

**CERTIFICATE OF AMENDMENTS
TO THE DECLARATION OF COVENANTS FOR
THE VILLAS AT THREE OAKS**

The Declaration of Covenants for The Villas at Three Oaks was recorded in the Public Records of Indian River County, Florida at Official Records Book 2725, Page 132 et. seq., and amended at Official Records Book 2781, Page 2348 et. seq., Official Records Book 2796, Page 924 et. seq., and Official Records Book 3191, Page 87 et. seq. The same Declaration is hereby amended as approved by at least sixty-six and two-thirds percent (66 & 2/3%) of the entire membership at the Members Meeting held on August 8, 2023.

1. Article VIII, Section 2 is hereby amended as follows:

**ARTICLE VIII
RESALE, LEASE AND OCCUPANCY RESTRICTIONS**

Section 2. Leases.

No portion of a Lot and Home (other than an entire Lot and Home) may be rented. Sub-leasing of a Lot and Home shall be absolutely prohibited. All leases shall be in writing and shall provide that the tenant shall comply with all of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association and its applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing The Properties or administered by the Association. Leasing of Lots and Homes shall also be subject to the prior written approval of the Association, which approval shall not be unreasonably withheld and which shall be deemed given if the Association does not deny approval within fifteen (15) days of its receipt of a request for approval together with a copy of the proposed lease and all supporting information reasonably requested by the Association. No lease shall be approved for a term less than one (1) year and no Home shall be rented for more than three (3) times per calendar year. The total number of Lots and Homes that may be leased at one time within the Properties shall not exceed ten (10). Applications for approval of leases as provided herein will be considered by the Association on a first come first served basis. In the event at least ten (10) Lots and Homes are leased, the lease shall be disapproved. Owners acquiring title to a Lot and Home after the effective date of this amendment are prohibited from leasing the Lot and Home during the first twenty four (24) months of ownership. In the event of conveyance of title with an approved occupant in possession under lease, said moratorium against leasing during the first twenty four (24) months of ownership shall commence upon expiration of lease.

Owners wishing to lease their Lots and Homes shall be required to provide a true, correct and complete copy of the executed Lease to the Association and to place in escrow with the Association a sum of up to One Thousand and No/100 Dollars (\$1,000.00) which may be used by the Association to repair any damage to the Common Areas or other portions of The Properties resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Association shall not be required to pay or remit any interest on any such escrowed funds. The Owner will be jointly and severally liable with the tenant to the Association for any amount in

excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account, less an administrative charge not to exceed Fifty and No/100 Dollars (\$50.00) and less any interest retained by the Association, shall be returned to the Owner within ninety (90) days after the tenant vacates the Home.

(The balance of Article VIII remains unchanged.)

2. The foregoing amendments to the Declaration of Covenants for The Villas at Three Oaks was approved by at least sixty-six and two-thirds percent (66 & 2/3%) of the entire membership at the Members Meeting held on August 8, 2023.

3. All other provisions of the Declaration of Covenants for The Villas at Three Oaks are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 14th day of August, 2023.

WITNESSES AS TO PRESIDENT:

THE VILLAS AT THREE OAKS
COMMUNITY ASSOCIATION, INC.

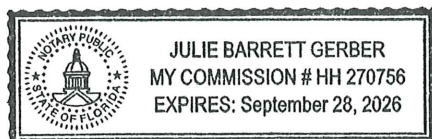
Jean M Bernards
Print Name: Jean M. Bernards
Jenna Streeter
Print Name: Jenna Streeter

By: [Signature]
Steve Perageli, President

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Steve Perageli, as President of The Villas at Three Oaks Community Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on August 14, 2023.

Notarial Seal



Notary Public

Print Name: Julie Barrett Gerber

My Commission Expires: 9/28/26

WITNESSES AS TO SECRETARY:

THE VILLAS AT THREE OAKS
COMMUNITY ASSOCIATION, INC.

Jean M. Bernards
Print Name: Jean M. Bernards

Jonna Streeter
Print Name: Jonna Streeter

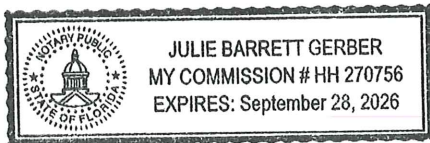
By: Carrie B. Anderson
Carrie B. Anderson, Secretary

CORPORATE
SEAL

STATE OF FLORIDA
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Carrie B. Anderson, as Secretary of The Villas at Three Oaks Community Association, Inc., ☐ who is personally known to me, or ☒ who has produced _____ as identification on August 14, 2023.

Notarial Seal



Julie Barrett Gerber
Notary Public
Print Name: _____
My Commission Expires: _____