

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF THE TURTLE ROCK II HOMEOWNERS ASSOCIATION

2011

Please attach this addendum to your copy of the CC&R's

ARTICLE IV
CONVENANT FOR MAINTENANCE

SECTION 3 MAXIMUM ANNUAL ASSESSMENTS

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by absentee/mail-in ballot.

SECTION 5 SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures, and personal property related thereto, provided that any such assessments shall have the assent of two thirds (2/3) of the votes of each class of members who are voting in person or by absentee/mail-in ballots at a meeting duly called for that purpose or the annual meeting.

SECTION 6 NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER
SECTIONS 3 AND 5

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 5 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of absentee/mail-in ballots entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half of the required quorum as the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting

SECTION 4 RESERVE FUND

The Board of Directors shall establish reserves for the future periodic maintenance, repair or replacement of the major components of the common areas, which the Association is obligated to maintain, repair and replace. Should the Board of Directors determine during

any fiscal year that its funds budgeted or available for that fiscal year are, or will, become inadequate to meet all common expenses for any reason, including, without limitation, nonpayment of assessments by members; the Board of Directors may utilize reserve funds to offset the deficiencies of the budget/operating account.

The Reserve Fund may be funded from regular annual assessments or any other revenue of the Association, all amounts designated, as reserves shall be deposited by the Board of Directors in a Separate bank account (The Reserve Account).

SECTION 11 CONTRIBUTION FEE

(A) Except as provided in subsection (B), immediately upon becoming the owner of the lot, each person or entity who purchases or otherwise becomes the owner of a lot on or after the date of this amendment shall pay to the Association a Contribution Fee in an amount to be determined by the Board of Directors. The initial amount of the Contribution Fee shall be \$300.00. Thereafter, the amount of the Contribution Fee may be increased by the Board of Directors from time to time, but the amount of the Contribution Fee may not be increased by the Board by more than twenty percent (20%) during any twelve month period without the approval of more than fifty percent (50%) of members voting in consideration of such a proposed increase.

(B) No Contribution Fee shall be payable with respect to (I) the transfer or conveyance of a lot by devise or intestate succession; (II) a transfer or conveyance of a lot for estate planning purposes; or (III) a transfer or conveyance to a corporation, partnership or other entity in which the Grantor owns a majority interest unless the Board determines, in its sole discretion, that a material purpose of the transfer or conveyance was to avoid payment for the Contribution Fee, in which event a Contribution Fee shall be payable with respect to such transfer or conveyance.

(C) Contribution Fees shall be non-refundable and shall not be considered as an advance payment of assessments.

(D) Contribution Fees shall either be used as contribution to the operating expenses or the Reserve fund, as may be determined from time to time by the Board of Directors.

ARTICLE IX USE RESTRICTIONS

SECTION 3 SELF HELP

If any portion of any lot is maintained so as to present a nuisance, or substantially detract from or affect the appearance or quality of any neighboring lot or other area, or is used in a manner which violates this Declaration or the Association Rules, the Association may give notice to the owner of such lot that unless specified corrective action is taken within a

specified time period issued by the Board, at such owner's sole expense, the Association may take whatever action is appropriate to compel compliance including, without limitation, appropriate self help or legal action. If at the expiration of the specified time period, the requisite corrective action has not been taken by the owner, the Association is hereby authorized and empowered, at the Board of Directors' sole discretion, to cause corrective action to be taken and/or commence appropriate legal action, the cost thereof, including corrective costs, administrative fees, court costs and attorneys' fees, shall be added to and become a part of the assessments to which the offending owner and the owners' lot is subject, of which the Association may collect in the same manner as an assessment and shall further be the personal obligation of the owner.