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 MARSHA EWING  
 CLERK OF MARTIN COUNTY FLORIDA  
 RECORDED BY C Burkey

**AMENDED AND RESTATED  
 MASTER FORM DEED  
 HERITAGE RIDGE SOUTH, SECTION ONE**

The purpose of this Amended and Restated Master Form Deed is to continue the purposes of the Master Form Deed for Heritage Ridge South, Section One, recorded in Official Records Book 472, Page 806, et. seq., in the official records of Martin County, Florida and amended at OR Book 860, Page 1417, et. seq., OR Book 989, Page 1333, et. seq. and OR Book 1225, Page 990, et. seq. All provisions of this Amended and Restated Master Form Deed and all exhibits hereto shall be construed to be covenants running with the land.

That certain land situate in Martin County, Florida, to wit:

Lots 1-36, inclusive, Block A; Lots 1-37, inclusive, Block B;  
 Lots 1-18, inclusive, Block C; Lots 1-14, inclusive, Block D;  
 Lots 1-14, inclusive, Block E; Lots 1-16, inclusive, Block F;  
 Lots 1-17, inclusive, Block G, Heritage Ridge South, Section  
 One, according to Plat thereof filed May 23, 1979, recorded  
 at Plat Book 7, Page 81, Martin County, Florida, Public  
 records.

has been subjected to the following restrictions and limitations, which are intended to be and shall be taken as covenants to run with the land, and which are intended to be and shall be taken as conditions of conveyance and one of the express considerations thereof and which shall apply to all residential lots lying within this subdivision, as specified.

The following restrictions shall apply to all residential lots in HERITAGE RIDGE SOUTH, SECTION ONE.

1. No mobile or modular home shall contain less than 600 square feet of floor space, or be of a width of less than 12 feet.
2. There will be a set back of 20 feet from the front lot line and 6 feet from each side lot line. The side street set back shall be the same as the front set back.
3. All facilities for domestic water supply and sewage disposal shall be of a design approved by the Florida State Board of Health and the State Department of Pollution Control, and shall be installed by Hydratech Utilities\*. Wells to supply water for irrigation purposes may be installed by the property owner. A monthly charge for

\*water and sewage disposal now provided by South Martin Regional Utilities

domestic water supply and sewage disposal will be assessed the users of the facilities. No other source of domestic water usage or sewage disposal shall be allowed.

4. Each lot owner may have a screen room and/or enclosed Florida room attached to the mobile or modular home. Said room must conform in construction with the mobile or modular home to which attached and must comply with all zoning and building regulations that apply and shall contain no plumbing or cooking facilities.

5. Each mobile or modular home is required to have attached thereto a carport that will conform in construction with the mobile or modular home (except where unusual lot configuration makes a carport impractical to install). Each home is also required to have an attached utility building for storage that is not to exceed 250 sq. ft. of floor space. The carport and utility building must conform with all zoning and building regulations that apply.

No structures or buildings may be placed on the lot except those specified above.

6. No mobile or modular home shall be allowed in said subdivision that does not conform in appearance and quality with the remaining units in any referenced section. The Heritage Ridge South Property Owners Association, Inc. shall make the determination as to whether or not the mobile or modular home meets the above referenced standard.

7. All lots must be fully sodded including the road rights-of-way to the edge of the street. Driveways shall be a minimum of 11 x 55 and must be full concrete slabs or similar to Paver Systems; no runners are permitted. All driveways shall be constructed to conform with the cross section of the drainage swales within the right-of-way so as not to impede the surface drainage provided thereby.

8. All improvements to lots and homes must be acceptable to Martin County and the plans must be approved by the Heritage Ridge South Property Owners Association, Inc.

9. All electrical services shall be placed underground and shall comply with the electrical code of Martin County, Florida.

10. The lots in said subdivision must be kept clean, mowed and free from unsightly structures. In case of failure, the Heritage Ridge South Property Owners Association, Inc. reserves the right to enter upon all lots, mow the grass, clean the lot and remove unsightly structures and to charge the occupant or owner for the actual cost of the services performed, and if said costs be not paid, to file a lien therefor.

11. Vehicles, boats and repair – parking of commercial vehicles, inoperable vehicles, unregistered vehicles, unregistered boats or unregistered trailers on driveways or otherwise on premises of the subdivision is prohibited except for loading or unloading purposes. There shall be no major repair performed on any boat or other vehicles on or

adjacent to any lot, and the parking of any boat or travel trailers on any lot shall be allowed only so long as it is not unsightly and causes no interference with traffic.

12. All mobile or modular homes must be anchored according to the building code of Martin County, Florida and, within thirty days from the time said mobile or modular home shall be located in said subdivision, shall have skirting installed enclosing the base of the mobile or modular home located thereon. Skirting materials and installation must be approved by the Heritage Ridge South Property Owners Association, Inc.

13. Each mobile or modular home must be the property of the lot owner upon which the home is located.

14. Clothes lines shall not exceed one half the width of any lot and will be placed in the rear of and at right angles to the mobile home. If circular line is used, no more than one such unit per mobile home may be installed.

15. Pets shall be authorized in the subdivision and must be on a leash if off of owner's property. Pet waste must be picked up. Excessive pet noise will not be tolerated. It shall be unlawful for the owner or custodian of any animal to permit such animal to habitually bark, whine, howl, squawk, screech, crow or cause any other noise which is objectionable due to pitch, frequency, timing or any combination thereof.

16. Inasmuch as the Heritage Ridge South community is designed and intended as a community to provide housing for residents who are fifty-five (55) years of age or older, no dwelling unit shall, at any time, be occupied by children who are under sixteen (16) years of age; except that children below the age of sixteen (16) may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in total in any calendar year period. No occupancy of any dwelling unit shall be permitted by an individual between the ages of sixteen (16) and fifty-five (55), except that individuals between the ages of sixteen (16) and fifty-five (55) may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in total in any calendar year period. Notwithstanding same, the Board in its sole discretion shall have the right to establish hardship exceptions to permit individuals, including, but not limited to heirs, devisees, and spouses of existing owners between the ages of sixteen (16) and fifty-five (55) to reside in the community, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the dwelling units in the community having less than one permanent resident fifty-five (55) years of age or older, it being the intent that at least 80% of the dwelling units shall at all times have at least one permanent resident fifty-five (55) years of age or older. The Board of Directors shall establish policies and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Board, or its designee, shall have the sole and absolute authority to deny occupancy of a dwelling unit by any person(s) who would thereby create a violation of the aforesated percentages of adult occupancy. Occupancy or residency shall be

shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board.

17. Lots shall be used for single family mobile or modular home residential purposes only and only one family per dwelling unit shall be allowed.

18. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

19. No above ground gas or other storage tanks shall be permitted in said subdivision.

20. Fence construction shall be governed by all county regulations and in addition shall not be constructed beyond the front street set back.

21. PROPERTY OWNERS ASSOCIATION. Each lot owner shall automatically be a member of the HERITAGE RIDGE SOUTH PROPERTY OWNERS ASSOCIATION, INC., a non-profit corporation, and agrees to be bound by its Articles of Incorporation and By-Laws, as well as the rules and regulations of the association. For the purpose of maintaining the common facilities of HERITAGE RIDGE SOUTH, the owner of each lot in the subdivision, by acceptance of deed, agrees to pay the assessments determined by the Property Owners Association to be attributable to each member for said member's proportionate share of said common expenses of HERITAGE RIDGE SOUTH.

22. ASSESSMENTS, LIABILITY, LIEN, PRIORITY AND COLLECTION – A lot owner, regardless of how title is acquired, shall be liable for all assessments coming due while owner of a lot and such other assessments as provided by law. Assessments or other lawful charges and fees imposed by the Property Owners Association and not paid when due shall bear interest at eighteen (18) percent per annum from the date when due. The Property Owners Association shall have a lien against the property of any member for any unpaid assessments or other lawful charges. Said lien shall also secure reasonable attorney fees and all costs incurred by the Property Owners Association incident to collection of such assessments or other charges or enforcement of such lien. Lien shall continue in effect against owner and any transferee until all sums secured by the lien shall have been fully paid. Said liens shall be enforced by foreclosure suit brought by the Property Owners Association and shall be governed by the laws of Florida on foreclosure of liens.

23. RESTRAINT ON ALIENATION OR ENCUMBRANCING OF RECREATION FACILITIES AND COMMON ELEMENTS – Title to the Recreation Facilities will be conveyed to the Property Owners Association, and said title shall not be separated, conveyed or encumbered in any manner whatsoever by a lot owner or lot owners. No lot owner shall maintain any action for the partition of any of the common elements or the recreation facilities.

24. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of said restrictions, either to restrain violations or to recover damages. Said actions may be brought by Heritage Ridge South Property Owners Association, Inc., or any owners adversely affected by such violation. In any such action, to the maximum extent permissible, the Owner and occupant responsible for the violation shall pay all costs, including attorney's fees and costs actually incurred. Additionally, the Owner and occupant responsible for a violation will be responsible to pay all expenses incurred by the Association in connection with the correction of the violation, including, but not limited to, attorney's fees in relation to such violation even if there is no institution of legal action.

25. These restrictions are to run with the land and shall be binding upon all persons claiming under them and shall not be amended without the written consent of two-thirds (2/3) of the lot owners in Section One.

26. SEVERABILITY – Invalidation of any one of these covenants or restrictions or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

This Amended and Restated Master Form Deed for Heritage Ridge South, Section One has been approved by at least three-fourths (3/4) of the lot owners in Section One at a meeting held on Nov. 19, 2008, which vote was sufficient for approval.

The undersigned, Heritage Ridge South Property Owners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Master Form Deed and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this day of Dec 18, 2008.

WITNESSES AS TO PRESIDENT:

HERITAGE RIDGE SOUTH  
PROPERTY OWNERS  
ASSOCIATION, INC.

Judith D. Raynor  
Printed Name: JUDITH D. RAYNOR

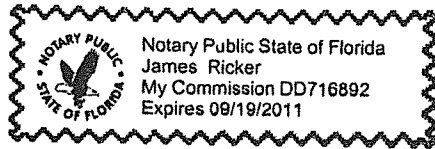
By: Richard W. Otten  
Richard W. OTTEN, President

Eradi R. Bobb  
Printed Name: ERADI R. BOBB SEC

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on DEC 18, 2008, by Richard W. Otten, as President of Heritage Ridge South Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: 0350 759 42175 0].

Notarial Seal



James Ricker  
Notary Public

WITNESSES AS TO SECRETARY:

HERITAGE RIDGE SOUTH  
PROPERTY OWNERS  
ASSOCIATION, INC.

Wayne K Ray  
Printed Name: WAYNE K RAYNOR

By: Errol R Bobb  
ERROL R BOBB, Secretary

Judith D. Raynor  
Printed Name: JUDITH D. RAYNOR

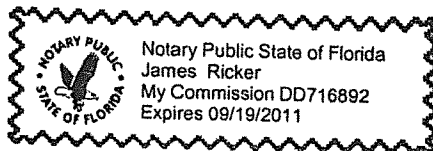
CORPORATE  
SEAL

STATE OF FLORIDA  
COUNTY OF MARTIN

The foregoing instrument was acknowledge before me on Dec 18, 2008, by Errol R Bobb, as Secretary of Heritage Ridge South Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: DRIVER LICENCE].

# B 100-216-43-147-0

Notarial Seal



James Ricker  
Notary Public