

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

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 Two, recorded in Official Records Book 507, Page 2343, 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 37-76, inclusive, Block A; Lots 1-43, inclusive, Block H;
Lots 1-64, inclusive, Block I; Lots 1-35, inclusive, Block J;
Lots 1-22, inclusive, Block K; Lots 1-39, inclusive, Block L;
Lots 1-8, inclusive, Block M; Lots 1-10, inclusive, Block N,
Heritage Ridge South, Section Two, according to the Plat
thereof filed September 8, 1980, recorded at Plat Book 8,
Page 36, Martin County, Florida, Public Records.

SECTION II. RESTRICTIVE COVENANTS

1. No mobile home shall contain less than 720 square feet of floor space and must be a minimum of 24 feet wide. All new homes must be of a color in accordance with the specifications adopted from time to time by the Board of Directors of the Heritage Ridge South Property Owners Association (HRSPOA). Existing homes may be repainted in the same color or in a color in accordance with the specifications adopted from time to time by the Board of Directors.

2. There will be a setback 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. The rear set back shall conform to all Martin County building regulations.

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. Wells to supply water for irrigation purposes may be installed by the property owner. A monthly charge for domestic water supply and sewage disposal will be assessed the users of the facilities. No other source of domestic water or sewage disposal shall be allowed.

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

5. Each mobile home is required to have a carport and utility building that will conform to all Martin County zoning and building regulations. Each home is also required to have one only utility building for storage that is not to exceed 250 sq. ft. of floor space and must be an integral part of the carport or be attached to the dwelling and not to be free-standing.

No structures or buildings may be placed on the lot except those specified above, unless otherwise approved by the Board of Directors of HRSPOA.

6. No mobile home shall be allowed in said subdivision that does not conform in appearance, quality, and landscaping with the remaining units in any referenced section. The Board of Directors of HRSPOA shall make the determination as to whether or not the above referenced standards are met.

7. All lots must be fully sodded including the road rights-of-way to the edge of the street. Driveways must be full concrete slabs or similar to the Paver Systems; no runners are permitted. All driveways shall be constructed to conform to the cross section of the drainage swales within the right-of-way as not to impede the surface drainage provided thereby. All lawns must have underground sprinkler systems and landscaping comparable to existing homes and be approved by the Board of Directors of HRSPOA.

8. To assure the quality and attractiveness of the entire Heritage Ridge Community, all improvements to lots and homes must have prior approval of the Board of Directors of HRSPOA and must be acceptable to all applicable governmental agencies.

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 HRSPOA, its successors and assigns, 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 are not paid, to file a lien therefore.

11. Parking of commercial vehicles on driveways or otherwise on premises of the subdivision is prohibited except when necessary for performing services to the lot or for loading or unloading purposes. There shall be no major repair performed on any boat or other vehicles on or adjacent to the lot. Parking of any boat, trailer or recreation vehicle on any lot shall not be allowed for longer than 72 hours.

12. All mobile homes must be anchored according to the building code of Martin County, Florida and, within thirty days from the time said mobile home shall be located in said subdivision, shall have skirting installed enclosing the base of the mobile home located thereon. Skirting materials and installation must be approved by the Board of Directors of HRSPOA.

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

14. Except for satellite dishes and antennas authorized by the Federal Communication Commission Regulations, satellite dishes and antennas may only be installed on a lot upon approval of the Board of Directors of HRSPOA.

15. All mailboxes must be in conformity with the community.

16. Pets shall be allowed in the subdivision and conform to Martin County regulations. Dog 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 noise which is objectionable due to pitch, frequency, timing or any combination thereof.

17. 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 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 period. No occupancy of any permanent 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 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, 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 aforesaid percentages of adult occupancy. Permanent occupancy or residency shall be defined in the Rules and Regulations of the Association as may be promulgated by the Board.

18. Lots shall be used for single-family mobile home residential purposes only and only one family per dwelling unit shall be allowed.

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

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

21. Fence construction shall be governed by all county regulations and shall not be constructed beyond the street set backs.

SECTION III. HERITAGE RIDGE SOUTH PROPERTY OWNERS ASSOCIATION

1. Each lot owner shall automatically be a member of the HERITAGE RIDGE SOUTH PROPERTY OWNERS ASSOCIATION, INC. (HRSPOA), a non-profit corporation and agrees to be bound by these restrictions and its Articles of Incorporation and By-Laws, as well as the Rules & Regulations Governing the Common Areas and General Appearance of the Community. The owner of each lot in the subdivision by acceptance of deed, agrees to pay the assessments determined by HRSPOA to be attributable to each member for said member's proportionate share of the common expenses of HERITAGE RIDGE SOUTH. Common expenses are those expenses necessary to maintain, operate, insure, repair, and replace, as necessary, the common elements, drainage facilities, and recreation facilities, including the payment of taxes thereon, as well as the expense of bulk cable television services. Provided however, that the owners of the vacant lots located within Heritage Ridge South shall not be responsible for the payment of a proportionate share of the cost of bulk cable television service. Should a vacant lot become occupied by a home at any time in the future, then such lot(s) shall become responsible for a proportionate share of the cost of bulk cable television service.

2. 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. Assessments or other lawful charges and fees imposed by HRSPOA, and not paid when due shall bear interest at ten percent per annum from the date when due. HRSPOA 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 HRSPOA incident to collection of such assessments or other charges or enforcement of such lien. The lien shall continue in effect against owner and any transferee until all sums secured by the lien shall have been fully paid. Said liens may be enforced by foreclosure suit brought by HRSPOA and shall be governed by the laws of Florida on foreclosure of liens.

3. RESTRAINT ON ALIENATION OR ENCUMBRANCING 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, the Articles of Incorporation, Bylaws or the Rules & Regulations Governing the Common Areas and General Appearance of the Community and may be by action either to restrain violations or to recover damages. Said actions may be brought by the HERITAGE RIDGE SOUTH 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 votes of two thirds of the lot owners. Any such amendments 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 "lot owners" shall include their heirs, successors and assigns.

This Amended and Restated Declaration of Covenants and Restrictions of Heritage Ridge South, Section Two 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 day of May 17, 2010.

WITNESSES AS TO PRESIDENT: HERITAGE RIDGE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

Martin Post
Printed Name: MARTIN POST

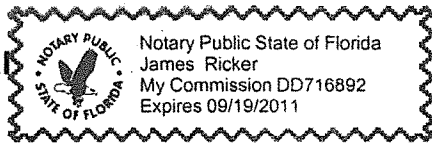
By: Judith D. Raynor
JUDITH D RAYNOR, President

Donald R. Cook
Printed Name: DONALD R. COOK

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on May 17, 2010, by JUDY RAYNOR, 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

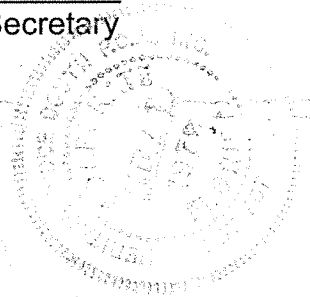
WITNESSES AS TO SECRETARY: HERITAGE RIDGE SOUTH PROPERTY OWNERS ASSOCIATION, INC.

Martin Post
Printed Name: MARTIN POST

By: Carol L. Carney
CAROL L. CARNEY, Secretary

Donald R. Cook
Printed Name: DONALD R. COOK

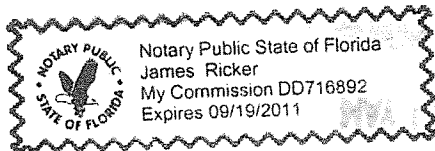
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on MAY 17, 2010, by CAROL CARNEY, 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