Prepared by and return to:

Tiffany Love, Esq
Adams and Reese LLP
100 North Tampa Street, Suite 4000
Tampa, FL 33602

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE ISLES

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Heritage Isles Golf and Country Club Community Association, Inc., was originally recorded in Official Record Book 09922, Page 1078, of the Public Records of Hillsborough County, Florida, as amended from time to time (the "Declaration");

WHEREAS, the Declaration was subsequently amended, by the Declarant prior to the Turnover Date, pursuant to that "First Amendment" to the Declaration, as recorded on August 27, 2001, in Official Records Book 11032, Page 0684, of the Public Records of Hillsborough County, Florida;

WHEREAS, the Declaration was subsequently amended, by the Declarant prior to the Turnover Date, pursuant to that "Second Amendment" to the Declaration, as recorded on December 18, 2001, in Official Records Book 11288, Page 0136, of the Public Records of Hillsborough County, Florida;

WHEREAS, the Declaration was subsequently amended, by the Declarant prior to the Turnover Date, pursuant to that "Third Amendment" to the Declaration, as recorded on June 15, 2003, in Official Records Book 12643, Page 1711, of the Public Records of Hillsborough County, Florida;

WHEREAS, the Declaration was subsequently amended, by the Declarant prior to the Turnover Date, pursuant to that "Amendment to Declaration of Covenants Conditions and Restrictions for Heritage Isles" to the Declaration, as recorded on September 14, 2007, in Official Records Book 18112, Page 541, of the Public Records of Hillsborough County, Florida;

WHEREAS, pursuant to Article X, of the Declaration, the Declaration may be amended by the affirmative vote of no less than two-thirds (2/3) of the owners entitled to vote at a meeting called for such purpose, either in person or by proxy;

WHEREAS, the Declaration was subsequently amended, by the Members of the Association, pursuant to that "Certificate of Amendment" to the Declaration, as recorded on January

26, 2012, in Official Records Book 20923, Page 723, of the Public Records of Hillsborough County, Florida;

WHEREAS, RONALD SORENSEN, as President, and JASON LANNING, as Secretary, of Heritage Isles Golf and Country Club Community Association, Inc., do hereby certify that the following amendments to the Declaration of Covenants, Conditions and Restrictions for Heritage Isles were approved at the membership meeting initially held on February 24, 2025 and reconvened on March 24, 2025 and April 28, 2025, in accordance with said Declaration and the Bylaws of the Association by not less than the consent of at least two-thirds (2/3) of the Members of the Association; .

NOW, THEREFORE, Article VIII, Section 29 and Section 36 of the Declaration of Covenants, Conditions and Restrictions for Heritage Isles is hereby amended to read as follows:

ARTICLE VIII
USE RESTRICTIONS

Section 29. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No Lot shall be used as a hotel, temporary housing establishment, AirBnB, VRBO, vacation rental, assisted living facility or similar establishments. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

For the purposes of this section "lease" or "leasing" shall be defined as the occupancy of a Home by a person who does not have a permanent residence elsewhere while the Owner resides elsewhere; or the occupancy of a Home by any person other than a record owner, whether by oral or written agreement, with or without consideration, for any period of time exceeding thirty (30) consecutive days; or the occupancy of a Home by an adult person who is residing in the Home in exchange for consideration.

Single Family means one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Home.

(a) Lease Requirements. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the following provisions:

(1) All Lease Agreements shall be in writing.

(2) All Lease Agreements, together with an application signed by both the Owner and Tenant, in a form approved by the Association, shall be submitted to the Association for approval at least seven (7) days prior to commencement of the lease term and shall require the written approval of the Association.

Subject to any applicable law, within three (3) business days after receipt of any and all information requested by the Association pursuant to this Section, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Owner is currently delinquent in the payment of any Assessment at the time the approval is sought. If no action is taken within three (3) business days by the Association, the Lease Agreement is deemed approved, provided said lease complies with the provisions of this Declaration. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association. In the event the Association approves a lease, such approval of a lease shall not release the Owner from any obligation under this Declaration. The Association shall also have the right to require that a substantially uniform lease be used.

(3) The Owner shall pay the lease application fee prescribed by the Association. The lease application fee shall initially be fifty dollars and no cents ($50.00), and may be increased from time to time by the Board. Along with the application the Owner shall conduct a background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association;

(4) Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Five Hundred and No/100 Dollars ($500.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner said deposit shall be secured by a lien against such Lot, as provided in Article VI, Section 9 of this Declaration and collected pursuant to Article VI Sections 10 and 11. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

(5) No Lease Agreement may be for a term of less then one (1) year;

(6) No Home may be leased more than two (2) times in any calendar year;

(7) The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of the Declaration, together with any Rules and Regulations and all policies adopted by the Association and any other provisions the Board deems necessary. Failure to include these provisions in a lease shall automatically make said lease void.

(8) Any failure by the Owner and/or tenant to comply with the leasing requirements herein or any violation of the Declaration, Articles of Incorporation, Bylaws, or rules and regulations by the tenant, or any guest of the tenant, is deemed to be a default under the terms of the lease. The Owner shall agree to remove, at the Owner's sole expense, by legal means, including eviction, his or her tenant(s) should the tenant(s) refuse or fail to abide by and adhere to this Declaration, Articles of Incorporation, Bylaws, the Rules and Regulations and any other policies adopted by Association;

(9) Should the Owner fail to initiate and actively pursue the removal of his or her tenant(s) after demand is made by Association, Owner specifically grants Association the Power of Attorney to act on his or her behalf in the removal of said tenant(s) and shall be liable for all costs and reasonable attorney's fees incurred by the Association in doing so. Said costs and reasonable attorney's fees shall be secured by a lien against such Lot, as provided in Article VI, Section 9 of this Declaration and collected pursuant to Article VI Sections 10 and 11; and

(10) All Leases shall require the Home to be used solely as a private single family residence.

(b) Each Home shall be occupied only by an Owner or tenant, members of his or her family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of occupants in any Home, including overnight guests and professional caregivers, shall be as follows:

(1) In the event the Home contains two (2) bedrooms, no more than four (4) persons shall be permitted.

(2) In the event the Home contains three (3) bedrooms, no more than six (6) persons shall be permitted.

(3) In the event the Home contains four (4) bedrooms, no more than eight (8) persons shall be permitted. For each additional bedroom thereafter, 2 persons may be added to the household.

(c) During such time as a Home is leased, the Owner of such Lot upon which the Home

is located shall not enjoy the use privileges of the Common Areas appurtenant to such Lot.

(d) The Association shall have the power to adopt, promulgate, rescind and amend rules and regulations regarding the approval requirements and lease application submission requirements for leases. In the event that a lease is not approved, the tenancy shall not be created and the tenant(s) shall not take possession of the Home or Lot. Tenant(s) and their guest(s) and invitee(s) must comply with the Declaration, as well as the Association's Articles of Incorporation, Bylaws, and rules and regulations of Heritage Isles.

(e) In order to preserve the character of the Association as predominantly owner-occupied, the Association shall limit the leasing of Homes and Lots to fifteen percent (15%) of the total number of Homes in the Association.

i. After a Home becomes eligible for lease, a lease may not be submitted for approval without the Owner first being issued a Lease Permit. An Owner's request for a Lease Permit shall be granted if current, outstanding Leasing Permits have not been issued for more than fifteen percent (15%) of the total number of Homes within Heritage Isles. An approved Lease Permit shall be automatically revoked upon the happening of any of the following events: a) sale or transfer of the Lot to a third party (excluding sales or transfers to (1) an Owner's spouse, (2) a person cohabitating with the Owner, and (3) a corporation, partnership, company, or legal entitle in which the Owner is a principal); b) the failure of an Owner to lease his or her Home within ninety (90) days of receiving a Lease Permit, or (c) the failure of an Owner to have his or her Home leased for any consecutive ninety (90) day period thereafter.

ii. If Leasing Permits have been issued for more than fifteen percent (15%) of the total Homes in the Association, then no additional Lease Permits shall be issued for rental in the Association and those Owners who have been denied Lease Permits shall be placed on a waiting list on a first in, first out basis for consideration when the leased Homes fall to fifteen percent (15%) or less of the total number of Homes in the Association.

iii. All renewals, rollovers and extensions of approved leases beyond the term of the originally approved lease shall be subject to prior written approval by the Association.

iv. The Board of Directors may establish rules and regulations providing for a wait list, if necessary, to assure that no more than fifteen percent (15%) of the total number of Homes are leased at any time.

v. Notwithstanding the above, an Owner, as of the date of the recording of this amendment, shall be grandfathered and exempted from the fifteen percent (15%) limit on leasing. This Section 29(e), shall apply to all Owners of record that acquire title to a lot, after the date of the recording of this Amendment.

Section 36. Notwithstanding anything herein to the contrary, no Home or Lot may be leased during the first ~~one (1) year~~ first two (2) years of ownership by the Owner of that Home or Lot. The foregoing shall not apply to an adult occupant residing with the Owner of the Lot, military service members upon commencement of a military deployment, and any Lot owned by the Association as the result of a foreclosure of its lien or the acceptance of a deed in lieu of foreclosure.

CODING: New Language is marked with a double underline. Delete language is marked with a ~~strikethrough~~.

Signed, sealed and delivered in
the presence of:

Witness: Name Printed: Ernest Reynolds Address: 10228 Buccaneer Way West Palm Beach, FL 33476	HERITAGE ISLES GOLF AND COUNTRY CLUB COMMUNITY ASSOCIATION, INC. By: _____ RONALD SORENSEN, President
Witness: Name Printed: Misty M Bradley Address: 10628 Grand Pinnacle Dr Tampa, FL 33647	

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13TH day of MAY, 2025, by RONALD SORENSEN, as President, respectively, of Heritage Isles Golf and Country Club Community Association, Inc., who is personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Heritage Isles, severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 13TH day of MAY, 2025.

NOTARY PUBLIC, State of Florida
My Commission Expires:

Notary Public State of Florida
Richard S Unger Jr
My Commission HH 646409
Expires 3/3/2029

Signed, sealed and delivered in
the presence of:

Witness: [signature] Name Printed: [illegible] Address: [illegible]	ATTEST: By: [signature] JASON LANNING, Secretary
Witness: [signature] Name Printed: JEFF ALVES Address: 5925 Retella Dr Wesley Chapel FL 33545	

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 13TH day of MAY, 2025, by JASON LANNING, as Secretary, respectively, of Heritage Isles Golf and Country Club Community Association, Inc. who is personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions for Heritage Isles, and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set ~~my hand~~ and official seal this 13TH day of MAY, 2025.

[signature]
NOTARY PUBLIC, State of Florida
My Commission Expires:

Notary Public State of Florida
Richard S Unger Jr
My Commission HH 646409
Expires 3/3/2029