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THIRD AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE KEY VILLAS

These Developer approved amendments via the authority reserved by Developer in Section 20.1, which allows the Developer to unilaterally amend the Declaration during Class "B" period of ownership, of the recorded Declaration of Covenants, Conditions, and Restrictions for Heritage Key Villas ("Declaration") in Public Records of Osceola County, Florida of Book 3053, Page 1388, et seq., as amended by the First Amendment to the Declaration of Covenants, Conditions, and Restrictions, Book 3390, Page 1316, et seq., and the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Heritage Key Villas of Book 4238, Page 2453, et seq., are further amended with the approval of the Developer as follows:

Section 3.1(b) of the Declaration via authority reserved to Developer in Section 20.1 of the Declaration is amended as follows:

(b) Leasing and Rental. The right of an Owner to lease or rent Owner's Unit shall be subject to the approval of Association; any lease or other occupancy arrangement will be deemed to be an acknowledgment and consent on the part of the occupant to use, occupy, and possess such Unit in conformance and compliance with the Governing Documents. Owner shall be responsible for providing a copy of the Governing Documents to the occupant of Owner's Unit prior to execution of the lease or prior to any other occupancy arrangement. All lease and other occupancy arrangements also shall be deemed to contain a provision requiring that any sums due to Association as assessments must be deducted from the gross rentals and paid directly to Association.

The Association shall have the right, but not the obligation, to approve and disapprove of prospective tenants (see 'application process' below). The Association shall have the right, but not the obligation to have Unit Owner complete with their potential tenant(s) or group of tenants an application to be submitted with the reasonable screen fee of \$50.00 (which fee amount may be amended by approval of the Board from time to time) at least fifteen (15) days prior to commencement of lease. All unit owners leasing their unit for more than 30 days to the same tenant(s) or group of tenants shall submit the proposed lease at least fifteen (15) days prior to commencement of the lease term along with the completed application and application fee. The Unit Owner by completing and submitting such application shall grant the Association to perform a background check on all potential tenants (including the lease signer and all other persons to reside in the unit). The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any potential tenant pursuant to this Section, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval. Any lease that is for a period of thirty (30) days or less and renews automatically for any term shall be considered a lease or more than thirty (30) days and shall be required to go through the approval process and other provisions of this section. Non-compliance with this section by a Unit Owner may be subject to sanctions for violation of the Governing Documents as outlined in Section 7.4.

No Owner may assign or otherwise transfer Owner's obligations under this Declaration to any occupant. Association shall have the right to enforce the Governing Documents against Owner, occupant, or any member of occupant's household; individually or collectively. Association shall not be bound by any

~~Association shall have the right, but not the obligation, to approve and disapprove of prospective tenants. The Unit Owner shall perform a background check on all potential tenants (including the lease signer and all other persons to reside in the unit) and shall provide a copy of such report to the Association upon request of the association, unless the unit owner is more than ninety (90) days delinquent in assessments, then the unit owner shall submit the background check to association at least fifteen (15) days prior to commencement of the lease term. The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Section, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval. Any lease that is for a period of thirty (30) days or less and renews automatically for any term shall be considered a lease of more than thirty (30) days and shall be required to go through the approval process and other provisions of this section.~~

The Unit Owner shall agree to remove, at Owner's ~~sole~~ expense, by legal means, including eviction, the tenant and all other persons residing in the Unit, should the tenant refuse or fail to abide by and adhere to this Declaration, the Bylaws, the Rules and Regulations and any other policies adopted by the Association; provided, further, in the event that it shall become necessary for the Association to cause such tenant to be removed from the Unit by initiating an action for injunctive relief, the Unit Owner shall be responsible for all costs, charges and expenses of the Association in connection with such action, which shall be added to and become part of the assessment against that Owner's Unit secured by a lien upon the property against which such assessment is made in accordance with this Declaration.

~~No Unit Owner who is more than ninety (90) days delinquent in assessments may lease its Unit for more than thirty (30) days without providing in advance the Association with the notice of prospective tenant and a copy of the lease. Written notice of a prospective tenant is required for the leasing of a Unit shall be made in the following manner:~~

APPLICATION PROCESS for a potential lease required prior to the leasing of a Unit shall be made in the following manner:

- 1) A Unit Owner intending to make a bona fide lease of his/her Unit shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.
- 2) Within ten (10) days after receipt of such notice and information provided by the Unit Owner to the Association, the Association may, but is not required to, either approve or disapprove of the proposed lease of the Unit. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. Among other viable reasons, the Association shall have the right to use as grounds for disapproval of any lease the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time approval is sought. If the Association takes no action within ten (10) days of receipt of notice and information provided by the Unit Owner, the lease will be deemed approved.
- 3) The Associations shall require the deposit of \$50.00 as a reasonable screen fee simultaneously with the giving of notice of intention to lease for the purpose of defraying the Association's expense and providing for the time involved in determining whether to approve or disapprove the lease. The screening fee may be adjusted from time to time and shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.
- 4) Unauthorized leases – Any lease disapproved pursuant to the terms of this Declaration or not noticed to the Association shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.