

This instrument was prepared by and to be returned to: Steven G. Rappaport, Esquire Sachs & Sax 301 Yamato Road, Suite 4150 Boca Raton, FL 33431 (561) 237-6888

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT SAINT LUCIE COUNTY FILE # 3125483 10/26/2007 at 01:34 PM OR BOOK 2897 PAGE 1437 - 1442 Doc Type: CTF RECORDING: \$52.50

CERTIFICATE OF AMENDMENT TO THE THE DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR HERITAGE OAKS AT TRADITION

WHEREAS, The Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition is recorded in Official Records Book 2147, at Page 1364, of the Public Records of St. Lucie County, Florida.

WHEREAS, pursuant to the amendment procedures described in Article XIV, Section 5, of the referenced Declaration, Declarant has the right to alter or amend the Declaration as it deems necessary and/or appropriate by the Declarant alone, without requiring the consent of any other party;

WHEREAS, the Declarant desires to amend the Declaration by amending Article VIII, Section 19 as indicated on Exhibit "A" attached hereto;

NOW THEREFORE, the undersigned hereby certifies that the attached Amendment to the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition, is a true and correct copy of the amendment approved by the Declarant.

DATED this 25 day of OCTOBER, 2007.

WITNESSES:

HOMES BY KENNEDY II, LTD., a Florida Limited Partnership

[Signature] Signature

By: KENNEDY CONSTRUCTION ASSOCIATES, INC., a Florida corporation, its General Partner

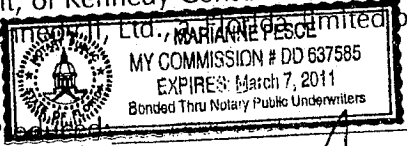
BY: [Signature] Robert J. Trautman, President

[Signature] Print Name

STATE OF FLORIDA ) ) ss: COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this 25 day of Oct, 2007, by Robert J. Trautman, as President, of Kennedy Construction Associates, Inc., a Florida corporation, as general partner of Homes by Kennedy II, Ltd., a Florida Limited Partnership, who is Personally Known or Produced Identification [X]

Type of Identification P



[Signature] NOTARY PUBLIC, State of Florida at Large

(SEAL)

Exhibit "A"

AMENDMENT TO THE  
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS  
FOR HERITAGE OAKS AT TRADITION

The Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition is recorded in Official Records Book 2147, at Page 1364, of the Public Records of St. Lucie County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VIII, Section 19 of the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition ("Declaration") shall be deleted in its entirety and replaced as follows:

Section 19. Conveyances and Leases. In order to assure a community of congenial residents and thus protect the value of the Lots, the selling and leasing of Lots shall be subject to the provisions identified herein:

- a. Prior to any sale, each Owner shall provide the Association with written notice of any sale of his or her Lot for the purpose of updating the Association's records relative to the Ownership of said Lot. Further, the Board of Directors shall have the authority, but not the obligation, to require a uniform form to be filled out by any prospective purchaser, and may charge a reasonable transfer fee in the amount of One Hundred Dollars (\$100.00) per applicant to the Owner of the Lot and/or to the prospective purchaser of the Lot, including, but not limited to, for the purposes of offsetting any administrative costs that the Association may incur in processing any such information form.
- b. No lease of any interest in a Lot shall commence without the Lot Owner having first obtained the written approval of such lease by the Association. Any lease agreement in effect as of the effective date of this amendment shall be deemed approved. However, any renewal or extension of any existing lease, and all new leases after the effective date of this amendment, shall be subject to the provisions of this Section 19.
- c. The Lot Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to lease his/her Lot. The name, address, and telephone number of the prospective lessee and a copy of the Lease

Agreement must be provided to the Association, not less than thirty (30) days prior to the lease of the Lot. The application must indicate the date when such lease is to take place.

- d. Within thirty (30) days after the receipt of a completed application, the Association shall either approve or disapprove of the lease. Disapproval of a lease shall not be arbitrary, but any lessee who is disapproved by the Association shall not be entitled to take possession of the Lot.
- e. Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing, shall provide for a term of not less than six (6) months and must provide that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. No Lot shall be subject to more than two (2) leases in any twelve-month period.
- f. Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Lot by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not limited to, damage to the Common Areas, or to pay off any fine that has been properly levied against the Owner or Lessee. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the Lot Owner or Lessee who deposited same, by the Association, not later than fifteen (15) days from the date of notice to the Association of the termination of the occupancy of the Lot by Lessee.
- g. Application Fees. The Association may charge an application fee in connection with the lease of any Lot in an amount not to exceed One Hundred Dollars (\$100.00) per lease. Said fee shall be remitted to the Association at the same time as the Lot Owner provides notice of such lease as provided in subsection (b) of this Section 19. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants.

including but not limited to, criminal background check, credit history, and financial background. In addition to the One Hundred Dollar (\$100.00) application fee identified above, the Association shall also have the authority to charge the actual costs of any such criminal background check, credit check or other background checks performed by the Association.

- h. The provisions of this Section 19 shall apply to all leases. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the performance of all of the agreements and covenants in the Association documents, and shall be liable for any violations by his/her lessee of any and all use restrictions.
- i. The lessee may be required to meet with the Association or a Committee thereof to acknowledge that he/she takes occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Such meeting may take place after the Association has received the name, address and telephone number of the prospective lessee or a copy of the lease, and prior to the date of occupancy.
- j. The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the Lot Owner does not have a copy of such documentation, then the Lot Owner will be required to obtain copies from the Association at a reasonable cost at the time of application.
- k. Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors shall have the authority to promulgate additional rules and regulations governing the leasing of Lots, including, but not limited to, the authority to promulgate a rule restricting the leasing of Lots to no more than a certain percentage of the total Lots within the Property, which percentage may be determined in the sole and absolute discretion of the Board of Directors from time to time.
- l. Without limiting the Association's ability to disapprove any lease, if an Owner is delinquent in the payment of any assessment or other monies owed to the Association, the Association may disapprove any lease for this reason alone. Additionally, the Association may disapprove a lease if the Owner of said Lot, is deemed by the Association to be in violation of any provision(s) of this Declaration, or the Articles of Incorporation, Bylaws or Rules & Regulations. Additionally, the Association shall have the authority to disapprove of a lease

of any Lot for the following reasons, and such reasons shall be deemed reasonable:

- (1) Where the prospective lessee, by taking title to the Lot, would automatically be in violation of any of the Association's governing documents including, but not limited to, the Declaration, Articles of Incorporation, Bylaws and/or Rules and Regulations of the Association.
- (2) Where the prospective lessee has an extensive, recent criminal history, and is, therefore, deemed a threat to the community, or is a registered sexual offender or predator pursuant to Florida law.

m. There shall be no subleasing of a Lot.

n. Guests, other than an immediate family member, which shall be defined as an Owner's or Tenant's spouse, parents, siblings, children or grandparents, who are not paying rent to the Owner, shall be prohibited from occupying a Lot without the Owner or Tenant in residence for a period in excess of thirty (30) days in any twelve-month period. Any guest who will be occupying a Lot without the Owner or Tenant in residence for a period in excess of thirty (30) days in any twelve-month period shall be considered a tenant and subject to approval by the Association as provided in this section.

o. With respect to any tenant or any person present on any Lot or any portion of the Properties other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person materially violates any provision of this Declaration, the Articles or Bylaws, or if such person is a source of annoyance to the residents of the Properties, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties, and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys fees, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

- p. Notwithstanding anything to the contrary contained in this Section, any of the powers that may be exercised by the Board of Directors pursuant to this Section may also be exercised by a designee of the Board of Directors, such as, but not limited to, any committee appointed by the Board of Directors or by the management company.
- q. Acceptance of Responsibility. Prior to the leasing of any home or Property within Heritage Oaks, the Owner may be required to sign a "Notice of Acknowledgment" formally accepting financial responsibility for any damages caused by the tenant or lessee, whether civil or criminal, leading to an out of pocket expense for the Association or another Owner.