

DECLARATION OF CONDOMINIUM
of
HERITAGE VILLAS AT HERITAGE OAK PARK

A Condominium

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DECLARATION OF CONDOMINIUM
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KNOW ALL MEN BY THESE PRESENTS, that Heritage Park Associates III, Inc., a Florida corporation ("Developer"), does hereby submit to condominium ownership pursuant to Chapter 718, Florida Statutes, as amended, the following described land and improvements thereon and all improvements hereafter erected thereon, situate, lying and being in the County of Charlotte, State of Florida, to-wit:

See legal description of Phase 8 of HERITAGE VILLAS AT HERITAGE OAK PARK, set forth on the condominium plat attached hereto as Exhibit "A" and by this reference made a part hereof,

and that said property shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions and easements:

1. **THE CONDOMINIUM ACT.** Chapter 718, Florida Statutes, as amended, known as the "condominium act," is incorporated herein by reference and all provisions thereof shall apply to this condominium, provided that the terms and provisions of this declaration shall control to the extent the statute authorizes a variance by the terms of a declaration of condominium or other condominium documents.

2. **NAME.** The name by which this condominium shall be known and identified is HERITAGE VILLAS AT HERITAGE OAK PARK, Inc., a condominium.

3. **CONDOMINIUM PLAT.** A survey of said land and plot plan locating the improvements thereon and identifying each condominium unit and the common elements and their relative locations and approximate dimensions (herein called "condominium plat") is attached hereto as Exhibit "A" and is recorded in Condominium Book 11 at pages 49A-49D, Public Records of Charlotte County, Florida. The locations, dimensions, descriptions, identification and numbering or lettering of the respective condominium units shall be described in the condominium plat and any subsequent amendments thereto as hereinafter provided. A unit shall consist of the space defined in the condominium plat. In the event the actual physical location of any unit at any time does not precisely coincide with the condominium plat and subsequent amendments, the actual physical locations shall control over the locations, dimensions and descriptions contained in the condominium plat and subsequent amendments. In the event of a total or substantial destruction of any building, the locations, dimensions and descriptions of the respective units as contained in the condominium plat and subsequent amendments will control.

4. **OWNERSHIP OF COMMON ELEMENTS AND SHARING COMMON EXPENSES.** Each unit in the condominium shall have an equal share in the ownership of the common elements and common surplus and in the sharing of the common expenses of the condominium. Stated as a

fraction, each unit's share shall be 1/16. If additional units are added to the condominium by the submission of additional phases to condominium ownership, the share of each unit will be adjusted to equal a fraction whose numerator is 1 and whose denominator is the total number of units then comprising the condominium.

5. **COMMON ELEMENTS.** Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of the other condominium unit. The common elements shall include but not be limited to:

- (a) all of the above described land and all easements appurtenant thereto;
- (b) all improvements and parts thereof which are not included within the boundaries of the respective condominium units;
- (c) utility areas and installations and all utility services which are available to more than one unit or to the common elements and which are not owned by the respective utility companies, including easements through the units necessary to provide such services;
- (d) all parking areas, driveways, and other means of ingress and egress;
- (e) all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, within the common elements and up to the exterior surface of the unit wall which are not owned by utility companies;
- (f) all tangible personal property required for the maintenance and operation of the condominium and for the common use and enjoyment of the unit owners;
- (g) all structural beams, posts and members within a unit and an easement of support in any portion of a unit which contributes to the support of the building;
- (h) alterations, additions and further improvements to the common elements, and;
- (i) any lands owned by the Association and submitted to condominium ownership by an amendment to this Declaration approved and executed as provided herein for amendments generally, pursuant to the provisions of Section 718.110(6), Florida Statutes.

The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements (except limited common elements) except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association board of directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

6. **LIMITED COMMON ELEMENTS.** The following shall be deemed to be Limited Common Elements (LCE), the use of which shall be limited to those unit owners to whom such use is assigned by the Association:

Driveways and all heating and air conditioning equipment serving a unit or units and located outside of the unit are limited common elements for the exclusive use of the owner or owners of the unit or units served and to which they shall be appurtenant. The rear patio and attached garage are part of the unit and are not limited

common elements.

(a) Certain appurtenant options, which might include a rear deck, spa or porch (the "unit options") may be included. If unit options are constructed, they would be an LCE, maintained by the unit owner.

7 **ASSOCIATION.** The corporation which will be responsible for the operation of the condominium will be an incorporated association known as HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC., a Florida not for profit corporation (the "Association"). All persons owning a vested present interest in the fee title to any of the condominium units as evidenced by a proper instrument duly recorded in the public records of Charlotte County, shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. All of the affairs and property of the condominium and of the Association shall be controlled by the officers and board of directors of the Association. A copy of the articles of incorporation which has been filed with and certified by the Secretary of State of Florida is attached hereto and marked Exhibit "B." The bylaws governing the operation of the condominium and of the Association are attached hereto and marked Exhibit "C". The Association shall have all of the rights and powers provided by the Condominium Act, the corporation statutes, the Articles of Incorporation, the Bylaws and this Declaration. Each director shall be a member, or a spouse, parent, or adult child of a member, of the Association or a person exercising the rights of an owner who is not a natural person. All directors shall act without compensation. The Board of Directors in its judgment shall have the authority to grant variances to restrictions hereunder.

8. **VOTING RIGHTS.** Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner. The vote shall be cast in the manner provided in the Association bylaws.

9. **COMMON EXPENSES.** The common expenses shall include:

- (a) costs of operation, maintenance, repair and replacement of the common elements;
- (b) costs of management of the condominium and administrative costs of the Association including professional fees and expenses;
- (c) costs of water and sewerage service, electricity and other utilities which are not metered to the individual condominium units; this may at the discretion of the board of directors include cable television service, wireless internet service or central antenna service;
- (d) damages to the condominium property in excess of insurance coverage;
- (e) salary of a manager or managers and their assistants and other employees, as shall be determined by the board of directors of the Association;

- (f) premium costs of fire, windstorm, flood, and other property insurance and liability insurance as provided herein; this may also include costs of directors and officers insurance if the board desires at its option to obtain same;
- (g) initial cost of installation of additions, alterations or improvements, or additional lands, leaseholds or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, purchased as part of the common elements for the benefit of all the members, provided that if the cost of any of such items shall be more than 10 percent of the amount of the total annual budget of the Association, the purchase or installation of such items shall first be approved by the members of the Association;
- (h) all other costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, protecting, managing and conserving the condominium property and in carrying out its duties and responsibilities as provided by the condominium act, this declaration, the articles of incorporation, or the bylaws;
- (i) all assessments imposed by Heritage Oak Park Community Association to operate and maintain Heritage Oak Park community property;
- (j) costs of maintaining landscaping along the unpaved right-of-way of roads abutting the condominium.

10. **MAINTENANCE, REPAIR AND REPLACEMENT.** The respective obligations of the Association and the unit owners to maintain, repair and replace the condominium property shall be as follows:

A. **By the Association.** The Association shall maintain, repair and replace as part of the common expense all of the common elements, including but not limited to the exterior walls, roofs, foundations and slabs of the unit buildings, except those portions of the common elements which are to be maintained, repaired and replaced by the unit owners as provided hereinafter, and except for such interior improvements to storage areas as may be made by respective unit owners. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any common elements therein or accessible there from, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage to the common elements or to another unit. If the board of directors determines that any maintenance, repair, or replacement required to be made by the Association was necessitated by the carelessness, negligence, or intentional act of a unit owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be the responsibility of the unit owner and shall be payable by such unit owner within 30 days after delivery of written notice thereof. Neither the Association nor any unit owner shall be liable for any damage to the property or person of any other unit owner or occupant caused by water intrusion into a unit through the common elements or from another unit resulting from rain leakage, pipe leakage, overflow, or bursting, or other similar source, unless the Association or unit owner

is guilty of gross negligence or willful and wanton misconduct.

B. **By the Unit Owners.** Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements (except as otherwise provided herein), including but not limited to:

- (a) paint, finish, covering, wallpaper and decoration of all interior walls, floors and ceiling;
- (b) all built-in shelves, cabinets, counters, storage areas, and closets;
- (c) all refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment; all bathroom fixtures, equipment and apparatus;
- (d) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits serving only the respective unit; all electric lines between the unit and its individual service panel or meter, and all water and waste lines between the unit and the main distribution lines;
- (e) the heating and air conditioning system serving the unit including those parts of the system which are located outside of the boundaries of the unit;
- (f) all windows, screening and sliding glass doors (glass in sliding glass doors must be replaced only with tempered glass);
- (g) all interior doors, walls, partitions, and room dividers; and,
- (h) all furniture, furnishings and personal property contained within the respective unit.

The Association shall have a right of access to the unit as provided in the condominium act. If damage to the common elements results from the negligence of a unit owner, the cost of repairs or maintenance resulting from such negligence shall be the responsibility of the negligent unit owner and shall be payable within 30 days after delivery of written notice thereof to the unit owner. If the Association is required to take legal action to collect that amount for the cost of any repairs it shall make to the unit, the Association shall be entitled to collect the repair expenses plus interest at the maximum rate allowed by law and reasonable attorneys' fee (including appellate actions) incurred by the Association in the collection thereof.

11. INSURANCE, DESTRUCTION AND RECONSTRUCTION. Except as otherwise provided herein, the Association, as agent for and in behalf of the unit owners and their respective mortgagees, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company upon all of the insurable improvements of the entire condominium, including the common elements and the respective units and personal property of the Association, for the full replacement or insurable value thereof. The Association board of directors at its discretion may obtain flood insurance coverage for the common elements. The premium for all insurance shall be paid by the Association and shall be included in the

assessment for common expenses. The Association board of directors shall have full authority as agents for the insureds to compromise and settle all claims against its insurance carrier and may institute legal proceedings for the collection thereof. The original policy of insurance shall be held by the Association and the institutional first mortgagees shall be furnished mortgagee endorsements covering their respective interests. Each unit owner shall be responsible for insuring (1) his own personal property and appliances within his unit, (2) any alterations or additions to his unit made by him or by any of his predecessors in title; and (3) all paint, finishing, covering, wallpaper, and decoration of the interior surfaces of all walls, floors, ceilings, and doors bounding, or contained within, his unit. Each unit owner shall also be responsible for insuring any improvements installed within an area assigned or designated as a limited common element that such unit owner is obligated to maintain pursuant to paragraph 10. Notwithstanding the foregoing, any insurance otherwise required to be maintained by the unit owners by the terms hereof may be included in the insurance coverage purchased by the Association and paid for as part of the common expenses, if so authorized by the Association board of directors.

In the event of a destruction or casualty loss to any of the improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association. If the proceeds are in excess of an amount equal to the total annual budget, they shall be immediately paid over by the Association to a banking corporation having trust powers selected by the Association board of directors. The proceeds shall be held by the bank in trust and used for the immediate repair and reconstruction of the damaged improvements under the supervision and control of the board of directors. The insurance carrier shall not be responsible to assure that the proceeds are paid over to the trustee or are properly applied as provided herein. The bank shall disburse that proceeds held by it upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. Any surplus of insurance proceeds shall be returned to the Association and added to the common surplus. In the event the proceeds are not sufficient to pay the cost of the reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the common expenses of the Association. The Association's insurance carrier shall not have a right of subrogation against any unit owner, but if it is determined by the board of directors that the damage was proximately caused by the gross negligence or willful and wanton misconduct or intentional acts of a unit owner, such unit owner shall be responsible to pay a sum sufficient to reimburse the Association for any deficiency in insurance proceeds, which sum shall be payable by such unit owner within 30 days after delivery or written notice thereof. In the event the insurance proceeds are less than the amount of the total budget, they need not be placed in trust but shall be held by the Association and applied directly by the board of directors for the above purposes.

In the event of a total or substantial destruction of all of the condominium improvements, the

improvements shall be restored as above provided unless the owners of two-thirds of the units in this condominium and two-thirds of the units in all other condominiums, if any, operated by the Association vote to terminate this condominium. Except for the consent of institutional first mortgagees pursuant to paragraph 16, no further consent from any other person or entity shall be necessary to effectuate a termination of the condominium in the manner above described. In the event the condominium is to be terminated, then all owners of units shall immediately convey all their right, title, and interest to their respective units to the bank trustee selected by the board of directors, to be held by such trustee in trust. The recording of each such conveyance to the trustee in the Public Records of Charlotte County will have the immediate effect of releasing all liens upon the respective unit and shall cause their instantaneous transfer to that unit owner's share of the funds to be subsequently distributed by the trustee as provided herein. Upon recording an instrument evidencing the termination of the condominium, the proportional share of each unit owner in the condominium property and, to the extent allowed by law, in all funds distributed by the trustee as herein provided shall be established in accordance with the respective values of the units prior to the destruction as such values are determined by three experienced real estate appraisers selected by the board of directors.

The trustee shall collect all insurance proceeds payable as a result of such destruction, shall collect all assets of the Association which are allocable to the units in this condominium and which may remain after the Association pays its liabilities, and shall effect a public or private sale of the condominium property, by whatever means the Association board of directors shall deem best, for the highest and best price, for cash or terms, as soon as practicable consistent with local real estate market conditions. The trustee may make partial distributions of each unit's share of the funds collected by the trustee at such times and in such aggregate amounts as the trustee and the Association board of directors may deem appropriate. In determining the amount of any partial distribution, the trustee and the Association board of directors shall ensure that sufficient funds are retained by the trustee to cover unpaid or anticipated costs, fees, or other liabilities of the Association. When the trustee has collected all insurance proceeds and all proceeds from the sale of the condominium property and, to the extent applicable, the assets of the Association and has paid all applicable Association liabilities and reasonable trustee's fees, appraiser's fees, and other costs reasonably incurred, the trustee shall make a final distribution of each unit's share of the remaining funds held by the trustee.

Any distribution, whether partial or final, of a unit's share of the funds held by the trustee shall be made jointly to the record title owner of the unit and the record owners of any mortgages or other liens encumbering the unit at the time of the recording of the conveyance to the trustee by the unit owner. All mortgages and other liens upon the respective units shall be fully released and discharged as provided herein even though the share of a particular unit in the funds distributed by the trustee is insufficient to pay all liens in full; in such

event the lien holders who had priority against the title to the unit shall have priority of payment of the unit's share of such funds.

Nothing herein provided shall in any way relieve the unit owner of his personal liability for any deficiency which may remain upon any liens which encumbered his unit at the time of his conveyance to the trustee.

Mortgagees and other lien holders shall be deemed to have evidenced their acceptance and consent to the foregoing provisions of this paragraph 11 by the acceptance of their mortgage or perfection of their liens. The provisions of this paragraph 11 may be enforced by injunction, suit for specific performance or by other appropriate remedy upon suit filed by the Association in a court of competent jurisdiction.

12. **LIABILITY INSURANCE.** The Association shall obtain and maintain public liability insurance covering all of the common elements and insuring the Association and the unit owners as their interests may appear in such amount as the board of directors may deem appropriate. The premiums for such insurance coverage shall be a part of the common expenses. The board of directors shall have authority to compromise and settle all claims against the Association or upon insurance policies held by the Association. The unit owners shall have no personal liability upon any such claims and nothing herein contained shall in any way be construed as imposing upon the Association a duty to assess unit owners for the purpose of raising sufficient funds to discharge any liability in excess of insurance coverage. Each unit owner is required for procuring and maintaining public liability insurance covering losses which may occur in and about his particular unit.

13 **RESTRICTIONS UPON USE.** No owner, tenant or other occupant of a condominium unit shall:

- (a) use the unit for other than residence purposes;
- (b) do any of the following without prior written consent of the Association board of directors ("Board") and/or the Heritage Oak Park Architectural Committee: paint or otherwise change the appearance of any exterior wall, door, window, patio or any exterior surface; place any awning on any exterior opening; place any draperies or curtains at the windows of any unit without a solid, light color liner facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building; plant any planting outside of a unit; erect any exterior lights or signs; place any signs or symbols in windows or on any exterior surface; erect or attach any structures or fixtures within the common elements; make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the unit) to any unit or to the common elements; nor fasten any objects to the walls or ceiling of a unit unless they may be removed without substantial damage to the wall or ceiling structure;

- (c) permit loud and objectionable noises or obnoxious odors to emanate from the unit or the common

- elements which may cause a nuisance to the occupants of other units in the sole opinion of the board;
- (d) make any use of a unit which violates any laws, ordinances or regulations of any governmental body;
 - (e) fail to conform to and abide by this declaration, the articles of incorporation and bylaws of the Association, and the uniform rules and regulations in regard to the use of the units and the common elements which may be adopted from time to time by the Board, or fail to allow the Board access to the unit as permitted by the condominium act;
 - (f) erect, construct or maintain any wire, antennas, garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the common elements, except with the written consent of the Association board of directors and the Heritage Oak Park Architectural Committee;
 - (g) permit or suffer anything to be done or kept in his condominium unit or in the common elements which will increase insurance rates on any unit or on the common property;
 - (h) commit or permit any public or private nuisance in the unit or in or on the common elements;
 - (i) divide or subdivide a unit for purpose of sale or lease except to the owner of an adjacent unit (however a unit may be combined with an adjacent unit and occupied as one unit);
 - (j) obstruct the common way of ingress or egress to the other units or the common elements;
 - (k) hang any laundry, garments or other unsightly objects which are visible outside of the unit;
 - (l) allow anything to remain in the common elements which would be unsightly or hazardous;
 - (m) allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefore, and or fail to keep the unit and the limited common elements appurtenant thereto in a clean and sanitary condition at all times;
 - (n) allow any fire or health hazard to exist in or about the unit;
 - (o) make use of the common elements in such a manner as to abridge the rights of the other unit owners to their use and enjoyment;
 - (p) rent or lease a single room or less than an entire unit;
 - (q) lease a unit for a period of less than three months or more than twice in one calendar year;
 - (r) allow any animals to be kept in the unit other than one dog and one cat, caged birds, and small marine animals in aquariums, all of which shall be kept in conformity with the rules and regulations of the Board of the Association, provided that in the event any animal becomes a nuisance to the other unit owners in the sole opinion of the Board, such animal shall be removed from the unit immediately; or allow any authorized pets to use the common elements except when on a leash accompanied by its owner and then only so long as the pet does not make a mess or otherwise disturb the common elements. The Board shall have the authority to "grandfather" in existing pets of a prospective new owner, at the discretion of the Board.
 - (s) park overnight any commercial truck, boats, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than in an enclosed garage), except as may be permitted in writing by the Board and except service vehicles during the time they are actually serving the unit or common elements;

- (t) store a golf cart any place other than in that unit's garage; or
- (u) enclose a limited common element area, such as an entry area, without the written consent of the Board and the Heritage Oak Park Architectural Committee as to installation and design of the enclosure. Once any such enclosure is installed, maintenance thereof shall be the sole responsibility of the unit owner;
- (v) use or store a cooking grill within or about the unit or any balcony, lanai or patio in a manner inconsistent with rules promulgated by the Board, which could include precluding the use of same; or
- (w) discharge saline or other regenerating solution from water softening equipment or any other chemicals into any street, easement, surface water drain or portion of the common elements so as to harmfully affect any lawn or landscaping or pollute the Heritage Oak Park drainage system.

14. SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT. Prior to the sale or transfer of any unit within the condominium, the unit owner shall provide to the Association and Heritage Oak Park Community Association, Inc. or it's Agent written notice reciting the name, permanent address and telephone number of the transferee party. Prior to the lease of a unit, the unit owner shall provide to the Association and Heritage Oak Park Community Association, Inc. or it's Agent written notice reciting the name, permanent address and telephone number of the tenant. Further, in recognition of the compatibility and congeniality which must exist between the unit owners and occupants in order to make an undertaking such as a condominium development satisfactory and enjoyable to all parties in interest, the Board of Directors of the Association may from time to time promulgate rules and regulations requiring prior written approval of all sales, transfers, leases or occupation of a unit before such sale, transfer, lease or occupation shall be lawful, valid and effective.

15. ASSESSMENTS AND LIENS. The Board of Directors of the Association shall approve annual budgets reflecting projected anticipated income and estimated expenses for each fiscal year, and the assessment to be made against each unit in the condominium. Each unit owner will be responsible for his unit's share of such annual assessment based upon its proportionate share of the common expenses as provided herein. Assessments shall be due and payable in advance to the Association on the first day of the first, fourth, seventh and tenth months of each fiscal year (see Paragraph XI of the Bylaws). In addition, the Board of Directors shall have the power to levy special assessments against the unit owners in proportion to each unit's share of the common expenses, if necessary to cover unanticipated expenditures which may be incurred during the fiscal year. Any assessments or other indebtedness owing by unit owners to the Association which are not paid when due shall bear interest from the due date until paid at the maximum rate allowed by law and shall be subject to such late charge as may be established by uniform rules and regulations of the Board; a late charge shall not exceed the maximum amount, if any, set forth by statute or regulation from time to time. The

Association shall have the remedies and liens provided by the Florida Condominium Act with respect to unpaid assessments, and all other rights permitted under Florida law, which shall include the right to any late charges, accrued interest and reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or court enforcement of such lien, including appellate proceedings. Where an annual assessment is payable in quarterly or other installments, or if any special assessment is payable in installments, the Association shall have the right to accelerate such assessments of an owner delinquent in payment thereof. Accelerated assessments shall be due and payable on the date the claim of lien is filed. The Board of Directors may require each unit owner to maintain a minimum balance on deposit with the Association (not to exceed one-fourth of the current annual assessment) to provide working capital and to cover contingent expenses from time to time.

16. RIGHTS OF INSTITUTIONAL FIRST MORTGAGEES. All savings and loan associations, banks, and insurance companies, or their subsidiaries or affiliates, along with FNMA or FHLMC, holding first mortgages upon any of the condominium units are herein referred to as "institutional first mortgagees." The termination of the condominium and any amendments to the provisions of this Declaration materially affecting the rights of institutional first mortgagees shall require the written consent of institutional first mortgagees holding at least 51 percent of such first mortgages. Such consent shall not be unreasonably withheld.

17. RIGHTS AND IDENTITY OF DEVELOPER.

DELETED

18 EASEMENTS. The respective rights and obligations of the unit owners, the Association, and others concerning easements affecting the condominium property shall include the following:

(a) **Reserved and Granted by Association.** Association hereby reserves for the benefit of itself, its successors and assigns perpetual, nonexclusive easements in gross for ingress and egress and for the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, conduits, catch basins, cables, equipment, apparatus, structures, roads, driveways, and other improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across the easements shown upon the condominium plat and that part of the common elements which is not occupied by buildings or other improvements. The easements herein reserved and granted may serve this condominium or other portions of Heritage Oak Park.

(b) **Granted to Unit Owners.** Each unit owner and his guests and invitees are hereby granted a nonexclusive perpetual easement for ingress and egress to and from his respective unit through the common elements. Each unit owner shall have a perpetual easement for encroachments which may exist now or in the future by inaccuracies in construction or settlement or movement of the building, which encroachments shall be

allowed to remain undisturbed until they no longer exist. Further, unit owners within any section of Heritage Oak Park are granted easements across private roads, access easements and travel ways located within this condominium for purposes of gaining access to roadways within Heritage Oak Park granting access to public roads.

(c) **Granted to Utilities.** There is hereby granted to all public and private utility companies rendering utility services to the condominium as of the time of recording of this declaration a perpetual nonexclusive easement for the construction, installation, maintenance, repair, and replacement of the equipment, structures, and other improvements by which such utility services are respectively provided over, under, across, and through such unimproved portion of the common elements as may be reasonably necessary therefore. The use of any easement granted hereunder shall not include the right to disturb any building or structure on the common elements, and any damage caused to same shall be repaired at the expense of the company causing such damage. In the event a utility company's use of an easement granted hereunder causes a disturbance of the surface of the land, the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by the utility company as nearly as possible to their prior condition.

(d) **Authority of Association.** The Association shall have the right and authority to grant easements under, over, across, and through the condominium property to such persons or entities and for such purposes as the Association board of directors may deem appropriate by recording in the public records of Charlotte County, an instrument duly executed by the president or vice-president of the Association.

19. **PHASED DEVELOPMENT.**

DELETED

20. **HERITAGE OAK PARK.** Pursuant to the terms of the Declaration of Covenants for Heritage Oak Park ("Community Covenants") recorded in Official Records Book 1685, Page 1220, of the Public Records of Charlotte County, Florida, as amended from time to time, each unit owner in Heritage Villas at Heritage Oak Park shall have the non-exclusive right to use the Heritage Oak Park common areas. All unit owners of property within Heritage Oak Park shall pay the pro rata share of all costs and expenses of enforcement of the Community Covenants and the costs connected therewith. The Community covenants are administered and enforced by Heritage Oak Park Community Association, Inc, a Florida not for profit corporation, (herein called "Community Association"), of which each unit owner in the entire Heritage Oak Park complex, including Heritage Villas at Heritage Oak Park, shall automatically be a member. The Community Association has the power to assess each unit of Heritage Villas at Heritage Oak Park a sum equal to its pro rata share of such expenses and to file a lien against the unit to secure the payment thereof. Such assessment shall be collected by the Association as part of the common expenses of Heritage Villas at Heritage Oak Park.

Heritage Villas at Heritage Oak Park is part of and included within a governmental district known as Heritage Oak Park Community Development District (the "District").

There shall be constructed, operated and maintained by the District certain facilities (the 'District Facilities'). These facilities are available for the use and enjoyment of property owners in Heritage Oak Park. The District Facilities include private roads, drainage areas, utility lines, a clubhouse, swimming pool, deck, and bathhouse, but the facilities may be expanded or altered to include other structures and uses.

The District Facilities are available for use by Heritage Oak Park unit and lot owners. Ownership of the facilities, and the land upon which they are constructed, is now in the District. The District has taxing and assessment power and authority pursuant to Chapter 190, Florida Statutes. The District Facilities, and any facilities of Community Association (if any), and the land upon which they are or will be constructed, will not be a part of the common elements of any condominium in Heritage Oak Park and will not be subject to any lease.

21. **REMEDIES FOR DEFAULT.** In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by a unit owner, tenant or occupant of a unit in complying with the provisions of the condominium act, this declaration, articles of incorporation, bylaws and the regulations and rules promulgated by the Association board of directors, shall entitle the other unit owners or the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding, the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court for trial and appellate proceedings.

22. **AMENDMENTS.** This Declaration may be amended at any time by affirmative vote of the owners of two-thirds of the units, except that provisions relating to percentage of ownership and sharing of common expenses, voting rights of the unit owners, and termination of the condominium may be amended only with the written consent of all persons adversely affected thereby. The rights granted to institutional first mortgagees, the rights and easements reserved by the Community Association and the rights and easements granted to private and public utilities under the terms of this Declaration or the condominium plat may not be amended or terminated without the written consent of the parties involved. The articles of incorporation and bylaws may be amended by a simple majority vote of all voting rights of all members of the Association and to that extent this Declaration may be amended without two-thirds vote.

No amendment shall be effective unless it be in writing, executed by the president or vice president and attested by the secretary of the Association with the formalities required for a conveyance of real property in the State of Florida, and recorded in the public records of Charlotte County. Any amendment so executed and recorded shall be prima facie evidence that the amendment was duly adopted in accordance with the requirements of this declaration, the articles of incorporation and the bylaws. It shall not be necessary for the individual

unit owners or holders of recorded liens thereon to join in or consent the execution of any amendment.

All amendments shall take effect immediately upon recordation in the public records of Charlotte County.

23. **TERMINATION.** The condominium property may be removed from the provisions of this Declaration and the condominium terminated at any time by a vote of eighty percent of the voting rights of all unit owners, provided such termination shall have the written consent of the institutional first mortgagees as provided in paragraph 16. The termination shall be effected by an instrument in writing signed by the president or vice-president and secretary of the Association with the formalities of a deed and duly recorded in the public records Charlotte County. In the event of termination, the rights of owners of mortgages or other liens and the procedure for liquidation of the condominium assets as provided herein with respect to total or substantial destruction shall apply and shall be under the supervision and control of the banking trustee selected by the board of directors of the Association.

24. **NO TIME SHARING.** Neither individual condominium units nor the entire condominium shall create time-share estates or interval ownership estates, nor shall any unit owner or the Association allow such use.

25. **BINDING EFFECT.** All provisions of the declaration shall be enforceable as equitable servitudes and shall run with the land and shall be in full force and effect until a particular provision is duly amended or until the declaration is duly terminated. Any gender used herein shall include all genders and legal entities, and the plural number shall include the singular and the singular shall include the plural.

26. **SEVERABILITY.** If any provisions of this declaration, the condominium plat, the articles of incorporation, or the bylaws or any section, sentence, clause, phrase or word thereof, or the application thereof in any circumstance, is held invalid by a court of competent jurisdiction, the validity of the remainder of such instruments and of the application thereof in other circumstances shall not be affected thereby.

IN WITNESS WHEREOF, Developer has caused this Declaration to be signed by its duly authorized officers the 14th day of March, 2003

Witnesses:

HERITAGE PARK ASSOCIATES III, INC.,
a Florida corporation
By:

Signature of Witness)

Bonnie Torix
Print Name of Witness



(Signature of Witness)

Lisa G. Moore
(Print Name of Witness)

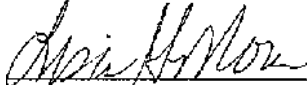
Phillip J. Palmer
As its: President

STATE OF FLORIDA
COUNTY OF
CHARLOTTE

SWORN TO AND SUBSCRIBED BEFORE ME this 14th day of March, 2003 by Philip I, Palmer as President of HERITAGE PARK ASSOCIATES III, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced__as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.



USA G. MOORE
notary Public, State of Florida
My Comm Exp. May 6, 2005
No. DD022859



Signature of Notary Public

Print Name of Notary Public

(Notary Seal)

I am a Notary Public of the State of Florida, and my commission expires on _____

WMS-
417469

JOINDER OF ASSOCIATION

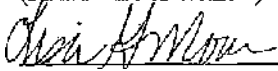
HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC., a Florida nonprofit corporation, hereby joins in and consents to the foregoing declaration of condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the corporation has caused this joinder to be executed in its name by its duly authorized officers and caused its corporate seal to be hereunto affixed this 14th day of March, 2003

HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC.
Witnesses:

(Signature of
Witness)

(Print Name of Witness)



(Signature of Witness)

Lisa G. Moore

(Print Name of Witness)

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 14th day of March, 2003 Phillip J. Palmer as President of HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC, a Florida nonprofit corporation, on behalf of the corporation. He is personally known to me or has produced as identification and did not take an oath. If no type of identification is indicated, the above-named person is personally known to me



LISA G. MOORS Signature o Notary Public

(Notary Seal)

Notary Public, State of Florida

My Comm. Exp. May 6, 2005

Print Name of Notary Public

N o . 0 0 0 2 2 8 5 9

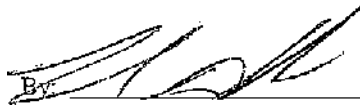
I am a Notary Public of the State of Florida, and my commission expires on _____

WMS-310828 1

CONSENT OF MORTGAGEE


The undersigned is the owner and bolder of mortgage liens upon the premises described in the Declaration of Condominium of HERITAGE VILLAS AT HERITAGE OAK PARK, which mortgage is recorded in Official Records Book /65.2-, Page /2,14 Public Records of Charlotte County, Florida The undersigned hereby joins in and consents to the submission of said lands to condominium ownership in accordance with the terms and provisions of said Declaration of Condominium

Witnesses:


By

Thom. Junket
As i s: President - Charlotte

1 . 6 0 1 \ - r Y
(Signature of Witness)


(Signature of Witness)

S. Kelly
(Print Name of Witness)

re)YM (-) r e" T of
(Print Name of Witness)



STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 14TH day of March, 2003 by Thomas S Junket, as President-Charlotte of Florida Community Bank, a Florida banking corporation The signatory is personally known to me or has produced

as identification and did not take an oath, If no type of identification is indicated, the above-named person is personally known to me

Signature of Notary Public

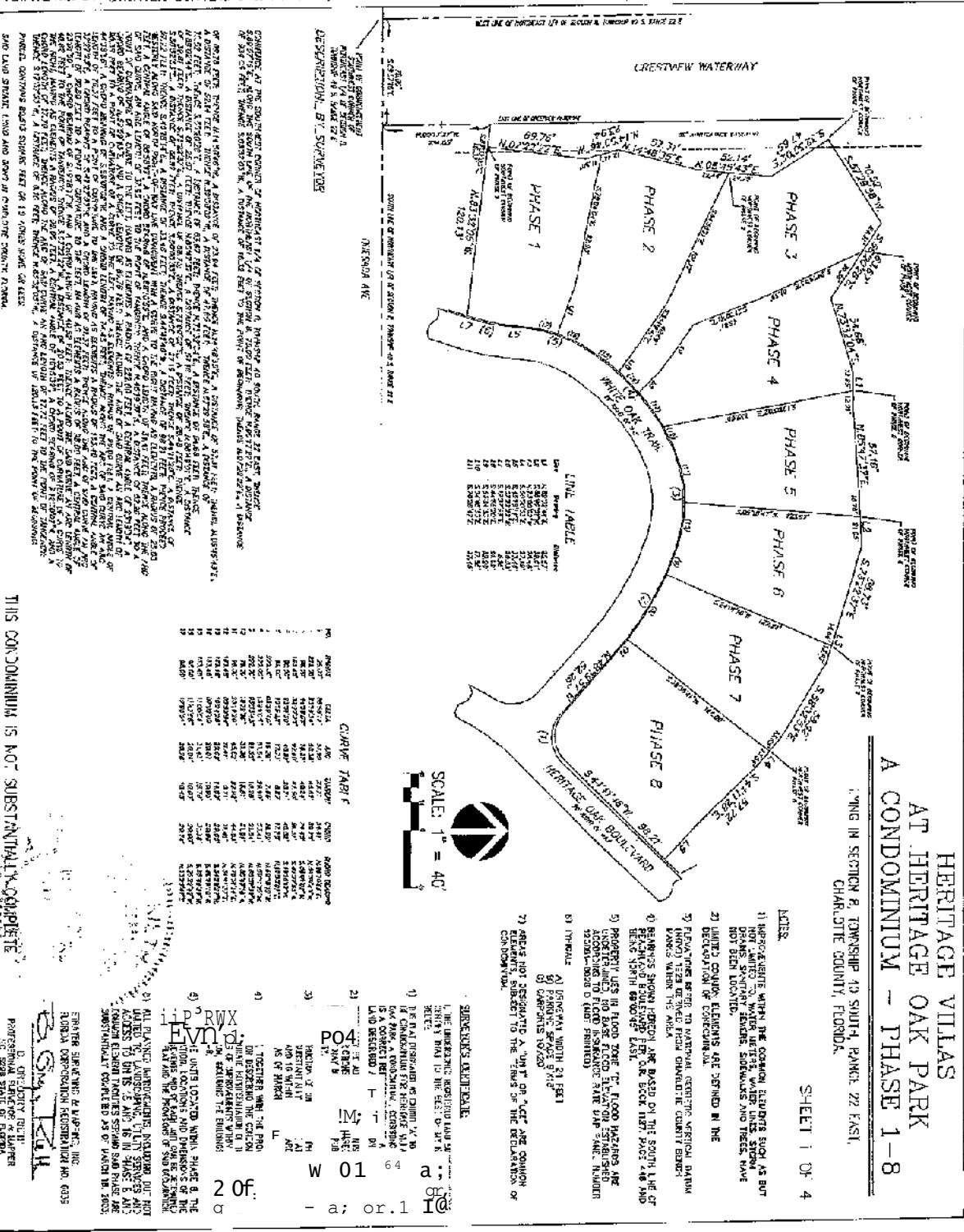
Print Name of Notary
Public

(Notary Seal)

I am a Notary Public of the State of
Florida, and my commission expires
on _____

1-11BIT "A"

PLAN PREPARED BY: STRAYER SURVEYING & MAPPING, INC.



THIS CONDOMINIUM IS NOT SUBSTANTIALLY COMPLETE

STRAYER SURVEYING & MAPPING, INC.
A SUBSIDIARY OF
STRAYER CORPORATION (REGISTRATION NO. 0335)
PROFESSIONAL SURVEYOR & MAPPING
STATE OF FLORIDA

PLANNING IN SECTION 8, TOWNSHIP 13 SOUTH, RANGE 22 EAST,
CHARLOTTE COUNTY, FLORIDA.

HERITAGE VILLAS
AT HERITAGE OAK PARK
- PHASE 1-8

SHEET 1 OF 4

LEGEND:

1) REPRESENTATIVE WITH THE COMMON BOUNDARY SHALL AS NOT BE SHOWN, THE COMMON BOUNDARY SHALL BE SHOWN AS NOT BEEN LOCATED.

2) UNITED CURVES ELEMENTS ARE DEFINED IN THE DEVELOPMENT OF CONCRETE.

3) PLANNING AREA TO NATIONAL GEODETIC VERTICAL DATUM (NGVD) 1929 OR TIED FROM CHARLOTTE COUNTY BENCH MARKS WITHIN THE AREA.

4) BENCHMARK SHOWN HEREON ARE BASED ON THE SOUTH LINE OF PHASE 1-8 BOUNDARY FOR OAK BUCK HILL PAGES 448 AND 449 HERITAGE OAK PARK.

5) PROPERTY LIES IN FLOOD ZONE 7-C. FLOOD HAZARD ARE INDICATED BY FLOOD ZONE 7-C SYMBOLS (SEE SHEET 2 OF 4 FOR FLOOD ZONE 7-C (FURTHER)).

6) DRIVEWAY WIDTH 24 FEET

7) PARKING SPACES 9'x12'

8) PARKING SPACES 9'x12'

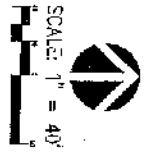
9) DRIVEWAY WIDTH 24 FEET

10) DRIVEWAY WIDTH 24 FEET

11) DRIVEWAY WIDTH 24 FEET

12) DRIVEWAY WIDTH 24 FEET

PLAN PREPARED BY: STRAYER SURVEYING & MAPPING, INC.

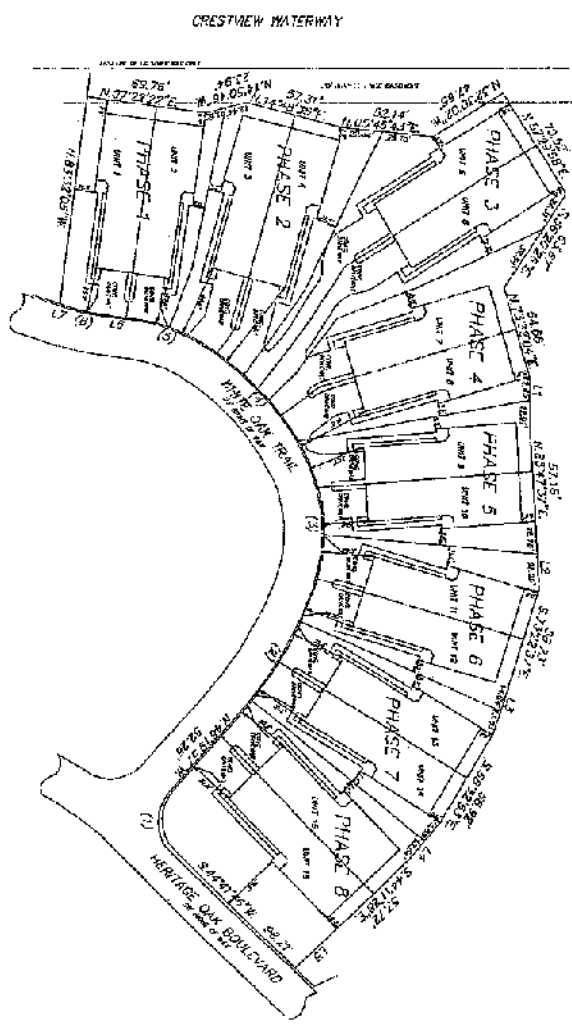


GRADE TABLE

PHASE	NO.	AREA	FINISH	CONSTRUCTION	REMARKS
1	1	1.00	1.00	1.00	1.00
2	2	2.00	2.00	2.00	2.00
3	3	3.00	3.00	3.00	3.00
4	4	4.00	4.00	4.00	4.00
5	5	5.00	5.00	5.00	5.00
6	6	6.00	6.00	6.00	6.00
7	7	7.00	7.00	7.00	7.00
8	8	8.00	8.00	8.00	8.00

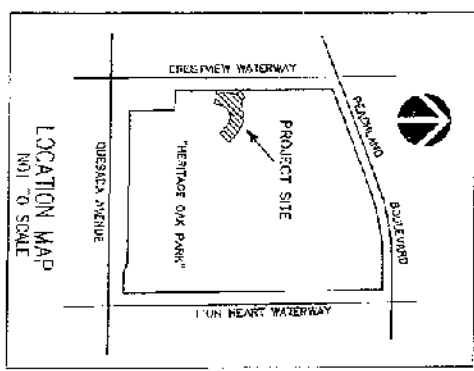
LINE TABLE

LINE NO.	DESCRIPTION	REMARKS
1	1.00	1.00
2	2.00	2.00
3	3.00	3.00
4	4.00	4.00
5	5.00	5.00
6	6.00	6.00
7	7.00	7.00
8	8.00	8.00



CONDOMINIUM BOOK 11 PAGE 2115
**HERITAGE VILLAS
 AT HERITAGE OAK PARK
 A CONDOMINIUM - PHASE 1-8**
 LYING IN SECTION 8, TOWNSHIP 40 SOUTH RANGE 22 EAST,
 CHARLOTTE COUNTY, FLORIDA

SHEET 2 OF 4



UNIT DESCRIPTION:
 A unit shall consist of the space bounded within the horizontal planes of the top unfinished surface of the floor at, or above, the top side of the ceiling drywall or of the vertical plane of the backside of the drywall on the exterior walls and of boundaries as shown herein. Until construction of a particular building is substantially completed, the respective unit in such building shall occupy the air space bounded by the planes as located and dimensioned herein without reference to the physical improvements described above.

DESCRIPTION (PHASE 21)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

DESCRIPTION (PHASE 20)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

DESCRIPTION (PHASE 19)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

DESCRIPTION (PHASE 18)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

DESCRIPTION (PHASE 17)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

DESCRIPTION (PHASE 16)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

DESCRIPTION (PHASE 15)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

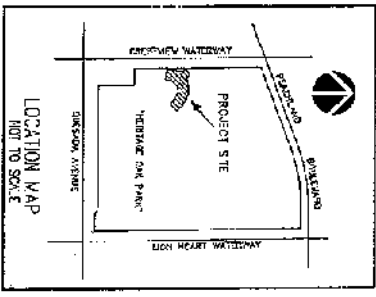
DESCRIPTION (PHASE 14)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

CONDOMINIUM BOOK 11 PAGE 392 HERITAGE VILLAGES AT HERITAGE OAK PARK A CONDOMINIUM - PHASE 1-8

LYING IN SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA.

SHEET 2 OF 4



DESCRIPTION (PHASE 13)

COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

DESCRIPTION (PHASE 12)

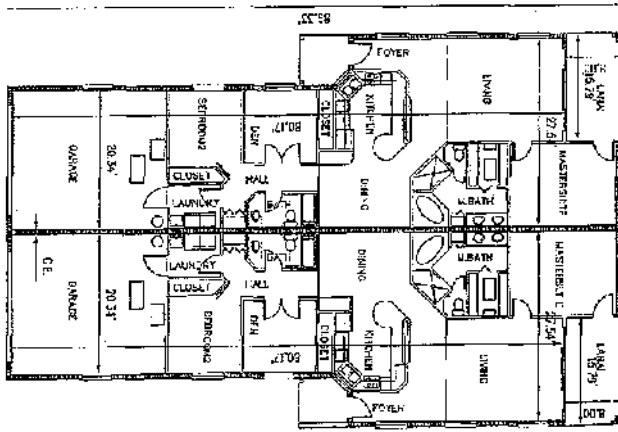
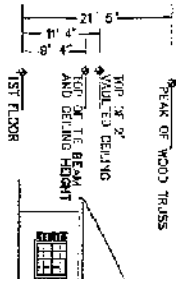
COMMENCED AT THE SOUTHWEST CORNER OF QUARTER 1/4 OF SECTION 8, TOWNSHIP 40 SOUTH, RANGE 22 EAST, CHARLOTTE COUNTY, FLORIDA...

PLAT PREF PRED BY: S IRAYER SURVEYING & MAPPING, INC.

HERITAGE VILLAS
AT HERITAGE OAK PARK
A CONDOMINIUM PHASE 1--8

E E

22' ON or 8' ON



E613

DATE: 4/1/02



I certify the attached is a true and correct copy of the Articles of Incorporation of HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC., a Florida corporation, filed on March 18, 2003, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H03000083336. This certificate *is* issued in accordance with , , section 15.16, Florida Statutes, and authenticated by the code

The document number of this corporation is NO3000002375,

Authentication Code: 103A00016905•031903•NO3000002375-1/1

era i»

atnra



Given under my hand and the
Great Seal of the State of Florida, at
Tallahassee, the Capital, this the
Nineteenth day of March, 2003

EXHIBIT "B"

ARTICLES OF INCORPORATION

of

HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation not for profit under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, liability, rights, privileges and immunities of a corporation not for profit.

ARTICLE I.

NAME OF CORPORATION

The name of this corporation shall be HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC., hereinafter referred to as the Association. The principal office and mailing address shall be: 19520 Heritage Oak Blvd, Port Charlotte, Florida 33948.

ARTICLE II.

GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the condominium known as HERITAGE VILLAS AT HERITAGE OAK PARK located in Heritage Oak Park in Charlotte County, Florida, and to perform all acts provided in the Declaration of Condominium of said condominium and in the Florida Condominium Act, Chapter 718, Florida Statutes.

ARTICLE III.

POWERS

The Association shall have all of the condominium law and statutory powers of a corporation not for profit and all of the powers and duties set forth in the Florida Condominium Act and the Declaration of Condominium of said condominium; provided, however, that it shall take a three-fourths vote of all members to authorize the filing of any litigation brought on behalf of the Association other than suits to enforce collection or lien rights for assessments or payables. In the event property adjacent to said condominium is developed as one or more condominiums whose respective declarations of condominium designate the Association as the entity responsible for their operation and maintenance, the Association may accept such responsibility for any or all of such condominiums by affirmative action of the board of directors, which shall be evidenced by a written joinder to each such declaration executed by the Association president. Upon the recording of such joinder, the Association shall assume all of the applicable powers and duties set forth in the declaration. The Association may enter into lease agreements and may acquire and enter into agreements acquiring leasehold, membership and other possessory or use interests for terms up to and including 99 years (whether or not such interests relate to property contiguous to the lands of a condominium operated by the Association) intended to provide for the enjoyment, recreation, or other use or benefit of the Association members, including but not limited to the lease of recreation areas and facilities. The Association shall be authorized to and charged with the responsibility to operate and maintain the common elements, including the stormwater management system and facilities, including detention and retention areas, littoral areas, flow control structures, culverts and related a p p u r t e n a n c e s .

ARTICLE IV.
MEMBERS

All persons owning a vested present interest in the fee title to a condominium unit in HERITAGE VILLAS AT HERITAGE OAK PARK, a condominium, or in any other condominium operated by the Association, which interest is evidenced by a duly recorded proper instrument in the Public Records of Charlotte County, Florida, shall be members. Membership shall terminate automatically and immediately as a member's vested interest in the fee title terminates, except that upon the termination of a condominium operated by the Association, the membership of a unit owner who conveys his unit to the trustee as provided in the applicable declaration of condominium shall continue until the trustee makes a final distribution of such unit's share of the funds collected and held by the trustee. In the event a unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise its membership rights.

After the Association approves of a conveyance of a condominium unit as provided in the applicable declaration of condominium, the change of membership in the Association shall be evidenced in the Association records by delivery to the Association of a copy of the recorded deed or other instrument of conveyance.

ARTICLE V.
VOTING RIGHTS

Each condominium unit shall be entitled to one vote at Association meetings, notwithstanding that the same owner may own more than one unit or that units may be joined together and occupied by one owner.

ARTICLE VI.
INCOME DISTRIBUTION

No part of the income of the Association shall be distributable to its members, except as compensation for services rendered.

ARTICLE VII.
EXISTENCE

The Association shall exist perpetually unless dissolved according to law.

ARTICLE VIII.
REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the Association shall be at 19520 Heritage Oak Blvd, Port Charlotte, FL 33948, and the registered agent at such address shall be Joanne Phenix until such time as another registered agent is appointed by resolution of the board of directors.

ARTICLE IX.
NUMBER OF DIRECTORS

The business of the Association shall be conducted by a board of directors. The initial board of directors shall consist of three (3) persons. Thereafter the number of directors shall be determined by resolution of the membership of the Association, but shall not be less than three (3) persons.

ARTICLE X.
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first board of directors and officers are as follows:

<u>Name</u>	<u>Address</u>
Philip T Palmer	26212 Madras Court Charlotte Harbor, Florida
Kathleen Palmer	33983
Tony Inabnitt	26212 Madras Court Charlotte Harbor, Florida 33983

The method of election of directors of the Association shall be in a manner as set forth in the Bylaws and subsequent officers shall be elected at the annual meeting by the board of directors.

ARTICLE XI.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses, liabilities, and attorney's fees (including attorney's fees for appellate proceedings) reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office. In no event, however, shall any officer or director be indemnified for his own willful misconduct or knowing violation of the provisions of the Florida Condominium Act. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers and directors or arising out of their status as such.

ARTICLE XII.
BYLAWS

The first bylaws of the Association shall be adopted by the board of directors and may be altered, amended or rescinded in the manner provided in such bylaws by majority vote of the voting rights of the members.

ARTICLE XIII.
SUBSCRIBERS

The name and street address of the subscriber to these Articles of Incorporation is as follows: Philip J. Palmer, 26212 Madras Court, Charlotte Harbor, Florida 33983

ARTICLE XIV.
AMENDMENTS

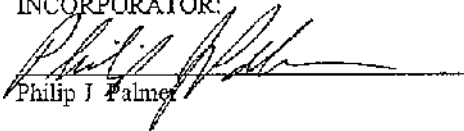
The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all voting rights of all members of the Association.

ARTICLE XV.
THE FLORIDA CONDOMINIUM ACT

In the event of a conflict between the provisions of these Articles of Incorporation and the Florida Condominium Act, the terms and provisions of the Florida Condominium Act shall control and, to that extent, are incorporated by reference herein. As used in this Article, the "Florida Condominium Act" shall mean the provisions of Chapter 718, Florida Statutes as amended.

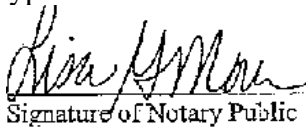
IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 14th day of March, 2003

INCORPORATOR:


Philip J. Palmer

STATE OF FLORIDA COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 14th day of March, 2003 by Philip J. Palmer, who is personally known to me or who has produced _____ as identification and who did not take an oath. If no type of identification is indicated, the above-named person is personally known to me


Signature of Notary Public



LISA G. MOORE
Notary Public, State of Florida
My Comm Exp. May 6, 2005
No. 00022869

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

William M Solder, Registered _____

Agent WMS/cw-4 7
7410

EXHIBIT "C"

BYLAWS of HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC.

A corporation not for profit
existing under the laws
of the State of Florida

I. PRINCIPAL OFFICE

The principal office of the Association shall be located at 19520 Heritage Oak Blvd, Port Charlotte, Florida 33948. The address of the principal office may be changed at the discretion of the board of directors.

II. MEMBERSHIP

1. MEMBERS. All persons owning a vested present interest in the fee title to a condominium unit in HERITAGE VILLAS AT HERITAGE OAK PARK, a condominium, which interest is evidenced by a duly recorded proper instrument in the Public Records of Charlotte County, Florida, shall automatically be members of this Association; their membership shall automatically terminate as their vested interest in the fee title terminates. Such membership may, at the discretion of the board of directors, be evidenced by the issuance of a membership certificate which shall be deemed automatically canceled when the membership it evidences is terminated as provided herein.

2. VOTING RIGHTS. Each condominium unit shall be entitled to one vote at Association meetings and shall have such voting rights as are provided in the articles of incorporation and the declaration of condominium applicable to such unit. Any vote may be cast in person or by proxy executed in writing and filed with the secretary. If a condominium unit is owned jointly by more than one person or entity, the vote to which the unit is entitled may be cast by any of the joint owners.

3. ANNUAL MEETING. An annual meeting of the members shall be held in December of each year or at such other time, and place as may be designated by the board of directors for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

4. SPECIAL MEETINGS. Special meetings may be called by the president or by the board of directors, or by the written request of at least 10 percent of the voting rights of the members, for any purpose and at any time.

5. NOTICES. Notice of any meeting of members shall be posted in a conspicuous place on the condominium property and shall be electronically delivered, or hand delivered by an officer of the Association at least 14 days before such meeting or mailed to each member at his address as shown in the Association records. The notice shall be posted in a conspicuous place on the condominium property at least fourteen continuous days preceding the annual meeting, and which notice shall incorporate an identification of agenda items. Members may waive such notice and may act by written agreement without meetings, except in those instances where (i) the Association action to be taken or purpose to be served cannot be accomplished without an actual meeting, or (ii) the waiver would be prohibited by applicable law. An officer of the Association, or the manager or other person providing notice of the meeting of directors or of the members, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice of meeting was mailed, electronically delivered or hand delivered, in accordance with this provision, to each unit owner at the address last furnished to the Association.

6. QUORUM. One-third of the voting rights represented in person or by proxy shall constitute a quorum, and if a quorum is not present, a majority of the voting rights present may adjourn the meeting from time to time. A simple majority of all voting rights present in person or otherwise represented shall decide any question brought before the meeting, except when otherwise required by the Florida Condominium Act, the declaration of condominium, the articles of incorporation, or these bylaws.

III. BOARD OF DIRECTORS

1. **POWERS.** The board of directors shall have all powers necessary to manage the affairs of the Association and to discharge its rights, duties, and responsibilities as provided in the Florida Condominium Act, the declaration of condominium, the articles of incorporation, and these bylaws. The board on behalf of the Association shall have the power to levy fines in accordance with the provisions of Section 718.303(3).

2. **NUMBER.** The number of directors shall be determined by resolution of the membership from time to time, but in no event shall be less than three directors.

3. **QUALIFICATION.** Each director shall be a member, or a spouse, parent, or adult child of a member, of the Association or a person exercising the rights of an owner who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership of the Association.

4. **ELECTION AND TERM.** Except as hereinafter provided, the term of each director shall expire upon the election of his successor at the next succeeding annual meeting of members. At each annual meeting of members directors shall be elected for two-year terms to fill the vacancies of those directors whose terms are then expiring. All directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

5. **REGULAR MEETINGS** An annual meeting of the board of directors shall be held immediately after, and at the same place as, the annual meeting of the membership. Additional regular meetings may be held as provided by resolution of the board.

6. **SPECIAL MEETINGS.** Special meetings of the board may be called by the president or a majority of the directors for any purpose and at any time or place.

7. **NOTICES.** Notice of any meeting of the board, except an emergency meeting, shall be mailed, electronically delivered, or hand delivered to each director at his address shown in the Association records at least 48 hours before such meeting, unless notice is waived by such director. Notices of special meetings shall state the purpose thereof. Notice of any meeting of the board, except an emergency meeting, shall be posted conspicuously on the condominium property at least 48 continuous hours in advance of the meeting. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board. All meetings of the board shall be open to the members. However, written notice of any meeting at which nonemergency special assessments, or at which amendments to rules regarding unit use, will be considered, shall be mailed or hand delivered to unit owners and posted conspicuously on the condominium property at least fourteen (14) days prior to the meeting. Upon notice to unit owners, the board shall designate a specific location on the condominium property or association property upon which notices of board meetings and unit owners meetings can be posted.

8. **QUORUM.** A majority of directors shall constitute a quorum. If a quorum is not present, a majority of those present may adjourn the meeting from time to time. The vote of a majority of directors present shall decide any matter before the board, except as may be otherwise required by the articles of incorporation, these bylaws, or the declaration of condominium.

9. **REMOVAL.** The removal of any director elected by the members shall be subject to the provisions of Section 718.112(2)(j), Florida Statutes.

IV. OFFICERS

1. **NUMBER.** The officers shall be a president, a vice president, a secretary, and a treasurer, each of whom shall be elected by the board of directors. Such assistant officers as may be deemed necessary may be elected by the board of directors. The officers, with the exception of the president, need not be members of the Association. All officers shall act without compensation unless otherwise provided by resolution of the membership.

2. ELECTION AND TERM. Each officer shall be elected annually by the board of directors at the first meeting of directors following the annual meeting of members and shall hold office until his successor shall have been elected and duly qualified, or until his earlier resignation or removal.

3. PRESIDENT. The president shall be the principal executive officer of the Association and shall supervise all of the affairs of the Association. He shall preside at all meetings of members and directors. He shall sign all agreements and recordable instruments on behalf of the Association, unless otherwise provided by resolution of the board of directors.

4 VICE PRESIDENT. In the absence of the president, the vice president shall perform the duties of the president, and when so acting, shall have all the powers and responsibilities of the president. The vice president shall also perform such duties as may be designated by the board of directors.

5. SECRETARY. The secretary may attest to any agreement or recordable instrument on behalf of the Association, but such attestation shall not be required. The secretary shall record the minutes of meetings of members and directors. The secretary shall have the primary responsibility, but not the exclusive right, to give notices required by these bylaws. He shall have custody of and maintain the records of the Association, other than those maintained by the treasurer. The board of directors may elect an assistant secretary, who shall perform the duties of the secretary when the secretary is absent.

6 TREASURER. The treasurer shall have custody of all funds of the Association, shall deposit the same in such depositories as may be selected by the board of directors, shall disburse the same, and shall maintain the Association's financial records, which shall be available for inspection by any member during business hours on any weekday. At the discretion of the board of directors, the functions of the treasurer may be delegated to and performed by a managing agent or financial institution located in Charlotte County.

7. FIDELITY BONDS All officers, directors and other persons who control or disburse funds of the Association shall be bonded by a surety company selected by the board in an amount determined by the board to be sufficient to insure the proper handling of all cash funds and other corporate assets (but not less than required by Chapter 718 Florida Statutes). The cost of such bond shall be paid by the Association.

8. REMOVAL. Any officer may be removed by a majority vote of the board of directors present at any meeting of the board, and the vacancy thereby created shall be filled by an election by the board of directors.

V. MANAGER AND EMPLOYEES

The board of directors may employ the services of a manager and other employees and agents as they shall determine appropriate to manage, operate, and care for the condominium property, with such powers and duties and at such compensation as the board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the board.

VI. CONTRACTS AND FINANCES

1. CONTRACTS. In addition to the authority granted herein to the president and vice president, the board of directors may authorize any officer or agent to execute and deliver any contract or other instrument on behalf of the Association.

2. LOANS. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. The board may authorize a lien to be placed upon any property owned by the Association and the pledge and assignment of proceeds of any regular or special assessment of the Association as security for the repayment of any loan.

3. CHECKS AND NOTES. All checks, drafts, and other orders for payment of money issued in the name of the Association shall be signed by the treasurer or such officers or agents of the Association as shall from time to time be authorized by resolution of the board of directors. All promissory notes or other evidences of indebtedness of the Association shall be signed by the president or vice president.

4. DEPOSITS. All funds of the Association shall be deposited to the credit of the Association in such

As amended and approved Dec. 7, 2012

banks, savings and loan associations, or other depositories as the board of directors may select from time to time.

5. FISCAL YEAR. Unless otherwise established by resolution of the board of directors, the fiscal year of the Association shall be a calendar year.

VII. VACANCIES

Should a vacancy on the Board of Directors occur by death, removal or resignation, a majority of the Board may vote to select a person to fill the vacancy for the remainder of the unexpired term. Should the Board fail to fill the vacancy within seven days of its occurrence, then the Board shall call a special meeting of the members for the purpose of filling the vacancy.

Subject to the provisions of FS Section 718.301, any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interests. A special meeting of the unit owners to recall a member or members of the board may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting. Electronic transmission may not be used as a method of giving notice of a meeting called in whole or in part for this purpose.

VIII. AMENDMENTS TO BYLAWS

These bylaws may be altered or repealed by new bylaws adopted by majority vote of the voting rights at the annual meeting or at any special meeting of the members. No modification of or amendment to the bylaws shall be valid unless set forth in or attached to a duly recorded amendment to the declaration of condominium.

IX. REGULATIONS

The board of directors may from time to time adopt such uniform administrative rules and regulations governing and restricting the use and maintenance of the condominium units and common elements and other property owned or operated by the Association as may be deemed necessary and appropriate to prevent unreasonable interference with the use thereof and to assure the enjoyment thereof by the unit owners. Such rules and regulations shall not be inconsistent with the Florida Condominium Act, the declaration of condominium, the articles of incorporation, or these bylaws. A copy of such rules and regulations shall be available at the office of the condominium and shall be distributed to each unit owner, although the failure to furnish a copy thereof in any instance shall not affect the enforceability of any such rule or regulation.

X. SEAL

The board of directors shall provide a corporate seal, circular in form, showing the corporate name, the year and state of incorporation, and the words "corporation not for profit".

XI. COLLECTION OF ASSESSMENTS

Assessments for the payment of common expenses shall be levied annually by the board of directors in the manner provided in the declaration of condominium. Assessments shall be payable in advance to the Association on the first day of the first, fourth, seventh, and tenth months of each fiscal year. Special assessments may be levied by the board of directors in the manner provided in the declaration of condominium or the Florida Condominium Act.

XII. ARBITRATION

In the event of a dispute (as defined in Section 718.1255) arising from the operation of the condominium among units owners, the Association, and their agents or assigns, prior to the institution of court litigation, the parties to the dispute shall petition the Division of Florida Land Sales, Condominiums and Mobile Homes for nonbinding arbitration.

XIII. THE FLORIDA CONDOMINIUM ACT

In the event of a conflict between the provisions of these bylaws and the Florida Condominium Act, Chapter 718, Florida Statutes as amended, or in the event the Florida Condominium Act sets forth mandatory bylaws provisions that are not expressly contained herein, the terms and provisions of the Florida Condominium Act shall control and, to that extent, are incorporated by reference herein.

FIRST AMENDMENT

DECLARATION OF
HERITAGE VILLAS AT HERITAGE OAK PARK

PURSUANT to Section 718.403, Florida Statutes, and the provisions of the Declaration of Condominium of Heritage Villas at Heritage Oak Park as recorded in Official Records Book 2192, Page 757, Public Records of Charlotte County, Florida, Heritage Park Associates, III, Inc, a Florida corporation, hereby amends said Declaration of Condominium for the purpose of submitting Phases 5, 6 and 7 to condominium ownership as a part of Heritage Villas at Heritage Oak Park, a Condominium. Phases 5, 6 and 7 are more particularly described in the Condominium Plat of Heritage Villas at Heritage Oak Park attached as Exhibit "A" to said Declaration of Condominium and recorded in Condominium Book 11, Pages 44A through 44D), Public Records of Charlotte County, Florida. The condominium Plat also contains an identification of each unit in Phases 5, 6 and 7, a graphic description of the improvements in which such units are located and a plot plan thereof, a survey of Phases 5, 6 and 7 and a certificate of surveyor in conformance with Section 718.104(4)(e), Florida Statutes. By this Amendment, the common elements of Phases 5, 6 and 7 are merged with the common elements of the existing phase and hereby becomes part of one condominium known as Heritage Villas at Heritage Oak Park. Commencing with the recording of this Amendment in the Public Records, each condominium unit will have a 1/8th share in the common elements, common expenses, and common surplus of the condominium, so that each condominium unit will share equally with all other condominium units in Heritage Villas at Heritage Oak Park. Developer further amends said survey and plot plan in accordance with the Certificate of Surveyor attached hereto and by this reference made a part hereof.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed in its name this 2nd day of May, 2003

Witnesses: HERITAGE PARK ASSOCIATES III INC.,
a Florida corporation

Signature of Witness
k 5

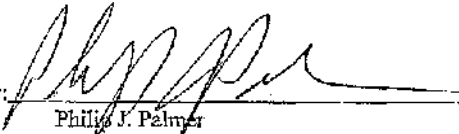
Print Name of Witness
D i a n a

Signature of Witness,

Irene Butler

Print Name of Witness

STATE OF FLORIDA
COUNTY OF CHARLOTTE

By: 
Philip J. Palmer
As its President

SURVEYOR'S CEPTIFICATE:

The foregoing instrument was acknowledged before me this 2nd day of May, 2003 by PHILIP T. a Florida corporation, on behalf of the corporation. The above named person is personally known to me.

Notary Public *Irene Butler*

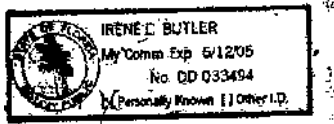
Print or type name of Notary Public

I am a Notary Pubic of the State of Florida and my
commission expires on 6/12/05

The foregoing instrument was acknowledged before me this -3- PALMER, as President of HERITAGE PARK ASSOCIATES III, INC., the corporation. The above-named person is personally known to me

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(Seal)



Prepared by and return to:
Seider, Esquire, ha
Williamas, Parker, Harrison, Dietz & Getzen
200 South Orange Avenue
Sarasota, Florida 34236

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ae

SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

- 1) THIS PLAT DESIGNATED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FOR HERITAGE VILLAS AT HERITAGE OAK PARK, A CONDOMINIUM, CONSISTING OF FOUR SHEETS, IS A CORRECT REPRESENTATION OF A SURVEY OF THE LAND DESCRIBED AND SHOWN HEREON.
- 2) THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, AND RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 3) THE CONSTRUCTION OF UNITS WITHIN PHASES 1 THRU 6 ARE NOT SUBSTANTIALLY COMPLETE AT THIS TIME; UNITS 13 AND 14 WITHIN PHASE 7 ARE SUBSTANTIALLY COMPLETE AS OF APRIL 03, 2003,
- 4) THIS PLAT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF IMPROVEMENTS WITHIN THE CONDOMINIUM, INCLUDING THE BUILDINGS LOCATED WITHIN PHASES 1-8.
- 5) AS TO THE UNITS LOCATED WITHIN PHASE 7, THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THE PLAT AND THE PROVISIONS OF SAID DECLARATION.
- 6) ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO UNITS 13 AND 14 IN PHASE 7 AND COMMON ELEMENT FACILITIES SERVING SAID PHASE ARE SUBSTANTIALLY COMPLETED.

STRAYER SURVEYING & MAPPING, INC
FLORIDA CORPORATION REGISTRATION NO. 6639



5/05/03

B. GREGORY RIETH
PROFESSIONAL SURVEYOR & MAPPER NO 5228
STATE OF FLORIDA

SURVEYOR'S CEPTIFICATE:

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

- 1) THIS PLAT DESIGNATED AS EXHIBIT "A' TO THE DECLARATION OF CONDOMINIUM FOR HERITAGE VILLAS AT HERITAGE OAK PARK, A CONDOMINIUM, CONSISTING OF FOUR SHEETS, IS A CORRECT REPRESENTATION OF A SURVEY OF THE LAND DESCRIBED AND SHOWN HEREON.
- 2) THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, AND RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 3) THE CONSTRUCTION OF UNITS WITHIN PHASES 1 THRU 5 ARE NOT SUBSTANTIALLY COMPLETE AT THIS TIME; UNITS 11 AND 12 WITHIN PHASE 6 ARE SUBSTANTIALLY COMPLETE AS OF MAY 01, 2003.
- 4) THIS PLAT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF IMPROVEMENTS WITHIN THE CONDOMINIUM, INCLUDING THE BUILDINGS LOCATED WITHIN PHASES 1-8.
- 5) AS TO THE UNITS LOCATED WITHIN PHASE 6, THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THE PLAT AND THE PROVISIONS OF SAID DECLARATION.
- 6) ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO UNITS 11 AND 12 IN PHASE 6 AND COMMON ELEMENT FACILITIES SERVING SAID PHASE ARE SUBSTANTIALLY COMPLETED.

STRAYER SURVEYING & MAPPING, INC.
FLORIDA CORPORATION' REGISTRATION NO. 6639

B. GREGORY RIETH

5/05/03

B. GREGORY RIETH
PROFESSIONAL SURVEYOR & MAPPER
NO. 5228 STATE OF FLORIDA

SURVEYOR'S CERTIFICATE:

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

1) THIS PLAT DESIGNATED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FOR HERITAGE VILLAS AT HERITAGE OAK PARK, A CONDOMINIUM, CONSISTING OF FOUR SHEETS, IS A CORRECT REPRESENTATION OF A SURVEY OF THE LAND DESCRIBED AND SHOWN HEREON.

2) THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, AND RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

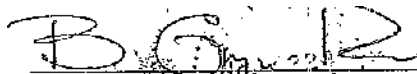
3) THE CONSTRUCTION OF UNITS WITHIN PHASES 1 THRU 4 ARE NOT SUBSTANTIALLY COMPLETE AT THIS TIME; UNITS 9 AND 10 WITHIN PHASE 5 ARE SUBSTANTIALLY COMPLETE AS OF MAY 01, 2003,

4) THIS PLAT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF IMPROVEMENTS WITHIN THE CONDOMINIUM, INCLUDING THE BUILDINGS LOCATED WITHIN PHASES 1-8.

5) AS TO THE UNITS LOCATED WITHIN PHASE 5, THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THE PLAT AND THE PROVISIONS OF SAID DECLARATION.

6) ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, UTILITY SERVICES AND ACCESS TO UNITS 9 AND 10 IN PHASE 5 AND COMMON ELEMENT FACILITIES SERVING SAID PHASE ARE SUBSTANTIALLY COMPLETED.

STRAYER SURVEYING & MAPPING, INC
FLORIDA CORPORATION REGISTRATION NO. 6639

 5/05/03

B. GREGORY RIETH
PROFESSIONAL SURVEYOR & MAPPER
NO 5228 STATE OF FLORIDA

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED REGISTERED LAND SURVEYOR, HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF:

- 1) THIS PLAT DESIGNATED AS EXHIBIT "A" TO THE DECLARATION OF CONDOMINIUM FOR HERITAGE VILLAS AT HERITAGE OAK PARK, A CONDOMINIUM , CONSISTING OF FOUR SHEETS, IS A CORRECT REPRESENTATION OF A SURVEY OF THE LAND DESCRIBED AND SHOWN HEREON.
- 2) THERE MAY BE ADDITIONAL EASEMENTS, RESERVATIONS, AND RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- 3) UNITS 1 THRU 16 WITHIN PHASES 1 THRU 8 ARE SUBSTANTIALLY COMPLETE AS OF AUGUST 28, 2003,
- 4) THIS PLAT, TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF IMPROVEMENTS WITHIN THE CONDOMINIUM, INCLUDING THE BUILDINGS LOCATED WITHIN PHASES 1-8.
- 5) AS TO THE UNITS LOCATED WITHIN PHASES 1 - 8, THE IDENTIFICATION, LOCATIONS AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THE PLAT AND THE PROVISIONS OF SAID DECLARATION.
- 6) ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO UNITS 1 THRU 16 IN PHASES 1 THRU 8 AND COMMON ELEMENT FACILITIES SERVING SAID PHASE ARE SUBSTANTIALLY COMPLETED.

STRAYER SURVEYING & MAPPING, INC.
FLORIDA CORPORATION REGISTRATION NO. 6639

5/05/03

B. GREGORY RIETH
PROFESSIONAL SURVEYOR & MAPPER
NO. 5228 STATE OF FLORIDA

THIRD AMENDMENT to DECLARATION OF CONDOMINIUM
FOR HERITAGE VILLAS AT HERITAGE OAK PARK

This Amendment to the DECLARATION OF CONDOMINIUM FOR HERITAGE VILLAS AT HERITAGE OAK PARK (the "Declaration"), is executed effective this 20th day of December, 2012 by HERITAGE VILLAS AT HERITAGE OAK PARK INC., a Florida not for profit corporation. The Declaration is recorded in the Public Records of Charlotte County at Official Records Book 11, Pages 49A – 49D.

All references to “Developer” have been removed in the Declaration of Condominium; specifically Article 17 and 19 were deleted. Other references were removed throughout the declaration.

Other changes included:

Article 13.b and .f - included reference to Architectural Committee

Article 14 – included reference to Heritage Oak Park Community Association or Agent.

Articles of Incorporation changes:

Address changed

Article IV – removed reference to Developer

Article VIII – changed registered office and agent

Article XII – Deleted

Bylaw changes

Article I – changed address

Article II.5 - added electronic notification for meetings

Article III.4 – removed reference to Developer

Article III.7 – added electronic notification for meetings

Article III.9 – removed references to Developer

Article IV.1 – added requirement that the president be a member of the association

Article VII – changed the way vacancies on the board are resolved

This amendment was approved by 2/3 (13 – 0) of the voting members of Heritage Villas at Heritage Oak Park at an Annual Members meeting on December 7, 2012.

IN WITNESS WHEREOF, HERITAGE VILLAS AT HERITAGE OAK PARK ASSOCIATION, INC. has caused this Declaration to be executed in its name this 20th day of December, 2012.

WITNESSES: Heritage Villas at Heritage Oak Park, Inc, a Florida Not For Profit Corporation

Signature of Witness

Joanne Amendola-Phenix, President

Print Name of Witness

Norma Schlosser, Secretary

Signature of Witness

Print Name of Witness

State of Florida
County of Charlotte

The foregoing instrument was acknowledged before me this 20th day of December, 2012, by Marsha Bitgood.

Personally known ___or has produced_____ as identification.

Type of Identification Produced _____

Signature of Notary Public

Print Name of Notary Public