

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



The following amendment to the declaration of Covenants, Conditions and Restrictions for River Oaks Landing Homeowners Association (ROLHOA) is the result of the execution of the WRITTEN CONSENT FORM Ballots from the ROLHOA Annual Membership Meeting January 6, 2022.

**CERTIFICATE OF FOURTH AMENDMENT TO THE 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 amendment shall constitute as the Fourth Amendment to the following existing association document: DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC., as recorded in Official Records Book 5029, Page 1123, recorded date March 20, 1996, Public Records of Orange County, Florida; and the First Amendment as recorded in Official Records Book 5118, Page 4691, recorded date September 10, 1996 Orange County, Florida.

This Fourth Amendment was duly and properly adopted pursuant to the provisions of Article I, Section 3, AMENDMENTS; and Article VI, Section 3, AMENDMENTS, of the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC. at the River Oaks Landing Annual Membership Meeting held January 6, 2022 by executing a Written Consent Form and the affirmative vote of at least two-thirds (2/3) of the voting interest of the Association membership, prior to official recordation.

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

ARTICLE VIII RESTRICTIONS

ARTICLE VIII SECTION 16. RENTALS.

16. RENTALS. Owners shall not rent their property for periods of less than ~~ninety (90) days~~ one year.

ARTICLE VIII SECTION 35. RENTAL SECURITY DEPOSIT.

35. RENTAL SECURITY DEPOSIT. Owners may lease their homes ~~in their entirety upon 15 day written notice to the Association prior to the initiation of the lease agreement.~~ only upon meeting the criteria specified in ARTICLE VIII Sections 36-37; and ~~owner's~~ owners shall be obligated to provide to the Association (1) a copy of the lease, (2) a photocopy 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~~ replenish the deposit for any amounts under \$500. The Association shall have the irrevocable right to enter on to the owner's property exterior and cure any and all exterior 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 VIII SECTION 36. LEASING.

36. LEASING. A lease occurs when consideration is provided for use, possession or occupancy of a home, whether direct or indirect, however labeled such as a lease, license, or otherwise. When permitted, leasing is further restricted as follows:

- A. The homeowner shall first provide to the Association a written notice of intention to lease the home. Homeowner shall seek from the Association, a) a written reply to the intention within three (3) business days; and b) instructions which outline the required documentation and criteria from the Association. The homeowner shall be in good financial standings with the Association, and in full compliance of the Association's governing documents. The home shall also be in compliance with ARC. A written notice of intention to lease is only the initial step to begin the process between the Association and homeowner. It is NOT an approval for the homeowner to enter into a lease.

- B. At the owner's expense, it is highly recommended that the homeowner/landlord shall perform for each prospective tenant, a State of Florida criminal history record check provided through the Florida Department of Law Enforcement (FDLE), and a credit check utilizing a major credit service bureau. The homeowner/landlord shall provide to the Association an affidavit declaring the homeowner/landlord has performed reasonable due diligence in the tenant screening process and is accountable and responsible to all River Oaks Landing members for the operation of, and tenants in, the rental property.
- C. Prior to the homeowner receiving an approval to lease from the Association, the RIVER OAKS LANDING CRIME FREE LEASE ADDENDUM shall be signed by the homeowner/landlord and all occupants residing in the home that are 18 years of age or older. (Addendum attached).
- D. Prior to the homeowner receiving an approval to lease from the Association, the RIVER OAKS LANDING PEACE AND QUIET LEASE ADDENDUM shall be signed by the homeowner/landlord and all occupants residing in the home that are 18 years of age or older. (Addendum attached.)
- E. If the homeowner/landlord ignores, disregards, or fails to comply with the ROLHOA CC&Rs, and opts to enter into a lease without obtaining a written approval from the Association, the lease shall not occur, the lease shall be void, and the proposed lessee(s), and proposed occupant(s) shall not occupy the home.
- F. A home may not be subdivided or subleased. No lease may be assigned. No room may be leased. No transient tenancy shall occur. When leased, the home is to be occupied by the lessee(s) identified in the owner's notice of intent to lease and approved in writing by the Association. No other occupants are permitted.

ARTICLE VIII SECTION 37. LEASE PROHIBITION.

37. LEASE PROHIBITION.

- A. To preserve the cooperative environment and lifestyle of River Oaks Landing, and its membership, leasing is prohibited during the first two years a homeowner holds any title interest in the home.
- B. Additional leasing is prohibited when twelve (12) of the sixty-five (65) homes are under lease. Homes under lease at the time this amendment is adopted shall be grandfathered into the twelve (12) home allocation until the property ownership changes, or a ninety (90) day period has elapsed since the end of the last lease.

- C. The prohibition on leasing for the first two years of holding title, and restricting the number and length of leases, shall not apply to:
1. A lease approved by the Association within twelve months before the effective date of this provision, and renewals of that lease only changing the dates of leasing and the rental amount, and the homeowner/landlord returns to the Association the signed ROL Crime Free Lease Addendum and the ROL Peace and Quiet Lease Addendum.
 2. A lease by a homeowner who on the effective date of this provision was:
 - a. The devisee or heir of a person who was the unit owner, if the devisee or heir was also the unit owner's spouse, registered domestic partner, sibling, child or stepchild, who occupied the home with the homeowner as a single economic household home at the time of the homeowner's death, or
 - b. The trustee of a trust, if beneficiaries of a majority of the trust assets are those listed in subparagraph i, above.
- D. The ROLHOA Board of Directors may grant a hardship exemption to the two-year delay and length limitations on leasing once while an owner owns a home as follows:
1. Whose homeowner is experiencing significant hardship that was not of the homeowner's creation, and the factual circumstances of the hardship were not known and could not have been known by the homeowner before the homeowner contracted for purchase of the home, and the Association provides written approval of the hardship exemption.
 2. A homeowner's written request for a hardship exemption must state the specific facts justifying the exemption and shall be supplemented by any and all additional information that the Association may request from the homeowner. The board shall provide a written response to the request for exception no later than the day after the next scheduled board meeting.

For historical context: Prior to January 2022, the following River Oaks Landing Homeowners Association DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (CC&Rs) and Bylaw documents have been recorded in Orange County, Florida Public Records.

- 03/20/1996 DOC# 5550642 (CC&Rs)
- 09/10/1996 DOC# 5754912 (CC&Rs)
- 10/25/2017 DOC# 20170584047 (Bylaws)
- 10/25/2017 DOC# 20170584046 (CC&Rs)
- 04/10/2019 DOC# 20190218000 (CC&Rs)
- 01/xx/2022 To be recorded (CC&Rs)

RIVER OAKS LANDING

HOMEOWNERS ASSOCIATION, INC. EST 1996

PEACE AND QUIET LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

Maintain a Peaceful Residence:

The home and property shall be used for residential purposes only. The residents shall maintain the premise in a clean and sanitary condition and not disturb surrounding residents or the peaceful and quiet enjoyment of the premises or surrounding premises. Residents shall obey, and require all guest to obey, all laws, restrictions and covenants, policies, that apply to the premises. The Association strictly enforces parking rules. Residents agree to discreetly manage River Oaks Landing (ROL) gate access and gate codes in order to maintain and respect privacy. Residents agree to not use property for any disorderly, unlawful purpose or detrimental conduct specifically to include illegal, loud, indecent, boisterous, rowdy or immoral activities on the part of the residents, tenants, family, or guests. Residents are advised that local law enforcement agencies are responsible for the safety of the community.

On Residential Property:

- a. It shall be unlawful for any person to make, maintain, create, or allow to be created, any unreasonably disturbing noise that is of such character, intensity or duration as to be detrimental to the life, health, comfort or repose of any individual of ordinary sensibilities residing in or occupying the area.
- b. It shall be unlawful to play any radio, phonograph, television, electronic device, or any musical instrument or operate a sound-amplification device in such a manner as to unreasonably disturb the peace, quiet, comfort, and repose of neighboring inhabitants of ordinary sensibilities, or at any time louder than is necessary for convenient hearing for the person or persons who are in the room, vehicle, or chamber in which such machine, instrument, or device is operated.
- c. The operation of any such machine, instrument, speaker, or device between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to be plainly audible at a distance of 15 feet from the property line of the building or structure, or the boundary of the vehicle in which the noise is located shall be sufficient to prove evidence of a violation of this section.
- d. Any domestic animal that disturbs the peace and quiet of a neighboring resident by habitually and repeatedly barking, howling, crying, screaming, or making other bothersome noises.

Violation of the above prohibited acts will be upheld by River Oaks Landing Homeowners Association (ROLHOA) through the use of the ROLHOA governing documents, and local law enforcement through the use of the Orange County Noise Pollution Control Ordinance, and section 877.03, Florida Statutes. Section 720.305, Florida Statutes allows the prevailing party to recover reasonable attorney fees and costs.

In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

Should any provision of the addendum be invalidated or determined to be invalid in a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

This RIVER OAKS LANDING PEACE AND QUIET LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature Date

Resident Signature Date

Homeowner Signature Date

Property Address: _____ Orlando, Florida 32817

Reference 1: The Orange County Noise Pollution Control Ordinance (Chapter 15 Article V.) regulates excessive and unnecessary noise. Noise disturbances from residential properties in unincorporated Orange County, which adversely affect residential properties, are considered a breach of peace. The Orange County Sheriff's Office responds to noise disturbance complaints.

Reference 2: Florida Statute 877.03. Breach of the peace; disorderly conduct. Whoever commits such acts as are of a nature to corrupt the public morals, or outrage the sense of public decency, or affect the peace and quiet of persons who may witness them, or engages in brawling or fighting, or engages in such conduct as to constitute a breach of the peace or disorderly conduct, shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

Reference 3: Orange County Code of Ordinances Chapter 5, Animals.

RIVER OAKS LANDING
HOMEOWNERS ASSOCIATION, INC. EST 1996

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

1. Resident, any member of the resident's household, or any other occupants or guests of such property, shall not engage in criminal activity and/or facilitate or permit any illegal or unlawful activity, on or near the said premises, including but not limited to:
 - Drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 or the Controlled Substance Act [21 U.S.C. 802] and/or Chapter 893, Florida Statutes).
 - Theft, as defined and prohibited in section 812.014, Florida Statutes.
 - Burglary, as defined and prohibited in section 810.011, Florida Statutes.
 - Violation of Injunction for Domestic Violence, as described and prohibited in section 741.31, Florida Statutes.
 - Stalking, as defined and prohibited in section 784.048, Florida Statutes.
 - Criminal gang related activity, as defined and prohibited in sections 874.03 and 874.05, Florida Statutes.
 - Battery, as defined and prohibited in Chapter 784, Florida Statutes.
 - Aggravated assault, as prohibited in section 784.01, Florida Statutes.
 - Unlawful discharge of a firearm in public, as prohibited in section 790.15, Florida Statutes.
 - Public Nuisance, as prohibited in section 823.10, Florida Statutes.
 - Breach of peace; disorderly conduct, as prohibited in section 877.03, Florida Statutes.
 - Lewd and Lascivious behavior, as prohibited in Chapter 800, Florida Statutes.
 - Trespass after Warning, as prohibited in section 810.09, Florida Statutes.
 - Sexual Crimes, as prohibited in Chapter 794, Florida Statutes.
 - Criminal Mischief, as prohibited in section 806.13, Florida Statutes.

Any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of any persons.

Any violations of any of the Covenants, Conditions, and Restrictions or other governing documents of River Oaks Landing.

THE OCCURRENCE OF ANY OF THE ABOVE ACTS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF THE TENANCY. THE ROLHOA BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO TAKE DIRECT ACTION AGAINST THE SUBJECT OWNER, THE TENANT, OR BOTH TO ENFORCE ALL PROVISIONS OF THIS RULE, TO EVICT OR DISPOSSESS THE TENANT FOR VIOLATIONS OF THIS ADDENDUM, AS WELL AS ANY AND ALL OTHER RULES AND REGULATIONS OR GOVERNING DOCUMENTS FOR RIVER OAKS LANDING. BY ENTERING INTO A LEASE, OR BY TAKING POSSESSION OF ANY PROPERTY IN RIVER OAKS LANDING, ANY TENANT OR OTHER OCCUPANT OF ANY SUCH PROPERTY HEREBY ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS OR PROVISIONS OF THESE RULES, THE CRIME FREE ADDENDUM AND THE GOVERNING DOCUMENTS FOR RIVER OAKS LANDING.

2. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.
3. Should any provision of the addendum be invalidated or determined to be invalid in a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
4. This CRIME FREE LEASE ADDENDUM is incorporated into the lease executed or renewed this day between Owner and Resident.

Resident Signature

Date

Resident Signature

Date

Homeowner Signature

Date

Property Address: _____ Orlando, Florida 32817

This FOURTH AMENDMENT to the Declaration of Covenants, Conditions and Restrictions shall be effective upon recordation of this Certificate in the Official Records in Orange County, Florida.

Executed in ORANGE County, Florida on this 6 day of JANUARY, 2022

Executed By:

RIVER OAKS LANDING HOMEOWNERS ASSOCIATION, INC.

Lois Perry
By: Lois F Perry
Title: President

Attested By:

Brian M Miller
By: Brian M. Miller
Title: Director

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

Chris Straub
Witness #1
Printed Name: Chris Straub

Sean D. Maguire
Witness #2
Printed Name: SEAN D. MAGUIRE

State of Florida
County of Orange

The foregoing instrument was acknowledged before me this 6 day of JANUARY, 2022 by Lois Perry [President] & Brian M Miller [Director], 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: DEBRA DAVIS
Commission No.: Commission # GG 320640
My Commission Expires May 21, 2023
Notary Seal: 