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Prepared by, record & return to:



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THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKWOOD ACRES PROPERTY OWNERS ASSOCIATION, INC.

THIS THIRD AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAKWOOD ACRES PROPERTY OWNERS ASSOCIATION, INC., ("Oakwood Acres") is made effective as of this 14 day of ________, 2011 by the execution of a written instrument adopting these amendments signed by at least seventy-five percent (75%) of the owners in Oakwood Acres.

WITNESSETH:

WHEREAS, Developer caused the Declaration of Covenants and Restrictions for Oakwood Acres to be filed in O.R. Book 1424, Page 143, public records of Hernando County, Florida; and

WHEREAS, Developer caused a First Amendment to the Declaration of the Covenants and Restrictions for Oakwood Acres to be filed in O.R. Book 1505, Pages 1418-1433, public records of Hernando County, Florida; and

WHEREAS, Developer caused a Second Amendment to the Declaration to the Covenants and Restrictions for Oakwood Acres to be filed in O.R. Book 1678, Pages 477-480, public records of Hernando County, Florida; and

WHEREAS, Section 4.1.15 of the Declaration provides the restrictions may be modified or amended at any time by an instrument in writing executed by 75% of current lot owners. Each lot counts as one vote; and

WHEREAS, At least 75% of the current lot owners in Oakwood Acres have executed an instrument in writing modifying and amending these deed restrictions as provided herein, which original writing is held by the Association Board of Directors; and

WHEREAS, the Board of Directors shall sign this THIRD AMENDMENT for recording purposes.

NOW, THEREFORE, the following Articles and Sections are amended as hereinafter set forth:

1. Article IV, Section 4.1.6 is amended to read as follows:

4.1.6 Only single family dwellings shall be erected upon lots in OAKWOOD ACRES. The property is to be used for the building of residential dwellings only. Mobile homes, manufactured housing and prefab structures will not be permitted on any lots in OAKWOOD ACRES. No trade, business, or profession of any kind may be conducted within any residential dwelling or on any lot in OAKWOOD ACRES, except that an Owner or occupant residing in a dwelling on a lot may conduct business activities within such dwelling so long as: (i) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the

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dwelling; (ii) the activity confirms to all zoning requirements; (iii) the activity does not involve regular visitation by clients, customers, suppliers, or other business invitees, or door-to-door solicitation of residents of Oakwood Acres; (iv) the activity does not involve boarding of clients customers; and (v) the activity is consistent with the residential character of the subdivision and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of Oakwood Acres, as may be determined in the sole discretion of the Board of Directors of the Association.

- 2. Article IV, Section 4.1.11 is amended to read as follows:
- 4.1.11 All trash, garbage cans, water pumps, tanks, etc. shall be screened from view as to front and side of dwellings. Each parcel or lot, whether or not occupied, shall be maintained and free of refuse, debris and garbage which may be considered a fire or health hazard.
 - 3. Article IV, Section 4.1.12 is amended to read as follows:
- 4.1.12 No Owner shall lease less than the entire Dwelling which he owns, or lease such dwelling for a period of less than three (3) months or more than twice in any calendar year. This provision shall also apply to all tenants and subtenants and is intended to prevent an owner or tenant from boarding or subleasing to multiple people in one Dwelling.
- 4. All other provisions of the Declaration of Covenants and Restrictions for Oakwood Acres not specifically modified or amended herein shall remain in full force and effect.
- 5. This Third Amendment has been ratified and approved by at least 75% of the members of the Oakwood Acres Property Owners Association, Inc.

IN WITNESS WHEREOF, the undersigned owners have executed this Amendment on the day and year stated above.

Oakwood Acres Property Owners Assn., Inc.

By James Brock

Sworn to and subscribed before me this 14th day of December 2011 by James brook, the world the of Oakwood Acres Property Owners Association, Inc., who is personally known to me or who presented 1.0L as identification.

JANIE ADAIR Notary Public - State of Florida Ny Comm. Expires Apr 20, 2014 Commission # DD 974841

Bonded Through National Notary Assn.