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**NINTH AMENDMENT TO THE DECLARATION  
OF COVENANTS FOR GRANDE OAKS**

**THIS EIGHTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS FOR GRANDE OAKS** (“Amendment”) is made and approved by the members and Board of Directors of Grande Oaks at Heathrow Association, Inc. (“Association”).

**WITNESSETH**

WHEREAS, the Association is a not-for profit homeowners association operating pursuant to Chapter 720, Florida Statutes; and

WHEREAS, the Grande Oaks at Heathrow Association, Inc., is governed by that certain Declaration of Covenants For Grande Oaks recorded on October 12, 2006 at Official Records Book 6444, Page 693, as amended by that certain First Amendment to Declaration for Grande Oaks recorded on July 25, 2008 at Official Records Book 7037, Page 263, that certain Second Amendment to Declaration for Grande Oaks recorded on January 8, 2014 at Official Records Book 8190, Page 1745, that certain Third Amendment to Declaration for Grande Oaks recorded on November 24, 2014 at Official Records Book 8371, Page 664, that certain Fourth Amendment to the Declaration of Grande Oaks recorded on March 11, 2015, at Official Records Book 8428, Page 437, that certain Fifth Amendment to the Declaration for Grande Oaks recorded on August 28, 2015, at Official Records Book 8536, Page 781, that certain additional Fifth Amendment to the Declaration for Grande Oaks recorded on May 30, 2017, at Official Records Book 8922, Page 310, and that certain Sixth Amendment to the Declaration for Grande Oaks recorded on February 23, 2016, at Official Records Book 8637, Page 1948, and that certain Seventh Amendment to the Declaration of Covenants for Grande Oaks recorded on June 13, 2019, at Official Records Book 9372, Page 1517, and that certain Eighth Amendment to the Declaration of Covenants for Grande Oaks recorded November 23, 2020 at Official Records Book 9768, Page 1441 all of which are recorded in the Public Records, of Seminole County, Florida (collectively referred to as the “Declaration”); and

WHEREAS, pursuant to Section 4.4 of the Declaration, the Declaration may be amended by the affirmative vote of sixty-six and two-thirds percent (66 2/3%) of the Board of Directors and sixty percent (60%) of all of the votes present (in person or by proxy) at a duly noticed meeting of the members of the Association in which there is a quorum; and

WHEREAS, a duly noticed Membership Meeting originally called to order on December 14, 2022, wherein a quorum was present and at least sixty percent (60%) of the eligible voting interests approved the amendments contained herein; and

WHEREAS, a duly noticed Board Meeting was held on December 14, 2022 wherein at least sixty-six and two-thirds percent (66 2/3%) of the Board of Directors approved the amendments contained herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Definitions.** Unless otherwise expressly set forth in this Amendment, capitalized terms appearing in this Amendment shall have the meanings ascribed to those terms by the Declaration.

3. **Amendments.**

(a) Section 14.24 of the Declaration, as amended, is amended with the following additions:

\*Section 14.24.1 through Section 14.24.6 remain as is and are unaffected by this Amendment.\*

14.24.7 Leases and Rental Agreements for Homes Acquired by an Owner After the Date this Amendment Was First Recorded. Notwithstanding anything in the Declaration to the contrary, this Section 14.24.7 through Section 14.24.8. shall apply only to Owners who acquired title to the Home *after* the date this Amendment was first recorded in the Public Records of Seminole County, Florida.

14.24.7.1 Owners that acquire title to a Home after the date this Amendment is first recorded shall be prohibited from renting, leasing or licensing their Home during the first two (2) years of their ownership of the Home. "Rented", "leased" and "licensed" for purposes of this Section 14.24.7.1 shall be defined as the regular occupancy of a Home by any person or persons other than the Owner while the Owner is not inhabiting the Home. The term regular occupancy shall mean a period longer than fourteen (14) consecutive days or more than thirty (30) days in the aggregate in any calendar year. The intent of this provision is to absolve the Association of the unreasonable burden of providing proof to a court of law that a formal arrangement or rental exists between an Owner and an occupant in which the occupant has agreed to compensate the Owner or provide some other consideration, fee, service, gratuity, or emolument. At no time either during the first two years of ownership of the Home or afterwards may an Owner lease fractions or portions of a Home or individual rooms of a Home.

14.24.7.2 The provisions contained in Section 14.24.2 through 14.24.4 of the Declaration are applicable and enforceable against parties that violate Section 14.24.7.1.

14.24.8 With regard to Owners that acquire title to a Home after the date this Amendment is first recorded, such Owners may rent, lease or license their Home after the first two (2) years of ownership subject to the restrictions contained in Section 14.24.1 and any then current Association rules and regulations promulgated by the Association regarding rentals.

**4. Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Declaration shall remain in full force and effect and unchanged in any manner.

