

This instrument prepared by and)
should be returned to:)
)
Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)
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**CERTIFICATE OF SECOND AMENDMENT
TO THE
SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS FOR
THE GROVE AT HARBOR HILLS**

WHEREAS, the Declaration of Covenants, Conditions, Easements and Restrictions for The Grove at Harbor Hills was originally recorded at Official Records Book 1417, Page 710 of the Public Records of Lake County, Florida ("Declaration"); and

WHEREAS, the Declaration was completely amended and restated by the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Grove at Harbor Hills recorded at Official Records Book 1422, Page 2124 of the Public Records of Lake County, Florida ("Amended and Restated Declaration"); and

WHEREAS, the Amended and Restated Declaration was also completely amended and restated by the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Grove at Harbor Hills recorded at Official Records Book 3660, Page 835 of the Public Records of Lake County, Florida ("Second Amended and Restated Declaration"); and

WHEREAS, the Second Amended and Restated Declaration was further amended by the Certificate of First Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Grove at Harbor Hills recorded at Official Records Book 5137, Page 2063 of the Public Records of Lake County, Florida ("First Amendment"); and

WHEREAS, pursuant to Section 7.4 of the First Amendment, the approval of at least 66% of the Members, who are present and voting, in person or by proxy, at a duly called meeting of the Members is required to amend the Second Amended and Restated Declaration.

NOW THEREFORE, it is hereby certified that the Second Amendment to the Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Grove at Harbor Hills amending Article VI, Section 6.14 of the Second Amended and Restated Declaration, as set forth herein, was properly approved by the Members at a Special

Members' Meeting held on August 19, 2018.

Article VI, Section 6.14 is hereby amended as follows:

ARTICLE VI
THE USE RESTRICTIONS

...

6.14 **Leasing.** All leases of **a residence on a Lot** shall be restricted to residential use only. **Only the entire residence may be leased, Partial leases (e.g., room or rental of portions of the residence) are prohibited. Owners may lease their Lots no more frequently than twice per calendar year. Owners shall be responsible for providing a copy of the lease to the Association at the time of leasing. Owners shall be personally liable for the actions of their tenants. Owners shall be responsible for apprising the tenants of the Rules and Regulations of The Grove at Harbor Hills. Failure to comply with these provisions may result in certain remedies being applied, including but not limited to, termination of the lease. The lease of a residence on a Lot is defined as occupancy of the residence by any person other than the Owner(s), whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The purpose and objective of this section is to maintain a quiet, tranquil, non-transient, and single-family oriented atmosphere with the residents living in compatible coexistence. The term "single family" means one or more persons occupying a single residence, provided that unless all members are related by blood, marriage or adoption, no such single family shall contain over two unrelated adults. No Owner may lease his/her residence without the prior written approval of the Association.**

- A. **Additional Requirements for Leases. The lease of a residence by an Owner shall also be subject to the following provisions:**
- (1) A lease term shall be for a period of one (1) year. A Lease shall not automatically renew or extend without the approval of the Board as set forth herein.**
 - (2) If so determined by the Board, a residence cannot be leased until such time as all unpaid assessments, judgments, fines, court costs and attorney's fees (if any) incurred by the Association, and all other monies due and owing to the Association for the Lot have been paid.**
 - (3) All leases shall be in writing and all persons eighteen (18) years of age and older residing in the residence must be on the lease.**
 - (4) The tenant(s) shall not sublease to another party. Any such sublease shall be deemed void and the sub-tenant shall be subject to eviction.**
 - (5) All leases require an addendum, which will be provided by the Association. Said addendum shall be attached to and made part of the Owner's lease.**

The addendum will include:

- a. A signed statement from the tenant(s) that they have received from the Owner and read a copy of Second Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for The Grove at Harbor Hills, the Association's Articles of Incorporation, the Amended and Restated By-Laws and Rules and Regulations, all as amended from time to time (the "Governing Documents"). The tenant(s) agrees to abide by all of the provisions of the Governing Documents, and that a violation of the Governing Documents is a material breach of the lease and is grounds for damages, termination and eviction;
- b. A signed statement from the tenant(s) that they will agree to abide by all State and local laws and ordinances; and
- c. A signed statement stating that tenant(s) (including tenant(s)' invitees, family members or guests) shall indemnify, defend and hold the Association and its officers, directors, employees and agents, harmless from and against every claim or demand with respect to bodily injury (including death), property damage, nuisance or other loss or damage of any kind (including attorneys' fees and costs incurred by the Association) arising or alleged to have arisen out of or in connection with tenant(s)' use (or use by tenant(s)' invitees, family members or guests) of the Common Area, including negligence, gross negligence or willful misconduct by the tenant(s) or tenant(s)' invitees, family members or guests.

(6) Each lease shall specifically provide (or, if it does not, shall be automatically deemed to provide):

- a. That a material condition of the lease shall be the tenant's full compliance with the Governing Documents (before or after the execution of the lease and/or any modifications, renewals or extensions of same);
- b. That the tenant(s) and the Owner agree that the Association may proceed directly against the tenant(s), including eviction of the tenant(s); provided, however, the Association must give the Owner and tenant notice of any violation of the Governing Documents, and at least fifteen (15) days to cure the violation or for the Owner to take direct action against the tenant by proceeding with eviction before the Association will proceed with an eviction. Notwithstanding the foregoing, this notice, right to cure and right of the Owner to take direct action shall not be required if the violation is deemed an emergency in the sole discretion of the Board;
- c. That the Owner agrees to irrevocably appoint the Association as the

Owner's agent authorized to bring actions in the Owner's name, including injunction, damages, termination and eviction; and

- d. Should the Association seek to enforce the provisions of the lease, and/or the Governing Documents, including the requirements set forth in this Section through injunctive relief, a claim for damages, eviction and/or termination, then the Association shall be entitled to recover its reasonable attorneys' fees and costs incurred in such enforcement, whether a lawsuit be filed or not (including without limitation, attorneys' fees and costs upon appeal, and in bankruptcy). If such fees and costs are not paid by the tenant(s) within fifteen (15) days after receipt of a written notice, via certified mail or via overnight mail or courier service, by the Association to pay such fees and costs, the Owner of the Lot shall pay them. If the tenant(s) do not pay such fees and costs, the Association shall send written notice, via certified mail or via overnight mail or courier service, to the Owner that the Owner is responsible for such fees and costs, and the Owner shall have fifteen (15) days after receipt of the written notice to pay the Association, or such fees and costs shall bear interest at the highest rate permitted by law. The obligation of the tenant(s) and Owner to pay or reimburse the Association such fees and costs will, if not timely paid, give rise to a cause of action against the tenant(s) and/or Owner pursuant to this Declaration.

B. Cap on Leases:

- (1) No more than ten (10%) percent of the residences may be leased at any given time. The Association shall not approve any lease unless fewer than ten (10%) percent of the residences are currently being leased effective with the date of recording this amendment in the Public Records of Lake County, Florida.
- (2) Owners who are leasing their residences at the time this amendment is recorded in the Public Records of Lake County, Florida, and who have provided a copy of the lease to the Association, which lease was in effect prior to the recording of this amendment in the Public Records of Lake County, Florida may continue leasing their residence, notwithstanding the ten (10%) percent cap, until their Lot is transferred to another person or legal entity. These Owners shall be deemed "Exempt Owners". The residences of these Exempt Owners shall be included when calculating the ten (10%) percent cap for other Owners who wish to lease their residence.
- (3) The Association will review all proposed leases in the order that they are received.
- (4) Except for the residence of an Exempt Owner, a lease is completed, for purposes of this Section, upon the expiration of the term in the lease agreement unless the lease is renewed or extended to the same tenant(s). If

the lease is not renewed or extended to the same tenant(s), that Owner's lease is completed and he/she will not again be entitled to again lease his/her residence unless he/she complies with the provisions of this Section, including the ten (10%) percent cap.

(5) Exempt Owners and their tenants are subject to the approval procedure set forth in Section C below, and all other provisions in the Governing Documents, except the ten (10%) percent cap.

(6) Notwithstanding the foregoing, a majority of the Board may permit a residence to be leased, even if the ten (10%) percent cap will be exceeded, if the Board determines that the Owner has an undue hardship, which requires the leasing of the residence. An undue hardship shall be determined in the sole discretion of the Board.

C. Approval Procedure:

(1) The Owner shall provide in writing to the Association, the Owner's intention to lease his/her residence.

(2) Upon notice of Owners intent to lease his/her residence, the Association will provide Owner with a lease addendum to be executed by the tenant(s) and a lease application form; provided the lease cap has not been met.

(3) The lease application form shall include, but not be limited to:

a. The name and address of the proposed tenant(s), along with the names of all occupants authorized by the Owner to reside in the residence;

b. Term of lease/dates of occupancy;

c. The name and current contact telephone number and/or email address of the Owner and the Owner's Agent, if Owner is not available;

d. Two (2) proofs of the tenant(s)' identity, one of which must be government issued photo identification (driver's license, passport, etc.); and

e. Such other information that the Association deems necessary, including but not limited to, a written authorization to obtain a background check.

(4) Owner shall provide in writing to the Association the following:

a. Copy of executed lease with attached addendum;

b. Completed application form; and

c. An application processing fee. The Association shall have a right to

charge such a fee not to exceed \$100.00 per applicant, other than husband/wife or parent/dependent child, which are considered one applicant.

- D. Lease Entered Into Without Approval.** Any lease entered into without approval of the Association, as set forth above, is in violation of the Governing Documents, and such lease shall be deemed void. If any Owner and/or tenant(s) (including the Owner's or tenant(s)' family, guests, invitees, or employees) violate the Governing Documents, including this Second Amendment to the Second Amended and Restated Declaration, the Association may enforce the Governing Documents against such Owner and/or tenant(s) by filing a proceeding in law or equity, including an action for eviction of the tenant(s).
- E. Attorneys' Fees and Costs.** Should a lawsuit for injunctive relief, damages, eviction or any other relief be filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including pre-suit attorneys' fees and costs and attorneys' fees and costs through any appeals.
- F. Renewals and Extensions.** Not less than fifteen (15) days prior to expiration of a lease, the Owner must notify the Association in writing of his/her intention to renew or extend the lease. In order to obtain approval for renewal or extension of a lease, the Association shall determine if the Owner and/or tenant(s) are in compliance with the Governing Documents and if the Owner is current with all assessments and any other monies owed to the Association. If the Owner and/or tenant(s) are in compliance with the Governing Documents, and if the Owner is current with all assessments and any other monies owed to the Association, then the renewal or extension of the lease shall be approved subject to the current terms for leasing; otherwise, the Association may disapprove the renewal or extension of the lease.
- G. Changes in the Lease.** The Association must be notified in writing of any changes in any lease.
- H. Rules and Regulations.** The Board of Directors shall have the power to adopt and amend rules and regulations governing the details and methodology of the review process and approval procedure, as the same may be deemed necessary from time to time.
- I. Damages.** The Owner will be jointly and severally liable with the tenant to the Association for any amount, which is required by the Association to repair any damage to the Common Area resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant, or the tenant's family, guests, invitees or employees. If such costs are not paid by the Owner and/or tenant(s) of the residence, within fifteen (15) days of the date of receipt of a written request, via certified mail or via overnight mail or courier service, by the Association to pay such costs, such

costs shall bear interest at the highest rate permitted by law. The obligation of the Owner and/or tenant(s) to pay or reimburse the Association such costs will, if not timely paid, give rise to a cause of action against the Owner and/or tenant(s) pursuant to this Declaration. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

J. Any notices required herein shall be deemed received: (i) when delivered in person to the party to be notified; (ii) when mailed, via regular mail or certified mail, five (5) days after being deposited in the United States mail, postage prepaid; (iii) the next business day after being deposited with a recognized overnight mail or courier delivery service; or (iv) the day when transmitted by email or by facsimile with a confirmation of receipt received by the sending party.

K. Chapter 83. Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

Executed at Lady Lake (city), Lake County, Florida, on this the 8th day of August, 2018.

(Signatures on Next Page)

Signed and deliver
in the presence of:

Alexis L. Frame

Printed Name: Alexis L. Frame

Chris Delzio

Printed Name: Chris Delzio

Chris Delzio

Printed Name: Chris Delzio

Alexis L. Frame

Printed Name: Alexis L. Frame

THE GROVE AT HARBOR HILLS
HOMEOWNER'S ASSOCIATION, INC.

By: John Frame

Printed Name: John Frame

Title: President

Address: 5420 Grove Manor

LADY LAKE, FL 32159

ATTEST:

By: Dana Delzio

Printed Name: Dana Delzio

Title: Secretary

Address: 5411 Grove Manor

Lady Lake, FL 32159

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 8th day of August, 2018, by John Frame, and by Dana Delzio, as President and Secretary, respectively, of **THE GROVE AT HARBOR HILLS HOMEOWNER'S ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. They [☒] are personally known to me or [] have produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 8th day of August, 2018.



Print Name: Peter J. Strack

Commission No.: FF200333

My Commission Expires: February 19, 2019

ACTIVE: G23030/352403:11312152_1_BPATRIE