

This instrument was prepared by
and should be returned to:
Law Offices of John L. Di Masi, P.A.
801 N. Orange Ave., Suite 500
Orlando, Florida 32801

**FIRST AMENDMENT TO THE
BYLAWS FOR GRANDE OAKS**

THIS FIRST AMENDMENT TO THE BYLAWS FOR GRANDE OAKS ("Amendment") is made and entered into this 11th day of JUNE, 2019, by HEATHROW OAKS, LLC, a Delaware Limited Liability Company ("Declarant").

WITNESSETH

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

WHEREAS, the Association is governed by, among other documents, those certain By-Laws of Grande Oaks at Heathrow Association, Inc. (the "Bylaws") as amended; and

WHEREAS, pursuant to Section 12.2 of the Bylaws, 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 Bylaws of Grande Oaks at Heathrow Association, Inc.; and

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) **Article IV Section 4.1 of the By-Laws is hereby amended with the following insertions and deletions:**

4.1 **Number.** The affairs of the Association shall be managed by a Board consisting of not less than three (3) persons and no more than nine (9) person. Board members appointed by Developer need not be Members of the Association. Board members elected by the other Members must be Members of Association. **On the Turnover Date, the Board of Directors shall be increased to 5 persons. Thereafter, the Board of Directors may increase or decrease the number of Board member seats in its sole discretion at a properly noticed Board meeting with the consent of at least 75% of the Board, so long as the number of seats remains an odd number. Any such increase or decrease in the number of Board member seats shall not be effective until the next annual meeting following such change.**

(b) **Article IV Section 4.2 of the By-Laws is hereby amended with the following insertions and deletions:**

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. ~~Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by Developer shall extend until the date designated by Developer or until the Turnover Date).~~ At the Turnover Meeting held for purposes of conducting an election at which the Developer is no longer entitled to appoint a majority of the Board, there shall be three (3) vacant positions on the five (5) seat Board of Directors. The three (3) newly elected directors shall serve until the 2020 Annual meeting. The two (2) incumbent directors shall serve until the next annual meeting at which the Developer shall not be entitled to appoint a member to the Board. Thereafter, all directors shall serve for a term of two years in an effort to establish and maintain staggered terms.

(c) **Article IV, Section 4.9 is hereby added:**

4.9 Allocation of Term Lengths. In the event that more than one seat on the Board of Directors is available at an election such that the election will result in one elected candidate serving on the Board of Directors for a longer period of time than another elected candidate, the candidate or candidates receiving the most votes shall be seated to the seat serving for the longest period of time. For example, in the event that two vacancies exist on the Board of Directors where Seat A is available for one year due to a Director resigning one year into his or her two (2) year term and Seat B is available for a full two (2) year term, the elected candidate receiving the most votes will be seated to Seat B while the elected candidate receiving the second most votes shall be seated to Seat A.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Bylaws, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Bylaws 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: Carol M. Duchscher

Print Name: CAROL M. DUCHSCHER

Mark Bines
By: MARK BINES

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

Signature: Dana C. Olsen

Print Name: Dana Christine Olsen

STATE OF FLORIDA)
)
COUNTY OF SEMINOLE)

The foregoing instrument was acknowledged before me this 17th day of June 2019, by Mark Bines as the _____ 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.

Carol M. Duchscher
Notary Public CAROL M. DUCHSCHER
My Commission Expires: 5/21/2021

