THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR HERITAGE ISLE DISTRICT

THIS THIRD AMENDMENT FOR HERITAGE ISLE DISTRICT (this "Third Amendment") is made by LENNAR HOMES, LLC, a Florida limited liability company ("Developer"), and joined in by the HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration of Covenants and Restrictions for Heritage Isle District in Official Records Book 5320, at Page 481 of the Public Records of Brevard County, Florida as amended (collectively, the "Declaration"), respecting the Heritage Isle community ("Heritage Isle").

B. Pursuant to Section 21.2 of the Declaration, prior to the Turnover Date, Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

NOW THEREFORE, Developer hereby declares that every portion of Heritage Isle is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Words in the text which are lined through (———) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Third Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event that there is a conflict between this Third Amendment and the Declaration, this Third Amendment shall control. Whenever possible, this Third Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Article 13, Section 13.1 of the Declaration is hereby amended as follows:

   13.1 Animals. No animals of any kind shall be raised, bred or kept within Heritage Isle for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Brevard County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, 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 conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a yard of a Home which contains an invisible fence; provided, however, subject to applicable laws and local ordinances, pets may be kept within the yard of a Home that contains an invisible fence at the time this Third Amendment is recorded in the Public Records. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Heritage Isle designated for such purpose, if any, or on that Owner’s Home. The person walking the pet or the Owner shall clean up all matters created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

4. Article 13, Section 13.12 of the Declaration (as amended) is hereby further amended as follows:

   13.12 Fences/Walls/Screen. No walls or fences shall be erected or installed. Invisible fencing may be shall not be permitted with the prior written consent of the ACC; provided, however, invisible fences installed with the prior consent of the ACC at the time this Third Amendment is recorded in the Public Records shall be permitted. All screening and screened enclosures and storm doors, enclosures of balconies, decks or patios, including the addition of vinyl windows, shall have the prior written approval of the ACC and shall be designed, constructed and installed in accordance with the guidelines established or to be established by the ACC in its sole discretion, which guidelines may be modified by the ACC at any time. All screens shall be charcoal in color.

5. Article 13, Section 13.26 of the Declaration is hereby amended as follows:

   13.26 Parking. Owners' automobiles Vehicles shall be parked in the garage or driveway and shall not block the sidewalk. All lawn maintenance vehicles shall be present only when necessary for the purpose of lawn maintenance and shall park on the roadway in front of the Home. No vehicle which cannot operate on its own power shall remain in Heritage Isle for more than twelve hours, except in the garage of a Home. No repair, except emergency repair, of vehicles shall be made within Heritage Isle, except in the garage of a Home. The foregoing provisions of this Section 13.26 specifically shall not preclude the Owners' right to keep and maintain a vehicle inside the garage of a Home and performing maintenance or rebuilding thereof, as long as such vehicle is concealed within the garage of a Home. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including but not limited to boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Heritage Isle except in the garage of a Home. Notwithstanding the foregoing, a recreational vehicle, a boat and/or boat trailer may be kept within the yard of a Home for up to twenty-four (24) hours for cleaning, loading and/or unloading purposes. The term commercial vehicle shall not be deemed to include law enforcement vehicles, recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non-working" vehicles such as pickup trucks, vans, or cars
if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or other builders of Homes, Club facilities, Common Areas, or any other Heritage Isle facility. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than one (1) ton shall be parked in Heritage Isle. Recreational vehicles, personal street vans, personal trucks of one (1) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Heritage Isle. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles of any nature shall be parked on any portion of street within Heritage Isle or a Parcel except on the surfaced parking area thereof between 12:00 a.m. and 6:00 a.m. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere in Heritage Isle. No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked in Heritage Isle, except as may be concealed from the public view and parked within the garage of a Home. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. For any Owner who drives an automobile issued by the County or other governmental entity (i.e. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to maintenance or construction vehicles in connection with the construction, improvement, installation, maintenance or repair by Developer, Club Owner or builders of Homes, Common Areas, the Club, or any other Heritage Isle facility.

6. Article 21, Section 21.3 of the Declaration is hereby amended as follows:

   21.3 Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) sixty six and two-thirds percent (66 2/3%) fifty-one percent (51%) of the votes present (in person or by proxy) of the Association at a duly called meeting of the Members in which a quorum is present.

7. The Bylaws of the Association have been amended as provided in the attached Schedule A, attached hereto and incorporated herein by this reference.

8. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, is ratified and confirmed in its entirety.

9. This Third Amendment shall be a covenant running with the land.

[Signatures on the Following Page]
IN WITNESS WHEREOF, the undersigned being the Developer, has caused this Third Amendment to be executed this 25th day of August, 2015, by its duly authorized representative and affixed its company seal:

WITNESSES:

"DEVELOPER"

LENNAR HOMES, LLC, a Florida limited liability company

By:

Print Name: KEITH MALOY
Title: DIR. OF LAND

(Company Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 25th day of August, 2015, Keith Maloy, as Director of LENNAR HOMES, LLC, a Florida limited liability company. He [is personally known to me] [has produced ]

Notary Public
Print Name: SUSAN M. FINKBEINER
My Commission Expires: 4/14/2016

FloridaNotaryService.com
JOINDER

HERITAGE ISLE DISTRICT ASSOCIATION, INC. ("Association"), does hereby join in the Third Amendment to Declaration of Covenants and Restrictions for Heritage Isle District (the "Third Amendment"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the Third Amendment as Association has no right to approve the Third Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of August, 2015.

WITNESSES:

HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: Milton A. Andre de

By: Carlos de la Ossa

Name: Carlos de la Ossa

Title: President

STATE OF FLORIDA )
COUNTY OF ORANGE )

The foregoing instrument was acknowledged before me this 25th day of August, 2015 by Carlos de la Ossa, as President of HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced N/A as identification, on behalf of the corporation.

My commission expires:  

Print Name: SUSAN M FINKBEINER
NOTARY PUBLIC, State of Florida at Large
MY COMMISSION # EE177468
EXPIRES April 14, 2016
(407) 398-0163 FloridaNotaryService.com
SCHEDULE A

FIRST AMENDMENT TO THE
BYLAWS OF
HERITAGE ISLE DISTRICT ASSOCIATION, INC.,
A FLORIDA CORPORATION NOT FOR PROFIT

This First Amendment to the Bylaws (this "Amendment") of the HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida corporation not for profit (the "Association"), is made by the Board of Directors of the Association (the "Board").

RECITALS

A. Section 11.3 of the Bylaws provides the Bylaws may be amended by not less than the affirmative vote of a majority of the votes of the Board.

B. This Amendment to the Bylaws was approved by not less than the affirmative vote of a majority of the votes of the Board at a properly noticed meeting of the Board held on June 11th, 2015.

NOW THEREFORE, the Board hereby amends the Bylaws as follows:

Words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text. The text will not be double-underlined or stricken when whole sections or paragraphs are added or deleted in their entirety.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. In the event that there is a conflict between this Amendment and the Bylaws, this Amendment shall control. Whenever possible, this Amendment and the Bylaws shall be construed as a single document. Except as modified hereby, the Bylaws shall remain in full force and effect.

3. Section 4.4 of the Bylaws is hereby amended as follows:

4.4 Quorum. A quorum at Members' meetings shall consist of thirty percent (30%) twenty percent (20%) of the total voting interest in the Association, whether represented in person or by proxy. If a quorum is present, the affirmative vote of a majority of votes represented at a meeting in person or by proxy shall constitute the acts of the Members, except when approval by a greater number of Members is required by the Declaration, these Bylaws, the Articles, or by law. When a specified item of business is required to be voted upon by a particular class of Members, if applicable, thirty percent (30%) of the votes of such class of Members shall constitute a quorum for the transaction of such item of business by
that class. After a quorum has been established at a Members' meeting, the subsequent withdrawal of Members so as to reduce the number of votes at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment thereof.

4. Section 5.6 of the Bylaws is hereby amended as follows:

5.6 **Number.** The Board at all times shall consist of not less than three (3) nor more than nine (9) Directors. After elected by the Owners other than the Declarant such a time as the Developer no longer is entitled to appoint a member of the Board pursuant to Section 5.4 above, the number of members may be increased from time to time to a maximum of nine (9) members shall consist of seven (7) Directors. The number of Directors may be increased or decreased from time to time by a vote of the Association's Members; provided, however, the established number of Board members shall always be an odd number. In the event that the number of members of the Board of Directors is changed, such changes in number shall be implemented in such a manner as to have as nearly equal in number as possible the number of Directors whose terms expire in any given year. All directorships shall expire during any given three (3) year period.

5. Section 5.7 of the Bylaws is hereby deleted and replaced with the following:

5.7 **Term of Office.** The term of office of each Director elected by the Owners other than the Developer shall be for staggered terms. Seats one through three shall consist of three (3) Directors that will be elected for three (3) years; seats four and five shall consist of two (2) Directors elected for two (2) years; and seats six and seven shall consist of two (2) Directors elected for one (1) year terms. The order of seats will be based on the candidates receiving the highest number of votes. Thereafter each Director will be elected to a three (3) year term. Each Director shall hold office for the term for which he is elected and until his successor shall have been elected and qualified or until his earlier resignation, removal from office or death.

6. Section 5.10 of the Bylaws is hereby amended as follows:

5.10 **Election.** Elections of the Directors must be conducted in accordance with these Bylaws. All members in good standing of the Association shall be eligible to serve on the board. Election to the Board of Directors shall be by written ballot as hereinafter provided. At such election, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles. The names receiving the largest number of votes cast by eligible voters for each vacancy shall be elected.

7. Section 5.11 of the Bylaws is hereby deleted and replaced with the following:

5.11 **Intent to Serve.** At least 60 days before a scheduled election, the Association shall mail, deliver, or electronically transmit, by separate Association mailing or included in another Association mailing, delivery, or transmission, including regularly published newsletters, to each member entitled to a vote, a first notice of the date of the election. A member or other eligible person desiring to be a candidate for the board must
give written notice of his or her intent to be a candidate to the Association at least 40 days before a scheduled election. Together with the written notice and agenda the Association shall mail, deliver, or electronically transmit a second notice of the election to all members entitled to vote, together with a ballot that lists all candidates. Upon request of a candidate, an information sheet, no larger than 81/2 inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be borne by the Association. The Association is not liable for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of ballots cast. There is no quorum requirement; however at least 20 percent of the eligible voters must cast a ballot in order to have a valid election. A member may not permit any other person to vote his or her ballot, and any ballots improperly cast are invalid. The regular election must occur on the date of the annual meeting. Notwithstanding this paragraph, an election is not required unless more candidates file notices of intent to run than board vacancies exist.

8. Section 5.12 of the Bylaws is hereby deleted and replaced with the following:

5.12 Ties. All ties in the voting process shall be resolved according to Florida Administrative Code Section 61-B.

9. Section 5.13 of the Bylaws is hereby deleted and replaced with the following:

5.13 Challenges. Any challenge to the election process must be commenced within 60 days after the election results are announced.

10. Section 5.15(a)(4) of the Bylaws is hereby amended as follows:

(4) Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes presented in the "Ballot" or "Ballots" contained therein. The ballots shall be returned to the Secretary at the address of the Association.

11. Section 5.16 of the Bylaws is hereby amended as follows:

5.16 Election Committee: Counting of Ballots. Upon receipt of each return, the Secretary shall immediately place it in a safe or other locked place until the day set for the meeting at which the elections are to be held. On that day, the unopened external envelopes containing the "Ballot" envelopes shall be turned over to an Election Committee which shall consist of three (3) members appointed by the Board of Directors, who are not officers, directors or the spouse, parent, child, brother, or sister of an Officer or Director. The Election Committee shall then:

(a) establish that external envelopes were not previously opened or tampered with in any way;
(b) open the external envelopes to establish that the number of envelopes therein marked "Ballot" corresponds to the number of votes allowed to the Member or his proxy identified on the external envelope; and

(c) confirm that the signature of the Member or his proxy on the outside envelope appears genuine; and

(d) if the vote is by proxy, determine that a proxy has been filed with the Secretary.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee. The opened external envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Ballots shall be retained for such period of time after the election as shall be deemed prudent by the Board of Directors.

12. The Bylaws, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specially amended hereinabove, are ratified and confirmed in their entirety.

13. This Amendment shall be effective upon the recording of the Third Amendment to the Declaration in the Public Records, to which this Amendment is attached.

[Signatures on the Following Page]
IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 3rd day of August, 2015.

WITNESSES:

ASSOCIATION

HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida corporation not for profit

By: [Signature]
Name: Carlos de la Ossa
Title: President

Print Name: Jeffrey J. Avelman
Print Name: Brian Cipollone

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 3rd day of August, 2015, by Carlos de la Ossa, as President of HERITAGE ISLE DISTRICT ASSOCIATION, INC., a Florida corporation not for profit, a Florida corporation not for profit. He [is personally known to me] [has produced as identification].

My commission expires: 07/08/2016

Megan S. Davila
NOTARY PUBLIC, State of Florida at Large
Print Name: Megan S. Davila

MEGAN S DAVILA
Commission # EE 199215
My Commission Expires
July 08, 2016

S:JayZ:Clients:LennarHeritage Isle (Brevard):Heritage Isle District:Governing Documents/Bylaws/1st Bylaws Amendment3 - Heritage Isles (District).docx

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