

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS OF
HERITAGE RIDGE SOUTH, SECTION THREE**

The purpose of this Amended and Restated Declaration of Covenants and Restrictions is to continue the purposes of the Declaration of Covenants and Restrictions of Heritage Ridge South, Section Three, recorded in Official Records Book 625, Page 1972, et. seq., 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. in the official records of Martin County, Florida. All provisions of this Amended and Restated Declaration of Covenants and Restrictions shall be construed to be covenants running with the land.

The real property hereafter described, is and shall continue to be held, transferred, sold, conveyed and occupied subject to these covenants, restrictions, easements, charges and liens hereinafter set forth in this Amended and Restated Declaration of Covenants and Restrictions.

SECTION I. PROPERTY SUBJECT TO THE DECLARATION.

The property subject to the Declaration is that certain land situated in Martin County, Florida, to-wit:

Lots 77-120, inclusive, Block A, Lots 1-20, inclusive, Block O; and Lots 44-68, inclusive, Block H, Heritage Ridge South, Section Three, according to the plat thereof filed December 27, 1984, recorded at Plat Book 9, Page 86, Martin County, Florida, Public Records

SECTION II. RESTRICTIVE COVENANTS

1. No manufactured home shall contain less than 720 square feet of floor space and must be a minimum 24 feet wide. All homes must be Colonial White #414-1 manufactured by Porter Paint, Colonial White #A10-3 by Lowes or Colonial White #C10-3 by Sherwin Williams or an equivalent color; with the trim color being the same, white or Bronze #62 manufactured by Benjamin Moore & Company, Bronze #70R-08/186 by Glidden Paint or Corcoran Brown #403 by Sherwin Williams or an equivalent color. All homes shall have lap siding, or siding having been approved by the Board of Directors of Heritage Ridge South Property Owners Association, Inc.

2. There will be a set back of 20 feet from the front lot line and a minimum of 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 the Martin County Utility Department, (South Martin Utilities). Wells to supply water for irrigation purposes must be installed by the property owner.

4. Each lot owner may have a screened room and/or enclosed Florida room attached to the manufactured home. Said room must conform in construction with the manufactured home to which attached, and must comply with all zoning and building regulations that apply.

5. Each manufactured home is required to have attached thereto a carport that will conform in construction with the manufactured home (except where unusual lot configuration makes a carport impractical to install). Each home is also required to have a utility building for storage that is not to exceed 250 square feet of floor space and must be an integral part of the carport and or be attached to the dwelling and not to be free standing. The carport, Florida room and utility building must conform to all zoning and building regulations.

Concrete constructed or manufactured homes must conform to other home structures in the Cambridge Phase 3 Community.

6. No manufactured home or concrete manufactured home shall be allowed in said subdivision that does not conform in appearance, quality, and landscaping with the remaining units in any referenced section.

7. Any and all property owners who desire "Florida Friendly" yards must submit a written plan to the Board of Directors along with a start date of the change and the finished date of the change along with a report from the "Florida Friendly" Department of Martin County Extension approving that such plans will meet "Florida Friendly" requirements.

8. All lots must be fully sodded, with the exception of "Florida Friendly" approved lots, including the road right-of-way to the edge of the street (including "Florida Friendly" lots). Driveways shall be a minimum of 11' x 55' and must be full concrete slabs or similar to the paver system; no driveway runners are permitted. All driveways shall be constructed to conform to the cross section of the drainage swales within the right-of-way so as not to impede the surface drainage provided thereby.

9. To assure quality and attractiveness of the Cambridge Phase 3 Community, all improvements to lots must have prior approval of the Board of Directors and must be acceptable to all applicable governmental agencies.

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

11. The lots in said subdivision must be kept clean, mowed and free from unsightly structures. Failure to comply, the Board of Directors or those assigned by the Board of Directors, reserve the right to enter upon all lots, mow the grass, clean the lot and remove unsightly structures and to charge the owner or the occupant for the actual cost of the service performed. If such costs are not paid, the board reserves the right to place a lien on the property.

12. Commercial vehicles or vehicles with commercial signs on it, boats, motor homes or campers of any type in driveways or other premises of the subdivision are prohibited except for loading and unloading purposes. There shall be no major repair performed on any boat or other vehicles on or adjacent to any lot. Parking of any boat or recreation vehicle on any lot shall not be allowed for any longer than 72 hours.

13. All manufactured homes must be anchored according to the building code of Martin County, Florida and, within thirty days from the time said manufactured home shall be located in said subdivision, shall have skirting installed enclosing the base of the manufactured home located thereon.

14. If a concrete or manufactured home is installed it must meet all of Martin County and Florida State coding laws.

15. All homes must be the property of the lot owner.

16. Clothes lines are approved, providing they run within the borders of the home and in the back yard.

17. Antennas and satellite dishes for the reception and video programming, less than one meter in diameter are allowed on any home in this subdivision, as provided by the regulations of the Federal Communications Commission.

18. All mail boxes must be uniform in black, with the mail box stand being brown tone on a wood stand to conform to the original design of Phase 3.

19. Pets shall be authorized in this subdivision but must be leashed or contained behind a fenced in yard. All pet waste shall be picked up by the pet owner and disposed of properly in a sanitary way according to the Martin County and State of Florida, sanitation laws.

20. Lots shall be used for single family home residential purposes only, and only one family per dwelling unit shall be allowed.

21. Cambridge at Heritage Ridge South 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 permanently 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. No permanent 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 sixteen (16) and fifty-five (55) may be permitted to visit and temporarily reside for periods not exceeding sixty (60) days in any calendar year period. Notwithstanding same, the Board of directors 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 permanently 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 of Directors 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 forestated percentages of adult occupancy. Permanent occupancy or residency shall be defined in the rules and regulations of the Property Owners Association as may be promulgated by the Board of Directors.

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

23. No above ground gas or other storage tanks shall be permitted in said subdivision except for propane operated grills, gas mowers and gasoline for mower and emergency generator use only.

24. Fence construction shall be governed by all Martin County and State of Florida regulations, and shall not be constructed beyond street setbacks.

**SECTION III. HERITAGE RIDGE SOUTH
PROPERTY OWNERS ASSOCIATION, INC.**

1. Each lot owner shall automatically be a member of the Heritage Ridge South Property Owners Association, Inc., a not for profit Corporation ("Property Owners Association"), and agrees to be bound by this Declaration, its Articles of Incorporation and By-Laws and amendments thereto, as well as the Rules and Regulations of the Property Owners Association. The owner of each lot in this subdivision by acceptance of their 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 common expenses of "Heritage Ridge South". Common expenses are those expenses necessary to maintain, operate, insure, repair, and replace, the common elements, drainage facilities and recreation facilities, including the payment of taxes therein.

2. The Board of Directors has entered into a contract with Comcast Cable Company to provide a less expensive home entertainment for the property owner. Only lots with homes on them will be charged for the use of this system.

3. Recreation facilities - for the use and enjoyment of the property owners which facilities are owned and managed by the Heritage Ridge South Property Owners Association, Inc., are located at the HRSPOA clubhouse and grounds, including the pool and shuffle board court.

4. Assessments, cable bill, liability, lien, priority and "collection". A lot owner, regardless of how title is acquired, shall be liable for all assessments, cable bill coming due while owner of a lot. Assessments or other lawful charges and fees imposed by the Property Owners Association and not paid when due shall bear interest at ten percent (10%) per annum from the date when due. The Property Association shall have a lien against the property of any member for 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 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.

5. Foreclosure, judicial sale or conveyance in lieu. In the event that any mortgagee of record shall acquire title to any unit by virtue of any foreclosure or judicial sale, or voluntary conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable for the assessments pertaining to the unit which became due prior to such acquisition as provided by Florida Statute 720.3085 as amended from time to time (and any lien for such assessments shall be extinguished by foreclosure or voluntary conveyance in lieu thereof) unless the assessment due has been recorded prior to the recording of the mortgage being foreclosed. In such event, any assessments as to which the mortgagee of record so acquiring title shall not be liable shall be absorbed and paid by all owners of all units (including the mortgagee of record so acquiring the title to such unit). Nothing herein contained shall be construed as releasing the party personally liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment against such party by means other than foreclosure.

6. Restraint on alienation or encumbering of recreation facilities and common elements. Title to the recreation facilities and common elements 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.

SECTION IV. GENERAL PROVISIONS

1. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any of these restrictions or the rules and regulations of the Heritage Ridge South Property Owners Association Inc, and may be by action either to restrain violations or to recover damages. Said action may be brought by the Board of Directors, the Property Owners Association, or any owners adversely affected by such violation.

2. 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 vote of 2/3 of the property owners in Section Three. Any such amendment shall not affect the lien of any mortgage then encumbering any of the properties within Heritage Ridge South.

3. 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.

4. The term "Board of Directors", or the "Association" are one and the same. The term HRSPOA is the acceptable abbreviation for Heritage Ridge South Property Owners Association. These restrictions run with the sale of the lot.

This Amended and Restated Declaration of Covenants and Restrictions of Heritage Ridge South, Section Three has been approved by at least three-fourths (3/4) of the lot owners, 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 Declaration 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 16th day of MARCH, 2015.

WITNESSES AS TO PRESIDENT:

HERITAGE RIDGE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

Madeline Cook
Printed Name: MADELINE L. COOK

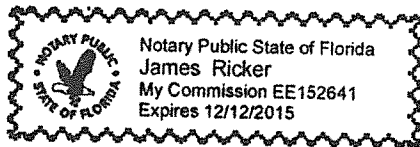
By: Martin Post, President

Wanda O. Bellow
Printed Name: Wanda O Bellow

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on 03/16/, 2015, by MARTIN POST, as President of Heritage Ridge South Property Owners Association, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____].

Notarial Seal



James Ricker
Notary Public

WITNESSES AS TO SECRETARY:

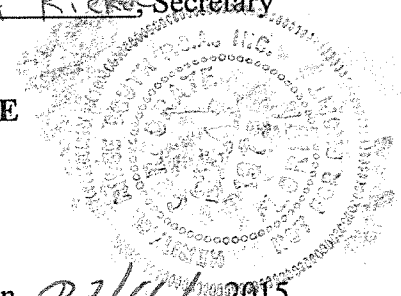
HERITAGE RIDGE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

Madeline Cook
Printed Name: MADELINE L. COOK

By: Judith A. Ricker, Secretary

Wanda O. Bellow
Printed Name: Wanda O Bellow

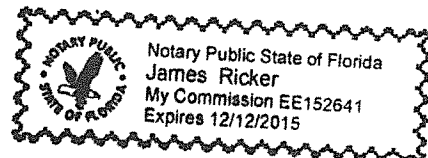
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on 03/16/, 2015, by Judith A. Ricker, as Secretary of Heritage Ridge South Property Owners Association, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____].

Notarial Seal



James Ricker
Notary Public