

Prepared by and to be returned to:

Nick Asma
Asma & Asma, P.A.
884 South Dillard Street
Winter Garden, Florida 34787

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR HERITAGE ESTATES PHASE 2**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE ESTATES PHASE 2 (the "Amendment") is made this 25th day of September 2024, by GRACELAND VILLAGE, LLC, a Florida limited liability company ("Developer"), whose mailing address is Post Office Box 770609, Winter Garden, FL 34777.

WITNESSETH:

WHEREAS, on July 6, 2023, the Developer recorded a Declaration of Covenants, Conditions and Restrictions of Heritage Estates Phase 2 in the Public Records of Hillsborough County, Florida as Instrument Number 2023295112 ("Declaration of C & R").

WHEREAS, pursuant to Article XI, Section 11.3 of the Declaration, Developer reserved the right to amend the Declaration, without the consent or joinder of any party, as it deems appropriate provided that no such amendment shall adversely affect the rights of a Builder or Lots owned by a Builder unless the Developer receives the prior written consent from the Builder.

WHEREAS, Developer is currently the Class B Member, Turnover has not occurred, and Developer desires to amend the Declaration to add additional restrictions to Lots with onsite ponds and additional restrictions with regards to the use of Lots and the improvements thereon.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by reference. Capitalized terms which are not defined in this Amendment shall have their meaning as defined in the Declaration, unless the context herein requires otherwise.

2. **Amendment.** Words in the text below which are underlined indicate additions to the existing text. Words in the text which are ~~stricken~~ are hereby deleted from the existing text.

Article III, Property Rights in the Common Areas and Other Easements

3.3 Maintenance.

The Association shall maintain in good repair and shall manage, operate and insure, and shall replace as often as necessary, the Common Areas, including but not limited to the paving, drainage structures, street lighting fixtures and appurtenances, onsite ponds (except as set forth below), landscaping, improvements and any other structures (except utilities) situated or built on the Common Areas (the "Improvements"), with all such work to be done as ordered by the Board of Directors of the Association. Maintenance of the aforesaid street lighting fixtures shall include and extend to payment for all electricity consumed in their illumination. The Association shall maintain the outside portion of any walls or fences (i.e., the side thereof not facing the Property), if any, constructed by the Developer along the perimeter of the Property and each Owner shall maintain the inside surface of that portion of any such wall or fence that lies on or adjoins the Owner's Lot, as well as any other wall or fence that is on the Owner's Lot. The Owner shall not make any changes in a wall or fence, including, but not limited to, change of paint color on the outside of the wall of fence, without the express prior written approval of the Association. Additionally, except as otherwise set forth herein, the Association shall be responsible for all repairs of onsite ponds and the larger pond located to the rear of Lots 84-88 that are necessary to ensure the proper functioning of the ponds as permitted by Hillsborough County or any other governmental agency. Such repairs shall include but not be limited to any repairs necessary due to major pond berm erosion, failure of private storm piping, or failure of stormwater outfall structures leading from an onsite pond. The Association shall not be responsible for mowing the grass around any onsite pond. Rather, each Lot Owner shall be responsible for mowing the grass around any onsite pond located on their Lot. In the event that the failure of an onsite pond is due to the negligent or willful actions of any Lot Owner, all expenses incurred by the Association for repair work arising from the failure of the onsite pond shall be a lien and a Special Assessment charged against the Lot on which the work was done and shall be a personal obligation of all Owners of such Lot. In the event that the Association is required to perform any repair work on the onsite ponds, the Association is not required to obtain any bids for such repair work and can designate the contractor or service provider in its sole discretion.

Article IV Covenant for Assessments

4.5 (b) Special Assessment for Exterior Maintenance on Lots. Each Owner, except as contemplated specifically herein, shall maintain the structures and grounds on his Lot at all times in a clean and attractive condition as provided elsewhere herein. Each Owner shall maintain the grass and landscaping located in the public right-of-way abutting such Owner's Lot. Each Owner of Lots 84 – 88 and any Owner of a Lot adjacent to or with an onsite pond shall be required to mow the portion of the pond located on their Lot. Upon an Owner's failure to do so, the Association may at its option, after giving the Owner five (5) days written notice sent to his/her last known address

and/or to the affected Lot, take the actions the Association deems necessary to place that Lot and the improvements thereon in full compliance with this Declaration including, but not limited to, cutting that portion of the grass, weeds, shrubs, and vegetation which the Owner is to maintain (when and as often as the Association deems necessary), removal of dead trees, shrubs, and plants from such Lot, and having the Lot resodded or landscaped. All expenses of the Association for work performed or actions taken under this provision shall be a lien and Special Assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. No bids need to be obtained by the Association for any such work and the Association shall designate the contractor or other service provider in its sole discretion. The Owners of Lots 84 – 88 and any Owner of a Lot adjacent to or with an onsite pond shall not alter the pond in any manner contrary to how the pond(s) are permitted by Hillsborough County or other governmental agency. In the event an Owner alters a pond that renders it no longer in compliance as permitted by Hillsborough County or any governmental agency, the Association may at its option, after giving the Owner five (5) days written notice sent to his/her last known address and/or to the affected Lot, take all actions the Association deems necessary to restore the pond to its permitted status. All expenses incurred by the Association for work performed or actions taken to restore a pond as described above shall be a lien and a Special Assessment charged against the Lot on which the work was done and shall be the personal obligation of all Owners of such Lot. In the event that the Association is required to perform any repair work on the ponds, the Association is not required to obtain any bids for such repair work and can designate the contractor or service provider in its sole discretion.

ARTICLE VI
GENERAL RESTRICTIONS ON THE USE OF LOTS
AND IMPROVEMENTS TO BE MADE THEREON

6.1. Pets, Livestock and Poultry. No animals, or livestock or poultry of any kind with the exception of a maximum of ten (10) chickens contained within a coop no larger than 6' x 6' located behind the Dwelling Structure screened from street view, shall be raised, bred or kept within the Property other than a maximum of two (2) horses, two cows and household pets such as birds, fish, dogs, and cats, (collectively "Animals") provided they are not held or offered for sale, or maintained or bred for any commercial use, or for any animal rescue program, and provided that they do not become a nuisance or annoyance to any other Owner and in such number as may from time to time be determined by the Association. All Animals must be either kept in a fully fenced area ("Enclosed"), or leashed, tethered or otherwise restrained when outside, and shall not be permitted to run loose. No animals shall be permitted to place or have excretions on any portion of the Property other than the Lot of the Owner of the Animal unless the Owner of the Animal physically removes any such excretions from that portion of the Property. All improvements for the housing or enclosure of Animals, including chicken coops, must be made of wood or masonry, may not be larger than 1,500 square feet, must be located behind the Dwelling Structure screened from street view and must be the design and color of all improvements for the housing or enclosure of Animals, and must meet appearance guidelines approved by the Association or ARB. Any Animal enclosure in excess of twenty-five (25) square feet in size shall be approved by the ARB. No Animals shall be permitted to remain on the Property if it or they are unlawful, dangerous, habitually annoying, or a nuisance to or

destructive of wildlife, or if it or they are specifically excluded from the Property by the Board after notice and hearing.

6.5 **Fence.** The design, material and location of all fencing must be approved in writing by the ARB prior to installation. All fences shall be black painted four board and constructed of wood as depicted on Exhibit D attached. A “no climb” fence feature may be attached to the inside of the four board wood fence for the purpose of animal control as approved by the ARB. All fences shall have a maximum height of ~~five (5)~~ six (6) feet. All fences shall comply with County zoning mandates. Privacy fencing, including vinyl and wood is prohibited. The ARB may adjust the setback at their discretion for the fence due to an abutting house location. The composition, location, and height not specified herein of any other fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. No fence connecting to a perimeter wall shall at the intersection with the perimeter wall exceed the height of the perimeter wall. To the extent tapering is necessary to ensure no fence so exceeds the height of a perimeter wall, such tapering shall commence at a standard rate at least eight (8) feet before the intersection of the fence and wall. Chain link and barbed wire fencing is prohibited. Landscaping, as approved by the ARB, may be utilized for screening but may not exceed a maximum height of ~~five (5)~~ six (6) feet. An Owner of a lot with an onsite pond may construct a black wrought iron style fence around the onsite pond no more than a maximum height of six (6) feet and said fence must include vegetation screening such as viburnum or podocarpus.

3. **Operation.** Nothing contained in this Amendment shall be construed to alter, affect, or impair the charge or encumbrance, or otherwise diminish the operation or effect of those terms and provisions of the Declaration which were not expressly and specifically changed, amended or modified hereby.

4. **Effective Date.** This Amendment shall take effect upon recordation in the Public Records of Hillsborough County, Florida.

[signature page follows]

IN WITNESS WHEREOF, Developer has caused these presents to be executed in its name on the day and year first above written.

Signed, sealed and delivered in our presence:

DEVELOPER:

GRACELAND VILLAGE, LLC, a Florida limited liability company

Elizabeth Millan
Witness Signature

Elizabeth Millan

Witness Print Name

Witness Address: 884 S. Dillard Street

Winter Garden, FL 34787

By: [Signature]
Rohland A. June, II, Manager

Laura Torres
Witness Signature

LAURA TORRES

Witness Print Name

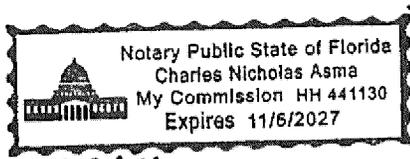
Witness Address: 884 S. Dillard Street

Winter Garden, FL 34787

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 28 day of September 2024, by Rohland A. June, II, as Manager of Graceland Village, LLC, a Florida limited liability company, on behalf of the company. He [] is personally known to me or [] has provided _____ as identification.

(Notary Seal)



[Signature]
NOTARY PUBLIC
My Commission Expires: