

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

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THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS FOR GRANDE OAKS ("Amendment") is made and entered into this 21st day of NOVEMBER, 2014, 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, and that certain Second Amendment to Declaration for Grande Oaks recorded on January 8, 2014 at Official Records Book 8190, Page 1745, 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 amending the 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) Section 14.24 of the Declaration is deleted in its entirety and replaced with the following:

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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, regardless of the lease term.

14.24.1.5 No lease or rental agreement term shall be less than ninety (90) days.

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 prohibit lessees, tenants and residents from keeping dogs or cats, of any type or size, in the Home or on the Lot.

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

14.24.1.9 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.

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

14.24.1.11 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.

14.24.1.12 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.

14.24.1.13 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 on 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/Profession 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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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: [Handwritten Signature]

Print Name: Steve B...

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

Signature: _____

Print Name: _____

STATE OF Florida)

COUNTY OF Volusia)

The foregoing instrument was acknowledged before me this 21st day of November 2014, by 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.



[Handwritten Signature]
Notary Public
My Commission Expires: 8/7/2018