

This document prepared by and return to:
Law Offices of John L. Di Masi, P.A.
801 N. Orange Ave., Suite 500
Orlando, Florida 32801

**EIGHTH 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, all of which are recorded in the Public Record, s 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 October 7, 2020 which was adjourned and reconvened to occur on October 23, 2020 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 November 9, 2020 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 10.2 of the Declaration is hereby amended with the following ~~deletions~~ and insertions:

~~10.2 **Duty to Paint Exterior of Homes.** Association shall be responsible for repainting the exterior of each Home within Grande Oaks, at such time as Association deems such repainting necessary in its sole and absolute discretion, and the costs of same shall be charged as an Individual Assessment to each Owner whose Home is repainted in accordance with this Section.~~

The proposal is to delete this Section 10.2 in its entirety and replace it with the following language:

10.2 Exterior Maintenance and Painting: The Association shall be responsible for repainting the exterior of each Home within Grande Oaks, at such time as the Association deems such repainting is necessary in its sole and absolute discretion. Notwithstanding any language to the contrary regarding owner maintenance within the community, the Board of Directors has the obligation and responsibility to take any actions necessary to maintain the appearance of the exteriors of the Homes within Grande Oaks in the Board's sole and absolute discretion, including, the right to repair, maintain, or replace any component of the Home which may impact the appearance or longevity of the Home exteriors, including, for example, repair, replacement, and maintenance, of stucco, lath windows, flashings, house wrap, weather resistive barriers, exterior caulk and sealants, balconies, framing and sheathing, or other construction defects in the exteriors walls of the Home.

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.

5. Headings. The paragraph headings have been inserted for convenience and reference only, and shall not be considered or referred to in resolving questions and interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

6. Severability. Invalidation of any of these covenants or restrictions or any part, clause, or word hereof, or the application thereof in specific circumstances, by judgment or court order, shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, the foregoing has been adopted in accordance with the Declaration and executed by the Declarant on the day and year first above written.

Signatures on Following Page

Witnesses:

Grande Oaks at Heathrow Association, Inc.

Signature: _____

Signature: _____

Print Name: John Dillan

Print: Ronald W Krayen

as the President of Grande Oaks at Heathrow Association, Inc.

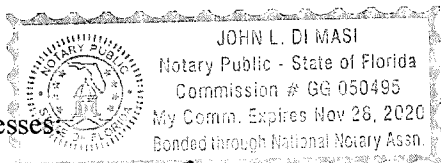
Signature: _____

Print Name: Russell C. Belcher

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me in person this 9 day of November 2020, by Ron Krayen as the President of Grande Oaks at Heathrow Association, Inc. who is personally known to me or who produced a Drivers License as identification and did take oath.



Notary Public

My Commission Expires: _____

Witnesses:

Grande Oaks at Heathrow Association, Inc.

Signature: _____

Signature: _____

Print Name: Patrick Burton

Print: Richard Forrest

as the Secretary of Grande Oaks at Heathrow Association, Inc.

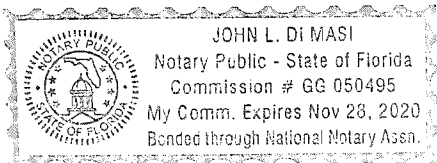
Signature: _____

Print Name: Tracey Buchan

STATE OF FLORIDA)

COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me in person this 9 day of November 2020, by Richard Forrest as the Secretary of Grande Oaks at Heathrow Association, Inc. who is personally known to me or who produced a Drivers License as identification and did take oath.



Notary Public

My Commission Expires: _____