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

THIS FIFTH AMENDMENT TO THE DECLARATION OF COVENANTS FOR GRANDE OAKS ("Amendment") is made and entered into this 28<sup>th</sup> day of August, 2015, by HEATHROW OAKS, LLC, a Delaware Limited Liability Company ("Declarant").

**WITNESSETH**

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, and that certain Fourth Amendment to the Declaration of Grande Oaks recorded on March 11, 2015, at Official Records Book 8428, Page 437, all of which are recorded in the Public Records of Seminole County, Florida (collectively referred to as the "Declaration"); and

WHEREAS, pursuant to Section 4.3 of the Declaration, Declarant has the right to amend the Declaration without the joinder or consent of any person or entity whatsoever; and

WHEREAS, the Declarant is desirous of restating prior amendments to the Declaration and amending certain other provisions of Declaration.

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.**
  - 1) A new definition is hereby added to Section 2 of the Declaration:

"Guest" shall mean a person who enters a Home at the invitation of an Owner or tenant for the purpose of visiting the Owner or tenant, so long as the person occupies a Home for a period of no longer than fourteen (14) consecutive days and no longer than thirty (30) days in the aggregate in any calendar year.

CERTIFIED COPY - MARYANNE MORSE  
CLERK OF THE CIRCUIT COURT AND  
COMPTROLLER  
SEMINOLE COUNTY, FLORIDA  
2) Section 14 of the Declaration is hereby amended with the following insertions and deletions:  
BY [Signature] DEPUTY CLERK  
AUG 28 2015

14.2 Animals. No animals of any kind shall be raised, bred or kept within Grande Oaks for commercial purposes. Association may prohibit breeds of dogs that the Board considers dangerous in its sole discretion. Otherwise, Owners may keep up to two (2) domestic pets, ~~which shall not exceed seventy (90) pounds in the aggregate~~, as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Grande Oaks designated for such purpose, if provided by Association, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, service animals shall not be governed by the restrictions contained in this Section.

14.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Grande Oaks or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Grande Oaks except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Grande Oaks. No vehicles with expired registration, expired license plates ~~or~~, flat tires or vehicles in need of cosmetic repairs as determined by the Board of Directors, may be kept within public view anywhere within Grande Oaks. Guest spaces are available to ~~Owners and~~ Owners' guests.

14.9 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Grande Oaks. All use of grills or barbeque facilities must be in compliance with the rules set by the Fire Marshal of Seminole County, Florida, as the same may be amended from time to time.

14.15 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed. No Lot shall have any chain link fencing within its boundaries. All screening and screened enclosures shall require the prior

written approval of the ACC and shall be constructed utilizing ~~white~~ dark aluminum. If any screened enclosure currently utilizes white aluminum, such screened enclosure must be rebuilt using dark aluminum when/if the screened enclosure is damaged, destroyed or requires replacement due to age. Screening shall be charcoal in color. All enclosures of balconies or patios, including without limitation addition of vinyl windows, and decks shall require the prior written approval ~~approved~~ of the ACC. In the event a fence is installed within a drainage easement area with prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 17.9 hereof.

14.18 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in lidded garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 pm on the day preceding the pick-up and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up.

14.22 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Parcel. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home- and not visible from adjacent properties.

#### 14.24 Leases; Rentals.

##### 14.24.1 Leases and Rental Agreements.

14.24.1.1 Homes may be rented, leased or licensed only in their entirety. No fraction or portion of any Home may be rented, leased or licensed, no individual rooms of the Home may be rented, leased or licensed on any basis, no time-share or other similar agreement for the rental, lease or licensing of a Home is permitted.

14.24.1.2 All leases and rental agreements shall be in writing and a copy of all leases and/or rental agreements for a Home shall be provided to the Association in accordance with this Section.

14.24.1.3 No transient tenants may be accommodated in a Home and no home may be used as a bed and breakfast or similar facility.

14.24.1.4 No Home may be subject to more than two (2) leases or rental agreements in any twelve (12) month period.

14.24.1.5 No lease or rental agreement term shall be less than twelve (12) consecutive months.

14.24.1.6 No subleasing or assignment of lease rights by the tenant is permitted.

14.24.1.7 All leases and rental agreements must be submitted to the Association prior to the commencement of such lease or rental agreement.

14.24.1.8 All leases and rental agreements shall be subject to terms, covenants, conditions and restrictions in the Articles of Incorporation, Bylaws, Declaration and any rules and regulations adopted and promulgated by the Association, and Chapter 720, Florida Statutes, as the may be amended from time to time.

14.24.1.9 All leases and rental agreements shall permit the Association to terminate the lease or rental agreement upon default or violation of the same.

14.24.1.10 All leases and rental agreements shall require all lessees, tenants and residents to abide by and adhere to the terms, covenants, conditions and restrictions of the Articles of Incorporation, Bylaws, Declaration and any rules and regulations adopted and promulgated by the Association, and Chapter 720, Florida Statutes, as the may be amended from time to time. All leases and rental agreements must incorporate by reference and/or attachment the Articles of Incorporation, Bylaws, Declaration and any rules and regulations adopted and promulgated by the Association, and Chapter 720, Florida Statutes. The Owner shall make available to the lessees, tenants or residents copies of the Articles of Incorporation, Bylaws, Declaration and any rules and regulations adopted and promulgated by the Association.

14.24.1.11 No Owner may rent or lease a Home when such Owner is delinquent in paying any assessments levied by the Association or other monetary obligations due to the Association against the Owner's Home unless such Owner agrees in writing that the lessee(s), tenant(s) and/or resident(s) will pay to the Association the rental payments due to Owner under the lease and/or rental agreement until all of the Owner's delinquent assessments and/or monetary obligations due and owing to the Association are paid in full and (i) the Association releases the tenant or until lessee(s), tenant(s) and/or resident(s); or (ii) the lessee(s), tenant(s) and/or resident(s) discontinue tenancy in the Home.

14.24.1.12 The provisions of this Section shall apply even if it is not expressly stated in the lease or rental agreement between the Owner(s) and his/her/their lessee(s), tenant(s) and/or resident(s).

14.24.2 Lease or Rental Agreement Void. Any lease and/or rental agreement for a Home (i) not permitted pursuant to this Section or the Association's Articles of Incorporation, Bylaws, Declaration and any rules and regulations, and Chapter 720, Florida Statutes, as the same may be amended from time to time; or (ii) not provided to the Association in accordance with this Section, shall be void unless subsequently approved by the Association. The Association, at its sole option, shall be entitled to exercise any right or remedy available to it under this Section, the Articles of Incorporation, Bylaws, Declaration and any rules and regulations adopted and promulgated by the Board and/or the Association, Chapter 720, Florida Statutes, as amended from time to time, or other applicable law

against an Owner or any lessees, tenants or residents residing in the Home, including, but not limited to, eviction under Chapter 83, Florida Statutes.

14.24.3 Termination; Eviction.

14.24.3.1 In the event an Owner, lessee, tenant and/or resident fails to comply with, defaults under and/or violates any provision of this Section, the Articles of Incorporation, Bylaws, Declaration, any rules and regulations adopted and promulgated by the Association, Chapter 720, Florida Statutes, as amended from time to time, or other applicable rule, regulation, ordinance, code or law, the Association shall be entitled to terminate the subject lease and/or rental agreement.

14.24.3.2 In the event the Association terminates a lease or rental agreement, the Association, at its sole option, may (i) require the Owner to remove, at Owner's sole cost and expense, the lessee(s), tenant(s) and resident(s) residing in the Home; and/or (ii) evict and remove the lessee(s), tenant(s) and resident(s) residing in the Home under Chapter 83, Florida Statutes, as if the Association were a landlord; however, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no duties under Section 83.51, Florida Statutes. The Owner shall reimburse the Association for its attorneys fees and costs in such action to evict and remove the lessee(s), tenant(s) and resident(s) residing in the Home. If Owner fails to reimburse the Association for such attorneys fees and costs, the same shall become an Individual Assessment against the Home and collected in the same manner as any other assessment levied against the Home as authorized under the Declaration and Chapter 720, Florida Statutes, as amended from time to time.

14.24.4 Joint and Several Liability. An Owner is jointly and severally liable with his/her/their lessee(s), tenant(s) and resident(s) for all damages or injuries, of any type, caused by the Owner's his/her/their lessee(s), tenant(s) and resident(s). If Owner fails to comply with his/her/their joint and several obligations imposed hereunder, including any attorneys fees and costs incurred in seeking such enforcement of Owner's joint and several liability obligations, any monetary damages sustained by Association shall become an Individual Assessment against the Home and collected in the same manner as any other assessment levied against the Home as authorized under the Declaration and Chapter 720, Florida Statutes, as amended from time to time.

14.24.5 Rules and Regulations. The Association may adopt reasonable rules and regulations to enhance, clarify and further define the provisions and procedures set forth in this Section.

14.24.6 In-Home Care/Professional Caregiver Exception. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

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14.36 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Grande Oaks without prior written consent of the ACC. No basketball backboards, skateboard ramps, or outdoor play structures will be permitted, without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.



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14.39 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Grande Oaks or within any Home or Parcel, except those which are required for normal household use. All propane tanks and bottled gas for household ~~and/or pool~~ purposes (excluding barbecue grill tanks) must be installed in a manner to be screened from view by landscaping or other materials approved by the ACC.

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3) The last sentence of Section 19.15 is hereby deleted in its entirety and replaced with the following:

An Owner is jointly and severally liable with the previous parcel owner for all unpaid Assessments that came due up to the time of transfer of title, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals, collections and bankruptcy, and other costs and expenses provided for herein. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner. For the purposes of this paragraph, the term "previous owner" shall not include an association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present parcel owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

4) Section 19.16 is hereby deleted in its entirety and replaced with the following:

The lien for Assessments shall be subordinate to Club Dues, as further provided in this Section 19.16. Except as set forth herein, an Owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. Additionally, notwithstanding the foregoing, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of (1) the parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (2) one percent of the original mortgage debt. The limitations on the first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgage foreclosure action. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a (i) foreclosure (or by deed in lieu of foreclosure) of a bona fide first mortgage (subject to the limitations set forth herein), or (ii) a lien for Club Dues, in which event, the acquirer of title, its successors and assigns shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home, which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure) shall not relieve the Owner from liability for, nor the Home from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written

notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

5) A new subsection is hereby added to Section 22.7 of the Declaration:

22.7.5 If an Owner is more than 90 days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the Owner, or the Owner, s tenant, guest, or invitee, to use common areas and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of common areas used to provide access or utility services to the parcel. Suspension does not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park. The notice and hearing requirements under Sections 22.7.2-22.7.4 do not apply to a suspension imposed under this subsection.

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.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

as the Manager of The Kolter Group, LLC, as the Manager of Heathrow Oaks, LLC

STATE OF FLORIDA )

COUNTY OF VOLUSIA )  
)

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July 2015, by William Johnson as the Manager of The Kolter Group, LLC, as the Manager of Heathrow Oaks, LLC who is personally known to me or who produced a Drivers License as identification and did take oath.



Angela Martin  
Notary Public  
My Commission Expires: 12/22/2017

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