

**PREPARED BY AND RETURN TO:**

Christian F. O'Ryan, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
401 East Jackson Street, Suite 2100  
Tampa, Florida 33602

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**FIRST AMENDMENT TO  
MASTER DECLARATION FOR TOHOQUA**

THIS FIRST AMENDMENT TO MASTER DECLARATION FOR TOHOQUA (this "**First Amendment**") is made by TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company (the "**Declarant**"), joined by TOHOQUA MASTER ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**RECITALS**

A. The Declarant recorded that certain MASTER DECLARATION FOR TOHOQUA in Official Records Book 5329, Page 3 (the "**Original Declaration**"), as amended and supplemented by that certain FIRST SUPPLEMENTAL DECLARATION TO MASTER DECLARATION FOR TOHOQUA recorded in Official Records Book 5676 Page 2765 (the "**First Supplement**"), as amended and supplemented by that certain SECOND SUPPLEMENTAL DECLARATION TO MASTER DECLARATION FOR TOHOQUA, recorded in Official Records Book 5688, Page 2830 (the "**Second Supplement**"), as amended and supplemented by that certain THIRD SUPPLEMENTAL DECLARATION TO MASTER DECLARATION FOR TOHOQUA (Neighborhood Designation for Tohoqua Reserve) recorded in Official Records Book 5871, Page 197 (the "**Third Supplement**"), as amended and supplemented by that certain FOURTH SUPPLEMENTAL DECLARATION TO MASTER DECLARATION FOR TOHOQUA recorded in Official Records Book 5908, Page 643 (the "**Fourth Supplement**"), and as amended and supplemented by that certain FIFTH SUPPLEMENTAL DECLARATION TO MASTER DECLARATION FOR TOHOQUA, recorded in Official Records Book 5981, Page 2919 and re-recorded in Official Records Book 5989, Page 1052 (the "**Fifth Supplement**"), all of the Public Records of Osceola County, Florida. The Original Declaration, the First Supplement, the Second Supplement, the Third Supplement, the Fourth Supplement and the Fifth Supplement shall hereinafter be referred to collectively as the "**Declaration**".

B. Pursuant to Section 4.3 of the Declaration, the Declarant may amend the Declaration prior to Turnover without the joinder or consent of any person or entity.

C. Turnover has not yet occurred.

NOW THEREFORE, the Declarant hereby desires to amend the Declaration as set forth herein.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. Recitals and Defined Terms. The foregoing recitals are true and correct and are incorporated into and form a part of this First Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. Conflicts. In the event there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Leases. Section 12.21 of the Declaration is hereby amended as follows:

12.21 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section 12.21. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than six (6) months, ~~one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship.~~ The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. ~~Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 12.21, the Association shall have the right, but not the obligation, to evict such Lessee and the costs of the same shall be charged to the Owner as an individual Assessment.~~ All Lease Agreements shall require the Home to be used solely as a private single family residence. ~~Each leased Home shall be occupied by Lessees, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose.~~ During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. Notwithstanding any inconsistent or contrary provision in the Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any restrictions in the Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

4. Ratification. The Declaration is hereby incorporated by reference as though fully set forth herein and, except as specially amended and supplemented hereinabove, is hereby ratified and confirmed in its entirety.

5. Covenant. This First Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in Osceola County, Florida.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the Declarant has caused this First Amendment to be executed by its duly authorized representative as of this 17<sup>th</sup> day of November, 2021.

**WITNESSES:**

**"DECLARANT"**

**TOHOQUA DEVELOPMENT GROUP, LLC,**  
a Florida limited liability company

MARIE NITZEP  
Print Name: MARIE NITZEP

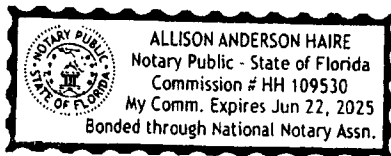
By: [Signature]  
Name: Robert L. Secrist, III  
Title: Manager

KATHLEEN KATIC  
Print Name: KATHLEEN KATIC

[Seal]

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17<sup>th</sup> day of November, 2021, by Robert L. Secrist, III as Manager of TOHOQUA DEVELOPMENT GROUP, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or ☐ has produced III as identification.



Allison Anderson Haire  
Notary Public  
Print Name: Allison Anderson Haire  
My Commission Expires: June 22, 2025

## JOINDER

TOHOQUA MASTER ASSOCIATION, INC., a Florida not for profit corporation (the "**Association**") does hereby join in the FIRST AMENDMENT TO MASTER DECLARATION FOR TOHOQUA (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the First Amendment and does not affect the validity of the First Amendment as the Association has no right to approve the First Amendment.

17<sup>th</sup> IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of November, 2021.

### WITNESSES:

**TOHOQUA MASTER ASSOCIATION, INC.,** a  
Florida not-for-profit corporation

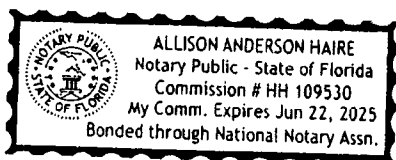
MARIE PITZER  
Print Name: MARIE PITZER

By: [Signature]  
Name: Andre Vidrine  
Title: President

Kathryn Kotie  
Print Name: Kathryn Kotie

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17<sup>th</sup> day of November, 2021, by Andre Vidrine as President of TOHOQUA MASTER ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation, who ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



Allison Anderson Haire  
Notary Public  
Print Name: Allison Anderson Haire  
My Commission Expires: June 22, 2025