



Inst. # 2779202
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Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$656.00

Prepared by and Return To:

Jeffrey Rembaum, Esquire
Kaye Bender Rembaum, P.L.
9121 N. Military Trail, Suite 200
Palm Beach Gardens, FL 33410

(Space Reserved for Clerk of Court)

**CERTIFICATE OF RECORDING
REVIVED AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, RESERVATIONS, SERVITUDES, AND EASEMENTS, AFFECTING
ALL LOTS CONTAINED IN THE PLAT OF HERITAGE OAKS ACCORDING TO THE
PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT
COURT IN AND FOR MARTIN COUNTY, FLORIDA, IN PLAT BOOK 7, AT PAGES
10-17**

This Certificate of Recording is made this 7 day of OCTOBER, 2019
by The Heritage Oaks Home Owners, Inc. (the "Association").

WHEREAS, the purpose of this Revived Amendment to the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements, Affecting All Lots Contained in the Plat of Heritage Oaks According to the Plat Thereof on File in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 7, at Pages 10-17 (the "Revived Declaration") is to continue the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements, Affecting the Real Property of Epoc Tequesta Associates, Inc., and Kim-Bank Associates, Inc., recorded on July 18, 1977 in the Official Records of Martin County, Florida in Official Records Book 424, Page 943, as amended and restated in the Amendment to the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements, Affecting All Lots Contained in the Plat of Heritage Oaks According to the Plat Thereof on File in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 7, at Pages 10-17, recorded in Official Records Book 581, Page 1203, as amended on May 18, 1987 and June 2, 1994 (the "Declaration"). All provisions of this Revived Declaration and all exhibits hereto shall be construed to be covenants running with the land; and

WHEREAS, in conformity with the laws of the State of Florida, not limited to Chapter 712 and Chapter 720 of the Florida Statutes, the Revived Declaration was approved for revitalization by the Association's members, as evidenced by the written consents of the parcel owners by a vote sufficient for approval, and thereafter approved by the Florida Department of Economic Opportunity, as evidenced by its September 27, 2019 letter of approval, received by the Association on September 30, 2019, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the Revived Declaration include the complete text of the proposed revived Declaration submitted to the parcel owners for approval which revived documents identify each parcel that is subject to thereto by their legal description, and by the name of the parcel owner at the time when the Declaration were submitted for approval by the parcel owners.

NOW, THEREFORE, the Association hereby states and declares as follows:

1. The foregoing recitations are true and correct and incorporated herein by reference.

2. The following documents attached as Exhibits "B" through "G", hereto comprise the Revived Declaration and other governing documents thereof. The President and Secretary's signatures affixed below shall heretofore evidence their execution of each of the documents set forth in Exhibits "B" though "G" below and that together comprise all of the Revived Declaration and which are comprised of:

- i. Exhibit "B" – Amendment to Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements, Affecting All Lots Contained in the Plat of Heritage Oaks According to the Plat Thereof on File in the Office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 7, at Pages 10-17, recorded in the Official Records of Martin County, Florida in Official Records Book 581, Page 1203;
- ii. Exhibit "C" – First Amendment to Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements, Affecting All Lots Contained in the Plat of Heritage Oaks, recorded in the Official Records of Martin County, Florida in Official Records Book 719, Page 1293;
- iii. Exhibit "D" – Second Amendment to Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Heritage Oaks, recorded in the Official Records of Martin County, Florida in Official Records Book 1074, Page 1118;
- iv. Exhibit "E" – Amended and Restated Articles of Incorporation of The Heritage Oaks Home Owners, Inc., recorded in the Official Records of Martin County, Florida in Official Records Book 1920, Page 1261;
- v. Exhibit "F" – Amended and Restated Heritage Oaks Home Owners, Inc. Bylaws, recorded in the Official Records of Martin County, Florida in Official Records Book 1074, Page 401 at Page 426; and
- vi. Exhibit "G" – Name of the parcel owners and identification of each parcel subject to the Revived Declaration. *Not Included*

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, hereby execute this Certificate of Recording which shall also serve as evidence of their signatures on each of the documents that comprise the Revived Declaration.

WITNESSES:

Signature

Jeff Flit

Print Name

Philip C. Danford

Signature

Philip C. Danford

Print Name

THE HERITAGE OAKS HOME OWNERS, INC.
a Florida not for profit corporation

By: Walter Hackenjos
Walter Hackenjos, Its President

Date: OCT 7, 2019

STATE OF FLORIDA

COUNTY OF MARTIN

)
) ss:
)

The foregoing instrument was acknowledged before me this 7th day of October, 2019 by Walter Hackenjos, as President of The Heritage Oaks Home Owners, Inc., a Florida not for profit corporation, who is personally known to me or has produced as identification and did not take an oath.



My Commission Expires:

Diane Mangold
Notary Public, State of Florida
Diane Mangold
Print Name of Notary Public

[SECRETARY'S SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Association, by and through its President and Secretary, hereby execute this Certificate of Recording which shall also serve as evidence of their signatures on each of the documents that comprise the Revived Declaration.

WITNESSES:

Signature

Jeff Flit

Print Name

Philip C. Danford

Signature

Philip C. Danford

Print Name

THE HERITAGE OAKS HOME OWNERS, INC.
a Florida not for profit corporation

By:

John Groholski

John Groholski, its Secretary

Date:

OCT 7, 2019

STATE OF FLORIDA

COUNTY OF MARTIN

)
ss:
)

The foregoing instrument was acknowledged before me this 7th day of October, 2019 by John Groholski, as Secretary of The Heritage Oaks Home Owners, Inc., a Florida not for profit corporation, who is personally known to me or has produced _____ as identification and did not take an oath.



Diane Mangold
Notary Public, State of Florida

Diane Mangold
Print Name of Notary Public

My Commission Expires:

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

September 27, 2019

Danielle M. Brennan, Esq.
Kaye Bender Rembaum, P.L.
9121 North Military Trail, Suite 200
Palm Beach Garden, Florida 33410

**Re: The Heritage Oaks Home Owners, Inc., Approval;
Determination Number: 19194**

Dear Ms. Brennan:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for The Heritage Oaks Home Owners, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
[www.twitter.com/FLDEO](https://twitter.com/FLDEO) | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment Florida Relay Service at 711.



NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, MEDIATION IS NOT AVAILABLE TO SETTLE ADMINISTRATIVE DISPUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS DETERMINATION.

488681

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EXHIBIT

B

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES, AND EASEMENTS, AFFECTING
ALL LOTS CONTAINED IN THE PLAT OF HERITAGE OAKS
ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE
CLERK OF THE CIRCUIT COURT IN AND FOR MARTIN COUNTY, FLORIDA,
IN PLAT BOOK 7, AT PAGES 10-17

THIS AMENDMENT, made by S.E.A. INVESTMENT N.V., a Netherlands Antilles Corporation, the Declarant in the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements, affecting the Real Property originally owned by Epco Tequesta Associates, Inc., and Kim-Bank Associates, Inc., as recorded at Official Records Book 424, Page 943, Official Records of Martin County, Florida, and agreed to by a duly authorized representative of seventy-five percent (75%) of the lot owners of the subdivision known as HERITAGE OAKS, and the majority of the Board of Directors of THE HERITAGE OAKS HOME OWNERS, INC.

W I T N E S S E T H:

WHEREAS, EPCO TEQUESTA ASSOCIATES, INC. and KIM-BANK ASSOCIATES, INC., executed the Declaration above referred to and recorded at Official Record Book 424, Page 943, of the Official Records of Martin County, Florida, on the 27th day of June, 1977; and

WHEREAS, said Declaration of Protective Covenants and Restrictions was amended by Amendment recorded on September 15, 1978, in Official Record Book 452, Page 2659, and further amended by instrument recorded on November 2, 1978, in Official Record Book 455, Page 2760, and further amended by instrument recorded on February 8, 1979, in Official Record Book 463, Page 1432, all recorded in the Public Records of Martin County, Florida; and

WHEREAS by Assignment dated February 22, 1980, EPCO TEQUESTA ASSOCIATES, INC., and KIM-BANK ASSOCIATES, INC., assigned to S.E.A. INVESTMENT N.V. all rights of Declarant under the Protective Covenants and Restrictions as amended as set forth; and

WHEREAS, the property subject to the Declaration as above set forth, Paragraph I thereof, is the following described property:

All lots contained in the Plat of HERITAGE OAKS according to the Plat thereof on file in the office of the Clerk of the Circuit Court in and for Martin County, Florida, in Plat Book 7, at Page 10;

and

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WHEREAS, Paragraph XVII of the Declaration as above set forth provides that until such time as the Declarant, its successors or assigns, has completed all sales of all lots in the Heritage Oaks Subdivision, Declarant shall have the sole right and power of amendment of the Declaration; and

WHEREAS, S.E.A. INVESTMENT N. V. has not completed the sale of all lots in Heritage Oaks Subdivision and wishes to make certain amendments to the Declaration; and

WHEREAS, a document substantially similar to this Amendment was inadvertently recorded at Official Record Book 509, Page 2217, Public Records of Martin County, Florida, without said document being executed and without Exhibits referred to therein being attached, and it is the desire of Declarant to make further amendments to that document and to clarify any confusion that may have arisen by the recording of that document; and

WHEREAS, for purposes of clarity S.E.A. INVESTMENT N.V., THE HERITAGE OAKS HOME OWNERS, INC., and the lot owners wish to promulgate the Declaration incorporating all prior amendments and further amendments made by this document, to provide for a single document reflecting the original Declaration as amended by all Amendments to the original Declaration and thus provide a single document which accurately reflects all existing protective covenants, restrictions, reservations, servitudes and easements.

NOW THEREFORE, the Declaration herein referred to is hereby repromulgated as follows:

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES, AND EASEMENTS, AFFECTING
ALL LOTS CONTAINED IN THE PLAT OF HERITAGE OAKS
ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE
CLERK OF THE CIRCUIT COURT IN AND FOR MARTIN COUNTY, FLORIDA,
IN PLAT BOOK 7, AT PAGE 10-17

THIS DECLARATION, made by S.E.A. INVESTMENT N.V., a Netherlands Antilles corporation, the owner of certain of the property hereinafter referred to, and the Declarant herein and agreed to by owners of the lots within HERITAGE OAKS other than those owned by the Declarants, and agreed to by THE HERITAGE OAKS HOME OWNERS, INC.,

W I T N E S S E T H:

WHEREAS, Declarant and the above described lot owners are presently the owners of all the real property described in Paragraph I hereof and intends to subject said property to the protective covenants, restrictions, reservations, servitudes and easements hereinafter set forth, each and all of which is and are for the benefit of said property and of each present and future owner thereof or of any part thereof, and shall inure to the benefit of and pass with said property and each and every part thereof, and to each of their heirs, successors, legal representations and assigns:

PARAGRAPH I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, reservations, servitudes and easements with respect to the various portions thereof set forth in the various paragraphs and subdivisions of this Declaration, is located in the County of Martin, State of Florida, and is more particularly described as follows:

All lots contained in the Plat of HERITAGE OAKS according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Martin County, Florida, in Plat Book 7, at Pages 10 through 17 inclusive, Public Records of Martin County, Florida.

PARAGRAPH II

GENERAL PURPOSES AND COVENANTS

O.R.
BOOK 581 PAGE 1206

The real property described in Paragraph I hereof is subject to the covenants, restrictions, reservations, servitudes and easements hereby declared to insure the best and the most appropriate development and improvement of each lot thereof; to protect the owners of lots against such improper use of surrounding lots as will depreciate the value of their property; to preserve, therefore, as practicable, the natural beauty of said property; to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials; to obtain harmonious architectural schemes; to insure the highest and best development

of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on the lot; to prevent haphazard and inharmonious improvements of the lot; to secure and maintain proper setbacks from streets and adequate free spaces between structures; and, in general, to provide adequately for a high type and quality of improvement in said property, and thereby enhance the property and investments made by purchasers of lots therein.

PARAGRAPH III

DEFINITION OF TERMS

1. Dwelling House, Building, Out-Building.

The words dwelling house, building and out-building, wherever used in this Declaration, shall be deemed and construed to include both the main portion of such structure and all projections therefrom, such as bay, bow, or oriel windows, exterior chimneys, porches, stoops, and the like, including garages incorporated in or forming a part thereof, but shall not include the unsupported eaves of such structures.

2. Lot and Block.

The words lot and block, wherever used in this Declaration shall refer to the numbered lots or blocks of land described in Paragraph I hereof, as shown on the hereinabove referred to Plat. The numbers following the words lot or block refer to the particular lot or lots, block or blocks, so numbered on the aforesaid Plat.

3. Said Plat.

The words said Plat, wherever used in this Declaration, mean and refer to the Plat of HERITAGE OAKS referred to in Paragraph I hereof.

4. Said Property.

The words said property, wherever used in this Declaration, mean and refer to the property, which is platted as HERITAGE OAKS, described in the aforesaid Paragraph I hereof.

5. Setback.

The term setback, wherever used in this Declaration, means the distance between dwelling houses or other structures referred to and the street or side or rear boundary lines of the particular lot.

6. Street.

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The term street, wherever used in this Declaration, means and refers to any street, highway, or other thoroughfare shown on said Plat of HERITAGE OAKS, or contiguous to the real property designated on said Plat, whether designated thereon as street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, or walk.

7. Association.

The term Association, wherever used in this Declaration, shall refer to and mean THE HERITAGE OAKS HOME OWNERS, INC., a Florida Corporation.

8. Committee.

The term Committee, whenever used herein, shall refer to and mean the Architectural Committee created herein.

PARAGRAPH IV

MINIMUM STANDARDS AND PROHIBITED USES

The following minimum standards and prohibited uses shall be applicable to the lots shown on the Plat of Heritage Oaks, as well as to the lots to be created out of parcel "C" as shown on the Plat of Heritage Oaks recorded at Plat Book 7, Page 10, Public Records of Martin County, Florida, all of which shall be used only for single family residential purposes:

A. No single story dwelling house having a floor square foot area of less than 2,200 square feet and no two-story dwelling house having a floor square foot area of less than 2,600 square feet shall be erected, constructed and maintained upon any lot. In computing square foot area, credit shall not be given for screened porches, garages, patios or similar areas. The total ground floor area of any dwelling house plus any out-building, shall not exceed thirty-five percent (35%) of the lot area.

B. No building, structure or object, except approved fences, gates, entrances or landscaping, shall be erected, placed or maintained on any lot nearer than sixty (60) feet to the center line of road or street on which said lot fronts, unless approved by the Architectural Committee.

C. No building, structure or object, except approved fences, gates, entrances or landscaping, shall be erected, placed or maintained on any lot nearer than thirty (30) feet from the rear line of any lot, unless approved by the Architectural Committee. No hedge material shall be installed within thirty (30) feet of any rear property line of any lot where that rear property line is adjacent to any waterway.

D. No building, structure or object, except approved fences, gates, entrances or landscaping, shall be erected, placed or maintained on any lot nearer than fifteen (15) feet to the side line of any lot, unless approved by the Architectural Committee.

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E. The front of any lot shall be the side adjacent to a street. In determining which is the front of a lot adjacent to two (2) streets, the side of such lot fronting on a street other than the street designated as Heritage Drive shall be deemed the front of the lot. The rear shall be the side opposite the front.

F. No dwelling house shall be erected without providing an enclosed garage of sufficient size for not less than two (2) standard automobiles. No open carports shall be constructed. No garage shall be constructed in such a manner that the automobile entrance thereto shall face a street adjacent to said lot or an interior waterway, unless approved by the Architectural Committee.

G. No swimming pool or appurtenant pump house shall exceed two (2) feet in height above the natural ground elevation of such lot.

H. No outdoor fireplace or grill shall exceed six (6) feet in height above the natural elevation of such lot.

I. All garbage cans and trash containers shall be kept, stored and placed in underground containers, and in no event shall a garbage can or trash container be placed for collection on any portion of a lot or an easement or right-of-way unless in such underground container. All garbage placed in such containers shall be sealed in standard trash bags made of material of sufficient strength to contain garbage placed therein without ripping or tearing. All dwelling houses shall contain trash compactors.

J. All lots shall be fully landscaped contemporaneously with the completion of construction of the dwelling house. All yards must be fully sodded from street to the rear property line of lot and in the case of lots adjoining waterways, the rear yard must be sodded to the edge of the water. An automatic, electric underground lawn sprinkling system shall be installed of sufficient size and capacity to fully water the entire lot and all grass and shrubbery. A minimum landscaping expenditure, including cost of installation of well and automatic electric underground irrigation system, shall be TEN THOUSAND DOLLARS (\$10,000.00). Twenty percent (20%) of the landscaping expenditure (minimum of \$2,000.00), shall be for the purchase of mature trees, provided, however, that all landscaping materials must be approved by the Architectural Committee. No fertilizers, chemicals or other forms of contaminants shall be allowed to enter any waterways adjacent to any lot. Installation of the irrigation system shall be contemporaneously with the completion of construction of a dwelling house or shall be within twelve (12) months from the date an owner other than the Declarant takes title, whichever date first occurs. If an owner other than the Declarant fails to commence construction of a dwelling house within twelve (12) months from taking title to a lot, the owner will install the required irrigation system and will landscape the perimeters of the lot expending for the irrigation system and landscaping a minimum of TWO THOUSAND FIVE HUNDRED DOLLARS

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(\$2,500.00). All irrigation systems shall have chases installed around pipes placed under any driveway or sidewalk. All wells installed on any lot for irrigation will be deep enough to provide water with little or no iron content or other mineral content which will stain sidewalks, driveways or exterior surfaces of improvements constructed on the lot. If the iron or mineral content of water produced from any well stains any sidewalk, driveway, or exterior surface or any improvements constructed on any lot, upon notice given to any lot owner that such circumstance exists, the lot owner will within fifteen (15) days of receipt of such notice correct any deficiency in the well or irrigation system causing such stains. Failure to correct the situation within the time specified will authorize and empower the Association to enter upon the lot and take the necessary steps and actions to correct any deficiencies existing in the well and irrigation system. The costs of correction will be assessed against the lot owner and the Association shall have a lien for such costs.

K. All roofs except as hereafter set forth shall have a minimum pitch of 4-1/2 to 12. Flat roofs may be employed only on porches located to the rear of a dwelling house and not visible from the street in front of the house. All roofing materials shall be approved by the Architectural Committee.

L. No dwelling house more than two (2) stories in height and no appurtenant out-building more than one (1) story in height shall be erected, constructed or maintained on any lot.

M. All public utility wires, lines, cables and pipes, including without limitation, all telephone, electrical and cable television wires shall be installed underground through P.V.C. conduit from the dwelling or outbuilding to the street or utility easement. All dwelling houses shall have installed therein an intruder alarm, smoke detection and medical alert system. The system to be installed must be of a type, model and manufacture designated and required by the Architectural Committee. The systems shall be connected to the master security system serving all lots in the Plat at connection points underground through P.V.C. conduit and in accordance with standards set by the Architectural Committee. Where access driveways cross any easement area, six (6) inch diameter Schedule 40 P.V.C. conduits shall be installed around the common street tree irrigation pipe. The conduits shall extend a minimum of five (5) feet beyond the edge of each driveway which crosses the easement area.

C.R.
BOOK 581 PAGE 1210

N. No outdoor clothesline of any kind shall be constructed or used nor shall any clothes, bedclothes, or

cloth materials of any kind be placed outside of any building for drying or airing.

O. No air-conditioning, heating or other appliances of any kind shall be constructed or placed upon any roof of any building or any part thereof, except solar heating units approved by the Architectural Committee.

P. The color of all exterior portions of any building shall consist of natural woods, brick, stone and such colors as the Architectural Committee shall approve.

Q. Unless otherwise approved by the Architectural Committee, construction of approved improvements shall commence within ninety (90) days from the date of approval by the Architectural Committee and construction shall proceed continuously and be completed within a reasonable time, and in no event shall construction of a dwelling house or other improvements be extended or last for more than twelve (12) months unless otherwise approved by the Architectural Committee.

R. No temporary building, tent, structure or improvement shall be constructed, erected or maintained without the prior approval of the Architectural Committee.

S. No basement, garage, trailer or partially completed building shall be used for human occupancy prior to the completion of the entire approved buildings or improvements.

T. No horses, hogs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles shall be kept, raised or maintained on any lot provided, however, that dogs, cats and other household pets may be kept in reasonable numbers if their presence causes no disturbance to others. All pets shall be kept on a leash when not on the owner's lot and no pet shall be allowed to roam unattended.

U. No boat houses or docks shall be permitted to be constructed on any interior lake or body of water adjacent to or contiguous with any lot. This restriction shall not apply to construction on lots bounded on any side by the Loxahatchee River.

V. No motor powered boat shall be used upon any interior lake or body of water adjacent or contiguous to any lot. This restriction shall not apply to any lot bounded on any side by the Loxahatchee River.

W. No truck, tractor, trailer, mobile home, motor home, motorcycle or boat shall be kept parked or stored on any road right-of-way easement or on any lot except within an enclosed garage. No vehicle of any kind shall be parked overnight on any road right-of-way. Provided, however, that nothing contained in this paragraph shall preclude service and delivery vehicles from using the streets and servicing the homes and provided further that motor homes may be parked upon a lot for a period not exceeding one (1) hour, while the owner or driver thereof visits the home of a lot owner.

C.P.
B.C.K. 581 PARF1211

X. No signs, except small name signs approved by the Architectural Committee, shall be placed, erected or displayed on any lot.

Y. No dwelling house, garage, outbuilding or other structure or improvement and no tree, bush, shrub or landscaping of any kind shall be built or maintained upon any easement or right-of-way and said easements and rights-of-way shall at all times be open and accessible to the persons entitled to the use thereof. Notwithstanding the foregoing, landscaping approved by the Architectural Committee shall be maintained by each lot owner in front of each lot to the street and in the rear of each lot adjoining a body of water to the edge of the water.

Z. No natural vegetation and no tree may be removed from any lot unless approved by the Architectural Committee, except if located within the perimeter of the foundation of an approved structure.

AA. All lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate or any fire hazard allowed to exist. Weeds and grass growth shall be kept to a maximum height of four (4) inches above the ground and all trees and shrubs shall be appropriately trimmed.

BB. No nuisance shall be allowed upon any lot or any use or practice that is a source of annoyance to other lot owners or interferes with the peaceful possession and proper use of the lots by the residents thereof.

CC. No immoral, improper, offensive or unlawful use shall be made of any lot, dwelling house or other improvement and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

DD. No aerial or antenna shall be placed directly upon any lot or fixed to any structure.

EE. No lot shall be re-subdivided except by approval of the Declarant. The owner of more than one (1) contiguous lot may apply to the Architectural Committee for permission to use such lots as a site of a single family dwelling, and upon the written consent of the Committee, said contiguous lots shall thereafter be treated as a single dwelling lot; provided, however, that for purposes of voting in the Association, or assessments, said lots shall be treated as distinct and separate lots.

FF. All exteriors of buildings, outbuildings or fences and all exterior surfaces of any type, quality or nature shall be painted or otherwise covered in uniform, soft colors. All colors of exterior surfaces shall be subject to approval of the Architectural Committee.

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GG. No changes in the elevation of any lot shall be made upon the premises, nor shall any fill be used to extend the property beyond the lot line without the prior written consent of the Architectural Committee.

HH. Whenever the Association is permitted or required by the covenants to enter any lot for the purpose of correction, repair, cleaning, clearing, mowing or any other required or permitted activity, such entrances shall not be deemed as trespass.

II. A guest suite or like facility without a kitchen may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased except as part of the entire premises including the main dwelling and provided, however, that such guest suite would not result in overcrowding the site.

JJ. No mail box shall be installed on any lot unless such mail box is of a manufacture, model, type and located in accordance with specifications set forth by the Architectural Committee.

KK. Notwithstanding any of the above provisions, the Declarant possesses the right to construct multi-family housing on the property identified as Parcel C, less the storage compound area, as shown on the above-referenced Plat of Heritage Oaks, according to Paragraph XXV hereof.

PARAGRAPH V

HOMEOWNERS ASSOCIATION

There is an established non-profit Florida corporation known as THE HERITAGE OAKS HOME OWNERS, INC., hereinafter referred to as "Association". A copy of the Articles of Incorporation and By-Laws of the Association are attached hereto as Exhibits "A" and "B", respectively, and made a part hereto.

PARAGRAPH VI

PURPOSES AND MEMBERSHIP IN THE ASSOCIATION TRANSFER OF CONTROL OF THE ASSOCIATION

Purposes of the Association shall be all of the purposes set forth in Paragraph II hereof, and all of the purposes set forth in Article III of the Articles of Incorporation of the Association. The Association shall provide an entity for the execution, performance, administration and enforcement of all the terms and conditions of this Declaration. Each owner of a lot shall, by virtue of such ownership, be a member of the Association and by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner, accept such membership and acknowledge the authority of the Association to act as provided herein and as provided in Exhibits "A" and "B" attached to the Declaration.

O.P.
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When lot owners other than Declarant own fifteen percent (15%) or more of the lots in HERITAGE OAKS that are operated by the Association, those lot owners are entitled to elect at least one-third (1/3) of the members of the Board of Directors of the Association.

The lot owners other than the Declarant are entitled to elect at least a majority of the directors of the Association upon the occurrence of the first of the following events:

1. On October 1, 1984, which is a date three (3) years after fifty percent (50%) of the lots have been transferred to lot purchasers other than the Declarant;

2. Three (3) months after ninety percent (90%) of the lots have been transferred to lot purchasers, other than the Declarant;

3. When some of the lots have been conveyed to purchasers other than the Declarant and none of the others owned by the Declarant are being offered for sale by it in the ordinary course of its business.

The Declarant is entitled to elect at least one (1) member of the Board of Directors of the Association as long as it holds for sale in the ordinary course of its business at least five percent (5%) of the total number of lots within HERITAGE OAKS.

Within sixty (60) days after the lot owners other than the Declarant are entitled to elect a member of the Board of Directors of the Association, the Association must call and give not less than thirty (30) days or more than forty (40) days notice of, a meeting of the lot owners to elect the members of the Board of Directors of the Association. The meeting may be called and the notice given by any lot owner if the Association fails to do so.

While the Declarant holds lots for sale in the ordinary course of its business, the Association may not assess the Declarant any amounts for capital improvements without the written consent of Declarant, nor may the Association take any action that would be detrimental to the sale of lots by the Declarant. However, an increase in the monthly maintenance fee without discrimination against the Declarant is permitted, which may include reasonable contributions to the reserves of the Capital account, as approved by the Association's Annual Operating Budget.

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Within sixty (60) days after the date that the lot owners other than the Declarant elect a majority of the Board of Directors, the Declarant must relinquish control of the Association to the lot owners. At that time, the Declarant must deliver to the Association all property of the lot owners and the Association held or controlled by the Declarant, other than lots owned by Developer including but not limited to the following items:

1. A photocopy of the recorded Declaration of Restrictive Covenants and all Amendments thereto, certified by Affidavit of the Declarant as being a complete copy of the actual recorded Declaration in effect at the time of delivery;
2. A certified copy of the Association's Articles of Incorporation;
3. A certified copy of the Association's By-laws;
4. The Association's minute book;
5. Resignations of officers and members of the Board of Directors of the Association who are required to resign because the Declarant must relinquish control of the Association;
6. The financial records of the Association and their source documents since the incorporation of the Association through the date of the turnover;
7. The Association funds or control of them;
8. All tangible personal property that is property of the Association represented by the Declarant to be part of the common element;
9. Insurance policies;
10. Any permits issued by governmental bodies;
11. A roster of lot owners, their addresses and telephone numbers shown on the Association's records; and;
12. Employment contracts or service contracts between the Association and other entities.

PARAGRAPH VII

FEES, DUES, CHARGES AND ASSESSMENTS

The Declarant hereby covenants, creates and establishes that each owner of any lot of the property described in Paragraph I hereof, by acceptance of a deed or instrument of conveyance or the acquisition of title in any manner, shall hereafter be deemed to have covenanted and agreed to pay to the Association the following fees, dues, charges and assessments:

1. Any annual assessment or charge for the purpose of operating the Association and accomplishing any and all of its purposes, including maintenance of Association property and maintenance of continuous security guard service. Such assessments shall be in equal amounts against the owners of each lot.
2. Any special assessments for capital improvements, emergencies, or non-recurring expenses; such assessments shall be in equal amounts against the owners of each lot.
3. Charges incurred in connection with the enforcement of any of the terms and conditions hereof.
4. Fees or charges that may be established for the use of facilities or for any other purpose deemed appropriate by the Board of Directors of the Association.
5. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. Such assessments shall be in equal amounts against the owners of each lot.

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6. Declarant is not required to pay any assessments whatsoever by virtue of its ownership until December 31, 1982. Beginning January 1, 1983, Declarant shall be required to pay the fees required of each lot owner as stated in sub-paragraphs 1 through 5 of this Paragraph VXX for lots owned by it.

PARAGRAPH VIII
PROCEDURES FOR THE ESTABLISHMENT OF
FEES, DUES, CHARGES AND ASSESSMENTS

The Board of Directors of the Association shall approve and establish all sums which shall be payable by the members of the Association in accordance with the Articles of Incorporation and By-Laws of the Association and the following procedures:

1. Annual assessments against the owners of all of the lots shall be established after the adoption of any operating budget, and written notice of the amount and date of commencement thereof shall be given to each lot owner not less than thirty (30) days in advance of the date thereof. Annual assessments shall be payable at such time or times as the Board of Directors shall direct.

2. Special assessments against the owners of all of the lots and all other fees, dues, and charges, including assessments for the creation of reasonable reserves, may be established by the Board of Directors at any regular or special meeting thereof, and shall be payable at such time or times as the Board of Directors shall direct.

3. The Board of Directors may, from time to time, establish by a resolution, rule or regulation, or may delegate to an officer or agent, the power and authority to establish specific fees, dues or charges to be paid by specific owners of lots for the use of facilities, or to reimburse the Association for expenses incurred in connection with the enforcement of any of the terms of this Declaration. Such sums shall be payable by the affected member at such time or times as shall be established by the resolution, rule or regulation of the officer or agent.

4. The Association shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner. The Association shall, upon demand, furnish an owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the assessment has been paid and/or the amount which is due as of any date. As to parties without knowledge of error, who rely thereon, such certificates shall be conclusive evidence of payment or partial payment of any assessment therein stated having been paid or partially paid.

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PARAGRAPH IX
ENFORCEMENT OF ALL ASSESSMENTS AND
CREATION OF LIENS

The collection of all assessments and creation of liens shall be in accordance with the following provisions:

1. If fees, dues, charges or assessments of any kind are not paid upon the date when due, such sums shall then be and become delinquent and shall, together with interest thereon, attorneys' fees and all costs of collection, be and become a continuing lien and charge on the lot or lots owned by the member of the Association. Such liens shall bind all such property in the hands of the lot owner, his heirs, devisees, personal representatives, successors and/or assigns.

2. If the sums due are not paid within thirty (30) days after the delinquency date, such sums shall bear interest from the date of delinquency at the highest rate of interest which may be lawfully charged to individuals. The Association shall, unless a unanimous vote of the Board of Directors of the Association declares otherwise, bring an action to foreclose the lien against the property in like manner as the foreclosure of mortgage on real property, and there shall be added to the amount due in addition to the interest herein above set forth, all costs of collection and/or appeal and all attorneys' fees incurred by the Association in connection with the collection and/or appeal. The Judgment shall include all of said sums.

PARAGRAPH X
SUBORDINATION OF LIENS TO MORTGAGES

The liens for all fees, dues, charges and assessments provided herein, shall be subordinate to the lien on any bona fide first mortgage, excluding purchase money mortgages, now or hereafter placed on any lot; provided, however, that such subordination shall apply only to the sums which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure or other proceeding in lieu of a foreclosure. No sale, transfer or conveyance of any kind shall relieve any lot owner from the liability for any fees, dues, charges or assessments thereafter becoming due or the lien for any such sums.

PARAGRAPH XI
RESPONSIBILITY OF ASSOCIATION

The Association shall, subject to all of the further terms and conditions hereof, maintain, preserve, repair and regulate all of the following properties:

A. The entrance area of Heritage Oaks, including the gate house, shrubbery, signs, lights, walls, sprinklers and other improvements.

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B. The streets, roads and other areas of improvements related thereto, including all shrubbery, signs, street lights, walks, sprinklers and other improvements. The Association shall also maintain those trees adjacent to any street in the subdivision which are planted in the swale area and lot owners shall not maintain, prune or otherwise care for said trees.

C. The gates, walls, lights, fences and hedges located around the perimeter of Heritage Oaks.

D. The eighteen (18) acre interior lake located within Heritage Oaks.

E. The Heritage Oaks Racquet (Tennis) Club, tennis courts and all other common recreational properties and equipment, whether now or hereafter constructed, acquired or established and all landscaping surrounding them. The Association shall not possess the power nor the right to dispose of the property upon which the Racquet Club sits; said power is reserved to the lot owners and may be exercised only by the unanimous approval of the Board of Directors and at least 75% of the lot owners other than the Declarant.

F. All other property, facilities, improvements or equipment which the Board of Directors of the Association shall determine would properly serve and benefit the members of the Association.

G. The Association shall be responsible for the twenty-four (24) hour a day, seven (7) day a week security guard service including the employment, supervision and management of such employees.

PARAGRAPH XII

PERFORMANCE OF RESPONSIBILITY BY ASSOCIATION

The Association shall perform all of its responsibilities, including those set forth in Paragraph XI above, in such manner and at times as the Board of Directors of the Association shall determine. The Board may take such action as shall be necessary or appropriate to accomplish all of such responsibilities, including without limitation, all of the following:

A. The Board may employ a property manager to administer the affairs of the Association and may delegate and assign to such property manager such duties, responsibilities and functions as the Board shall see fit. The property manager shall be responsible and shall report to the Board.

B. The Board may employ or may authorize the property manager to employ attorneys, accountants, bookkeepers, mechanics, security guards, gardeners, janitors, laborers and such other personnel as shall be necessary to carry out all of the responsibilities of the Association.

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C. The Board may purchase, lease or acquire or may authorize the property manager to purchase, lease or acquire such personal property as may be necessary to perform all responsibilities of the Association. Such equipment may include, without limitation, such office and bookkeeping equipment as shall be necessary to maintain records and accounts of all funds of the Association and may include vehicles, landscaping equipment, recreational equipment, tools and supplies.

D. The Board may, or may not authorize the property manager to enter into all contracts and agreements which shall be necessary, appropriate or convenient to the accomplishment of any of the responsibilities of the Association.

PARAGRAPH XIII

APPROVAL OF PLANS AND LOCATION OF STRUCTURES

1. No building, outbuilding, garage, fence, wall, retaining wall, swimming pool, tennis court, guest suite or other structure of any kind shall be erected, constructed, placed or maintained on said real property, or any part thereof, nor shall any alteration, addition, changing, repairing, remodeling or adding to the exterior thereof be made, unless prior to the commencement of any construction, excavation or other work, two (2) complete sets of plans and specifications therefore, including front, side and rear elevations and floor plans for each floor and basement and two (2) plot plans indicating and fixing the exact location of such structure or such altered structure on the lot with reference to the street, side, and rear lines thereof, and two (2) landscaping plans indicating placement and type of all landscaping material to be placed on the lot or building site and the amount of expenditures for landscaping, and also indicating exterior colors to be used on all exterior surfaces of sub-buildings, outbuildings, fences, shall have been first submitted in writing for approval, and approved in writing by an Architectural Committee.

The Architectural Committee shall be appointed by the Board of Directors of the Association.

The Architectural Committee shall approve only those plans and specifications which shall meet the minimum standards required by the building code of Martin County, Florida and as revised and amended from time to time.

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The Committee shall encourage innovative design in plans and the locations of structures and may recommend to the Board of Directors of the Association to waive any condition of the minimum standards set forth in Paragraph IV hereof if, in the opinion of the Committee, such waiver will foster or encourage innovative design in plan or location of the structure. In each such circumstance, the approval of a majority of the Board of Directors shall be required to approve any such exception and if approved, such exception shall not constitute a general waiver.

2. Such plans and specifications shall provide for adequate approaches or turnouts, on-site guest parking which shall meet the standards required by Martin County, Florida and as revised or amended by said County from time to time. Such installation of approaches or turnouts shall be completed prior to occupation of the dwelling by its occupants.

3. Approval of plans, specifications and locations by the Architectural Committee shall be endorsed on both sets of said plans and specifications, and one (1) set shall forthwith be returned by the Architectural Committee to the person submitting the same.

4. The approval of the Architectural Committee of plans and specifications submitted for approval, as herein specified, shall be deemed to be a waiver by the Architectural Committee of the right to object to any of the features or elements embodied in such plans or specifications, if and when the same features and elements are embodied in any subsequent plans and specifications submitted for approval for use on other lots.

5. After such plans and specifications and other data submitted have been approved by the Architectural Committee, no building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property unless the same shall be erected, constructed or altered in conformity with the plans and specifications and plot plans heretofore approved by the Architectural Committee or its duly appointed agent. If any building, outbuilding, garage, fence, wall, retaining wall or other structure of any kind shall be erected, constructed, placed, altered or maintained upon said property other than in accordance with the plans and specifications and plot plans therefor, approved by the Architectural Committee, such erection, construction, placing, alteration and maintenance shall be deemed to have been undertaken without the approval of the Architectural Committee ever having been obtained as required by this Declaration.

6. (a) After the expiration of one (1) year from the date of completion of any structure or alteration, such structure or alteration shall be deemed to comply with all of the provisions of this Paragraph XIII, unless notice to the contrary shall have been delivered to the lot owner. Declarant and the Association reserve the right, upon giving such notice, to commence legal proceedings to enforce such compliance including the filing of a notice of non-compliance.

(b) In the event that the Architectural Committee shall fail, for a period of thirty (30) days, to approve or disapprove any plans, specifications or plot plans submitted to it for approval, the same shall be deemed to have been approved.

7. Any agent or member of the Architectural Committee may at any reasonable time, enter and inspect any building or property

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subject to the jurisdiction of the Architectural Committee under construction or on or in which the agent or member may believe that a violation of the covenants, restrictions, reservations, servitudes or easements is occurring or has occurred.

8. Prior to the occupancy of any dwelling constructed or erected on any such lot, the prospective occupants thereof shall obtain a Certificate of Occupancy issued by the Architectural Committee, certifying that the construction thereof has been completed in accordance with the plans and specifications approved by the Architectural Committee. No dwelling shall be occupied prior to the issuance of such Certificate of Occupancy. The Architectural Committee may, from time to time, delegate to a person or persons the right to approve or disapprove the plans and specifications and plot plans and to issue such Certificate of Occupancy. A building permit shall not be issued by Martin County for the construction of any dwelling or other improvement, until such time as the Architectural Committee has approved the plans and specifications for such dwelling or other improvement; nor shall a Certificate of Occupancy be issued by Martin County until such time as the Architectural Committee has issued the Certificate of Occupancy referred to herein.

9. The Committee shall be empowered to set and charge a reasonable fee to accompany the filing of plans, specifications, plot plans and landscaping plans. The amount of such fee set by the Committee shall be calculated so as to defray actual costs and expense of processing all applications for approval.

10. The Committee and the Association is empowered to enforce the terms and conditions of this Declaration against any lot owner or dwelling being constructed or erected, or having been constructed or erected, which is not in compliance with the terms and conditions of this Declaration, by proceeding at law or in equity in a Court of competent jurisdiction in Martin County, Florida.

PARAGRAPH XIV

STREETS, EASEMENTS, RESERVATIONS, RIGHTS-OF-WAY AND ADDITIONAL RESTRICTIONS

1. No title to any land in any street is intended to be conveyed, or shall be conveyed to the Grantee under a deed or to the purchaser under any contract, unless expressly so provided in such deed or contract of purchase.

2. Easements, reservations and rights-of-way may be reserved by Declarant, its successors and assigns, in any conveyance it or they may make of said property or portion thereof.

3. Declarant may include in any contract or deed herein-after made, additional protective covenants and restrictions not inconsistent with those contained herein.

4. No dwelling house, garage, outbuilding or other structure of any kind shall be built, erected or maintained upon

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any easement, reservations or rights-of-way; and easements, reservations and rights-of-way shall, at all times, be open and accessible to public and quasi-public utility corporations and other persons erecting, constructing or servicing such public utilities and quasi-public utilities, and to Declarant, its successors and assigns, all of them shall have the right of ingress and egress thereto, and rights-of-way are reserved or may hereafter be reserved.

PARAGRAPH XV

ACCESS RIGHTS TO HERITAGE LAKE
AND THE LOXAHATCHEE RIVER

In accordance with the dedication which appears on the above-referenced plat for Heritage Oaks, Heritage Lake is dedicated to the Association. Access to Heritage Lake for all non-abutting property owners shall be by Parcel A as shown on the Plat for Heritage Oaks.

PARAGRAPH XVI

APPROVAL OF LEASE OF LOTS

No lot, whether improved or unimproved, shall be leased for any term without the prior written approval of the Association, except for lots owned by Declarant and used for sales purposes. A lot owner intending to enter a lease shall give the Association notice of such intention, together with the name and address of the intended lessee, and other information concerning the intended lessees as the Association may reasonably require. Within thirty (30) days after receipt of such notice, the Association must either approve or disapprove the proposed lease. If approved, the approval shall be stated in a certificate executed by the President or Vice President of the Association.

The provisions of this Paragraph XV shall not be applicable to the Declarant or any lending institution which acquires title to the lot by foreclosure or by a deed in lieu of foreclosure.

PARAGRAPH XVII

SCOPE AND DURATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

All of the covenants, conditions and restrictions set forth in this Declaration are imposed upon the property for the direct benefit thereof and the owners thereof as part of the general plan of development, improvement, building and maintenance of said property. Each grantee or purchaser under a contract of sale or agreement of purchase, accepts the same subject to the provisions of this Declaration and agrees to be bound by each such covenant, condition and restriction contained herein. Said

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covenants, conditions and restrictions shall run with the land and continue to be in full force and effect.

PARAGRAPH XVIII

AMENDMENTS

The terms and conditions of this Declaration may be amended, annulled or waived by an instrument in writing recorded in the Public Records of Martin County, Florida in the following manner and subject to the following conditions:

A. Such amendment, annulment or waiver shall have been approved at duly called and held meetings by the unanimous approval of the Board of Directors and the approval of not less than sixty-seven percent (67%) of the lot owners other than the Declarant, entitled to be cast by members of the Association.

B. The Articles of Incorporation and By-Laws of the Association may be amended in the manner so provided in such documents.

C. Notwithstanding the foregoing, no amendment shall be made to the parts of Paragraph X and XV relating to banks, without the written consent of all such parties holding mortgages on lots.

PARAGRAPH XIX

VIOLATION OF COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS

A breach or violation of any of the covenants, restrictions, reservations, servitudes and easements, set forth in the Declaration shall give to the Declarant and to the Association, jointly and severally, the right to immediate entry upon the property on which said violation exists and similarly to abate and remove, at the expense of the owner thereof, any erections, structure, building, thing or condition, that may be or exist thereon contrary to this Declaration, and to the true intent and meaning of the provisions hereof, and neither the Declarant nor the Association shall be liable for any damages occasioned thereby. The result of every act or omission or commission or the violation of any covenant, restriction, reservation, servitude and easement hereof, whether such covenant, restriction, reservation, servitude and easement is violated in whole or in part, is hereby declared to be and to constitute a nuisance; and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against any such owner or any lot and may be prohibited and enjoined by injunction. Such remedy shall be deemed cumulative and not exclusive.

Where action, suit or other judicial proceeding is instituted or brought for the enforcement of these covenants,

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restrictions, reservations, servitudes and easements, the losing party in such litigation shall pay all expenses, including a reasonable attorney's fee, incurred by the other party in such legal proceeding. Provided, further, that where such action, suit or other judicial proceeding is instituted or brought and such attorneys' fees awarded, the Declarant, Architectural Committee or the Association shall have a lien against the lot securing the collection of such attorneys' fees. Provided, further, that the costs of the Declarant, the Architectural Committee or the Association incurred in entering upon the property where a violation exists and abating and removing any erection, structure, building, thing or condition that may be or exist therein contrary to this Declaration and to the true intent and meaning of the provisions hereof, shall be assessed against the owner of such lot and the Declarant, the Architectural Committee or the Association, shall have a lien on such lot to secure the collection of such expense. The liens created by this section shall be enforced in accordance with the provisions of this Declaration.

PARAGRAPH XX
RIGHT TO ENFORCE

The provisions contained in this Declaration shall bind and inure to the benefit of and be enforceable by the Declarant and the Association or by the owner or owners of any portion of said property, their and each of their legal representatives, heirs, successors and assigns. Failure by the Declarant, the Association or by the owner or owners of any portion of said property or their legal representatives, heirs, successors or assigns to enforce any of such covenants, restrictions, reservations, servitudes and easements herein contained shall, in no event, be deemed a waiver of the right to do so thereafter, unless otherwise provided herein.

PARAGRAPH XXI
ASSIGNMENT OF POWERS

Any and all rights of powers and reservations of the Declarant herein contained may be deeded, conveyed or assigned to another corporation, co-partnership or individual, and upon such corporation, co-partnership or individual evidencing its consent in writing to accept such assignment and to assume such duties and powers it shall, to the extent of such deed, conveyance or assignment, have the same rights and powers, and be subject to the same obligations and duties as are given to and assumed by the Declarant herein and thereupon Declarant shall be relieved of the performance of any further duty or obligation hereunder to the extent of such deed, conveyance or assignment. ^{BOOK} 581 PAGE 1224

In the event Declarant shall convey all of its right,

title and interest in and to the real property described in Paragraph I hereof and shall assign all of its rights, powers and privileges under this Declaration to another corporation, co-partnership or individual, acknowledged and recorded in the Office of the Clerk of the Circuit Court of Martin County, Florida, accept such conveyance and assume and agree to be bound by each and all of the obligations and duties hereby imposed onto the Declarant, then and in that event Declarant shall be relieved of the performance of any further duty or obligation hereunder and such other corporation, co-partnership, or individual shall succeed to all of the rights, powers, reservations, obligations and duties, as though such other party had originally been named as Declarant instead of Declarant.

PARAGRAPH XXII

MARGINAL NOTES AND HEADINGS OF PARAGRAPHS

The marginal notes and headings as to the contents of particular paragraphs are inserted only as a matter of convenience and for reference, and in no way are, nor are they intended to be, a part of this Declaration, or in any way to define, limit or describe the scope and intent of that particular section or paragraph to which they refer.

PARAGRAPH XXIII

THE VARIOUS PARTS OF THIS DECLARATION
ARE SEVERABLE

In the event of any clause, subdivision, term, provision or part of this Declaration being adjudicated by final judgment of any court of competent jurisdiction to be invalid or unenforceable, then disregarding the paragraph, subdivision, term, provision or part of this Declaration as adjudicated to be invalid or unenforceable, the remainder of this Declaration, and each and all of its terms and provisions not so adjudicated as invalid or unenforceable shall remain in full force and effect, and each and all of the paragraphs, subdivisions, terms, provisions or clauses of this Declaration are hereby declared to be severable and independent of each other.

PARAGRAPH XXIV

PROCEDURE FOR ENFORCEMENT OF LIEN RIGHTS

Where the Declarant, the Association are jointly or severally granted lien rights for the collection of assessments, expenses or attorneys' fees in this Declaration, the following procedures shall be followed for the enforcement of such lien rights:

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A. Upon the right to a lien accruing, the Declarant, or the Association shall cause to be executed by an authorized representative a claim of lien in the form attached to the Declaration as Exhibit "C". Said claims of lien shall specify the nature of the assessment or charge and the amount of the assessment or charge. Immediately upon its execution, the claim of lien shall be recorded in the Public Records of Martin County, Florida.

B. Within fifteen (15) days of the execution and recording of a claim of lien for any assessment or charge, a copy of the executed claim of lien shall be forwarded to the owner of the lot against which such lien is filed with notice to the owner of the amount due and stating that the owner shall have fifteen (15) days from receipt of a copy of the executed claim of lien within which to pay all assessments and charges secured by said claim of lien, plus any additional interest or costs incurred by the Association or Declarant in connection therewith. Said notice shall inform the lot owner that if such payment is not made within the time specified, the Declarant or Association may proceed to foreclose the lien in the Circuit Court of Martin County, Florida.

C. Upon expiration of the time stated in the notice required by subparagraph B above, the Declarant or the Association may upon the consent of the majority of the Board of Directors file an action in the Circuit Court of Martin County to foreclose the claim of lien filed and shall diligently prosecute said foreclosure action until all charges assessed and secured by said claim of lien are collected.

PARAGRAPH XXV

DEVELOPMENT OF PARCEL C

The right of the Declarant to construct multi-family housing pursuant to Paragraph IV KK hereof is subject to the following conditions and procedures:

The Declarant shall be entitled to seek and secure the governmental permits or approvals necessary so that Parcel "C" of the plat of HERITAGE OAKS, recorded at Plat Book 7, Pages 10 through 17, Public Records of Martin County, Florida may become zoned and/or developed for residential purposes, in either of the following manners:

a. As single family lots with zoning density of one-third (1/3) acre parcels similar to existing lots within HERITAGE OAKS. The terms and conditions of this Amendment to the Declaration shall apply to these lots; or

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b. Zero lot line cluster housing exempting the setback requirements of the Amendment to the Declaration to be recorded

in Paragraph I hereof, at a density not to exceed four (4) per acre. In all other respects, the terms and conditions of this Amendment to the Declaration shall apply to this zero lot line cluster housing.

c. The lot owners other than Declarant agree not to object to Declarant's efforts mentioned above, if the Declarant's proposed and actual development of Parcel "C" is in accordance with subparagraphs "a" and "b" of this Paragraph XXV.

d. The Developer shall have the right to relocate the storage compound and work area to any other reasonable location within Parcel B or C to accommodate his building and development plans. If such relocation is made, Developer will provide a comparable facility, approximately 1/4 acre in size at no cost to the Association. This location, when finally selected, will be deeded to the Association and is to be included with all other common properties such as lakes, streets, guard house, tennis club, etc. and governed as all other common property of the Association.

IN WITNESS WHEREOF, the Declarant, the majority of the members of the Board of Directors of Heritage Oaks Home Owners, Inc., and a duly authorized representative of the lot owners other than the Declarant, have set their hand and seal this _____ day of _____, 19____.

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SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Christopher Allen Smiler
Larry G. Johnson

STATE OF Florida)
COUNTY OF Martin)

ss.

S.E.A. INVESTMENT N.V.

BY: William H. MacArthur
(CORPORATE SEAL)



I HEREBY CERTIFY that on this day before me, a Notary Public duly authorized in the County and State aforesaid to take acknowledgements, personally appeared William H. MacArthur an officer of S.E.A. INVESTMENT N.V., a Netherlands Antilles corporation, to me well known to be the person described in and who executed the foregoing instrument as such officer; and he acknowledged that he executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed and that he affixed thereto the corporate seal of said corporation; all under authority vested in said officer of said corporation.

WITNESS my hand and official seal this 29th day of August, 1983.

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 4, 1987
BONDED THRU - ADVANCED INSURANCE

Stephen C. Schaffer
Notary Public

THE HERITAGE OAKS HOME
OWNERS, INC.

SIGNED, SEAL AND DELIVERED
IN THE PRESENCE OF:

Christopher Allen Smiler
Larry G. Johnson

BY: William H. MacArthur

BY: Alice Dutton
(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Martin)

ss.

I HEREBY CERTIFY that on this day before me, personally appeared William H. MacArthur and Alice Dutton, Directors of THE HERITAGE OAKS HOME OWNERS, INC., a Florida corporation, to me well known and known to be the persons to be described in and who executed the foregoing instrument as Directors; and they acknowledged that they executed the same freely and voluntarily on behalf of said corporation for the purposes therein expressed and that they affixed thereto the corporate seal of said corporation; all under authority vested in said Directors of said corporation.

WITNESS my hand and official seal this 29th day of August, 1983.

Stephen C. Schaffer
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 4, 1987
BONDED THRU - ADVANCED INSURANCE

BOOK 581 PAGE 1228

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

A DULY AUTHORIZED
REPRESENTATIVE OF 75% OF
THE LOT OWNERS OTHER THAN
S.E.A. INVESTMENT N.V.

Christopher Alan Smiler
Dee H. Spitzer -

BY: S. J. Drayton
(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Martin)

ss.

I HEREBY CERTIFY that on this day before me, an officer,
duly authorized in the County and State aforesaid to take
acknowledgments, personally appeared Spencer Drayton
a duly authorized representative of 75% of the lot owners other than
S.E.A. INVESTMENT N.V., to me well known and known to be the person
to be described in and who executed the foregoing instrument as such
representative; and he acknowledged that he executed the same freely
and voluntarily on behalf of said lot owners for the purposes therein
expressed; all under authority vested in said representative of said
lot owners.

WITNESS my hand and official seal this Eighth day of
September, 1983.

Stephen C. Klapfer
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 4, 1987
BONDED THRU - ADVANCED INSURANCE

BOOK 581 PAGE 1229

CLAIM OF LIEN

This is a Claim of Lien for unpaid assessments and interest on those assessments, together with attorneys' fees incurred by the undersigned and incident to the collection of the assessments or enforcement of this lien which was created and established under the Protective Covenants, Restrictions, Reservations, Servitudes and Easements Affecting the Real Property of EPCO TEQUESTA ASSOCIATES, INC., and KIM-BANK ASSOCIATES, INC., as recorded at Official Record Book 424, Page 923, Public Records of Martin County, Florida, upon the following described property:

Lot _____, Block _____, HERITAGE OAKS Subdivision, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court, in and for Martin County, Florida, at Plat Book 7, Page 10.

The name of the record owner of the above described property is _____

This Claim of Lien is to secure the payment of assessments against the owner by the undersigned in the following amounts that were due upon the dates indicated:

Amounts Due

Dates When Due

Signed, sealed and delivered in the presence of:

THE HERITAGE OAKS HOME OWNERS ASSOCIATION, INC.

By _____

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 19 _____

Notary Public

My commission expires:

BOOK 581 PAGE 1230

SEP 22 1972
NOTARY PUBLIC
MARTIN COUNTY, FLORIDA
JES
[Signature]

CAUTION: NOT TO BE USED FOR
IDENTIFICATION PURPOSES

THIS IS AN IMPORTANT RECORD
SAFEGUARD IT

ANY ALTERATIONS IN SHADED
AREAS RENDER FORM VOID

DD FORM 214 1 JUL 79		PREVIOUS EDITIONS OF THIS FORM ARE OBSOLETE.		CERTIFICATE OF RELEASE OR DISCHARGE FROM ACTIVE DUTY																																									
1. NAME (Last, first, middle) MORGES, JOEL FREDERICK		2. DEPARTMENT (Component and Branch) AIR FORCE-REG AF		3. SOCIAL SECURITY NO. 220 188 0194																																									
4a. GRADE, RATE OR RANK SGT	4b. PAY GRADE E4	5. DATE OF BIRTH 1961 Jan 03	6. PLACE OF ENTRY INTO ACTIVE DUTY Pittsburgh PA																																										
7. LAST DUTY ASSIGNMENT AND MAJOR COMMAND 347AGS (TAC)			8. LOCATION WHERE SEPARATED Timdy AFB CA																																										
9. COMMAND TO WHICH TRANSFERRED USAFR			10. SGLI COVERAGE AMOUNT \$ 35,000 <input type="checkbox"/> NONE																																										
11. PRIMARY SPECIALTY NUMBER, TITLE AND YEARS AND MONTHS IN SPECIALTY (Additional specialty numbers and titles including periods of one or more years) 43151, Tactical Aircraft Maintenance Specialist, 4 years			12. RECORD OF SERVICE																																										
			<table border="1"> <thead> <tr> <th></th> <th>YEAR (s)</th> <th>MON (s)</th> <th>DAY (s)</th> </tr> </thead> <tbody> <tr> <td>a. Date Entered AD This Period</td> <td>1979</td> <td>Jul</td> <td>20</td> </tr> <tr> <td>b. Separation Date This Period</td> <td>1983</td> <td>Jul</td> <td>19</td> </tr> <tr> <td>c. Last Active Service This Period</td> <td>04</td> <td>00</td> <td>00</td> </tr> <tr> <td>d. Total Prior Active Service</td> <td>00</td> <td>00</td> <td>00</td> </tr> <tr> <td>e. Total Prior Inactive Service</td> <td>00</td> <td>04</td> <td>09</td> </tr> <tr> <td>f. Foreign Service</td> <td>00</td> <td>01</td> <td>18</td> </tr> <tr> <td>g. Sea Service</td> <td>00</td> <td>00</td> <td>00</td> </tr> <tr> <td>h. Effective Date of Pay Grade</td> <td>1982</td> <td>May</td> <td>01</td> </tr> <tr> <td>i. Reserve Oblig. Term. Date</td> <td>1985</td> <td>Mar</td> <td>11</td> </tr> </tbody> </table>				YEAR (s)	MON (s)	DAY (s)	a. Date Entered AD This Period	1979	Jul	20	b. Separation Date This Period	1983	Jul	19	c. Last Active Service This Period	04	00	00	d. Total Prior Active Service	00	00	00	e. Total Prior Inactive Service	00	04	09	f. Foreign Service	00	01	18	g. Sea Service	00	00	00	h. Effective Date of Pay Grade	1982	May	01	i. Reserve Oblig. Term. Date	1985	Mar	11
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h. Effective Date of Pay Grade	1982	May	01																																										
i. Reserve Oblig. Term. Date	1985	Mar	11																																										
13. DECORATIONS, MEDALS, BADGES, CITATIONS AND CAMPAIGN REASONS AWARDED OR AUTHORIZED (All periods of service) Air Force Training Ribbon; Air Force Good Conduct Medal; Air Force Achievement Medal; Air Force Longevity Service Ribbon//																																													
14. MILITARY EDUCATION (Course title, number, weeks, and months completed) Basic Military Training School, 6 weeks, Aug 1979; Aircraft Maintenance Specialist Course (Aircraft Maintenance Specialist (F/AF-4 OM Entry Level) Course, 1 day, Feb 1980; Phase I NCO Professional Military Education, NCO Orientation Course, 3 days, Dec 1982//																																													
15. MEMBER CONTINUED TO POST-VIETNAM ERA VETERANS' EDUCATIONAL ASSISTANCE PROGRAM <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			16. HIGH SCHOOL GRADUATE OR EQUIVALENT <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																										
17. DAYS ACCRUED LEAVE PAID 30.0																																													
18. REMARKS: NOT APPLICABLE Copy 3 to VA Data Processing Center, Austin TX 78772. Copy 5 to USIC, PO Box 44246, Capitol Station, Baton Rouge LA 70804. Copy 6 to Division of Veterans Affairs, PO Box 1437, St Petersburg FL 33731. <i>Joseph A. Ruggles</i> Notary Public My Commission Expires July 1, 1986																																													
19. MAILING ADDRESS AFTER SEPARATION Bobo Sound Bible College Box 1043 Bobo Sound FL 33455			20. MEMBER REQUESTS COPY 6 BE SENT TO <input checked="" type="checkbox"/> VA DIR. OF VET AFFAIRS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																																										
21. SIGNATURE OF MEMBER BEING SEPARATED <i>JOEL F. MORGES</i>			22. TYPED NAME, GRADE, TITLE AND SIGNATURE OF OFFICIAL AUTHORIZED TO SIGN DATE: 1983 JUL 19 <i>[Signature]</i>																																										

23. TYPE OF SEPARATION RELEASE FROM ACTIVE DUTY		24. CHARACTER OF SERVICE (Includes upgrades) RELIABLE	
25. SEPARATION AUTHORITY AFR 39-10	26. BOOK 581 PAGE 1231	26. SEPARATION CODE NIUK	27. REENLISTMENT CODE LJ
28. NARRATIVE REASON FOR SEPARATION SEPARATION TERM OF ACTIVE OBLIGATED SERVICE			
29. DATES OF TIME LOST DURING THIS PERIOD NONE		30. MEMBER REQUESTS COPY 4 <i>[Signature]</i> INITIALS	

5/N 0102 (P-000-2140)

CONDITION OF DOCUMENT
UNSATISFACTORY FOR MICROFILMING

MEMBER-4

FIRST AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES, AND EASEMENTS, AFFECTING
ALL LOTS CONTAINED IN THE PLAT OF HERITAGE OAKS

656330

THIS FIRST AMENDMENT, made to the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements, Affecting All Lots Contained in the Plat of Heritage Oaks, hereinafter referred to as the Declaration, made by the Board of Directors and Lot Owners

W I T N E S S E T H:

WHEREAS, the Declaration was recorded in the Official Records of Martin County in Official Records Book 581, at page 1204, and

WHEREAS, Paragraph XVIII of the Declaration provides that the Declaration may be amended by the unanimous approval of the Board of Directors and the approval of not less than sixty-seven percent (67%) of Lot Owners other than the Declarant; and

WHEREAS, a proposed Amendment was introduced at a duly called and held meeting of the Board of Directors and Lot Owners; and

WHEREAS, the entire Board of Directors, and at least sixty-seven percent (67%) of the Lot Owners other than the Declarant have approved the Amendment as presented.

NOW, THEREFORE, the Declaration herein referred to is hereby amended as follows:

1. The following shall be added to Paragraph IV.A.:

(1) As to Parcel "C", however, the square footage stated in Paragraph A., above, shall be no less than 1869 square feet for a one-story dwelling house, 2124 square feet for a two-story dwelling house, and the development shall be in accordance with the composite site plan attached hereto as Exhibit "A" to this Amendment.

IN WITNESS WHEREOF, the Board of Directors and Lot Owners of Heritage Oaks Home Owners, Inc. have executed this Amendment to the Declaration under seal this 22nd day of Novr er 1986.

Signed, sealed and delivered
in the presence of:

William C. James By: Cleaver D. Runde
Director
John L. Adams
By: John L. Adams
Director

OK 719 PARF1293

EXHIBIT

C

MARTIN COUNTY
CLERK OF CIRCUIT COURT
MARTIN COUNTY, FLA.

01065891

RECORDED & VERIFIED
BY RC D.C.

94 JUN -2 PM 3:50

Prepared By/Return To:
Alan I. Armour II, Esquire
Nason, Gildan, Yeager, Gerson
& White, P.A.
1645 Palm Beach Lakes Boulevard
Suite 1200
West Palm Beach, Florida 33401

SECOND AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES AND EASEMENTS FOR HERITAGE OAKS

THIS SECOND AMENDMENT, made to the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Easements for Heritage Oaks ("Declaration"), hereinafter referred to as the Declaration, made by the Board of Directors and Lot Owners.

W I T N E S S E T H:

WHEREAS, the Declaration was recorded in the Official Records of Martin County in Official Records Book 581, at Page 1204, and was amended by the First Amendment recorded in Official Records Book 719, Page 1293; and

WHEREAS, terms of art not defined herein shall have the meanings as ascribed thereto in the Declaration; and

WHEREAS, Paragraph XVIII of the Declaration provides that the Declaration may be amended by the unanimous approval of the Board of Directors and the approval of not less than sixty-seven percent (67%) of Lot Owners other than the Declarant; and

WHEREAS, a proposed Amendment was introduced at a duly called and held meeting of the Board of Directors and Lot Owners; and

EXHIBIT

D

WHEREAS, the entire Board of Directors, and at least sixty-seven percent (67%) of the Lot Owners have approved the Amendment as presented.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The foregoing recitals are true.
2. The following is hereby added as the last paragraph of Paragraph XXV of the Declaration:

Notwithstanding anything to the contrary contained in this Paragraph XXV, Jupiter Tequesta Homebuilders, Inc., the current owner of the property described as Lot C, Heritage Oaks, less the North 90 feet thereof, of the Plat of Heritage Oaks, according to the plat thereof recorded in Plat Book 7, Page 10, Public Records of Martin County, Florida (the "Parcel C Property"), is hereby permitted to develop the Parcel C Property as a ten (10) lot development substantially in accordance with the survey attached hereto as Exhibit "A" (the "Parcel C Property Survey"). The term "street" as used in this Declaration shall include the street depicted on the Parcel C Property Survey. Jupiter Tequesta Homebuilders, Inc. shall plant oak trees on both sides of the street depicted on the Parcel C Property Survey. As to Lots 4 through 9 of the Parcel C Property, the square footage stated in Paragraph IV A. of this Declaration shall be no less than 2,000 square feet for a one-story dwelling house and 2,300 square feet for a two-story dwelling house and the setbacks stated in Paragraphs IV B., IV C. and IV D. of this Declaration shall at a minimum be those setbacks required by Martin County, Florida. Upon transfer of a lot within the Parcel C Property by Jupiter Tequesta Homebuilders, Inc., a one-time charge of \$1,000 per lot shall be paid to the Association as a capital contribution. Assessments on the Parcel C Property pursuant to Paragraph VII of the Declaration shall commence to accrue upon the earlier to occur of (i) the date on which a new plat of the Parcel C Property is recorded in the Public Records of Martin County, Florida, or (ii) 425 days after the date of this Second Amendment. Except as modified herein, all of the other terms, restrictions and covenants contained in the Declaration shall apply to the Parcel C Property.

ARTICLES OF AMENDMENT

to

ARTICLES OF INCORPORATION

of

THE HERITAGE OAKS HOME OWNERS, INC.

(present name)

738529

(Document Number of Corporation (If known))

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted: See the attached Amended and Restated Articles of Incorporation of The Heritage Oaks Home Owners, Inc., attached hereto and incorporated herein. The Amended and Restated Articles are a substantial rewording of text; see original Articles for existing text.

SECOND: The above Amended and Restated Articles of Incorporation were adopted by the members by written agreement in lieu of a meeting pursuant to Section 617.0701, Florida Statutes, and the number of consents received was sufficient for approval.

THIRD: Adoption of Amendment (CHECK ONE)

- ☒ The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

Haig Babian Tom.
Signature of Chairman, Vice Chairman, President or other officer

Haig Babian

Typed or printed name

President

Title

6/21/04

Date

This instrument prepared by and return to
Theresa M. Lemme, Esquire
ST. JOHN, CORE & LEMME, P.A.
Century Tower, Suite 701
1601 Forum Place
West Palm Beach, Florida 33401
(561) 655-8994

INSTR # 1766451 OR BK 01920 PG 1261 RECD 07/15/2004 09:46:50 AM
MARSHA EWING MARTIN COUNTY DEPUTY CLERK S Phoenix



AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE HERITAGE OAKS HOME OWNERS, INC.
(A Corporation Not For Profit)

Any amendments included herein have been adopted pursuant to Section 617.0201(4), F.S., and there is no discrepancy between the corporation's articles of incorporation as theretofore amended and the provisions of the restated articles of incorporation other than the inclusion of these amendments and the omission of matters of historical interest.

In compliance with the requirements of the Laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit and do hereby certify.

ARTICLE I
NAME

The name of this corporation shall be THE HERITAGE OAKS HOME OWNERS, INC. hereinafter called the "Association".

ARTICLE II
Principal Office

The principal office of the Corporation will be located at 18000 SE Heritage Drive, Tequesta, Florida 33469.

ARTICLE III
Purposes

The general nature, objects and purposes of the Association shall be:

(a) To promote the health, safety and welfare of the owners of the property described as HERITAGE OAKS according to the plat thereof filed in the public records of Martin County, Florida in Plat Book 7, Page 10.

(b) To provide for the management, operation, improvement, maintenance and preservation of the afore-described property and to protect the value of all properties located within

HERITAGE OAKS by (1) developing rules and regulations governing the use of the common areas and lots within HERITAGE OAKS; and (2) by setting architectural and maintenance standards for all structures in HERITAGE OAKS.

(c) To administer and enforce all of the terms and conditions specified in the Declaration of Covenants, Conditions and Restrictions and Bylaws of HERITAGE OAKS recorded in Official Record Book 581, Page 1203, of the public records of Martin County, Florida, and all amendments thereto.

(d) To operate without profit for the sole and exclusive benefit of its members.

ARTICLE IV General Powers

The Association shall have all of the powers and duties reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

(a) To exercise all of the powers, privileges and duties set forth in the afore-said Declaration of Covenants, Conditions and Restrictions as said Declaration presently exists and as it may, from time to time, be amended.

(b) To establish, levy, collect and enforce payment of all fees, dues, charges or assessments pursuant to the terms of the aforesaid Declaration or the By-Laws of the Association for all of the purposes of the Association and to create and establish reasonable reserves for all of such purposes.

(c) To pay all expenses incident to the conduct of the business of the Association.

(d) To promulgate or enforce rules, regulations, by-laws, covenants, restrictions or agreements to effectuate all of the purposes for which the Association is organized.

(e) To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of real or personal property and to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation or association.

(f) To charge recipients for services rendered by the Association and the user for the use of Association property where such is deemed appropriate by the Association.

(g) To pay taxes and other charges, if any, on or against any property owned, used or accepted by the Association.

(h) To borrow money and to make, accept, endorse, execute and issue debentures,

promissory notes, or other obligations of the Association for money borrowed or in payment for property acquired or for any of the other purposes of the Association and to secure the payments for such obligations by mortgages, pledges or other instruments of trust by liens upon or assignment of or agreement in regard to all or any part of the property rights or privileges of the Association.

(i) To exercise any and all powers, rights and privileges which a corporation organized under the Corporations Not For Profit Law of the State of Florida may now or hereafter have or exercise.

(j) To contract for management of the Association and to delegate in such contract all or any part of the delegable powers and duties of the Association.

(k) The power to insure and keep insured the Association property and any other Improvements within the property, as provided in the Declaration.

ARTICLE V

Membership

The members of the Association shall consist of the property owners of the platted lots of HERITAGE OAKS. Membership shall be as a result of the ownership of a platted lot in the aforesaid plat and may not be separated from such ownership.

ARTICLE VI

Voting and Assessments

A. Each member shall be entitled to one vote for each platted lot owned. In the event the platted lot is owned by more than one person, all of such persons shall be members and the vote of such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot. With respect to each lot owned by other than a natural person or persons or with respect to each lot owned by more than one person, the Owner(s) shall file with the Secretary of the Association a notice designating the name of an individual who shall be authorized to cast the vote of such Owner(s). In the absence of such designation, the Owner(s) shall not be entitled to vote on any matters coming before the membership, nor shall the presence of such Owner(s) at a meeting be considered in determining whether a quorum requirement has been met. If a Lot shall be owned by a husband and wife as tenants by the entirety, no certificate need be filed with the Secretary naming the person authorized to cast votes for said Lot, and either spouse, but not both, may vote and be considered in determining whether the quorum requirement has been met at any meeting of the members, unless prior to such meeting, either spouse has notified the Secretary in writing that there is a disagreement as to who shall represent the Lot at the meeting, in which case the certificate requirements set forth above shall apply.

B. The Association shall obtain funds with which to operate by the assessment of its

members in accordance with the provisions of the aforesaid Declaration of Covenants, Conditions and Reservations as supplemented by the By-Laws of the Association. All fees, dues, charges and assessments shall be due and payable in such manner and at such times as the Board of Directors of the Association shall designate, and the collection of the same may be enforced by all lawful means as provided in the aforesaid Declaration of Covenants, Conditions and Restrictions.

ARTICLE VII
Board of Directors

The affairs of the Association shall be managed by a Board of Directors empowered to achieve the purposes and execute the general powers of the Association as described in Articles III and IV above. The Board shall consist of no fewer than five (5) nor more than nine (9) directors who must be members of the Association. The exact number of directors shall be fixed from time to time by the Board of Directors.

ARTICLE VIII
Officers

The officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. Any two or more offices may be held by the same person except the office of President and Secretary. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors following the annual meeting of the members of the Association.

ARTICLE IX
Corporate Existence

The corporation shall have perpetual existence.

ARTICLE X
By-Laws

The Board of Directors shall adopt By-Laws consistent with these Articles and said By-Laws may be amended, altered, or rescinded in a manner provided in said By-Laws.

ARTICLE XI
Indemnification of Officers and Directors
and Members of All Duly Authorized Committees

Each and every officer and director and members of all duly authorized committees ("committee member") of the Association shall be indemnified by the Association against all costs, expenses, and liabilities, including legal fees reasonably incurred by or imposed upon such officer or director in connection with any claim, demand or proceeding to which such officer or director or

committee member may be a party or in which such officer or director or committee member may become involved by reason of his being or having been an officer or director or committee member of this Association whether or not such person is an officer or director or committee member at the time such expenses are incurred; provided, however, if such officer or director or committee member is adjudged guilty of willful misfeasance or willful malfeasance in the performance of the duties of such officer or director or committee member, the Association shall not indemnify such officer or director or committee member. In the event of a settlement of any claim or proceeding, the indemnification herein provided shall be applicable only when the Board of Directors of the Association shall approve such settlement and shall determine that such indemnification shall be in the best interest of the officer or director and the Association. The Association may purchase such insurance policies, as the Board of Directors of the Association shall deem appropriate to provide such indemnification. The foregoing right of indemnification shall be in addition to, but not exclusive of, any and all other rights to which such officer or director may be entitled.

ARTICLE XII

Transactions in which Officers or Directors are Interested

A. No contract or transaction between the Association and one or more of its officers or directors or between the Association and any other legal entity in which one or more of its officers or directors of the Association have an interest, shall be invalid, void or voidable solely for that reason, or solely because an officer or director of the Association is present at or participates in the meeting of the Board of Directors of the Association or any committee thereof which authorizes such a contract or transaction. No interested officer or director may vote to authorize the contract or transaction. No officer or director of the Association shall incur liability by reason of the fact that such officer or director is or may be interested in any such contracts or transactions.

B. Interested directors may not be counted in determining the presence of a quorum at the meeting of the Board of Directors, or of any committee thereof, which authorizes contracts or transactions.

ARTICLE XIII

Dissolution

This Association may be dissolved upon the written consent of two-thirds (2/3rds) of the votes entitled to be cast. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency and shall be used for purposes similar to those for which this Association was created. In the event that such dedication is refused, or in the event that those persons voting for dissolution so indicate, such assets shall be granted, conveyed or assigned to any other non-profit corporation devoted to such similar purposes.

ARTICLE XIV
Amendment of Articles of Incorporation

These Articles may be altered, amended, or repealed in the following manner:

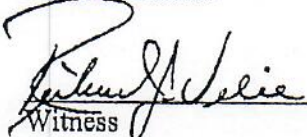
(A) Notice of the proposed amendment shall be included in the notice of any meeting in which a proposed amendment is considered.

(B) A resolution for the adoption of the proposed amendment may be proposed either by a majority of the Board of Directors or by petition signed by twenty-five (25%) of the members of the Association.

(C) Approval of a proposed amendment must be by a majority of the Board of Directors of the Association and not less than two-thirds (2/3rds) of the entire votes entitled to be cast by members in good standing as defined in the Declaration of Covenants, Conditions and Restrictions at a regular or special meeting of the members. Voting may be conducted in lieu of a meeting by the written consent of two-thirds (2/3rds) of the entire votes entitled to be cast by members in good standing as defined in the Declaration of Covenants, Conditions and Restrictions.

WHEREFORE, the undersigned has executed these Amended and restated Articles of Incorporation on this 21st day of June, 2004, following approval of said amendments by the members as required by law. By executing these Amended and Restated Articles of Incorporation, the undersigned acknowledges and affirms that they have executed same with due corporate authority on behalf of the corporation and that their signatures reflect the free and voluntary deed of said corporation.


As to witnesses:


Witness


Witness

THE HERITAGE OAKS HOME OWNERS, INC.

By: 
Haig Babian, President

Attest: 
Linda Hackenjos, Secretary

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 21 day of June, 2004, by Haig Babian, as President and Linda Hackenjos, as Secretary of The Heritage Oaks Home Owners, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced _____ and _____ as identification and who did take an oath.



NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:

(SEAL)



Bonner R. English
My Commission DD164803
Expires October 25, 2008

I HEREBY ACCEPT the designation as Registered Agent as set forth in these Amended and Restated Articles of Incorporation.

ST. JOHN, CORE & LEMME, P.A.

By: 
David A. Core, Secretary

Record and return to:
 Gary D. Fields, Esq.
 LAW OFFICE OF GARY D. FIELDS, P.A.
 Admiralty Tower - Suite 900
 4400 PGA Boulevard
 Palm Beach Gardens, FL 33410


 INSTR # 2031382
 OR BK 02270 PG 0401
 Pgs 0401 - 436 (36pgs)
 RECORDED 08/09/2007 08:41:40 AM
 MARSHA EWING
 CLERK OF MARTIN COUNTY FLORIDA
 RECORDED BY S Phoenix

**CERTIFICATE OF AMENDMENT TO
 DECLARATION OF PROTECTIVE COVENANTS OF HERITAGE OAKS
 AND
 BYLAWS OF THE HERITAGE OAKS HOME OWNERS, INC.
 (COMPLETE RESTATEMENT OF DECLARATION AND BYLAWS)**

WHEREAS, the Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Easements for Heritage Oaks was recorded in Official Records Book 424, Page 943, of the Public Records of Palm Beach County, Florida, and subsequently amended (hereinafter collectively referred to as the "Declaration") affecting certain real property legally described as:

**THE PLAT OF HERITAGE OAKS ACCORDING TO THE PLAT
 THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE
 CIRCUIT COURT IN AND FOR MARTIN COUNTY, FLORIDA, IN
 PLAT BOOK 7, AT PAGE 10-17**

and

WHEREAS, the Bylaws of The Heritage Oaks Home Owners, Inc., were attached to the recorded Declaration as an exhibit (hereinafter collectively referred to as the "Bylaws"); and

WHEREAS, the Declaration and Bylaws each provide for amendments as set forth herein.

NOW THEREFORE, the Declaration and Bylaws are hereby amended and restated in their entirety, in accordance with the attachments hereto. The attachments completely supercede the original Declaration and Bylaws and any amendments thereto prior to the date this Certificate is recorded.

It is hereby certified that the Amended and Restated Declaration was approved unanimously by the Board of Directors and by not less than sixty-seven percent (67%) of the lot owners, at duly called meetings of the Board and the lot owners, respectively, pursuant to Paragraph XVIII of the Declaration, and the Amended and Restated Bylaws were approved by not less than two-thirds of the members of the Association, at a duly called meeting of the membership, pursuant to Article XIV of the Association's Articles of Incorporation and pursuant to Article XII of the Bylaws.



IN WITNESS WHEREOF, the undersigned President and Secretary have executed this Certificate of Amendment this 24th day of JULY, 2007.

**THE HERITAGE OAKS
HOME OWNERS, INC.,**
a Florida Not-for-Profit Corporation

Witnesses:

Leon Savage
(signature)
LEON SAVAGE
(printed name)

Diane Mangold
(signature)
Diane Mangold
(printed name)

John C. Taylor
(signature)
JOHN C. TAYLOR
(printed name)

Debbie Fraz
(signature)
Debbie Fraz
(printed name)

By: Claire Guy, President

Attest: Laura X. H. H. Secretary

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 24th day of July, 2007, by Claire Guy as President, and Laura X. H. H. as Secretary, respectively, of THE HERITAGE OAKS HOME OWNERS, INC., who are personally known to me or have produced as identification and who did take an oath.

(Notary Seal)

Susan Michel
Notary Public
State of Florida
My Commission Expires:



AMENDED AND RESTATED
HERITAGE OAKS HOMEOWNERS INC.
BYLAWS

ARTICLE I
Definitions

"Association" means the Heritage Oaks Homeowners Inc., a nonprofit corporation organized and existing under the laws of the State of Florida.

"Protective Covenants" means such documents as may from time to time contain the covenants, restrictions, liens, and charges established for the benefit of the Association, its Members, and the property and the residents of the community located thereon.

"Heritage Oaks Property" means any property subject to the Indenture or the covenants, liens or charges imposed thereby.

ARTICLE II
Location

The principal office of the Association shall be located at 18000 SE Heritage Drive, Tequesta, Florida 33469.

ARTICLE III
Membership

1. Eligibility. The Members of the Association are determined by Article V of its Articles of Incorporation. The rights of Members are subject to (a) the payment of all assessments, fees and charges imposed by the Protective Covenants, and (b) compliance with the terms of the Protective Covenants, and the rules and regulations of the Board of Directors and the conduct of Members, their families, their tenants, and the guests of any thereof. The voting and other membership rights of any Member may be suspended by action of the Directors pursuant to Florida Statutes, Chapter 720, during any period when such Member shall have failed to pay any Charges then due and payable; but, upon payment of such charges his or hers rights and privileges shall be automatically restored. If the Directors have adopted and published rules and regulations governing the use of Heritage Oaks Property, the maintenance of private property in Heritage Oaks, use of any Common Facilities, or the personal conduct of any person thereon, the voting or other membership rights of any Member may be suspended by action of the Board of Directors for a period not to exceed 30 days, if he, any member of his family, his tenants, or the guests of any thereof shall have violated such rules and regulations.

2. Rights and perquisites of membership. Each Member is entitled to the use and enjoyment of the Heritage Oaks Property and Community Facilities, subject to the rules and regulations established by the Board of Directors. Such rights may be delegated to and exercised by all family members who reside upon the Property, any tenants who reside there under a lease for a term of one year or more, and the guests of any thereof. Each Member shall notify the Secretary of the Association in writing of the name and relationship to the member of any person who shall be entitled to exercise such rights under this Section. The rights and privileges of such persons are subject to suspension by the Board in the same manner and for the same reasons as those of any Member under the proceeding Section.

ARTICLE IV Meetings of Members

1. Annual meetings. The Annual Meeting of the Members shall be held at the office of the Association specified in Article II above at a time and date to be set by the Board of Directors no more than 12 months from the previous annual meeting.

2. Special meetings. Special meetings of the Members for any purpose may be called at any time by the President, or by a majority vote of a quorum of Directors, but in no case by a vote of less than three Directors. The Secretary shall call a special meeting upon written request of one-fourth (1/4) of the members who are entitled to vote.

3. Notices. Notice of each meeting of the members shall be given to the Members by, or at the direction of the Secretary. Notice may be given to the Members either personally, or by mailing a copy of the Notice, postage prepaid, to the address appearing on the books of the Corporation. (Each Member shall register his or her address and any change in address with the Secretary.) Notice of any meeting of the membership, shall be mailed no less than ten or more than 50 days in advance of the meeting and shall set forth the purposes of the meeting.

4. Quorum and Voting. At any membership meeting, the presence, whether in person or by proxy, of not less than 10% of the total membership entitled to vote shall constitute a quorum. Each proxy must be exercised by the individual voter and may not be assigned to another, save the Secretary of the Association for recording purposes. However, a vote of at least 50% plus one of eligible members, whether in person or by proxy, will be required to make any vote binding on all members of the Association, except regarding matters otherwise provided by law, by the Articles of Incorporation, by the Protective Covenants or these Bylaws. All proxies shall be in writing and be filed with the Secretary prior to or at the commencement of the meeting. Any proxy given by a person who shall not be a qualified member at the date of the meeting and any proxy given more than 11 months before the date of the meeting shall be void.

ARTICLE V
Board of Directors

1. Powers. The Association shall be governed by a Board of Directors in accordance with Article VII of the Articles of Incorporation of the Association. Without limiting the generality of the preceding sentence, or any power vested in it by law, the Board of Directors shall have the power (a) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them security or fidelity bonds as it may deem expedient. (Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member, officer or director of the Association in any capacity whatsoever); (b) to establish, levy, assess and collect the Annual Charges and all other charges referred to in the Protective Covenants; (c) to adopt and publish rules and regulations governing the maintenance of property in Heritage Oaks, use of the Community Facilities, and the personal conduct of Members, their family, their tenants, and their guests with respect thereto; (d) to exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those expressly reserved to the Members; and (e) in the event any member of the Board of Directors of this Association shall be absent from three consecutive regular meetings of the Board of Directors, the Board may, by action taken at the meeting in which such third absence occurs, declare the office of said absent Director to be vacant.

2. Duties. All Directors and Officer shall have a fiduciary relationship to the members of the Association. It shall be the principal duty of the Board of Directors to take all measures necessary to protect the fiscal viability of Heritage Oaks and to encourage a level of maintenance by homeowners that protects the value of all properties in the community. It shall also be the duty of the Board of Directors (a) to cause to be kept a full, true and accurate record of its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members or at any special meeting when requested in writing by one-fourth (1/4) of the full membership; (b) to supervise all officers, agents and employees of this Association, and to see that their duties are properly performed; (c) in accordance with the Protective Covenants, (i) to fix the amount of the Annual Charge against each lot or living unit as soon as may be practicable after the beginning of each calendar year and in any event before April 1, (ii) to prepare a roster of the properties and Annual Charges applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and (iii) to send written notice of each assessment to every owner subject thereto; (d) to issue or to cause an appropriate officer to issue, upon demand by any person a certificate stating whether any Annual Charge has been paid, which shall be conclusive evidence that any charge stated therein has or has not been paid.

3. Vacancies. Vacancies on the Board of Directors shall be filled by the affirmative vote of a majority of the remaining Directors. Any such appointed Director shall hold office only until the next annual meeting of the Association members, at which

time the members shall elect a successor Director to serve out whatever unexpired term remains of the originally vacated seat.

4. **Removal.** Any officer or director may be removed with or without cause, and for any reason, upon a petition in writing by a majority of the Members of the Association approved at a meeting of the Members called at least in part for this purpose, by a two-thirds (2/3) vote cast in person or by proxy of the members entitled to vote. The petition calling for the removal of such officer or director shall set forth a time and place for the meeting of Members, and notice shall be given to all Members of such special meeting of the Members at least ten (10) days prior to such meeting in the manner provided in these Bylaws for the giving of notices of special meetings. At any such meeting, the officer or director whose removal is sought by the membership shall be given the opportunity to be heard.

ARTICLE VI Directors' Meeting

1. **Organizational meeting.** The initial meeting of a new Board of Directors shall be held immediately following adjournment of the Annual Meeting of the Members.

2. **Regular meetings.** Regular meetings of the Board of Directors shall be held at the office of the Association specified in Article II above at such time, date and frequency as the Directors may designate.

3. **Notices; waiver.** No formal notice need be given to a Director for the organizational or any regular meeting of the Board. Notice of any special meeting shall be sufficient if delivered by telephone, mail or in person to each Director, at least three days before the meeting.

4. **Special meetings.** Special meetings of the Board of Directors shall be called by the President or Secretary upon the vote of a majority of a quorum of Directors assented to in writing by all members of the Board.

5. **Quorum.** At all meetings of the Board, a majority of the Board of Directors shall constitute a quorum, and, except as otherwise provided by law or by the Bylaws, the act of a majority of the Directors present shall be the act of the Board.

6. **Action Taken Without a Meeting.** In the event of an emergency (such as a sudden breakdown of a major facility or utility, or a natural disaster that demands immediate attention) the Directors shall have the right to take action without a formal meeting upon the written approval of as many Directors as can be reached within a twenty-four hour period. Any action so approved shall have the same effect as though taken at a regular meeting of the Directors. Minutes describing the action taken shall be prepared and published.

7. Telephone meeting. In the event of circumstances requiring a quick decision, a special meeting of the Board of Directors may be held by telephone conference at which each participating member can hear and be heard by all other participating members.

8. Order of Business. The order of business at Directors' meetings shall be as determined by the Board of Directors.

9. Balloting. Directors may not vote by proxy or by secret ballot at Board meetings except that secret ballots may be used in the election of officers.

ARTICLE VII

Election of Directors.

1. Term. The term of office of each director shall be three (3) years except in the instance of an individual appointed by the Board to fill a vacated seat on the Board (see Article V, paragraph 3 of the By-laws). However, if the terms of four or more Directors are expiring simultaneously, the Board may ask one to three candidates for office to run for terms of only one or two years, the purpose being to reestablish staggered term expirations. But under no circumstances may Directors serve on the Board for more than two consecutive terms, including those elected to serve for less than the usual three-year term.

2. Ballots. The election of Directors shall be by written ballot as hereinafter provided. At each Annual Meeting or at any special meeting called for the purpose of electing Directors, the Members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to cast under the Articles of Incorporation of the Association. The nominees receiving the largest number of Votes shall be elected.

3. Nominations. Nominations for election to the Board of Directors shall be made by any Association Member in good standing and may be made from the floor at the Annual Meeting.

4. Nominees. The number of nominees for election shall not be fewer than the number of vacancies to be filled. Such nominations may be made only from among Members. In the event that the number of nominations fail to equal the number of Board openings, the Board may, by powers given to it under Article VII of the Articles of Incorporation, opt to reduce the number of elected members or appoint a suitable addition when one becomes available as per Article V page 3 of these By-Laws. Nominations made in advance of the time fixed in Section 5 for the mailing of ballots to the Members shall be placed on a written ballot as provided in Section 5.

5. Procedure. All elections of the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled; (b) set forth the names of those nominated for such vacancies; and (c) contain a space for a write-in vote by the members for each vacancy. Such ballot shall be prepared and mailed, by the direction of the Secretary, to the Members at least 14 days in advance of the date of the Annual Meeting or any special meeting called for the purpose of electing Directors. Ballots shall also be available at the Annual Meeting.

6. Voting. Each Member shall be mailed a ballot on which he or she may cast the number of votes to which he or she is entitled. The completed ballot shall be returned in the manner hereinafter outlined. The ballot shall bear on its face the name and signature of the Member, the number of votes being cast and such other information as the Board of Directors may determine will serve to establish his right to cast the vote or votes stated therein. The ballot shall be returned to the Secretary at such an address as may be clearly designated by the Secretary or at the Annual Meeting or any special meeting called for the purpose of electing Directors.

7. Processing. Upon the receipt of each ballot returned prior to the Annual Meeting or any special meeting called for the purpose of electing Directors, the Secretary shall immediately place it in a safe place. On the day set for the meeting at which the elections are to be held, all ballots held by the Secretary and collected at the Annual Meeting shall be turned over, unopened, to an Election Committee which shall consist of three members of the Association appointed by the Board of Directors, who are not Board Members, candidates or related to any Board Member or candidate. The Election Committee shall adopt a procedure which shall (a) establish that the Member is entitled to cast either personally or by proxy, the number of votes indicated on the ballot; and (b) that the signature of the Member on the ballot is genuine, and (c) if the vote is by proxy, that the proxy has been filed with the Secretary as provided in Article IV, Section 4, and that each proxy is valid. After the procedure has been completed relative to a ballot, the count of the vote shall be taken. All ballots and proxies as well as any continuing tally of the votes shall be kept by the Election Committee, when not being processed, in a safe place. The ballots shall be retained for 90 days after the meeting and then destroyed.

ARTICLE VIII Officers

1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and a Treasurer. All officers shall be members of the Board of Directors.

2. Election by Board of Directors. All officers shall be elected at the Organizational Meeting of the Board immediately following the Annual Meeting. Each

officer shall hold office until the next organizational meeting of the Board and until his or her successor shall have been duly elected and qualified, or until his or her earlier death, resignation, or removal in accordance with the Bylaws. The officers shall be chosen by a majority vote of all the Directors.

3. President duties. The President shall be the chief executive officer of the Association and as such shall have general supervision of the affairs, property and personnel of the Association, subject to the policy directives of the Board of Directors. The President shall, if present, preside over all meetings of the Board of Directors, and shall generally do and perform all acts incident to the office of President. He may sign in the name and on behalf of the Association all notes, leases, mortgages, deeds and all other written instruments authorized by the Board, except where the Board shall delegate the execution thereof to some other officer or agent of the Association.

4. Vice President duties. The Vice President shall perform all of the duties of the President in the event of his or her absence or disability; and when so acting shall have all of the powers and be subject to all restrictions placed upon the President.

5. Secretary duties. The Secretary shall act as Secretary of the Board of Directors and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He or she shall sign all certificates of membership, keep the records of the Association, record the names and addresses of all Members of the Association, see that all notices are duly given as required by the Bylaws or applicable law, and be the custodian of the corporate seal.

6. Treasurer duties. The Treasurer shall receive and deposit in bank accounts approved by the Board all monies of the Association and shall disburse such funds as directed by a resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for the disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. (See Article XV, Paragraph 2 regarding signatures required for the disbursement of any Association funds).

7. Books and accounting. The Treasurer shall keep proper books of account and cause an annual audit of the Association's books to be made by a certified public accountant at the completion of each fiscal year. He shall present an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be presented to the membership at its Annual Meeting.

ARTICLE IX
Committees

1. Standing committees. Standing committees of the Association shall be the Maintenance Committee, Architectural Review Committee, Security Committee, Finance Committee, Social Committee, and Recreation Committee. Unless otherwise provided herein, each standing committee shall consist of a Chairperson who shall be a Director and two or more members as determined by the Board. Each committee shall be appointed by the Board of Directors. The Board of Directors may appoint such other committees, as it deems desirable.

A. Maintenance Committee: The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of any Heritage Oaks property and community facilities of the Association, and shall perform such other functions as the Board in its discretion determines.

B. Architectural Review Committee: As defined in Paragraph IV of the Protective Covenants, this committee shall have the power of supervision over the architectural and landscaping standards to which all new construction, alterations, external remodeling, and improvement plans must adhere. Additionally, the Architectural Review Committee shall adopt procedures that seek to secure homeowner compliance with the property maintenance standards set forth in the Articles of Incorporation, in the Protective Covenants, and in the published rules and guidelines of the Board of Directors. The committee shall bring before the Board all unresolved non-compliance issues.

C. Security Committee: This committee shall implement the policies of the Board of Directors relative to the community's security needs, with particular emphasis on operational procedures at the entryway gatehouse. It shall also perform such other functions as the Board, from time to time, may assign to it.

D. Finance Committee: This committee shall prepare for the Board's approval the annual budget and financial report to be presented to the Members at the Annual Meeting. It shall transmit to the Board its evaluation of cost impact of all proposed capital expenditures, and it shall supervise the annual audit of the Association's books. The Treasurer shall serve as the Chairperson of the committee.

E. Social Committee: This committee shall have the responsibility to develop and implement programs and activities that further the social interaction of Heritage Oaks residents.

2. Recreation committee. The Recreation Committee shall advise the Board of Directors on all matters pertaining to the recreational programs of the Association including the use of the tennis courts and shall perform such other functions as the Board, in its discretion, determines.

3. Subcommittees: Each committee shall have the power to appoint a subcommittee from among its membership and may delegate to any subcommittee any of its powers, duties and functions.

4. General duties. It shall be the duty of each committee to receive complaints from the Members on any matter involving Association functions, duties and activities within the field of its responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, director or officer of the Association as is further concerned with the matter presented.

ARTICLE X Official Records

The official records of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member.

ARTICLE XI Corporate Seal

The Association shall have a seal in circular form having within its circumference the words: Heritage Oaks Homeowners Association, Inc., a Florida nonprofit corporation incorporated 1976.

ARTICLE XII Amendments

1. Amendment procedure. These Bylaws may be amended, upon approval by a majority of all Board members, at a regular or special meeting of the Members by a vote of 50% plus one of all the Members eligible to vote. Such vote may be cast in absentia through a limited proxy. Provisions that are covered by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matter stated herein to be or which is in fact covered by the Protective Covenants may not be amended except as provided therein.

2. Resolution of conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Protective Covenants and these Bylaws, the Protective Covenants shall control.

ARTICLE XIII

Procedure

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and Bylaws of the Association or with the Statutes of the State of Florida.

ARTICLE XV

Fiscal Management

1. Fiscal Year. The fiscal year of the Association shall be the calendar year; provided, however, that the Board of Directors is authorized to change to a different fiscal year at such time as the Board deems it advisable.
2. Depositories. The funds of the Association shall be deposited in such accounts in Martin or Palm Beach County, Florida, as may be selected by the Board of Directors, including checking and Savings accounts in one (1) or more banks and/or savings and loan associations, Certificates of Deposit, U.S. Treasury Bills and money market accounts with an investment firm or firms, all in accordance with the resolutions approved by the Board of Directors. Association funds shall be withdrawn only over the signature of two (2) officers of the Board of Directors, one of whom must be the Treasurer unless that Director will not be available for check signing for a period longer than twenty-four hours. The funds shall be used only for corporate purposes.
3. Annual Statement. The Board of Directors shall present annually to the Members a full and clear statement of the business and condition of the Association, as prepared by an independent accountant.
4. Insurance. The Association shall procure, maintain and keep in full force and effect, such insurance as may be required by the Declaration to protect the interests of the Association and the Members.
5. Expenses. The receipts and expenditures of the Association may be credited and charged to accounts as the Board of Directors may determine, in accordance with good accounting practices.
6. Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expenses, and to provide and maintain reserve funds for the accounts established by the Board of Directors, in accordance with good accounting practices. The Board of Directors shall be authorized to levy a special assessment as provided in the Declaration of Protective Covenants.

ARTICLE XVI
Validity

If any Bylaw, rule or regulation shall be adjudged invalid, such fact shall not effect the validity of any other Bylaw, rule or regulation.

Unofficial Copy