, FLORIDA, do hereby issue this Certificate concerning the plats and subdivisions in the Public Records of Sumter County, Florida which are known as Tracy's Point and Thunderbird Terrace Subdivisions and hereunder state the following:

1. That I am the Clerk of the Circuit Court in and for Sumter County, Florida.
2. That I have personal knowledge of all the subdivisions recorded in the Public Records of Sumter County, Florida.
3. That I know from personal knowledge that there is only one of each of the subdivisions and additions listed below in Sumter County, Florida and that each subdivision/addition was duly recorded in this office on the dates listed below and their plats appear in the listed record books, of the Public Records of Sumter County, Florida.

Subdivision Index No.	Subdivision/Addition Name	Sumter County Record Book	Recording Date
F32C	Tracy's Point (Original)	PB 2 Pg 26 ½	Aug. 2, 1954
F32D	Tracy's Point 1 st Addition	PB 2 Pg 30 ½	July 3, 1956
F32E	Tracy's Point 2 nd Addition	PB 2 Pg 29 ½	Mar. 7, 1956
F32F	Tracy's Point 3 rd Addition	PB 2 Pg 31 ½	July 3, 1956
F32G	Tracy's Point 4 th Addition	PB 2 Pg 33 ½	Sept 22, 1956
F32H	Tracy's Point 5 th Addition	PB 3 Pg 3	Oct. 8, 1957
F32J	Tracy's Point 6 th Addition	PB 3 Pg 9	Sept. 3, 1958
F32L	Thunderbird Terrace (Original-Blk A)	PB 3 Pg 28	May 3, 1961
F32M	Thunderbird Terrace 1 st Addition(Blk B)	OR 62 Pg 147	Oct. 13,1964
F32N	Thunderbird Terrace 1 st Addition(Blk C)	OR 62Pgs 146, 147 & 148	Oct. 13,1964

I, do certify that the information contained above is true and correct to the best of my knowledge and belief.

Dated at Bushnell, Sumter County, Florida, this 6th day of October, 2009.

GLORIA R. HAYWARD
 Clerk of the Circuit Court
 Sumter County, Florida.

By: _____ Deputy Clerk

Sloan Turner, DC

Section 2. Transfers and Assigns of Restrictions and Interests from Developer (Seller) to TPCC, Inc.

2.1 The Trustees (of the developers/sellers, John and Naomi Irving, et al) caused to be filed the Articles of Incorporation of Tracy's Point Community Club, Inc. (hereinafter may be referred to as "TPCC, Inc."), a corporation organized under the laws of the State of Florida. Said Articles were filed on June 24, 1963, as shown by the State of Florida, Department of State records, setting forth the purposes, powers, memberships, community property rules, regulations, use, etc. relating to the Tracy's Point Community (hereinafter, the "TPC"). On June 26, 1963, the Trustees transferred by Deed to TPCC, Inc., title to the then designated common properties of TPC as evidenced by OR 49 Page 523 of the County Records of Sumter County, Florida, to manage in accordance with the Articles of Incorporation.

2.2 On May 18, 1964, the developers granted power of attorney to the Tracy's Point Community Club, Inc., to enforce the restrictions of record in each and every plat of Tracy's Point and Thunderbird Terrace, as evidenced and recorded in OR Book 58, Page 175 of Sumter County records, to wit: "TO WHOM IT MAY CONCERN: As of the above date, we, the undersigned, do hereby give our consent and grant POWER of ATTORNEY to the TRACY'S POINT COMMUNITY CLUB, INC. to enforce the restrictions of record in each and every plat of Tracy's Point and Thunderbird Terrace, exclusive of any commercial properties and/or future developments. IN WITNESS WHEREOF, the said parties, John Irving and Naomi Irving by John Irving her attorney-in-fact, have hereunto set their hands and seals."

2.3 The personal representative (Assignor) of the estate of John Irving caused to be recorded on October 26, 2009, in the public records of Sumter County, at Official Records Book 2128, at Page 356, an Assignment of Rights Under Deed Restrictions, to TPCC, Inc. (Assignee), identifying all said deed restrictions imposed by Assignor and the subdivisions recorded in the public records, to which this transfer to Assignee applies.

2.4 As a non-profit corporation in the state of Florida, incorporated for the purposes of holding title to, managing and maintaining common properties, and maintaining and enforcing the Community Declaration of Covenants, the Club operations and procedures shall be in accordance with State Statutes Chapter 617, Chapter 712 and Chapter 720 and other State or Local laws as may be applicable.

Section 3. Additional Provisions/Statements to support State Statutes

3.1 Definitions

3.1.1 "Association" shall mean and refer to Tracy's Point Community Club, Inc., a Florida not-for-profit Corporation.

3.1.2."Articles" shall mean the Articles of Incorporation of the Association including any and all amendments or modifications thereof.

3.1.3 "By-Laws" shall mean the Amended and Restated By-Laws of the Association, including any and all subsequent amendments or modifications thereof.

3.1.4 "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for common use and enjoyment of the owners.

3.1.5 "Member" shall mean and refer to any record owner in good standing in accordance with the requirements of the Articles, By-Laws and current in any assessments or fees required.

3.1.6 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, fee simple title to any parcels (lot or lots) which is part of the TPC as defined.

3.1.7 "Parcels" shall mean and refer to the TPC parcels (lot or lots) as defined on the Tax Rolls, and as subjected to this Revived Declaration of Covenants.

3.2 Rules and Regulations. The Association shall have the power to adopt, modify, amend, and rescind reasonable rules and regulations regarding the use of the Common Areas.

3.3 Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any parcel which is subject by the provisions of these declarations to assessments by this Association, shall be a member of the Association as prescribed by the Articles and By-Laws. When any parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An owner of more than one parcel subject to assessment shall be entitled to one membership for each parcel owned by him.

3.4 Voting Rights. Every Owner of a parcel subject to assessment shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, Rules and Regulation, and this Declaration. As such, Owners shall have voting rights as prescribed by said Articles and By-Laws.

3.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privilege granted herein or therein.

3.6 Renewal Requirements. In order to preserve these declarations and the usage rights and restrictions contained in referenced c and d on the Statutory Warranty Deed, recorded in Official Records Book 2156, at page 715, of the Public Records of Sumter County, Florida, for lots owned by Steven Lind and Donna E. Lind, and their successors and assigns, applicable to all Lot owners (including the Fish Camp owners) the restrictions must be renewed in accordance with all the requirements, certifications and documentation as specified in Florida Statute 712 prior to 30 years of their respective dates of origin. The Board of Directors or interested Lot Owners should under take this effort at least two (2) years before the Marketable Record Title Act takes effect.

Section 4. General Covenants and Restrictions, Applicability, Enforcement and Continuation

4.1 Where the words "TPCC," The Club or Association is used herein it is construed that same means Tracy's Point Community Club, Inc., or their lawful assignees, beneficiaries of a trust, or their assignees, contractees, heirs, personal representatives, and assigns.

4.2. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them in perpetuity provided they are properly preserved in accordance with the noticing and requirements of Chapter 712 **prior** to 30 years after the effective date of these revived covenants. More restrictive changes to these Covenants may be made by the affirmative vote of two-thirds of the then lot owners whenever it is agreed that it is in the best interest of the Community that these changes shall be

made, and as allowable under State Statutes and the governing documents, in which case such changes shall be duly passed, evidenced and recorded. TPCC, Inc. or their assigns, reserve the right to make reasonable and less restrictive modifications, clarifications, additions, and interpretations to any and all restrictions set forth herein.

4.3. All grantees, heirs, successors, legal representatives, and assigns taking any lot or lots shall be subject to these covenants and changes.

4.4. The owner or owners of any of the above land shall have the right to sue for, and obtain an injunction, prohibitive or mandatory, to prevent the breach of, or to enforce the observance of, the restrictions set forth herein, in addition to ordinary legal action for damages or to enforce any of the restrictions herein set forth, at the time of the violation, or any time thereafter, until violation is corrected.

4.5. The failure of any land owner to enforce any restrictions, conditions/covenants or agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach, or as to one occurring prior or subsequent thereto.

4.6. If any provision of this indenture or the application of such provisions to any person or circumstances shall be held invalid, the remainder of this indenture or the application thereof of provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 5. Ingress and Egress to Lake Panasoffkee

5.1. All lots, regardless of price or location, have rights to deeded easements that insure right of ingress and egress to Lake Panasoffkee, through areas now designated (Ref. C. Declaration of Covenants, Restrictions and Easements (Boat ramp easement) as recorded on January 29, 2010, in Official Record Book 2156, Pages 718, 719 and 720 and Ref. D. Restrictions and Reservations (Parking, Foot Traffic and Ramp easements)) on the Deed of Conveyance (as recorded on January 29, 2010, in Official Record Book 2156, Pages 715, 716 and 717 of Lot 2 in Block 1 of Tracy's Point, according to the Plat thereof, as recorded in Plat Book 2, Pages 26 ½, Public Records of Sumter County, Florida, from TPCC Inc. to Steven Lind and Donna E. Lind, for the use and please of all TPC Lot Owners. This Statutory Warranty Deed is recorded in Official Records Book 2156, at Page 715, et. seq., of the Public Records of Sumter County, Florida.

5.2. Members of TPCC, Inc. in good standing in accordance with the Articles of Incorporation, By-Laws of the Corporation and any duly passed rules and regulations of the Club, may have access to other Club properties now designated or which may later be designated by TPCC, Inc. for their use and pleasure.

Section 6. Building and Construction Restrictions

6.1 All state, county and local regulations that are now in effect, and may in the future be in effect, must be complied with. The Restrictions set forth in this Revived Declaration of Covenants can not reduce or relax any lawful governmental requirements. However, in certain cases they may impose additional or more restrictive requirements for development in the Subdivision than government codes. These additional requirements are valid and binding restrictions and will be enforced by TPCC, Inc. through any

and all legal remedies available under state, local and ordinary legal actions. References to “restrictions herein” and “herein” refers to the entire Declaration of Covenants, as may be amended.

6.2 All sanitary facilities shall be installed in accordance with, and to conform with, Sumter County Board of Health Regulations. Toilets and plumbing shall be an integral part of any residence, and shall be installed before any dwelling shall be used as a residence. This is not intended to restrict a builder or Lot Owner from having a portable toilet on the premises during the actual construction period of a primary residence on a Lot.

6.3 All wood exteriors, except roofs or un-paintable siding, shall not be considered finished until painted or stained. No building shall be permitted to stand with its exterior in an unfinished condition for longer than five (5) months after commencement of construction. In the event of fire, windstorm, or other damage, no building shall be permitted to remain in damaged condition longer than three (3) months. In case of unforeseen extenuating circumstances, extensions of these periods may be requested in writing from TPCC, Inc., for which approval will not be unreasonably withheld.

6.4 All residence foundations shall be a minimum of two (2) blocks, or sixteen (16) inches above normal lot level, at floor level of main dwelling, excluding car-ports, patios, porches, but not excluding any enclosed living area. All dwellings shall be built on a solid (foundation/slab) or enclosed cement block foundation, unless otherwise approved as provided below. Residential homes planned to be supported above ground level by joists and piers or other means and meeting all State and County codes may apply for approval from TPCC, Inc., prior to start of construction.

6.5 Roofs on all structures on said property shall be of good quality material. Metal, tin, tar paper, etc. and other similar inferior types of roofing are specifically prohibited hereunder. This restriction, in regards to the metal and tin, is meant to maintain the aesthetics and value of the Community by precluding the use of barn and shed-type sheet metal and tin roofs. It shall not preclude the use of modern metal roofing systems or other types of modern roofing materials or systems designed for residential houses and communities and approved by State and County Codes for use on site-built homes in the Tracy’s Point Community, as described above.

6.6 Only one home or dwelling permitted on one lot. Such building shall not be used otherwise than as a private dwelling-house, and no such building shall be used as a block of flats or as a tenement or apartment house. All buildings shall be no more than two (2) stories high unless plans to the contrary are submitted to TPCC, Inc., and approval in writing is granted by TPCC, Inc. prior to start of construction. **Note:** Also see section 7.2 for an additional building restriction against erecting business buildings.

6.7 All homes or houses shall have a minimum of 720 square feet of floor space under one roof, exclusive of carports, garages, etc. **Note:** County Code and Zoning could require more than 720 square feet and this deed restriction minimum does not reduce the County requirements.

6.8 Plans and specifications for buildings to be erected on said lots, meeting State, County, Local Codes and the additional building restrictions herein do not have to be approved by TPCC. **Only Plans and Specifications not meeting all the requirements of these declarations require Requests for Restriction Relaxation Approvals specified herein (e.g., Sections 6.4 & 6.6) are required to be submitted to TPCC, Inc., or their assigns, for required approval in writing prior to start of construction.**

6.9 All buildings or structures, including pumps, pump houses, sheds, utility buildings, etc. shall be a minimum of ten (10) feet from all lot lines, except in the event of one person purchasing more than one lot adjacent to each other, in this case the dividing lot line or lines may be ignored. Owners of waterfront lots shall be excepted to the extent that they may construct docks, slips, etc. on or into their waterfront, except owners of canal lots who are limited to construction into the canal water to a distance of twelve (12) feet. Provided, always, that such construction conforms to State and local regulations governing navigable waters, etc. No wall or fences shall be constructed on any of the lots within one (1) **inch** of the lot line **unless adjacent lot owners agree in writing to place a single wall or fence on the lot line.**

Section 7. Tracy's Point Community Use Restrictions

7.1 No trailer, mobile home, tent, garage or other out-building shall ever be used on any part of said property for residential purposes. This restriction shall be waived only in a situation where the lot is vacant when purchased, or where the dwelling is not ready for occupancy when purchased; in that event, a trailer or temporary dwelling may be permitted on lot or lots for a maximum period not to exceed ninety (90) days, said period to be used for completion of permanent dwelling. In other words, trailers, and/or temporary dwellings will be permitted only for periods of actual construction, and in no event for a period of longer than ninety (90) days

7.2 No business building shall be erected or business of any nature conducted on the land herein described, unless described as a business lot by the sellers herein, nor shall anything be done thereon which may be or become a nuisance to the neighborhood. **Note:** Also see section 6.6 for other use restrictions.

7.3 The keeping of livestock, birds, animals, etc. shall be restricted to household pets.

7.4 No more than **two** "for sale" signs or brokers signs advertising property for sale, or for rent, of a size greater than sixteen (16) inches high by twenty four (24) inches long shall be placed on any one property, unless expressly agreed upon by TPCC, Inc. Building contractors signs, and developers (herein) signs excepted for the actual period of construction.

Section 8. Community Maintenance, Assessments, Fees and Enforcement

8.1 These lots are to be kept clean, mowed when necessary, and kept free from all unsightly structures or debris. **Clarification Note:** This covenant establishes an agreement between the Lot owner and the developer or his assigns (Now TPCC, Inc.) for the Lot Owner to maintain the aesthetics of the lots in the community as stated herein.

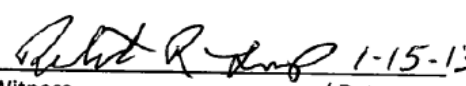
8.2 The developers have the right at any time to clean up any lots so that this restriction (8.1) is complied with, and make a reasonable charge for such service to the owner and if owner refuses to pay, to file a lien therefore. **Clarification Note:** This covenant establishes the right of the Developer (now the TPCC, Inc.) to remedy and enforce the covenants/restrictions, charge a reasonable assessment for the cost of the remedy or enforcement and take legal action if the owner fails to pay the assessment, including the right to place a lien on the owners property to recover the cost of a required assessment or fee. It should be noted, however, that under current rulings, legal advice, liabilities, etc. it is not advisable and could be unlawful to enter and clean a lot without proper permission. As such, it would

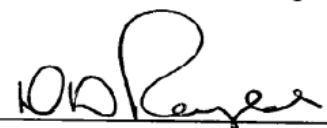
not be the enforcement approach TPCC, Inc. would take to ensure compliance in most instances, the Club would pursue any and all other legal approaches available.

8.3 Minimum yearly maintenance charge shall be \$10.00. **Clarification Note:** This covenant establishes a valid and enforceable minimum lot owner fee Currently \$25.00 per year for each subdivision Parcel (one or more lots) as identified in the Sumter County Tax rolls and the Subdivisions Legal Descriptions), being duly set by the Board of Directors in accordance with the governing documents. This Covenant (said fee) runs with the land as stated in 4.2 and is required to be paid by all parcel (lot) owners each year. TPCC, Inc. will enforce this covenant and if the owner fails to pay, use any and all legal approaches to remedy the non-compliance, including the right to sue for the breach or the placement of a lien on the property.

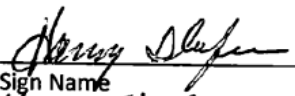
Section 9. Certifications and Notarized Signatures

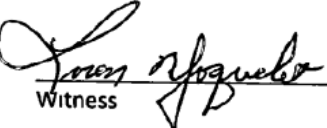
The following Directors/Officers, currently serving and having been duly elected in accordance with the governing documents, hereby submit this Revived Declaration of Covenants for the Tracy's Point Community (Thunderbird Terrace and Tracy's Point Subdivisions) and provide their signatures on behalf of Tracy's Point Community Club, Inc , to said Declaration

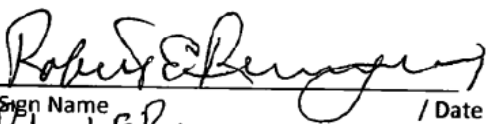

Witness / Date 1-15-13


Sign Name / Date 1-15-13
DANIEL REYNOLDS, President, TPCC, Inc
Print Name


Witness / Date 1-15-13


Sign Name / Date 1-15-13
HARRY SHAFER, Treasurer, TPCC, Inc
Print Name


Witness / Date 1-15-13


Sign Name / Date 1-15-13
ROBERT E. RUNNINGS, Secretary, TPCC, Inc.
Print Name