

GRANDE OAKS AT HEATHROW ASSOCIATION, INC.

COMMUNITY STANDARDS

(Adopted this 24th day of May, 2021)

The following **Community Standards** (hereinafter, “Standards” or, individually, “Standard”) have been adopted and promulgated by Grande Oaks at Heathrow Association, Inc. (“Association”), pursuant to Section 21.5 of the Declaration for Grande Oaks, recorded at Official Records Book 06444, Pages 0693-736, Public Records of Seminole County, Florida, as amended from time-to-time as set forth herein below. These Standards are intended to become a part of, enhance, clarify, further define and supplement Association Documents (“the Association Documents”) so as to effectuate all the purposes for which the Association is organized.. These Standards shall be effective from the date of adoption as expressed herein above.

Construction and Basis of these Rules and Regulations:

The Association Documents for Grande Oaks at Heathrow Association, Inc., include, but are not limited to, the Declaration for Grande Oaks and all amendments thereto, the Club Grande Oaks Club Plan, the Association’s Articles of Incorporation, the By-Laws of Grande Oaks at Heathrow Association, Inc., and the Association’s Vehicle Registration and Parking Policy Rules and Regulations, all of which are recorded in the Public Records of Seminole County, Florida.

All provisions of the Association Documents are incorporated by reference into these Standards and made a part hereof.

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

The Declaration and all covenants, conditions and restrictions contained in the Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed or Lot, and any person claiming by, through or under such Owner (i) agrees to be subject to the provisions of the Declaration and (ii) irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712, Florida

Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Grande Oaks by the Declaration. Declaration, Section 7.1.

The Declaration for Grande Oaks mandates that “Each Owner . . . shall observe, and comply with the Community Standards which now or may hereafter be promulgated by the ACC [“Architectural Control Committee”] and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim.” Declaration, Section 21.5. Section 720.3035, Florida Statutes, expressly authorizes the establishment and enforcement of community standards.

The Declaration for Grande Oaks further provides, the Association “shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Grande Oaks.” See Section 720.301(8)(c), Florida Statutes; Declaration for Grande Oaks, Section 9.9; Articles of Incorporation of Grande Oaks at Heathrow Association, Inc., Article 7.b, 7.c, 7.i. All Owners of Homes in Grande Oaks at Heathrow are on actual notice of and bound by the contents of the Declaration for Grande Oaks and all recorded amendments thereto.

These Standards are adopted, issued and promulgated to preserve and enhance, insofar as possible, the value of community Homes, promote community safety and security, provide for community welfare, maintain community architectural and beautification standards, and assure Owner, tenant and lessee compliance with Association Documents.

Repeal of Architectural Guidelines

The Architectural Guidelines adopted by the Board of Directors of the Association and recorded at Official Records Book 9327, Pages 419 - 430, Public Records of Seminole County, Florida, and all succeeding editions or versions of said Architectural Guidelines, to include, but not limited to, Versions 2.0 and 3.1, and whether recorded in the Public Records of Seminole County, Florida, or unrecorded are hereby repealed and replaced by these Community Standards hereby adopted.

The Declaration for Grande Oaks

Section 21 of the Declaration for Grande Oaks states in part (Declaration Sections 21.2, 21.4, 21.10 and 21.12 have been intentionally omitted for ease of reading):

21. Architectural Control.

21.1. Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Grande Oaks. The ACC shall consist of a minimum of three (3) members . . .

21.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Grande Oaks. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Grande Oaks by Owners other than Developer or Club Owner. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes.

21.5. Community Standards. Each Owner and its contractors and employees shall observe, and comply with the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. **The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim.** The Community Standards shall not require any Owner to alter the improvements previously constructed. [Emphasis added]

21.6. Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

21.7. Power and Duties of the ACC. No improvements shall be constructed on any portion of Grande Oaks, no exterior of a Home shall be repainted, no landscaping, sign, or improvement erected, removed, planted, or maintained on any portion of Grande Oaks, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and location of same shall have been submitted to and approved in writing by the ACC.

21.8. Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

21.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation and the times scheduled for completion, all as reasonably specified by the ACC.

21.8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

21.8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

21.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

21.8.5. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within such forty-five (45) days, the plans and specifications shall be deemed disapproved.

21.8.6. [For appeals from ACC final disapproval decisions, see Declaration Section 21.8.6.]

21.9. Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

21.11. Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

21.13. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Grande Oaks at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

Each Owner in Grande Oaks is bound by all the terms, provisions, and conditions of the Declaration, and the Board's election to reference only selected Declaration provisions herein does not in any manner relieve Owners of the enforceability of all Declaration terms, provisions and conditions, or the enforceability of the Standards set forth herein.

Community Standards

Each Owner, tenant, guest and invitee in, on or upon Grande Oaks at Heathrow shall comply with the following Community Standards:

1. **Alterations and Additions.** No alteration, addition or modification to a Lot or Home, or change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC. The phrase "alteration, addition or modification" shall include, but not be limited to, the hanging or mounting of any item on the exterior walls of a Home, and the painting or repainting of the external surfaces of a Home. The ACC is prohibited from authorizing a change in the external paint colors of a Home, as those paint colors existed on the Turnover Date, or, for units for which a certificate of occupancy has not been issued as of the Turnover Date, the external paint colors of a Home as of the date such Home is conveyed from the Developer to a Home purchaser. Neither the ACC nor any member thereof has any authority, express or implied, to authorize a change in the external paint colors of a Home. Each Home Owner is placed on notice that no Owner may place any reliance upon any ACC authorization, express or implied, actual or constructive, which is claimed to permit a change in the external paint colors of a Grande Oaks Home.

2. **Animals.**
 - A. No animals of any kind shall be raised, bred or kept within Grande Oaks for commercial purposes.

 - B. Owners may keep up to two (2) domestic pets in accordance with these Standards and such Rules and Regulations which may be established by the Board from time-to-time. As used in these Standards, the term "domestic pets" does not include and shall not be construed to include any of the following: livestock, sheep, goats, swine, poultry, poisonous or dangerous or disease bearing snake, viper, or reptile, any wild animal, and any equine or bovine animal [hereinafter, "excluded animal" or "excluded animals"]. No Owner may keep in a Home or Lot, and no person may introduce into Grande Oaks, any excluded animal. The Board reserves the right to expand this list of excluded animals from the definition of "domestic pet" from time-to-time and any number of times.

 - C. No Owner, tenant, guest, invitee or other person may keep within any Home or Lot, or otherwise introduce into Grande Oaks, any dangerous dog or "Bad Dog" as defined in or contemplated by Chapter 767, Florida Statutes, or Chapter 20, Seminole County, Florida, Code.

- D. It is unlawful for any owner of a domestic animal to permit, either willfully or through failure to exercise due care and control, any animal which, in a continuing or repeated manner, barks, cries, howls, screeches, squawks, screams, whines, or causes other objectionable noises which disturb the comfort, peace, quiet or repose of any person in Grande Oaks.
 - E. All domestic pets shall be walked on a leash. No domestic pet shall be permitted outside a Home unless such pet is kept on a leash. The Home Owner or the person walking the pet shall clean up all pet excrement and deposit such matter in Grande Oaks pet waste stations or Home garbage containers. Each Home Owner shall be responsible for all the activities of pets kept or harbored in the Home.
 - F. No domestic pet shall be “tied out” on the exterior of a Home or in the Common Areas or left unattended in a yard or on a balcony, porch, or patio. No dog run or exterior domestic pet enclosure shall be permitted at any Home. No dog houses, pens, crates, cages, and other similar devices may be placed or erected on any porch, patio, balcony, walkway, or driveway, of the Home, or other exterior portions of a Lot.
 - G. Domestic 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 or harbored in a Home is a nuisance shall be final, conclusive and binding on all parties. When notice of removal of any domestic pet is given by the Board to a Home Owner, such pet shall be removed from Grande Oaks within forty-eight (48) hours of the provision of such notice. Notice shall be deemed to have been reasonably provided if in writing and posted to the front door of the Home with the date and time of posting annotated thereon.
 - H. Notwithstanding anything herein to the contrary, pursuant to the Americans with Disabilities Act, Fair Housing Act, and Air Carriers Access Act, service animals and assistance animals shall not be governed by the restrictions set forth in this Standard.
3. **Artificial Vegetation and Landscaping.** No artificial grass, plants or vegetation, or rocks or other landscaping devices shall be placed or maintained upon the exterior portion of any Home or Lot unless approved in writing in advance by the ACC.
4. **Cooking.**
- A. No cooking shall be permitted nor shall any goods, food or beverages be consumed on the Common Areas except in areas designated for those purposes by the Board.
 - B. The Board shall have the right to prohibit or restrict the use of grills and barbeque facilities throughout Grande Oaks. All use of grills or barbeque facilities must be in compliance with the rules established by the Fire Marshal of Seminole County, Florida, as the same may be amended from time-to-time. The term “prohibit or restrict” shall include, but not be limited to, the location at which grills or barbeque

facilities may be used, the manner and condition in which grills or barbeque facilities may be stored, and the Owner's obligation to keep clean grill or barbeque facility covers.

- C. Only electric grills may be used for cooking on balconies or on second story porches. Such electric grills may not exceed 200 square inches of cooking surface, and must comply with the Florida Fire Prevention Code as same now exists or may be amended from time-to-time.
- D. Grills and barbecue facilities (hereinafter, "grill" or "grills"), when not being used for cleaning or cooking, shall be covered with material which (i) is adequate to conceal the entirety of the grill, top to bottom, side to side, and front to back; (ii) is clean and free from stains, streaks, and food residue; and (iii) is not torn, tattered, split, or otherwise not completely serviceable.
- E. Propane tanks shall be shut off and disconnected from grills and barbecue facilities at all times when such grills and barbecue facilities are not being (i) ignited for cleaning; (ii) ignited for warm-up prior to cooking; or (iii) actively cooking food items.

5. Decorations.

- A. No decorative objects, including, but not limited to, birdbaths, bird houses, bird feeders, figurines, sculptures, statues, or weather vanes shall be installed or placed within or upon any portion of Grande Oaks without the prior written approval of the ACC. No sirens, alarms, or other similar instruments are permitted to be placed, hung or installed on any balcony, porch, patio, walkway, on the outside of any Home, or on any Lot.
- B. No decorative object of any type may be placed within any Grande Oaks Common Area without the Board's prior written approval.
- C. Notwithstanding the foregoing, Christmas holiday lighting and decorations shall be permitted to be placed upon the exterior portions of a Home and upon the Lot in the manner permitted hereunder commencing on or after November 1 of a calendar year, and shall be removed not later than January 15 of the following calendar year. In like manner, other holiday observances (e.g., Valentine's Day, Easter, Memorial Day, 4th of July, Labor Day, Halloween, Thanksgiving, Kwanzaa, Ramadan, Rosh Hashanah, Yom Kippur, Sukkot, Hanukkah) may be recognized with theme decorations fifty-five (55) days before such holiday and removed 21-days following such holiday. The listing of holidays herein is illustrative and not exhaustive. The ACC may recommend to the Board standards for holiday lights and related decorations. The Board may require the removal of any lighting or decoration that is a nuisance (e.g., unacceptable spillover upon adjacent Homes; provided, however, adjacent Home Owner objection to observance of a holiday shall not constitute "unacceptable spillover").

6. Discharge of Firearms; Weapons.

- A. Except as authorized by federal, Florida, or local jurisdiction having cognizance over Grande Oaks, no person may fire or discharge any firearm anywhere within Grande Oaks at any time for any purpose.

- B. The use of BB or compressed air rifles and pistols, paint guns of any type, swords, bows and arrows, cross-bows, and other forms of archery equipment anywhere within Grande Oaks is strictly prohibited.
 - C. The throwing of projectiles, javelins and spears, the use of sling shots, and the throwing of knives or hatchets anywhere within Grande Oaks is strictly prohibited.
7. **Driveway Repair.** Any and all damage caused by a Home Owner, resident, tenant, guest, or invitee to the Lot's driveway shall be repaired at the sole cost and expense of the Home Owner.
8. **Fences, Gates, Railings, and Walls.** Except when opened for entry or exit, walkway and ground floor patio gates shall be closed at all times. No owner may remove any portion of an aesthetic fence, gate or railing without the prior written approval of the ACC. Except as to fences, railings, and gates comprising an aesthetic portion of a Home as constructed by the Developer, no other walls, gates, railings, or fences shall be erected or installed anywhere within Grande Oaks without prior written authorization of the ACC. No chain link fencing of any kind shall be allowed anywhere within Grande Oaks. No Lot shall have any chain link fencing within its boundaries. The ACC may direct an Owner to perform maintenance upon, and to repair or replace aesthetic fencing and gates, which have been damaged by a Home Owner or Home resident, tenant or guest, and such Owner shall be obligated to do so immediately upon receipt of such ACC direction.
9. **Fireworks.** Inasmuch as Grande Oaks at Heathrow is in the flight path for Orlando-Sanford International Airport, the Grande Oaks town homes are constructed with common walls and connecting roofs, and the Association is concerned for fire hazard and the general welfare and safety of Grande Oaks Homes, Home Owners, residents, tenants, guests, invitees, and occupants, and inasmuch as explosive chemicals and substances are prohibited within Grande Oaks through Declaration Section 14.39, the use of any and all types of fireworks, to include, but not limited to, sparklers, anywhere within Grande Oaks at Heathrow is strictly prohibited.
10. **Flags.**
- A. Owners may display only those types and sizes of flags as expressly authorized by Section 720.304(2), F.S. Any flag displayed may not exceed four and one-half feet (4 1/2') by six feet (6') in dimension. Owners may display one official United States flag. In addition, Owner's may display one official flag of the State of Florida or a United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, or a POW-MIA flag.
 - B. Signs, banners and other forms of written expression are governed by and must strictly conform to Community Standard 31 herein.
11. **Flammable and Explosive Substances.** No flammable, combustible or explosive fuel, ordnance, chemical, hazardous waste, or substance shall be kept on any portion of Grande Oaks, or within any Home or Lot, except those which are required for normal household use. The term "ordnance" does not include shotgun, rifle or pistol ammunition stored in a Home for use with a properly owned firearm.

12. **Fuel Storage.** No fuel storage shall be permitted within Grande Oaks, except as may be necessary or reasonable for grills, barbeque facilities, or similar devices, or as otherwise permitted by the Declaration. No fuel may be stored at the front or along the side of any Home. The Club at Grande Oaks is excluded from this Standard.
13. **Garages.** No garage may be converted by any person into a general living area or used as a bedroom, office, or living quarters. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.
14. **Garbage Cans.** Trash collection and disposal procedures established by the Association shall be followed. No outside burning of trash or garbage is permitted. No garbage cans, garbage supplies, or other similar articles shall be maintained at 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 or trash in lidded garbage cans or other 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, except when moved to the street for collection, shall be kept within the garage and shielded from the view of adjacent properties and the streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up prior to 6:00 p.m. on the day preceding the day of pick-up, and such containers must be returned to the garage of the Home so that they are not visible from outside the Home not later than 6:00 p.m. on the date of pick-up. No loose or un-bagged trash may be left at the street.

15. **General Maintenance.**

- A. Each Home Owner and all persons who are authorized by the Declaration to rent a Home shall be responsible for and obligated to (i) comply with all provisions, terms, restrictions, and requirements of Grande Oaks community documents; (ii) adhere to and comply with these Standards; and (iii) at all times be personally responsible for Home Owner, resident, tenant, guest or invitee caused damage to:
- Garage doors.
 - Walkway, and patio bricks or pavers, regardless of location.
 - The exterior surfaces of a Home, to include, but not be limited to, walls, doors, windows, patios, balconies, porches, driveway, walkways, and patio bricks.
 - Patio, porch and walkway railings, fences, and gates, and supporting attachments (to include, but not limited to, broken elements and missing parts or pieces).
 - Broken or cracked windows, window panes, glass doors, and screens, and all frames thereof. Any such damage shall be reported to the ACC within seven (7) calendar days of the event causing the breakage or other damage, and such report shall be accompanied by an application to the ACC for authorization to remove, replace and repair the broken or damaged items which complies in all respects with these Standards.
 - Shutters or Home street number identifications.

- B.** Each Home Owner shall be personally responsible for:
- Removal of diseased, dying, or dead Home Owner installed plants in, about or on patios, porches, balconies walkways, steps, or other exterior areas of a Home.
 - The storage of all Home Owner or tenant personal property inside the Home in strict accordance with Standard 23 herein.
 - The pickup of all paper, plastic, bottles, cans, tobacco items (e.g. cigarette butts, cigars, tobacco packaging, and other tobacco related materials), and other types of trash or debris from the Home patios, porches, balconies, driveways, and walkways, and other exterior portions of the Home and Lot.
- C.** Each Owner is obligated to maintain his or her Home screen enclosures in a constant state of excellent maintenance and repair. No Owner may permit his or her Home to exhibit an exterior unfinished condition without the prior written authorization of the ACC and the Board. In the event a Home is damaged by fire, flood, windstorm, hurricane or other extreme weather or other disaster, and requires repair, replacement, or alteration, the Owner shall, within seven (7) calendar days of said event apply to the ACC for authorization to make such repairs, replacement or alteration and comply in all respects with these Standards and all ACC requirements with respect thereto.
- D.** Normal and Customary Maintenance. Each Owner is responsible for normal and customary maintenance of their Home and Lot. The term “maintenance” shall be construed to mean repair, replace, refurbish, remove, repaint, clean, wash, eradicate, eliminate, and such other activities as the Board may require the Owner perform as circumstances require. In the event maintenance work is necessitated by an underlying defect in the construction of a Home, the Board reserves the right to have the Association perform the maintenance itself as an operating expense of the Association if the Board, in its sole and absolute discretion, determines the work to be in the best interest of the community. Normal and Customary Maintenance shall include, but not be limited to, the following:
1. Washing of exterior walls, walkways, windows, window sills, sliding glass doors, screens, garage doors, doors, driveway paver blocks, patios, porches, and balconies, unless instructed by the Board.
 2. Sweeping of walkways, porches, patios, balconies, driveways, and walls.
 3. Treatment and elimination of mold and mildew from Home external components, to include, but not limited to, patios, porches, balconies, walkways and driveways.
 4. Eradication of wasp, hornet, bee, fly, mosquito, ant, roach, bug, spider and other insect infestation and nests from the Home’s external components, walls, ceilings, walkways, driveways, porches, patios, and balconies.
 5. Removal of grass, weeds, and other invasive vegetation from the Home’s external components, to include, but not limited to, all walkways, driveways, porches, patios, balconies, and walls.

6. Repair or replacement of all Owner damaged or neglected exterior Home components, to include, but not limited to, electrical fixtures, electrical outlets and outlet covers, hose bibs, water lines, irrigation lines and sprinkler heads, paver blocks, lights, light fixtures, shrubs, garage doors, window panes screens, sliding glass doors, garage doors, gates, railings, fences, and walls.
7. Removal of any and all stains, discoloration, paint, rust, oil, lubricants, brake fluid, transmission fluid, antifreeze, fluid spills, or other deposits on the external components of the Home, including, but not limited to, garage doors, walkways, driveways, porches, patios, balconies, walls, ceilings, and doors.

16. Hurricane Shutters.

- A. Home Owners desiring to install hurricane shutters and other similar protective devices (hereinafter, “hurricane shutters”) on their Home shall obtain prior written authorization to do so from the ACC. An Owner’s application for authorization to install hurricane shutters shall demonstrate compliance with all applicable building codes, describe with specificity the attachment of such devices to the exterior of the Home, and provide a description of the device’s color, style, composition, and operating characteristics. Any such hurricane shutters must be capable of being manually or electrically rolled fully open and fully closed.
- B. Panel accordion and roll-up style hurricane shutters, and similar protective devices may not be left closed during hurricane season or during other portions of a calendar year, except as provided in this Standard. Any such approved hurricane shutters may be installed or closed forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or fully opened within seventy-two (72) hours after the end of a hurricane watch, warning, or passage of a hurricane away from Grande Oaks, or as the Board may determine in its sole discretion. Except as the Board may otherwise decide from time-to-time, shutters may not be closed at any time other than as described in this Standard.
- C. The ACC may require, as a condition of installation approval, that all hurricane shutters or specific hurricane shutters be removed from the exterior of a Home when not in actual use as described in Standard **16.B** above.
- D. Any approval by the ACC pertaining to the installation of hurricane shutters or similar devices shall not be deemed an endorsement by the Association, the Board, or the ACC of the effectiveness or suitability of the hurricane shutter or other device.

17. Lake George-Prohibited Uses. Swimming, boating, use of jet skis, and fishing in or on the retention pond (a/k/a, for ease of reference, Lake George), and fishing from the pedestrian bridge across, walkways about, or shore of said pond, is strictly prohibited. No dock, landing or float may be constructed or installed in, on, or along the shore of Lake George.

18. Landscaping. No change in a Lot’s landscaping may be made except with the ACC’s prior written approval. It is the responsibility of the Home Owner to maintain any approved changes to the Home’s landscaping.

19. Laundry. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no rugs, mops, bedding, towels, swim wear, or laundry of any kind, or any other similar type article, shall be shaken, hung, left to dry, or exposed so as to be visible from the front or side of a Home or Lot. No patio railing, aesthetic fence or gate may be used at any time for the purpose of airing bedding, or drying of towels, clothing, swim wear, laundry of any kind, or any similar type article. Clotheslines may be installed within the rear dimensions of a Home lot so long as not visible from the front or side of the Home. No clothesline may be installed on any common area, or on any street, pass, or alley of Grande Oaks.

20. Lawful Use.

A. No illegal, immoral, improper, offensive, unlawful, or obnoxious activity shall be made, conducted or allowed in any portion of Grande Oaks. Each Owner, and each Owner's guests, tenants and invitees shall comply with all applicable federal, state and local jurisdiction statutes, laws, rules and regulations. Each Owner shall comply with all laws, zoning ordinances, and regulations of all governmental entities having jurisdiction over Grande Oaks. To the extent that there are any governmental statutes, laws, rules or regulations, to include, but not limited to, the Florida Building Code and local jurisdiction building and construction codes, mandating maintenance or repair of homes, each Owner shall comply therewith.

B. Littering in any form or manner is strictly prohibited in all streets, parking areas and common areas of Grande Oaks. Home Owner General Maintenance obligations are specified in Standard 15 herein.

21. Minors. Each Owner shall be responsible for all actions of minor children dwelling in, staying at or visiting his or her Home.

22. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the quiet enjoyment, peaceful possession, and proper use of Grande Oaks is permitted.

23. Personal Property.

A. Except when actually being used by an Owner or Home occupant, all personal property of Owner and other occupants of a Home shall be stored within the Home. No personal property, except usual patio furniture (limited to chairs, sofas, love seats, tables, lamps, exterior umbrellas and umbrella stands, propane or electric cooking grills, and exterior carpeting), may be left on, arranged upon, stored on, or displayed on Home patios, porches, or Home entry walkways without the ACC's prior written authorization.. For purpose of this Standard 23.A, the term "personal property" which shall be stored inside the Home when not then in actual use includes, but is not limited to, bicycles, tricycles, scooters, skate boards, toys, games, foot wear, watering cans, garden tools, garden hoses (provided, however, garden hoses may be maintained in hose closets approved as to type, size, color,

and placement location upon ACC prior written authorization), tools, painting implements and paint, pool or swim equipment, clothing, and athletic equipment of any sort.

- B. No personal property of any type may be hung upon or installed on the exterior walls of a Home, or left upon any Grande Oaks common area, except with the prior written approval of the ACC.
- C. Patio furniture (limited to chairs, sofas, love seats, tables, lamps, exterior umbrellas and umbrella stands, propane or electric cooking grills (see also Standard 5), and exterior carpeting) placed or displayed on a Home patio, porch or walk way, and other items authorized by the ACC to be hung upon or installed on the exterior walls of a Home shall at all times be (i) clean and free from dust, dirt, discoloration, stains, streaks, and food residue; (ii) free from broken legs, arms and other furniture pieces; (iii) free from sags and other unsightly disfigurements; and (iv) free from all tears, tatters, splitting, and other openly obvious signs of disrepair.
Grills must be covered and not seen from the front of the unit.
- D. Exterior patio umbrellas shall be closed when the patio is not occupied by a Home resident, visitor or guest.
- E. In the event of the expected arrival of a hurricane, or other emergency as declared by the Board, and to protect the Grande Oaks community and provide for its care, health, safety and welfare, each Home Owner shall remove all personal property (to include, but not limited to, all patio, porch and walkway furniture and other personal property authorized by the ACC to be hung upon or installed upon the exterior walls of a Home) from the Home's patio, porches, exterior surfaces, and walkways, and store such personal property in the Home or such other off-Grande Oaks facility which the Home Owner may have access to.
- F. In the event a Home is to be unoccupied for a period in excess of twenty (20) continuous days, all exterior personal property shall be stored in the Home or such other off-Grande Oaks facility as the Home Owner may have access to.

24. **Pools, Hot Tubs and Spas.** No pools, whether temporary or permanent, shall be placed, installed or erected on any Lot within Grande Oaks. The installation of exterior hot tubs and spas on balconies, porches, patios, or walkways, or on a Home or Lot, is prohibited.

25. **Porches, Patios and Balconies.**

- A. Planters and flower boxes are permitted on porches, balconies and walkways without prior ACC approval; provided, however, (i) all planters shall be well-constructed and free from all cracks, broken pieces, peeling, and signs of delaminating or disassembly; (ii) all plants, flowers and other planter vegetation shall be at all times well-maintained, trimmed, and irrigated; and (iii) no such planters, plants, flowers and other vegetation shall be permitted to hang over the outside edge of balconies, porches, patios, or walkway railings or gates.

- B. No Owner shall be permitted to enlarge the size or configuration of a porch, patio or balcony without the ACC's prior written approval.
- C. No drapery, curtains, plastic screens, and similar devices, or any rods, poles and equipment related thereto, may be installed upon or hung on any Home walkway, patio, porch or balcony.
26. **Satellite Dishes and Antennas.** No exterior visible antennas, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the ACC's prior written authorization. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes or from the street or Common Areas. Pursuant to the Declaration, each Owner has agreed that the location of such items must be first approved by the ACC in order to address the welfare of all residents of Grande Oaks. No Owner shall operate any equipment or device which will interfere with the radio or television reception of any other Owner or resident. All antennas not permitted by Federal Communications Commission ("FCC") rules are prohibited. Owner shall be solely responsible for the installation, maintenance and use of such antennas as are approved by the ACC, and all such antennas shall comply with such restrictions as may have been adopted by the Board, and shall be governed by the then current rules of the FCC. No portion of this Standard 26 shall be interpreted or enforced to conflict with the Federal Over-The-Air-Reception-Device Rule ("OTARD").
27. **Security Cameras.** No external security cameras may be installed on a Home without the prior written approval of the ACC. Such security devices will only be authorized when:
- Such camera is not visible from the street or Common Area;
 - The placement and use of such camera does not result in a view into any other Owner's Home, whether intentional or unintentional, and the use of such camera is not used in a manner which invades or otherwise disrupts any other Owner's right of privacy.
 - Security cameras may not be directed toward the windows, doors, balconies, patios, or porches of adjacent or neighboring Homes.
 - Any recordings made by the Owner's cameras are the property and responsibility of the Home Owner. The Owner is solely responsible and liable for any and all recordings.
 - Camera installation must comply with all applicable federal, state and local jurisdiction statutes, laws, rules and regulations.
 - No camera mounted inside a Home which is oriented so as to record images outside the Home shall have a field of vision in excess of 12-feet measured from the outside edge of the window or other opening from which the camera records images, and, in any event, shall not at any time or in any manner invade or otherwise disrupt any other Home Owner's right of privacy.
 - Doorbell cameras shall conform to the 12-foot limitation of this Section 27.
 - Neither the Association, the Board of Directors, nor the ACC shall have any responsibility or liability for an Owner's improper or unlawful use of a security camera or other similar device.

- 28. Screen Enclosures.** No screen enclosure of any type shall be permitted without the prior written approval of the ACC.
- A.** All screen enclosures for ground floor level rear patios shall be constructed using charcoal colored aluminum and charcoal colored screens.
 - B.** All screen enclosures upon second story level front and rear balconies and porches shall be capable of being electrically or manually rolled fully open and fully closed. All screens on second story balconies and porches shall be rolled fully open when the Home Owner, tenant or resident is not in the Home.
 - C.** The installation of windows, curtains, vinyl or plastic barriers, or air conditioning units (full home air conditioning equipment located on first floor patios or on the ground at the rear or side of a Home is excluded from this provision) on balconies, porches, patios, driveways, and walkways is strictly prohibited.
 - D.** No decks or concrete slabs may be installed anywhere within Grande Oaks without prior written approval of the ACC.
- 29. Screen Doors.** Screen doors may be installed only upon prior written approval of the ACC.
- 30. Sheds.** The installation of sheds or other external storage containers on any Grande Oaks lot is strictly prohibited; provided, however, the term “external storage container” shall not be construed to include an ACC approved hose closet (see Standard **23.A** herein).
- 31. Signs.**
- A.** No sign, flag (except as permitted by Standard **10** herein), advertisement, notice or other object displaying lettering shall be exhibited, displayed, inscribed, painted or affixed in, at, or upon any portion of Grande Oaks that is visible from outside the Home without the prior written approval thereof being first had and obtained from the ACC; provided, however, (i) a (i.e., one) banner or garden pennant not larger than 12” x 18” is authorized and shall not require ACC approval, but any such banner or pennant remains subject to ACC control or disapproval; and (ii) signs required by government agencies and approved by the ACC, such as permit boards, may be displayed.
 - B.** Any Owner desiring to sell a Grande Oaks Home and wanting to display a “For Sale” use only the community standard “For Sale” sign, available from Fast Signs of Sanford, 1265 Upsala Road, Suite 1133, Sanford, FL 32771. “Open house” signs and Open House events are prohibited.
 - C. Home Shows.** Home Owners and their real estate agents may make written request for authorization to conduct a Home Show. Such Show shall be conducted in strict adherence with the following:

1. Application for Home Show authorization must be submitted to the Management Company not less than seven (7) days prior to the date of the requested Show. Such application shall be signed by the Home Owner and real estate agent.
 2. Home Shows may be conducted only on Friday, Saturday, or Sunday, from 1:00 p.m. to 4:00 p.m.
 3. No more than two (2) separate Home Shows may be conducted each day.
 4. Admittance to Grande Oaks may only be by phone call to the Home Owner through the Visitor's call box at the entry to Grande Oaks, and telephonic admittance by the Owner or real estate agent. The use of a Home Owner's personal entry code for admittance of Home Show visitors is strictly prohibited.
 5. Home Owners shall be held strictly responsible for adherence to the foregoing Home Show requirements.
- D.** No sign, including, but not limited to, "For Sale" and may be placed in a window or on a balcony of a Home. All signs must be purchased through Fast Signs who has the specs for all signage to be used.

E. Political Signs.

1. No political signs may be displayed anywhere within Grande Oaks' common areas.
2. One (1) professionally produced political sign is allowed, provided the message is connected to a federal, state, local or Grande Oaks election and endorses a candidate, party, or referendum position (such sign may be posted only 30-days before and 10-days after the respective election); and provided further, no political sign may be posted, displayed or positioned on, upon, or within any (i) lawn or grass maintained by the Association; (ii) area containing trees, shrubs or other landscaping maintained by the association, or (iii) any area where irrigation, electrical, plumbing, telephone, television, or other utilities are located.

32. Sports Equipment.

- A.** No recreational, playground, or sports equipment, to include, but not limited to, permanent, temporary, portable or removable basketball equipment, basketball backboards, or basketball hoops, shall be installed upon or placed within or about any portion of the Common Areas of Grande Oaks. The term "recreational, playground, or sports equipment" as used in these Standards shall include, but not be limited to, skateboard ramps; outdoor play structures; batting cages, or pitching 'rubbers' and mounds; golf tees, driving netting, or putting and chipping surfaces; gymnastic and tumbling mats and equipment; and basketball equipment of any description; provided however, sports equipment shall not include athletic apparel, shoes without cleats, spikes or similar protrusions, or headwear.

- B. No recreational, playground, or sports equipment, to include, but not limited to, portable, temporary or removable basketball equipment, basketball backboards, or basketball hoops shall be positioned in, on, or upon any Grande Oaks street, pass, alley or parking space.
- C. No permanent, temporary, portable or removable basketball equipment, basketball backboards, or basketball hoops shall be attached to, constructed upon, positioned on, or installed on any exterior component of a Grande Oaks Home.
- D. No recreational, playground, or sports equipment, to include, but not limited to, basketball equipment, basketball backboards, or basketball hoops, permanent, temporary, portable or removable, may be used anywhere within Grande Oaks when such equipment is (i) within twenty-five feet (25') of a Grande Oaks street, pass, alley or parking space, or (ii) within twenty-five feet (25') of an adjacent Home's exterior walls, garage door, windows, walkways, decorative gates or fencing, or driveway, or (iii) within twenty-five feet of lawn or grass maintained by the Association, or (iv) within twenty-five feet (25') of trees, shrubs or other landscaping maintained by the Association.
- E. No tree houses or platforms of a similar nature may be constructed anywhere within Grande Oaks or on any exterior component of a Home or Lot.
- F. No tennis, pickle board, or shuffle board courts are permitted anywhere within Grande Oaks
- G. The installation or use of trampolines anywhere within Grande Oaks is strictly prohibited.

33. Solar Collectors.

- A. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, no solar collector, solar panel, or other energy devices based on renewable sources may be installed on any Grande Oaks Common Area, or upon any ground, driveway, walkway, patio, porch, railing, or external wall of any Grande Oaks Home.
- B. No solar collector may be installed on the roof of any Grande Oaks Home without the ACC's prior written approval.
- C. Subject to the provisions of Section 163.04, Florida Statutes, to the extent applicable, the ACC may determine the specific location where solar collectors may be installed on the roof of the Home submitting the application with an orientation to the south or within 45 degrees east or west of due south so long as such determination does not impair the effective operation of the solar collectors.
- D. Each Owner seeking authorization to install solar collectors, solar panels or other energy devices based on renewable sources on the roof of a Home shall be solely responsible for, but not limited to: (i) any and all damage to or degradation of the Owner's roof or any other roof within the building in which the Owner's Home is located; (ii) the installation and operation of such device, and the efficiency and effectiveness thereof; (iii) damage to any other Home caused by any penetration of the

roof or any other Owner or Owner agent or vendor caused damage; and (iv) removal of such solar collectors, solar panels, or other energy devices based on renewable sources upon the sale of the Home or discontinuance of the use of such device, and the full repair of the roof and any penetration thereof.

34. Use of Homes.

- A. The use of each Grande Oaks Home is restricted to residential use by the Owner, or permitted occupant thereof, and his or her immediate family, guests, tenants and invitees.
- B. No commercial advertisement, including, but not limited to, signs and advertisements of vendors or contractors performing services at or within a Home, may be posted or displayed on any Home or Lot.
- C. No Home may be used for commercial purposes; provided, however, an Owner or permitted occupant may maintain an office within the Home so long as such work is (i) wholly performed within the Home, or, if performed outside the Home, such performance occurs outside of and away from Grande Oaks at Heathrow; (ii) such work is not visible from outside the Home; and (iii) no employee, client, patron or patient comes to the Home for consultation or services; and, provided further, the Home Owner or permitted occupant is solely responsible for complying with Florida and Seminole County licensing and other applicable statutes, laws, rules and regulations.
- D. No Owner shall do anything at, about, or within his or her Home or on the common areas which would adversely affect the safety or soundness of the Home, the safety or soundness of other Grande Oaks Homes or any portion of the Association's property, or the safety, health and welfare of any other Owner or occupant of a Grande Oaks Home.
- E. **Home Health Care**, including, but not limited to, hospice, performed in accordance with Part III of Chapter 400, Florida Statutes, is exempt from the provisions of this Standard 34.

35. Wells and Septic Tanks. No well may be installed on any Grande Oaks Lot. No septic tank is permitted on any Grande Oaks Lot.

36. Window or Wall Air Conditioners. No air conditioning unit may be installed in or on any balcony, porch or patio, or any exterior door, garage door, window or wall of a Home in Grande Oaks (full home air conditioning equipment located on first floor patios or on the ground at the rear or side of a Home is excluded from this provision).

37. Window Treatments.

- A. All Home windows and sliding glass doors within Grande Oaks shall have a uniform color and appearance as viewed from outside the Home.

- B. All windows of a Home, including, but not limited to, sliding glass doors, shall have (i) two-inch (2”) (or larger when approved in writing by the ACC) white or neutral color blinds; or (ii) fully functional interior mounted white or neutral color shutters; or (iii) curtains with white or neutral lining on the exterior facing surface. The term “white or neutral color” as used in this Standard shall only include the following shades: white, alabaster, antique white, baby powder, corn silk, cream, Dutch white, eggshell, flax, floral white, ghost white, ivory, Navaho white, old lace, parchment, seashell, snow, vanilla, white smoke and light beige. All such window and sliding glass door treatments shall be installed and fully functional within thirty (30) calendar days of occupancy of the Home.
- C. No security bars shall be placed on the windows of any Home.
- D. No opaque glass film, reflective tinting or mirror finishes may be installed on any Home window or sliding glass.
- E. No awnings, canopies or shutters shall be affixed to the exterior of a Home. No awnings allowed other than the replacement of the developer installed awnings
- F. No Home window or sliding glass door may be covered with newspaper, aluminum foil, cardboard, paper, bed sheets, towels, or any other form of covering; provided, however, temporary window and sliding glass door treatments are permitted for a period of one (1) calendar week (i) after an Owner or tenant first moves into a Home; or (ii) when permanent window or sliding glass door treatments are being cleaned.
- G. No Home window or sliding glass door may be removed, repaired or replaced without the prior written approval of the ACC; provided, however, in the event a Home window or sliding glass door has been destroyed, the Owner shall (i) take immediate steps to secure the Home from weather, pests, and intrusion; (ii) within forty-eight (48) hours of such destruction inform the ACC of the window or door having been destroyed and the protective measures initiated by the Owner; and (iii) within seven (7) calendar days of such destruction, make application to the ACC for prior written approval of the ACC to remove and replace the destroyed window or door.

Miscellaneous

Paragraph Titles. Paragraph titles are used for convenience only and do not limit or circumscribe the topics, subject, concepts, concerns, or matters described therein.

Gender; Plurality. The masculine includes the feminine; the plural includes the singular.

Shall; May. The word “shall” as used in these Community Standards is to be construed as mandatory. Given the context of an expression, “may” shall be construed as mandatory.

No Waiver by Non-Enforcement. No Association Document, including these Standards, is subject to the legal doctrines of laches, waiver, estoppel, acquiescence, or abandonment, and the Association's election, determination, failure, or omission to overlook, avoid, ignore, or forgive a violation of an Association Document or these Standards shall in no manner affect the Association's ability to enforce any and all terms and provisions of any Association Document or these Standards as to any other non-compliance or violation of an Association Document or these Standards. See Declaration, Section 22.4.

Conflict Among Association Documents. To the extent that these Standards impose requirements in addition to those expressed in Association Documents other than the Declaration, these Standards shall control. To the extent that these Standards enhance, clarify, further define, and supplement the Declaration, such enhancement, clarification, further definition, or supplementation does not constitute a conflict as contemplated by Section 7.8 of the Declaration. In the event a court of competent jurisdiction has declared that an actual conflict exists between a provision of these Standards and the Declaration, the Declaration shall control to the extent that (i) the Declaration is consistent with federal law and the laws of the State of Florida, and (ii) not otherwise prohibited by Sections 720.307 and 720.3075, Florida Statutes, or other expressions of Florida Public Policy; otherwise, these standards shall control.


Severability. Should any word, term, provision, clause, sub-paragraph or paragraph of these Standards be judicially declared to be unenforceable, the Court shall attempt to provide a construction to the word, term, provision, clause, sub-paragraph or paragraph which renders the word, term, provision, clause, sub-paragraph or paragraph valid and enforceable, and only in the event such construction cannot be performed shall such offending word, term, provision, clause, sub-paragraph or paragraph be declared invalid and unenforceable, and all other words, terms, provisions, clauses, sub-paragraph, and paragraphs of these Standards shall remain in full force and effect.

Attorney's Fees, Costs, and Expenses. Should any action be brought to enforce, construe or declare these Standards, or to seek an injunction, the Association shall be entitled to recover its reasonable attorney's fees, costs, expert witness expenses, attorney travel and per diem expenses, and all expenses of investigation, discovery and litigation, both pre-trial, at trial and on any appeal therefrom. Such amounts may be levied against the Owner in the form of an Individual Assessment in accordance with Section 22.3 of the Declaration.

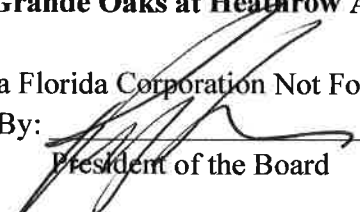
Retained Right to Amend. The Association retains the right to amend, restate, modify, clarify, and enhance these Standards at any time, from time-to-time, and any number of times.

IN WITNESS WHEREOF, the Board of Directors of Grande Oaks at Heathrow Association, Inc. has caused these Community Standards to be adopted by its duly authorized Directors in its name this 24th day of MAY, 2021.

WITNESSES:


Sign
Tracey Buchanan
Print

Grande Oaks at Heathrow Association, Inc.

a Florida Corporation Not For Profit
By: 
President of the Board

Teresa Almeida

Sign

TERESA ALMEIDA

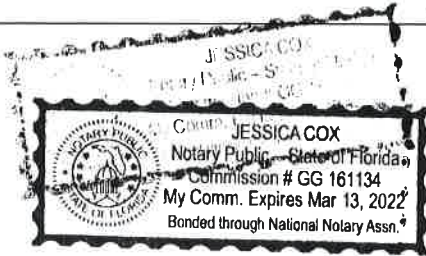
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STATE OF FLORIDA)

)

COUNTY OF SEMINOLE)

SWORN TO AND SUBSCRIBED before me this 24 day of May, 2021, by means of physical presence or online notarization by RONALD KRAYET as President of the Board of Directors of Grande Oaks at Heathrow Association, Inc., who is personally known to me _____ or who produced _____, as identification and who did take an oath.



Jessica Cox

Notary Public

My Commission Expires May 13, 2022