

This instrument was prepared for
And should be returned to:
River Oaks Landing Homeowners Association, Inc.
P.O. Box 7802308
Orlando, FL 32878-2308



Effective January 17, 2017 at the River Oaks Landing Homeowners Association Annual Membership Meeting, the River Oaks Landing Homeowners Association Membership adopted the following three (3) amendments into the River Oaks Landing Homeowner Association, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

**CERTIFICATE OF SECOND AMENDMENT TO RIVER OAKS LANDING
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.**

This Certificate is verified and executed by the board of directors of RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC. and shall provide confirmation that the membership has elected to amend the Association's governing documents by written instrument in conformity with the Association's documents, Chapters 617 and 720, Florida Statutes.

THIS SECOND AMENDMENT TO RIVER OAKS LANDING DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this 17th day of January, 2017.

This second amendment shall constitute the Second Amendment to the following existing association document: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., recorded March 20, 1996 Orange County, Florida 5550642 and recorded September 10, 1996 Orange County, Florida 5754912.

This Second Amendment was duly and properly adopted pursuant to the provisions of Article I, Paragraph 3, and Article VI Paragraph 3, AMENDMENTS, to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC. at the River Oaks Landing Annual Membership Meeting held January 17, 2017.

Article I, Section 3 as amended by the affirmative vote of at least two-thirds (2/3) of the voting interest of the Association membership, by executing a written instrument making said changes and having the same duly recorded in the Public Records of Orange County, Florida.

[Please note: ~~Strikethrough~~ indicates deleted language from the original text and Underscore indicates addition to the original text.]

Article VIII

20. MISCELLANEOUS. No weeds or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any owner shall fail or refuse to keep his lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said lot and remove the same at the expense of the owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining lots or public areas. Owners of lots which abut any part of a lake or waterway shall be obligated to maintain the lot grass and landscaping ~~up to the water line~~ up to the top wall tier and/or top of the wall.

35. Owner's may lease their homes in their entirety upon 15-day written notice to the Association prior to the initiation of the lease agreement. Owner's shall be obligated to provide to the Association (1) a copy of the lease, (2) a photo copy of the tenant's driver's license and vehicle registration for each tenant, and (3) a \$500.00 deposit per lease agreement. Such lease agreement shall identify all persons over the age of 18 who will occupy the home by name and date of birth and shall list the name of the Owner's property manager, if any. The \$500.00 deposit will be refunded within 30 days of expiration of the lease. Should the owner and/or tenant fail to maintain the exterior of the home or cause damage to the Lot or Common Area, the deposit will be deducted accordingly as to any services rendered by the Association in care of the Lot or Common Area. If an Owner intends to renew a lease, and any portion of the deposit has been used by the Association, the Owner must refund the deposit for any amounts under \$500. The Association shall have the irrevocable right to enter on to the Owner's property and cure any and all maintenance violations including but not limited to lawn, landscaping, driveway, paint, mold, and mildew. Any said action taken on behalf of the Association shall not constitute trespassing.

Article IX

10. The Association shall be governed by Florida Statute 720, as amended from time to time.

This THIRD AMENDMENT of the River Oaks Landing Homeowner Association, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC shall be effective upon adjournment of the January 17, 2017 of the River Oaks Landing Homeowners Association Annual Membership Meeting, in which the River Oaks Landing Homeowners Association Membership adopted the above three (3) amendments into the River Oaks Landing Homeowner Association, DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

Executed in Orange County, Florida on this 23 day of October, 2017

Executed By:

RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

[Signature] [Seal]
By: Christopher Straub
Title: President

Attested By:

[Signature] [Seal]
By: Lois Perry
Title: Secretary

Signed, sealed and delivered in the presence of the following witnesses:

[Signature]
Witness #1
Printed Name: Marco Lopez

[Signature]
Witness #2
Printed Name: SONIA HARRISON

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 23 day of October, 2017 by Chris Straub [President] & Lois Perry [Secretary], respectively, of the RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of that Association. They are each personally known to me or have each produced valid photographic identification. They each freely acknowledge executing and attesting to this document in the presence of two subscribing witnesses, each under oath and each duly authorized in them by the corporation as officers of the Association, and that the seal affixed thereto is the true corporate seal, and that all corporate formalities have occurred and been satisfied.

(Notary Seal)

[Signature]
Notary Public – State of Florida
Print Name of Notary: THE T. LE
Commission No.: GG90229
My Commission Expires: MAY 5, 2021

