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## **FOURTH AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE KEY VILLAS**

These Member approved amendments via the authority reserved by Members in Section 20.2, which allows the Members to amend the Declaration by the affirmative votes or written consent, or any combination thereof, of Members representing at least 67% of Associations total Class "A" votes, 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., the Second Amendment to the Declaration of Covenants, Conditions, and Restrictions for Heritage Key Villas of Book 4238, Page 2453, et seq., and the Third Amendment to the Declaration of Covenants, Conditions, and Restrictions for Heritage Key Villas of Book 4401, Page 1145, et seq., are further amended with the approval of the Members as follows:

### **Section 8.7 of the Declaration via authority reserved to the Members in Section 20.2 of the Declaration is amended as follows:**

8.7 Lien for Assessments. Association may record a lien against any Unit, including Developer's Units, to secure payment of assessments that remain unpaid for a period of 30 days or longer after becoming due. For purposes of this Section, assessments shall include interest, late charges (subject to Florida law), and Legal Costs. Such lien shall be superior to all other liens, except (a) the lien or charge of any recorded First Mortgage (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value, and (b) other liens or encumbrances which by law would be superior. Association's lien may be enforced by suit, judgment, or judicial or nonjudicial foreclosure, unless prohibited by applicable law.

Notwithstanding the above, and subject to applicable law, Board may designate assessments or charges levied solely for the purpose of funding Common Expenses related to acquisition, development, or construction of infrastructure or capital improvements serving the Community (or to pay the cost to underwrite, service, and repay any debt incurred to finance any such acquisition, development, or construction) as a "Capital Improvement Assessment", and the lien therefor shall be superior to (a) Association's lien for other Common Expenses, and (b) all other liens except those deemed superior under federal or Florida law and which may not be made subordinate by this provision.

At foreclosure sale, Association may bid for the Unit and acquire, hold, lease, rent, mortgage, and convey the Unit. Association may sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

~~Sale or transfer of any Unit shall not affect the assessment lien or relieve such Unit from the lien for any subsequent assessments. However, the sale or transfer of any unit pursuant to foreclosure by the first Mortgage (or pursuant to a deed in lieu of foreclosure to a first mortgage) extinguishes the lien relating to any amounts due prior to the Mortgagee's foreclosure or deed in lieu of foreclosure. The purchaser of such foreclosed Unit shall not be personally liable for assessments on such Unit due prior to the foreclosure sale. Such unpaid assessments shall be a Common Expense collectible from Owners of all Units subject to assessment under Section 8.5, including such purchaser, its successors and assigns.~~

Notwithstanding the above, while Association owns a Unit: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Unit had it not been acquired by Association.

**Rule 9 of the Rules and Regulations via authority reserved to the Members in Section 20.2 of the Declaration is amended as follows:**

9. No Owner or occupant shall make or permit any disturbing noises by Owners, or Owner's family, occupants, tenants, servants, employees, agents, visitors, licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts, or conveniences of other Owners or occupants, including areas constituting Common Property within the Community. No Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in areas constituting Common Property or in Owner's unit in such a manner as to unreasonably disturb or annoy other Owners or occupants.

**Rule 14 of the Rules and Regulations via authority reserved to the Members in Section 20.2 of the Declaration is amended as follows:**

14. No owner or occupant shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, terraces, balconies, or windows of any building on the Villas Property. Curtains and drapes or linings thereof which face on exterior windows or glass doors of Units shall be subject to approval by Board. Blinds affixed to windows or glass doors of Units must be vertical blinds of a neutral color, such as cream, ivory, or white and shall be subject to approval by Board. Owners may, however, display one portable, removable United States flag. In addition, Owners may display, in a respectful way, on Armed Forces Day, Memorial Day, Independence Day and Veterans' Day, portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

**Rule 24 of the Rules and Regulations via authority reserved to the Members in Section 20.2 of the Declaration is amended as follows:**

24. No Owner or occupant shall give the gate entrance code to any individual who is not a resident of Heritage Key Villas. Failure to adhere to this policy will result in a \$100.00 fine for non-compliance.

24. 25.

25. 26.

27. 28.

28. 29.

29. 30.

**Rule 28 of the Rules and Regulations via authority reserved to the Members in Section 20.2 of the Declaration is amended as follows:**

28. Every Owner, Owner's family, occupants, tenants, servants, employees, agents, visitors, and licensees shall maintain decorum and cooperation in all interactions with Community staff and representatives, including security.

28. 29.

29. 30.

30. 31.

Witness my hand and seal on this document this 16 day of February, 2016.

Association

Heritage Key Association, Inc., a Florida not-for-profit corporation

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

Dan Hibma

As its President

Witness One

[Signature]  
Witness One signature

Jennifer Gonzalez

Witness One printed name

Witness Two

[Signature]  
Witness Two Signature

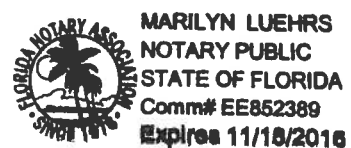
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Witness Two printed name

State of Florida  
County of Osceola

The foregoing instrument was acknowledged before me, the undersigned notary, this 16 day of February, 2016, by Dan Hibma as President of Heritage Key Association, Inc., a Florida not-for-profit corporation, and he acknowledges before me that he freely and voluntarily executed this document as the President, under authority vested to him by said not-for-profit corporation. He is personally known to me or has produced (personally known) as identification and he has not take an oath

[Signature]  
Notary Signature



(notary seal)