

**DECLARATION OF RESTRICTION
FOR
PARK VILLAS IV AT
HERITAGE OAK PARK**

Table of Contents

RECITALS:	5
ARTICLE 1 - DEFINITIONS	5
1.1 "Additional Property"	5
1.2 "Architectural Committee"	6
1.3 "Architectural Criteria"	6
1.4 "Articles of Incorporation"	6
1.5 "Assessable Parcel"	6
1.6 "Assessments"	6
1.7 "Assessment Share"	6
1.8 "Association"	6
1.9 "Association Expenses"	6
1.10 "Attorney's Fees"	6
1.11 "Board"	6
1.12 "Bylaws"	6
1.13 "Common Areas"	6
1.14 "Community"	7
1.15 "Community Assessment"	7
1.16 "Community Common Areas"	7
1.17 "Community Expenses"	7
1.18 "Community Owner"	7
1.19 "Community Roads"	7
1.20 "Community Standards"	7
1.21 "Construction Work"	7
1.22 "Contiguous Property"	7
1.23 "Developer"	7
1.24 "District"	7
1.25 "Final Development Date"	7
1.26 "Heritage Oak Park"	8
1.27 "Heritage Oak Park Covenants" or "Covenants"	8
1.28 "Home Occupation"	8
1.29 "Improvements"	8
1.30 "Individual Parcel Assessment"	8
1.31 "Individual Parcel Expenses"	8
1.32 "Institutional Mortgagee"	8
1.33 "Lot"	8
1.34 "Lot Owner"	8
1.35 "Neighborhood"	8
1.36 "Neighborhood Assessment"	9
1.37 "Neighborhood Committee"	9
1.38 "Neighborhood Common Areas"	9
1.39 "Neighborhood Expenses"	9
1.40 "Neighborhood Owners"	9

1.41	"Neighborhood Roads"	9
1.42	"Parcel"	9
1.43	"Person"	9
1.44	"Properties"	9
1.45	"Public Records"	9
1.46	"Restricted Vehicle"	9
1.47	"Special Assessment"	9
1.48	"Supplemental Declaration"	10
1.49	"Supplemental Neighborhood Expenses"	10
1.50	"Surfacewater Management System"	10
1.51	"SwFwMD"	10
1.52	"Unimproved Parcel"	10
1.53	"Voting Member"	10
1.54	"Working Capital Contribution"	10
ARTICLE 2 - HERITAGE OAK PARK		10
2.1	The Community.	10
2.2	Expansions and Contraction of the Community.	10
2.3	Common Areas.	11
ARTICLE 3 - THE ASSOCIATION		11
3.1	Purposes.	11
3.2	Membership.	11
3.3	Voting.	11
ARTICLE 4 - THE NEIGHBORHOOD AND DISTRICT		11
4.1	Supplemental Declaration.	11
4.2	Neighborhood.	11
A.	Neighborhood and Community Common Areas.	11
B.	Tracts.....	12
4.3	Neighborhood committee.....	12
4.4	Meetings of Lot Owners.	12
4.5	Expansion of Neighborhood.	12
A.	Additional Roads.	12
ARTICLE 5 -NEIGHBORHOOD DEVELOPMENT PLAN		12
5.1	Single-Family Neighborhood.....	12
5.2	Lot Development Plan.	12
5.3	Cluster.	13
5.4	Additional Improvements.	13
5.5	Architectural Control.	13
5.6	Warranty Status.....	13
5.7	Owner Improvements.....	13
5.8	Common Improvements.....	14
ARTICLE 6 - MAINTENANCE, REPAIR AND REPLACEMENT		15
6.1	By the Association	15
6.2	By the Lot Owners.....	15
ARTICLE 7 - NEIGHBORHOOD EXPENSES		16
7.1	General.....	16
7.2	Individual Parcel Expenses.	17
8.1	Lot Owner's Insurance.	17
8.2	Association Insurance.	17

ARTICLE 9 - ASSESSMENTS..... 17

 9.1 General..... 17

 9.2 Lien of Assessments. 17

 9.3 Working Capital Contribution. 17

ARTICLE 10 - RESTRICTIONS 18

 10.1 Residential Use. 18

 10.2 Architectural Criteria. 18

 10.3 Garages Required..... 18

 10.4 Boats and Vehicles..... 18

 10.5 Signs..... 18

 10.6 Animals. 18

 10.7 Trash. 19

 10.8 Garage Sales..... 19

 10.9 Solicitation. 19

 10.10 Storm Protection. 19

 10.11 Riparian Matters..... 19

 10.12 Usage of Lots and Neighborhood Common Areas. 19

 10.13 Window Coverings. 19

 10.14 Solar Collectors..... 20

 10.15 Alterations..... 20

 10.16 Unsightly Objects..... 20

 10.17 Occupants Bound. 20

 10.18 General Restrictions..... 20

 10.19 Additional Restrictions. 21

ARTICLE 11 - SALE, TRANSFER, LEASE OR OCCUPATION OF LOT 21

ARTICLE 12 - EASEMENTS,..... 21

 12.1 Reserved by Developer..... 21

 12.2 Granted to Lot Owners..... 21

 12.3 Granted to Utilities..... 21

 12.4 Granted to and by the Association. 21

 12.5 Restoration. 22

ARTICLE 13 - COMMUNITY SYSTEM SERVICES..... 22

ARTICLE 14 - VARIANCES 22

ARTICLE 15 - RIGHTS OF DEVELOPER 22

 15.1 Development. 22

 15.2 Assignment. 23

 15.3 Exercise of Developer's Rights. 23

ARTICLE 16 - RIGHTS OF INSTITUTIONAL MORTGAGEES 23

ARTICLE 17 - WARRANTIES 23

ARTICLE 18 - REMEDIES 24

 18.1 Compliance by Lot Owners. 24

 18.2 Enforcement..... 24

 18.3 Mediation. 24

ARTICLE 19 - DURATION 24

 19.1 Covenants to Run with the Title to the Land. 24

 19.2 Term..... 24

ARTICLE 20 - AMENDMENTS 25

ARTICLE 21 - MISCELLANEOUS 25

21.1 Governing Law. 25
21.2 Notices. 25
21.3 Waiver..... 25
21.4 Individual Liability. 25
21.5 Invalidation. 26
21.6 Usage..... 26
21.7 Remedies for Default. 26
EXHIBIT "A" 28
CONSENT 29
FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS 30

**DECLARATION OF RESTRICTION
FOR
PARK VILLAS I AT
HERITAGE OAK PARK**

THIS DECLARATION made this 9th day of March 19 99 BY HERITAGE OAK PARK ASSOCIATION, a Florida general partnership ("Developer")

RECITALS:

A. Developer is the owner of the following described property lying and being in the County of Charlotte, State of Florida, to-wit:

See Exhibit "A" attached hereto

which property is hereinafter called the "Neighborhood."

B. The Neighborhood is part of a larger community known as "Heritage Oak Park," which Developer intends to develop for residential, recreational and other uses and purposes.

C. There has been recorded in the Public Records of Charlotte County, Florida, a "Declaration of Covenants for Heritage Oak Park" (the "Heritage Oak Park Covenants"), which instrument establishes a general plan of restrictions for the administration, maintenance, preservation, use, and enjoyment of all lands within the Heritage Oak Park community.

D. The Heritage Oak Park Covenants contemplate the recording of "Supplemental Declarations" by which additional lands will be made subject to the Heritage Oak Park Covenants and by which specific "Neighborhoods" will be identified and more detailed restrictions applicable to such "Neighborhoods" will be established.

E. By virtue of this Declaration, Developer desires to make the Neighborhood subject to the Heritage Oak Park Covenants, identify the property described in Exhibit A as a "Neighborhood" within the Heritage Oak Park community, and establish more specific covenants and conditions concerning the development, improvement, and usage of the Neighborhood property for the benefit and protection of all Neighborhood property owners.

NOW, THEREFORE, Developer does hereby declare that all property in the Neighborhood shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions, and easements:

ARTICLE 1 - DEFINITIONS

Unless prohibited by the context in which they are used, the following words, when used in this Declaration, shall have the following meanings:

1.1 "Additional Property"

shall have the meaning set forth in Article 1 of the Heritage Oak Park Covenants.

1.2 "Architectural Committee"

shall mean the committee constituted and empowered pursuant to Article 12 of the Heritage Oak Park Covenants to control and regulate all Construction Work.

1.3 "Architectural Criteria"

shall mean such restrictions and regulations as may be adopted from time to time by the Architectural Committee with respect to Construction Work affecting the Community or any portion thereof.

1.4 "Articles of Incorporation"

shall mean the Articles of Incorporation of the Association, a copy of which is attached to the Heritage Oak Park Covenants as Exhibit "B."

1.5 "Assessable Parcel"

shall mean a Parcel to which one or more Assessment Shares have been allocated pursuant to Article 9.2 of the Heritage Oak Park Covenants.

1.6 "Assessments"

shall mean assessments levied by the Board against the Parcels in accordance with the provisions of Article 9 of the Heritage Oak Park Covenants for the payment of Association Expenses.

1.7 "Assessment Share"

shall have the meaning set forth in Article 9.2.A of the Heritage Oak Park Covenants.

1.8 "Association"

shall mean Heritage Oak Park Community Association, Inc., a Florida corporation not for profit.

1.9 "Association Expenses"

shall mean all expenses incurred by the Association in the performance of its obligations or the exercise of its powers pursuant to the Heritage Oak Park Covenants, any Supplemental Declaration, the Articles of Incorporation, or the Bylaws.

1.10 "Attorney's Fees"

shall mean all reasonable attorney's fees incurred in connection with a matter, including fees for trial and appellate proceedings and fees for services not involving litigation.

1.11 "Board"

shall mean the Board of Directors of the Association.

1.12 "Bylaws"

shall mean the Bylaws of the Association, a copy of which is attached to the Heritage Oak Park Covenants as Exhibit "C."

1.13 "Common Areas"

shall mean the Community Common Areas and the Neighborhood Common Areas, collectively.

1.14 "Community"

shall have the meaning set forth in Article 2.1.

1.15 "Community Assessment"

shall mean an Assessment levied by the Board against an Assessable Parcel in accordance with the provisions of Article 9 of the Heritage Oak Park Covenants for the payment of a portion of the Community Expenses.

1.16 "Community Common Areas"

shall mean all real and personal property (or interest therein), other than the Neighborhood Common Areas, that is: (a) owned by the Association; (b) identified as such in this Declaration, the Heritage Oak Park Covenants, or in any other instrument executed by Developer and recorded in the Public Records; (c) designated by Developer in an instrument delivered to the Association as property intended for the common use and enjoyment of all Community Owners; or (d) maintained by the Association for the benefit of all Community Owners pursuant to written agreement entered into by the Association.

1.17 "Community Expenses"

shall have the meaning set forth in Article 7.2 of the Heritage Oak Park Covenants.

1.18 "Community Owner"

shall mean the record owner, whether one or more Persons, of the fee simple title to a Parcel.

1.19 "Community Roads"

shall have the meaning set forth in Article 1 of the Heritage Oak Park Covenants.

1.20 "Community Standards"

shall have the meaning set forth in Article 1 of the Heritage Oak Park Covenants.

1.21 "Construction Work"

shall mean any installation, construction, restoration, replacement, alteration, addition, or demolition of Improvements on a Lot or on the Neighborhood's Neighborhood Common Areas.

1.22 "Contiguous Property"

shall have the meaning set forth in Article 1 of the Heritage Oak Park Covenants.

1.23 "Developer"

shall mean Heritage Park Associates, a Florida general partnership, any successor or legal representative of Heritage Park Associates, or any Person to whom all rights of Heritage Park Associates under this Declaration are hereafter assigned pursuant to written instrument duly recorded in the Public Records.

1.24 "District"

shall mean Heritage Oak Park Community Development District, to be established pursuant to Chapter 190, Florida Statutes, and further discussed in Article 2.5 of the Heritage Oak Park Covenants.

1.25 "Final Development Date"

shall mean the earlier of the following two dates: (a) the date which is five years following the date of recording in the Public Records of a statement executed by Developer to the effect that the last Supplemental Declaration has been recorded in the Public Records; or (b) January 1, 2030.

1.26 "Heritage Oak Park"

shall mean those lands in Charlotte County, Florida, that have been or hereafter may be developed by Developer as part of the planned community known as "Heritage Oak Park."

1.27 "Heritage Oak Park Covenants" or "Covenants"

shall mean the "Declaration of Covenants for Heritage Oak Park" to be recorded in the Charlotte County Public Records, as amended.

1.28 "Home Occupation"

~~shall have the meaning set forth in Section 201 of the Land Development Code.~~

(As Amended on May 24th 1999)

"Home Occupation" shall mean that business activity, if any, permitted to be undertaken within the zoning category applicable to the Neighborhood from time to time and which shall not result in nor cause to be generated customer traffic to a premises where a Home Occupation is being pursued.

1.29 "Improvements"

shall mean all buildings, driveways, parking areas, walks, walls, fences, signs, structures, utility installations, site paving, grading, screen enclosures, pools, tennis courts, game structures, mailboxes, mechanical equipment, solar energy devices, antennae, satellite dishes, water and sewer lines, drains, wells, irrigation systems, landscaping, landscape devices and objects, exterior sculptures and fountains, and other improvements of any kind, together with any subsequent alterations, additions, or replacements.

1.30 "Individual Parcel Assessment"

shall mean an assessment levied by the Board against a Lot in accordance with the provisions of Article 9 of the Heritage Oak Park Covenants for the payment of Individual Parcel Expenses attributable to such Lot.

1.31 "Individual Parcel Expenses"

shall have the meaning set forth in Article 7.5 of the Heritage Oak Park Covenants.

1.32 "Institutional Mortgagee"

shall mean a savings and loan association, bank, credit union, mortgage banker, mortgage broker, insurance company, pension fund having assets in excess of \$25 million, agency of any state government, or agency of the United States Government (including the Federal National Mortgage Association and Federal Home Loan Mortgage Corporation), and its subsidiaries, affiliates, successors, and assigns, holding a first mortgage lien upon any Parcel.

1.33 "Lot"

shall mean a platted lot within the Neighborhood.

1.34 "Lot Owner"

shall mean the record owner, whether one or more Persons, of the fee simple title to a Lot.

1.35 "Neighborhood"

shall mean any portion of the Community identified as such in a Supplemental Declaration.

1.36 "Neighborhood Assessment"

shall mean an assessment levied by the Board against an Assessable Parcel in accordance with the provisions of Article 9 of the Heritage Oak Park Covenants for the payment of a portion of the Neighborhood Expenses applicable to the Neighborhood in which such Assessable Parcel is located.

1.37 "Neighborhood Committee"

shall have the meaning set forth in Article 3.3 of the Heritage Oak Park Covenants.

1.38 "Neighborhood Common Areas"

shall mean all real and personal property (or interest therein) that is designated as such in any Supplemental Declaration for the common use and benefit of one or more Neighborhoods and their respective Neighborhood Owners.

1.39 "Neighborhood Expenses"

shall have the meaning set forth in Article 7.3 of the Heritage Oak Park Covenants.

1.40 "Neighborhood Owners"

shall mean the Community Owners of Parcels in a Neighborhood.

1.41 "Neighborhood Roads"

shall have the meaning set forth in Article 1 of the Heritage Oak Park Covenants.

1.42 "Parcel"

shall mean any parcel of real property (including all appurtenances thereto) that is located within the Community, that is not part of the Common Areas, and that is: (a) a platted neighborhood lot or tract; (b) a condominium unit; or (c) an unplatted tract of land.

1.43 "Person"

shall mean a natural person, corporation, partnership, trustee, or other legal entity.

1.44 "Properties"

shall have the meaning set forth in Article 1 of the Heritage Oak Park Covenants.

1.45 "Public Records"

shall mean the Public Records of Charlotte County, Florida.

1.46 "Restricted Vehicle"

shall mean any truck; motor home, camper, or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head; trailer; boat; watercraft; aircraft; racing car; bus; motorcycle; commercial vehicle; or any vehicle not in operable condition. As used herein, "commercial vehicle" shall include, but not be limited to, any truck with a bed and bearing signage identifying a business name, or as otherwise defined by the Board of Directors from time to time by Rule or in the Community Standards.

1.47 "Special Assessment"

shall mean an assessment levied by the Board against a Parcel in accordance with the provisions of Article 9 as

a supplement to a Community Assessment for the payment of a portion of the Community Expenses or as a supplement to a Neighborhood Assessment for the payment of a portion of the Neighborhood Expenses applicable to the Neighborhood (if any) in which such Parcel is located.

1.48 "Supplemental Declaration"

shall mean any instrument identified as such, executed by or consented to by Developer and recorded in the Public Records, pursuant to which any portion of the Additional Property or Contiguous Property is made subject to the Heritage Oak Park Covenants or any portion of the Properties is identified as a Neighborhood, as such instrument may be amended from time to time.

1.49 "Supplemental Neighborhood Expenses"

shall mean those expenses described in Article 7.3.

1.50 "Surfacewater Management System"

shall mean the waters of all lakes, ponds, swales, culverts, inlets, and outfalls used in connection with the retention, drainage, and control of surface waters within the Community, together with all drainage control devices and apparatus used in connection therewith and all easements therefor as may exist by virtue of this Declaration or other recorded instrument or plat.

1.51 "SwFwMD"

shall mean the Southwest Florida Water Management District.

1.52 "Unimproved Parcel"

shall mean an Assessable Parcel on which no bona fide construction of Improvements has commenced.

1.53 "Voting Member"

shall mean the chairman of the Neighborhood's Neighborhood Committee; provided, however, until the election of the Neighborhood's first Neighborhood Committee, it shall mean the president of the Association.

1.54 "Working Capital Contribution"

shall have the meaning set forth in Article 9.3.

ARTICLE 2 - HERITAGE OAK PARK

2.1 The Community.

The Neighborhood is an integral part of a larger development known as "Heritage Oak Park." Lands within the Heritage Oak Park development will be subject to the Heritage Oak Park Covenants, which have been established by Developer to provide for the administration, maintenance, preservation, use, and enjoyment of such lands. All lands which are subject to the Heritage Oak Park Covenants, in accordance with the provisions thereof, are referred to as the "Community." Pursuant to Article 2 of the Heritage Oak Park Covenants, the Neighborhood is hereby made subject to the Heritage Oak Park Covenants and identified as part of the Community.

2.2 Expansions and Contraction of the Community.

Lands may be added to, or withdrawn from, the Community in accordance with the provisions of Article 2 of the Heritage Oak Park Covenants. No lands shall become part of the Community except in accordance with the

provisions of Article 2 of the Heritage Oak Park Covenants.

2.3 Common Areas.

Pursuant to the provisions of the Heritage Oak Park Covenants, certain property within the Community will be designated as Common Areas. As more particularly described in Article 5 of the Heritage Oak Park Covenants, the Common Areas will be comprised of the Community Common Areas and the Neighborhood Common Areas.

ARTICLE 3 - THE ASSOCIATION

3.1 Purposes.

The general purposes of the Association are to operate, maintain, manage, and improve the Common Areas, and other portions of the Community, to the extent set forth in the Heritage Oak Park Covenants and any Supplemental Declaration; to implement and enforce the provisions of this Declaration, the Heritage Oak Park Covenants, and any other Supplemental Declaration wherever applicable and appropriate; and to promote the health, safety, and social welfare of the Community Owners. In the furtherance of such purposes, the Association, through the Board, shall have the power and duty to levy Assessments and to enforce collection thereof in the manner provided in Articles 9 and 10 of the Heritage Oak Park Covenants. The Association shall also have such powers and duties as may be prescribed by its Articles of Incorporation and Bylaws and by the Heritage Oak Park Covenants.

3.2 Membership.

Each Lot Owner shall automatically be a member of the Association. Membership of a Lot Owner shall terminate as the Lot Owner's vested interest in the fee title to a Lot terminates and thereafter shall pass to such Lot Owner's successors in title as an appurtenance to such Lot; provided, however, that the foregoing provisions shall not be construed as completely terminating the membership of any member who may own two or more Parcels in the Community as long as at least one Parcel is owned by such member.

3.3 Voting.

In all matters concerning the Association, the Lot Owners shall be represented by a Voting Member in accordance with the provisions of Article 4.4 of the Heritage Oak Park Covenants. In all such matters, the number of votes to which each Lot Owner is entitled shall be as specified in Article 4.3 of the Heritage Oak Park Covenants.

ARTICLE 4 - THE NEIGHBORHOOD AND DISTRICT

4.1 Supplemental Declaration.

This Declaration constitutes a Supplemental Declaration under the terms of the Heritage Oak Park Covenants.

4.2 Neighborhood.

The Neighborhood is hereby designated as a separate Neighborhood under the terms of the Heritage Oak Park Covenants.

A. Neighborhood and Community Common Areas.

Under the terms of the Heritage Oak Park Covenants, certain property may be designated in a Neighborhood as Neighborhood Common Areas, which shall be for the common use and benefit of one or more Neighborhoods

in Heritage Oak Park and their respective Neighborhood Owners. Developer does not designate any such property at this time. Access to the Neighborhood shall be by Heritage Park Boulevard, Laurel Oak Lane and Laurel Oak Trail, which roadways shall be either Community Roads, or if owned by the Heritage Oak Park Community Development District, shall be the property of the District.

B. Tracts

There are included on the plat for the Neighborhood certain tract areas having a "C" designation. These Tract areas are intended to serve as open space, recreational area or drainage area and they are intended to be the property of the District.

4.3 Neighborhood committee.

Although matters of interest common to the Neighborhood will be administered by the Association in accordance with the provisions of this Declaration and the Heritage Oak Park Covenants, the Neighborhood shall have a Neighborhood Committee to advise the Board on matters affecting the interests of the Lot Owners. The election, composition, rights, and responsibilities of the Neighborhood Committee shall be as set forth in Article 3 of the Heritage Oak Park Covenants.

4.4 Meetings of Lot Owners.

Meetings of the Lot Owners shall be held in accordance with the provisions of Article 3 of the Heritage Oak Park Covenants. Lot Owner voting rights at meetings of the Lot Owners shall be governed by the provisions of Article 3 of the Heritage Oak Park Covenants.

4.5 Expansion of Neighborhood.

Developer reserve the right to change the boundaries of the Neighborhood to add additional Parcels, subdivisions, or other lands. Any such change shall be made by an amendment to this Declaration, which amendment shall be executed by Developer and recorded in the Public Records. If the Neighborhood is expanded to include additional Parcels, the owners of such Parcels shall have the same rights and obligations under this Declaration as the Lot Owners. Expansion of the Neighborhood may include the designation of additional lands as Neighborhood Common Areas.

A. Additional Roads.

Notwithstanding any other provision of this Declaration, in addition to the roadways described in Article 4.3.A, Developer shall have the right to construct or authorize District to construct other paved or unpaved roadways (including sidewalks, drainage facilities, street lighting, landscaping, and related improvements) over any portion of the Neighborhood to provide access for the Lot Owners, the Community Owners of Parcels in such other Neighborhoods as may be designated by Developer, and such other Persons as may be designated by Developer.

ARTICLE 5 - NEIGHBORHOOD DEVELOPMENT PLAN

5.1 Single-Family Neighborhood.

The Neighborhood is being developed for single-family residential usage.

5.2 Lot Development Plan.

Prior to the initial conveyance by Developer of title to any lot in the neighborhood, Developer shall construct on

the Lot (or in some cases combined, adjoining lots) a residential dwelling unit, together with such associated improvements as Developer may be contractually obligated to provide or as Developer may otherwise deem appropriate. The unit and such improvements are referred to herein collectively as the "Lot Improvements." Lot Improvements, in turn, are categorized herein as "Owner Improvements" or "Common Improvements," according to the provisions hereof.

5.3 Cluster.

Developer intends to construct the residential dwelling units consisting of attached units on the lots in accordance with a cluster housing format. Developer reserves the right to construct detached units, two unit or four unit attached structures within the Neighborhood.

5.4 Additional Improvements.

Developer at its sole discretion may in certain instances allow the installation of improvements ("additional improvements") in certain areas on each Lot. These might include a porch, screened lanai, hot tub/spa, or other improvements. If installed, such improvement would be maintained by and at the sole expense of the Lot Owner upon whose property the additional improvements were installed.

5.5 Architectural Control.

To promote and assure architectural and aesthetic quality and discrimination in the construction of homes and other Improvements in the Community, the Heritage Oak Park Covenants provide for the establishment of an Architectural Committee to evaluate plans for proposed Construction Work. Pursuant to Article 12 of the Heritage Oak Park Covenants, no Construction Work subsequent to the initial construction of a home shall be commenced on any Lot unless and until the plans and specifications for such Construction Work have been submitted to, and approved by, the Architectural Committee in accordance with the provisions of Article 12 of the Heritage Oak Park Covenants.

5.6 Warranty Status.

The obligation of Developer to construct a residential dwelling unit on a lot (or lots, where Developer constructs a unit on two combined, adjoining lots) prior to the initial conveyance of same shall not apply to a conveyance of a lot to a party who succeeds to the rights and obligations of Developer hereunder. Except as Developer may otherwise expressly provide by contract, the construction, development, and sale by Developer of the lots, units, and other property and improvements in the neighborhood is without warranty, and NO WARRANTIES OF THE FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE NEIGHBORHOOD PROPERTY OR IMPROVEMENTS CONSTRUCTED BY DEVELOPER THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED.

5.7 Owner Improvements.

As used herein, the Owner Improvements on a lot shall mean:

A. All improvements lying within the interior of the unit constructed by Developer on the lot, other than: structural beams, columns, and members supporting the unit; utility chases, installations, and facilities serving more than one unit or the Association Property; and electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wires, and pipes that serve more than one unit or the Association Property. As used herein, the "interior" of a unit shall mean the enclosed space bounded by the horizontal plans of the undecorated finished floor and the undecorated finished ceiling and the vertical planes of the undecorated finished interior surfaces of exterior walls and party walls or other boundaries. By way of

example, and not as a limitation, improvements lying within the Owner Improvements area:

- (1) all paint, finish, covering, wallpaper, and decoration of the interior surfaces of all doors, walls, floors and ceilings;
 - (2) all built-in shelves, cabinets, counters, storage areas, and closets;
 - (3) all refrigerators, stoves, ovens, disposals, compactors, dishwashers and other appliances and all bathroom fixtures, equipment, and apparatus;
 - (4) all electrical, plumbing, telephone, and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits that do not serve any other unit;
 - (5) all mechanical, ventilating, heating and air conditioning equipment;
 - (6) all interior doors, walls, partitions, and room dividers; and
 - (7) all furniture, furnishings, and personal property contained within the Unit
- B. all heating and air conditioning equipment, wherever located, that serves only the unit constructed on the lot
- C. all additional improvements installed within any portion of the lot.
- D. all alterations or additions made by the Lot Owner, or by any of his predecessors in title other than Developer, to the unit or the lot, which alterations or additions shall be made pursuant to authorization by Developer or the Association board of directors as provided herein.

5.8 Common Improvements.

As used herein, the "Common Improvements" on a lot shall mean all the Lot Improvements and parts thereof other than the Owner Improvements. By way of illustration and not as a limitation, the Common Improvements on a lot shall include the following, to the extent the same are not included within the Owner Improvements:

- A. the unit's foundation, floor, roof, party and exterior walls, and all exterior doors, windows and screens.
- B. all utility chases and all structural beams, columns, and members located within the unit.
- C. all utility installations or facilities serving more than one unit or the Neighborhood Common Areas, provided, however, Developer reserves the ownership of all main utility lines and equipment and all central television antenna signal distribution wires, lines, and equipment that are installed by Developer within the boundaries of the neighborhood and the right to convey the same to the Association, Charlotte County or an agency thereof, Florida Power & Light Company, General Telephone Company of Florida, or other person or legal entity as Developer may deem appropriate.
- D. all electrical apparatus and wiring, plumbing pipes and apparatus, and other ducts, conduits, cables, wire or pipe, which are located outside the boundaries of the unit interior or which, regardless of location, serve more than one unit or the Neighborhood Common Areas to the extent the same are not owned by utility companies or Developer.

E. all parking areas (except any garage that is part of the unit), driveways, walkways, and other means of ingress and egress.

F. all trees, shrubs, plants, grass, and other landscaping and all well, sprinkler, and irrigation systems (other than "additional improvements").

ARTICLE 6 - MAINTENANCE, REPAIR AND REPLACEMENT

The respective obligations of the Association and the Lot Owners to maintain, repair, and replace the Neighborhood property and other property serving the Lot Owners shall be as follows:

6.1 By the Association

The Association shall maintain, repair, and replace as part of the common expenses:

A. the Neighborhood Common Areas and the Common Improvements;

B. all electrical, mechanical, plumbing, ventilating, heating, and air conditioning fixtures and equipment serving the Neighborhood Common Areas;

C. all sod, shrubs, landscape berms, and other landscaping and irrigation therefor located within the Neighborhood (including individual lots), including unpaved right-of-way.

D. any stormwater management and discharge facility serving the Neighborhood not otherwise owned or operated by the District (but this responsibility might be undertaken by Association as an obligation of the overall Heritage Oak Park Community). In the event of dissolution of the Association, any stormwater management and discharge facility serving the neighborhood may be maintained by Charlotte County or the Southwest Florida Water Management District.

The Association shall have the irrevocable right to have access to each lot from time to time during reasonable hours as may be necessary for the maintenance and upkeep of neighborhood landscaping and the Neighborhood Common Areas, as discussed herein, and during any hours for performing such emergency repairs or procedures therein as may be necessary to prevent damage from one home or Lot arising from an emergency condition on adjacent property. 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 Lot Owner, his lessees, invitees, or guests, the cost of such maintenance, repair, or replacement shall be assessed against the Lot Owner and shall be payable by such Lot Owner within 30 days after delivery of written notice of the assessment.

6.2 By the Lot Owners.

Each Lot Owner shall maintain, repair, and replace all Owner Improvements located upon the Owner's Lot. Each Lot Owner shall be responsible to wash his own doors, windows and screens, unless they are not readily accessible from the ground or the unit interior. It is the intent hereunder that the Association shall maintain all Lot Improvements as to structural repair and replacement and that the Lot Owner maintain the interior of the Lot Improvements. The Association shall maintain all landscaping on the Lot, except for any non-standard

landscaping which might have been planted by the Lot Owner as an additional improvement (which would require Association prior approval).

In the event a Lot Owner fails to fulfill his maintenance obligations as set forth above, the Association, at the discretion of the board of directors, may undertake such maintenance and make such repairs as the board may deem necessary, and the cost thereof shall be assessed against such defaulting Lot Owner and shall be payable within 30 days after delivery of written notice of the assessment.

ARTICLE 7 - NEIGHBORHOOD EXPENSES

7.1 General.

All costs and expenses that may be duly incurred by the Association through its board of directors from time to time in operating, maintaining, improving, protecting, managing, and conserving the Neighborhood Common Areas and in carrying out its duties and responsibilities as provided by this Declaration and by its Articles of Incorporation and Bylaws shall constitute "common expenses" of the Association. Funds for the payment of the common expenses shall be collected by the Association through assessments against the lots in accordance with the provisions of Article 9. By way of illustration and not as a limitation, the common expenses shall include:

- A. costs of operation, maintenance, repair, and replacement of the Neighborhood Common Areas and the Common Improvements;
- B. costs of management of the Neighborhood and administrative costs of the Association, including professional fees and expenses, pursuant to Section 7.3 of the Heritage Oak Park Covenants;
- C. costs of water and sewerage service, electricity, and other utilities furnished to the neighborhood that are not metered separately to the individual Lots;
- D. labor, material, and supplies used in conjunction with the Neighborhood Common Areas or Common Improvements;
- E. damages to the Neighborhood Common Areas in excess of insurance coverage;
- F. premium costs of all fire, windstorm, flood, and other property and liability insurance procured by the Association pursuant to the terms hereof;
- G. costs incurred by the Association, upon approval by the board of directors, for the installation of additions, alterations, or improvements to the Neighborhood Common Areas, or for the purchase of additional lands, leaseholds, or other possessory or use rights in lands or facilities, or memberships or other interests in recreational facilities, acquired for the benefit of all the Neighborhood Lot Owners, provided that if the cost of any of such items is more than 15 percent of the amount of the total annual budget, the purchase or installation of such items shall first be approved by the affirmative vote of Neighborhood Lot Owners holding a majority of the total votes within the Neighborhood;
- H. should the Association Board of Directors so choose, the costs of cable or central antenna television service to the Neighborhood;
- I. costs involved in the operation and maintenance of any Neighborhood stormwater management and discharge facility.

7.2 Individual Parcel Expenses.

Expenses that are classified as Individual Parcel Expenses under Article 7.5 of the Heritage Oak Park Covenants shall not be included as Neighborhood Expenses. All expenses incurred by the Association pursuant to the provisions of this Declaration and the Heritage Oak Park Covenants in connection with the management, maintenance, and administration of the Neighborhood and the operation, maintenance, improvement, protection, management, and conservation of the Neighborhood's Neighborhood Common Areas shall constitute Neighborhood Expenses of the Neighborhood.

ARTICLE 8 - INSURANCE,

8.1 Lot Owner's Insurance.

Each Lot Owner shall carry casualty insurance for full replacement value on the insurable portions of his Lot Improvements in accordance with the provisions of Article 8.8 of the Heritage Oak Park Covenants. The policy of insurance shall name the Association as an insured. In the event of casualty damage, the Lot Owner shall be obligated to rebuild. The insurance proceeds shall be assigned and paid over to the Association and the Association shall diligently proceed to rebuild. The Lot Owner shall bear the cost of the deductible and any shortfall of funds necessary to rebuild, and shall promptly pay those funds over to the Association at the same time that the insurance proceeds are paid over to the Association. These funds for rebuilding shall be used by the association for that purpose only and shall not be used for payment of any other Association expenses. The calculation for construction shortfall for these purposes shall be based upon the estimate of construction cost prepared by a licensed Florida general contractor retained by the Association for this purpose. In the event there are funds remaining after the completion of construction because the Lot Owner overpaid or the construction was completed for less than the estimated cost, then those excess funds would be returned to the respective Lot Owner.

8.2 Association Insurance.

The Association shall carry casualty insurance on the insurable portions, if any, of the Neighborhood's Neighborhood Common Areas in accordance with the provisions of Article 8 of the Heritage Oak Park Covenants.

ARTICLE 9 - ASSESSMENTS

9.1 General.

Each Lot shall be subject to Assessments in accordance with the provisions of Article 9 of the Heritage Oak Park Covenants.

9.2 Lien of Assessments.

Each Assessment levied by the Board against a Lot shall be secured by a lien in favor of the Association against the Lot and Improvements thereon in accordance with the provisions of Article 10 of the Heritage Oak Park Covenants.

9.3 Working Capital Contribution.

The Board may, in its discretion, require each Lot Owner who acquires his Lot directly from Developer to pay to the Association a one-time contribution (the "Working Capital Contribution") to be used by the Association solely for the payment of the Neighborhood's Neighborhood Expenses. The amount of the Working Capital Contribution shall be as determined by the Board, but shall not exceed an amount equal to three months

ARTICLE 10 - RESTRICTIONS

10.1 Residential Use.

Except as otherwise provided herein, the Lots may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any Lot, and no business, occupation, or profession may be conducted on any part thereof, except that: (a) a Lot Owner may conduct a Home Occupation on his Lot, if the Home Occupation is permitted by the applicable zoning or other code without special permit approval or other special authorization; does not involve any outdoor activity other than ingress and egress; ^{is} not accompanied by the display of any exterior sign; complies with all other provisions of this Declaration, the Heritage Oak Park Covenants, the Rules and Regulations, and the Community Standards; and is otherwise approved by the Association; and (b) a Lot Owner and his agents may show his Lot and Improvements thereon for sale or lease.

10.2 Architectural Criteria.

All Improvements (apart from those initially constructed by Developer) constructed or installed upon a Lot shall comply with the Architectural Criteria.

10.3 Garages Required.

Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage.

10.4 Boats and Vehicles.

No vehicle shall be parked in the Neighborhood except on a paved driveway or inside a garage. No Restricted Vehicle shall be parked overnight in the Neighborhood unless inside a garage. No maintenance or repair of any boat, watercraft, aircraft, or vehicle shall be permitted upon any Lot except within an enclosed garage. These restrictions on vehicles shall not apply to vehicles or trailers utilized by builders in connection with construction Work in the Neighborhood.

10.5 Signs.

No sign of any kind shall be displayed on any Lot except as follows:

A. Individual, ornamental house number and name plates may be displayed, provided their size, color, design, and location is approved by the Architectural Committee. Either Developer or the Architectural Committee may require the use of standard house number and name signage.

B. Other signs may be displayed if such signs are approved by Developer as to size, design, location, and content.

10.6 Animals.

A Lot Owner may keep as pets one dog and one cat. No other pets may be kept on a lot other than fish in an aquarium inside a home or other pets that might be specifically permitted by Rule adopted by the Board from time to time. No pet shall be permitted outside except on a leash. No pet may be kept on any Lot if, in the sole judgment of the Board, it is determined that the pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is or is expected to be a source of excessive disturbance, annoyance, or danger to the Lot Owners or other Persons. The authority of the Board to prohibit, or direct the disposal of, any pet shall

not be construed as imposing any duty on the Board to do so. Lot Owners having pets shall remove all pet droppings.

10.7 *Trash.*

Lot Owners shall keep their Lots free of trash, refuse, junk, litter, and debris. Lot Owners shall place all garbage, trash, and other refuse in sanitary containers. Containers shall not be placed along any Neighborhood Road or Community Road except on the morning scheduled for refuse collection. Containers shall be removed promptly, along with any debris, after collection. Either Developer or the Architectural Committee may require the use of standard containers or common containers for the collection of garbage, trash, and other refuse.

10.8 *Garage Sales.*

No garage sales, yard sales, or auctions shall be conducted on any Lot or on the Neighborhood's Neighborhood Common Areas.

10.9 *Solicitation.*

No Person shall distribute, post, or leave any paper, newspaper, brochure, leaflet, sample, item, or material on any lands, Improvements, or vehicles within the Neighborhood unless it is distributed, posted, or left: (a) on a Lot at the request of the Lot Owner or pursuant to prior written authorization of the Association, which authorization shall not be given in any instance for commercial advertising material; or (b) pursuant to rights accorded by law.

10.10 *Storm Protection.*

In the event of hurricane or tropical storm watches or warnings, a Lot Owner may board up his home or install protective shutters, but such protective measures shall be promptly discontinued once the threat of storm ceases. However protective shutters, which have been approved by the Heritage Oak Park Architectural Committee, may be kept closed during an owners absence from May 1 to December 15, providing they are promptly opened upon the owners return.

10.11 *Riparian Matters.*

No seawall, dock, boathouse, boat slip, davits, moorings, or piers shall be constructed upon or adjacent to any Lot. No Person shall swim in, operate any watercraft on, or otherwise use any portion of the Surfacewater Management System; provided, however, Lot Owners may fish in such portions of the Surfacewater Management System as may be designated for such purpose by the Association.

10.12 *Usage of Lots and Neighborhood Common Areas.*

No Lot Owner shall interfere with the use of another Lot by the Lot Owner, occupant, or Person entitled to the use thereof or make use of any part of the Neighborhood's Neighborhood Common Areas in such a manner as to abridge the equal rights of the other Lot Owners to their use and enjoyment.

10.13 *Window Coverings.*

All windows on any home which are visible from the street, or from other Lots, shall have window coverings which have a white or off white backing or which blend with the exterior color of the home, as determined in the sole discretion of the Architectural Committee. Reflective window coverings are prohibited. No awnings, canopies, or shutters shall be permanently installed on the exterior of any home unless first approved by the Architectural Committee.

10.14 Solar Collectors.

Other than solar collectors installed by Developer, no solar collectors shall be installed on any Lot without the prior written consent of the Architectural Committee in accordance with the Architectural Criteria.

10.15 Alterations.

Except as may otherwise be authorized by the terms of this Declaration or the Heritage Oak Park Covenants or by the prior written consent of the Association or Developer, no Person other than Developer shall: (a) erect, install, or alter any Improvements on, or otherwise disturb the physical condition of, any portion of the Neighborhood's Neighborhood Common Areas; or (b) erect, install, or alter any Improvements or property which the Association is required to maintain pursuant to the terms of this Declaration or the Heritage Oak Park Covenants.

10.16 Unsightly Objects.

No laundry, towels, blankets, garments, or unsightly objects shall be left or placed in any location on a Lot that is visible from the street or from other Lots.

10.17 Occupants Bound.

All provisions of this Declaration governing the usage of a Lot or the conduct of the Lot Owner shall also apply to all occupants of the Lot and all family members, guests, and invitees of the Lot Owner. Each Lot Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with and be fully bound by such provisions.

10.18 General Restrictions.

A Lot Owner shall not:

- A. cause or permit loud or objectionable noises or obnoxious odors to emanate from the lot or other property in the neighborhood which may cause a nuisance to the occupants of other lots in the sole opinion of the board;
- B. make any use of the lot or other property in the neighborhood which violates any laws, ordinances, or regulations of any governmental body;
- C. erect, construct, or maintain any wire, antennas, or satellite dishes, outside of a home, except with the written consent of the Association board of directors;
- D. divide or subdivide the lot for purpose of sale or lease (however, a lot may be combined with an adjacent lot and occupied as a single dwelling unit);
- E. lease less than an entire Lot or lease a Lot more than twice in any calendar year;
- F. 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 Neighborhood property so as harmfully to affect any landscaping or plants or pollute the Neighborhood or Heritage Oak Park drainage system.

10.19 Additional Restrictions.

Developer reserves the right to impose additional restrictions in the conveyance of title to any Lot, provided such restrictions are identified in the purchase agreement between Developer and the Lot Owner.

ARTICLE 11 - SALE, TRANSFER, LEASE OR OCCUPATION OF LOT

In the event of a sale, lease, transfer or occupation of a home (except by the Developer), the Owner shall notify the Board of Directors with the name of the new owner or tenant, along with the closing date of sale or term of lease. A home shall not be leased for less than a three month term, or more often than twice per year, and must be leased in its entirety. The Association Board of Directors shall have the right, upon approval of a majority of Lot Owners within the Neighborhood, to promulgate rules instituting a resale approval process as to a Parcel within that Neighborhood.

ARTICLE 12 - EASEMENTS,

12.1 Reserved by Developer.

Developer hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for: (1) the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, 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 Neighborhood property; and (2) ingress and egress by pedestrians, runners, bicycles, golf carts, automobiles, and other vehicles over, under, through, and across the Neighborhood and Neighborhood Roads for the purpose of obtaining access to the Neighborhood property and properties adjacent thereto, together with the right to construct, maintain, and replace such roads, walkways, bike paths, and other improvements as may be reasonably appropriate for the use and enjoyment of such easement. Developer may assign and convey any of the foregoing easements to such persons or entities as Developer may deem appropriate for the use of such persons or groups of persons as may be designated and upon such terms as may be established by Developer.

12.2 Granted to Lot Owners

Each Lot Owner is hereby granted a nonexclusive perpetual easement: (1) over and across Neighborhood Roads within the neighborhood for ingress and egress to and from the owner's lot; and (2) for any encroachments by an owner's home on an adjoining lot which may exist now or in the future by virtue of overhangs, foundation slab or footer underground extensions across lot lines, inaccuracies in construction or settlement or movement of the home, or otherwise, which encroachments shall be allowed to remain undisturbed until they no longer exist.

12.3 Granted to Utilities.

There is hereby granted to all public and private utility companies furnishing utility services to the neighborhood as of the time of recording of this Declaration, or hereafter authorized by Developer or the Association to furnish such services, 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 portion of the neighborhood property as may be reasonably necessary therefor.

12.4 Granted to and by the Association.

There is hereby granted to the Association a perpetual nonexclusive easement across each Lot for the purpose of performing maintenance and repair responsibilities within the Neighborhood.

12.5 Restoration.

The use of any easement granted under the provisions of this paragraph shall not include the right to disturb any building or structure on the Neighborhood property, and any damage caused to same shall be repaired at the expense of the party causing such damage. In the event a party's use of an easement granted pursuant to the terms hereof causes a disturbance of the surface of the land, then the roadways, grass, landscaping, and other improvements which are disturbed shall be restored promptly by such party as nearly as possible to their prior condition. Areas designed on the plat as "landscape easements" or similar reference (if applicable) may be used by Association for planting of flowers, shrubs, trees and sod, placement of walls or fences, signage, and other reasonable ancillary uses.

ARTICLE 13 - COMMUNITY SYSTEM SERVICES

If the Developer or Association deem it advisable, they may on behalf of the Association enter into a services contract for cable or wireless television or other types of telecommunications contracts for services to be provided within the Neighborhood or Community from a common service provider for Community Systems, which agreement could be made binding upon all Lot and Parcel Owners within the Neighborhood or Community.

ARTICLE 14 - VARIANCES

Developer hereby reserves the right, with respect to any Lot, to vary those conditions, restrictions, limitations, and agreements herein set forth which refer to setback lines, square footage content, areas of improvement, easements, construction of Improvements, landscaping, and signs, and any such variance shall be evidenced by written instrument executed by Developer. Such variance shall not constitute a waiver of any such condition, restriction, limitation, or agreement as to the remaining Lots, and the same shall remain fully enforceable against all Lots other than the Lot where such variance is permitted.

ARTICLE 15 - RIGHTS OF DEVELOPER

15.1 Development.

At the time of recording of this Declaration, development and construction of the Lots and Improvements in the Neighborhood have not been completed. Developer reserves all rights and easements necessary or desirable with respect to the Neighborhood to complete such development and construction and to effect the sale or lease of all the Lots. Inasmuch as the completion of such development, construction, sales, and leasing is essential to the establishment and welfare of the Neighborhood and the Lot Owners, no Lot Owner shall do anything to interfere with the development, construction, sales, or leasing activities of Developer. Without limiting the generality of the foregoing, nothing in this Declaration, the Articles of Incorporation, or Bylaws shall be construed to:

A. Prevent Developer or its contractors or subcontractors, from taking whatever steps they determine to be necessary or desirable to effect the completion of the development of the Neighborhood, including, without limitation, the alteration of construction plans and designs as Developer deems advisable in the course of such development (all models, sketches, and artists' representations showing plans for future development of the Neighborhood being subject to modification by Developer at any time and from time to time without notice).

B. Prevent Developer or its contractors or subcontractors, from erecting, constructing, and maintaining within the Neighborhood such structures as may be reasonably necessary for the development of

the Neighborhood, the construction of Improvements therein, and the sale and leasing of the Lots.

C. Prevent Developer from replatting any contiguous group of Lots or Common Areas owned by Developer, provided such replatting is done pursuant to an amendment to this Declaration executed by Developer and recorded in the Public Records.

Notwithstanding any provision hereof to the contrary, Developer shall have the express right to construct, maintain, and carry on such offices, structures, facilities and activities within the Neighborhood as, in the sole opinion of Developer, may be reasonably necessary, convenient, or appropriate to the construction of Improvements or sale or leasing of Lots and Parcels, including, but not limited to, administrative offices, field construction offices, construction storage facilities, parking facilities, signs, model homes, and sales offices. The right to construct, maintain, and carry on such facilities and activities shall specifically include the right to use any property owned by Developer and any property owned by the Association as administrative offices, sales offices, and models.

15.2 Assignment.

Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations, and privileges reserved hereunder to the Association or to any other Person.

15.3 Exercise of Developer's Rights.

The rights of Developer enumerated in this Article 15 or elsewhere in this Declaration are for the benefit of Developer and may be exercised, waived, released, or assigned, in whole or in part, in Developer's sole discretion. No Person shall have any cause of action against Developer on account of Developer's exercise, failure to exercise, waiver, release, or assignment, in whole or in part, of any of such rights.

ARTICLE 16 - RIGHTS OF INSTITUTIONAL MORTGAGEES

The termination of the provisions of this Declaration by approval of the Lot Owners pursuant to Article 19.2, and any amendments to the provisions of this Declaration by approval of the Lot Owners pursuant to Article 20 materially and adversely affecting the rights or interests of Institutional Mortgagees, shall require the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees. Such consent shall not be unreasonably withheld.

ARTICLE 17 - WARRANTIES

Except as Developer may otherwise expressly provide by written contract, **THE CONSTRUCTION, DEVELOPMENT, AND SALE BY DEVELOPER OF ANY LOT OR OTHER PROPERTY OR IMPROVEMENTS IN THE NEIGHBORHOOD IS WITHOUT WARRANTY, AND NO WARRANTIES OF FITNESS, HABITABILITY, OR MERCHANTABILITY AS TO ANY PORTION OF THE NEIGHBORHOOD OR IMPROVEMENTS CONSTRUCTED BY DEVELOPER THEREON OR IN CONNECTION THEREWITH SHALL BE IMPLIED. EXCEPT AS DEVELOPER MAY OTHERWISE EXPRESSLY PROVIDE BY WRITTEN CONTRACT, DEVELOPER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY COMMON LAW IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, AND CONFORMITY OF ANY IMPROVEMENTS WITH PLANS AND SPECIFICATIONS FILED WITH ANY GOVERNMENTAL AUTHORITY. DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE**

EXISTENCE OR LEVELS OF LOW FREQUENCY ELECTROMAGNETIC FIELDS, RADON, RADON PROGENY, OR ANY OTHER POLLUTANT WITHIN THE NEIGHBORHOOD OR WITH RESPECT TO ANY PROPERTY OR IMPROVEMENTS CREATED FOR, CONVEYED TO, DEDICATED TO, OR MADE AVAILABLE FOR THE USE OF THE ASSOCIATION OR ANY LOT OWNER PURSUANT TO THIS DECLARATION OR ANY OTHER INSTRUMENT.

ARTICLE 18 - REMEDIES

18.1 Compliance by Lot Owners.

Each Lot Owner shall comply, and shall cause the Lot Owner's family, guests, tenants, and invitees to comply, with the restrictions and covenants set forth in this Declaration.

18.2 Enforcement.

Upon failure of a Lot Owner to comply with the provisions of Article 18.1, the Association may, in the sole discretion of the Board and in addition to all other remedies allowed by law: (a) pursue the remedies set forth in Article 17 of the Heritage Oak Park Covenants; and (b) impose a Fine upon the Lot Owner pursuant to the provisions of Article 17 of the Heritage Oak Park Covenants. In any action in which the Association is the prevailing party, the Association shall be entitled to recover its costs and Attorney's Fees.

18.3 Mediation.

No Lot Owner or other Person bound by this Declaration shall commence or prosecute any judicial or administrative proceeding against the Association, Developer, involving any matter related to this Declaration without first submitting the issue to which such proceeding relates to non-binding mediation in accordance with the provisions of Article 17.5 of the Heritage Oak Park Covenants.

ARTICLE 19 - DURATION

19.1 Covenants to Run with the Title to the Land.

The provisions of this Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the property subject hereto and shall remain in full force and effect until terminated in accordance with the provisions of Article 19.2 or otherwise according to the laws of the State of Florida.

19.2 Term.

The provisions of this Declaration shall be binding upon all Lot Owners and shall continue in full force and effect for a period of 50 years from the date hereof, after which time they shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period: (a) the termination of this Declaration is approved by Lot Owners owning at least 75 percent of the Lots in the Neighborhood; and (b) a written instrument certifying that such approval has been obtained is signed by the president and secretary of the Association and recorded in the Public Records. The termination of this Declaration shall not terminate any easement rights then existing in favor of any Person by virtue of the provisions of this Declaration, it being the intent hereof that all such easement rights shall survive a termination of this Declaration.

ARTICLE 20 - AMENDMENTS

This Declaration may be amended at any time and from time to time upon: (a) the approval of Lot Owners owning at least two-thirds of the Lots in the Neighborhood; and (b) the recording in the Public Records of an amendatory instrument executed by the president and secretary of the Association certifying that such approval has been obtained; provided, however, that no amendment shall be effective prior to the Final Development Date without Developer's express written joinder and consent. This Declaration may also be amended by Developer together without the consent or joinder of any other Person at any time prior to the Final Development Date by the recording in the Public Records of an instrument for that purpose executed by Developer. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

ARTICLE 21 - MISCELLANEOUS

21.1 *Governing Law.*

The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Charlotte County, Florida.

21.2 *Notices.*

Any notice authorized or required to be given to any Lot Owner, or such Lot Owner's representative, under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Person who appears as the Lot Owner, or such Lot Owner's representative, on the records of the Association at the time of such mailing. Any notice authorized or required to be given to the Association under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when mailed, postage prepaid, to the address of the Association's principal office at the time of such mailing.

21.3 *Waiver.*

Failure of Developer, or the Association to insist upon strict performance of any provision of this Declaration with respect to any Lot Owner or property in the Neighborhood shall not be deemed to be a waiver of such provision as to such Lot Owner or property unless Developer, or the Association has executed in writing a waiver thereof. Any such written waiver of any provision of this Declaration by Developer, or the Association with respect to any Lot Owner or property in the Neighborhood shall not constitute a waiver of such provision as to any other Lot Owner or property.

21.4 *Individual Liability.*

No party other than Developer shall have any obligations hereunder. The obligations of Developer arising out of this Declaration or under any other instrument are corporate obligations and do not extend to the employees, officers, directors, and shareholders of Developer or of any corporate partner of Developer. Such employees, officers, directors, and shareholders shall have no individual liability in any action brought, or for any claim asserted, by the Association or by any Lot Owner in connection with the construction, development, or sale of any Lot or other property or Improvements within the Neighborhood.

21.5 Invalidation.

The invalidation of any provision of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

21.6 Usage.

Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. Titles of Articles, paragraphs, and subparagraphs of this Declaration are for convenience only and neither limit nor amplify the provisions of this Declaration.

21.7 Remedies for Default.

In addition to the remedies provided by statute and common law and the remedies elsewhere provided herein, a default by the owner, tenant, or occupant of any Lot in complying with the provisions and requirements of this Declaration, and such regulations and rules as may be promulgated for the Neighborhood by the Association board of directors shall entitle the Association to injunctive relief or money damages or both. In any such legal or equitable action or proceeding in which the Association is the prevailing party, the Association shall be entitled to recover its costs and reasonable attorneys' fees, including reasonable attorneys' fees for appellate proceedings. During the continuance of any such default, the Association by action of the board of directors may discontinue the supply of any utility services to the defaulting party's lot that are paid by the Association as part of the common expenses. Upon the correction of such default and the payment by the Lot Owner of the expense of the discontinuance and restoration of such services, they shall be immediately restored.

IN WITNESS WHEREOF, Developer have caused this Declaration to be executed in their names the day and year first above written.

Witnesses:

**HERITAGE PARK ASSOCIATES, a
Florida general partnership**
By: Heritage PP 1, Inc., a Florida
corporation, as General Partner

STATE OF FLORIDA COUNTY OF *Charlotte*

The foregoing instrument was acknowledged before me this *9th* day of *March* 19 *99* by Philip J. Palmer, as President of Heritage PP 1, Inc., a Florida corporation and general partner of HERITAGE PARK ASSOCIATES, a Florida general partnership, on behalf of the corporation and the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

WITNESS my hand and official seal in the state and county named above this *9th* day of
March ,19 *99*

Signature of Notary Public (Notary Seal)

EXHIBIT "A"

Lots C1-C136, HERITAGE OAK PARK, as per plat thereof recorded in Plat Book 18, Pages 9A - 9I, Public Records of Charlotte County, Florida.

(Note: D1-D44 is missing from this document) Tom Colson

136+44=180 units

CONSENT

FLORIDA COMMUNITY BANK, a Florida banking corporation, as the holder of a Mortgage recorded at Official Records Book 1652, Page 1386, Public Records of Charlotte County, Florida, does hereby consent to the recording of the Declaration of Restrictions for Park Villas at Heritage Oak Park.

IN WITNESS WHEREOF, the undersigned corporation has caused this Consent to be executed by its President this 9th day of March 1999.

FLORIDA COMMUNITY BANK, a Florida
Banking Corporation

Thomas S. Junker
As its President - Charlotte County

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS

for PARK VILLAS AT HERITAGE OAK PARK

This Amendment to the DECLARATION OF RESTRICTIONS FOR PARK VILLAS AT HERITAGE OAK PARK (the "Declaration"), is executed effective this 24th day of May, 1999 by HERITAGE PARK ASSOCIATES, a Florida general partnership ("Developer"), in its capacity as developer of Heritage Oak Park.

The Declaration is recorded in the Public Records of Charlotte County at Official Records Book 1685, Page 1269. Article 20 of the Declaration allows the Developer to undertake certain amendments thereto, and by execution hereof, Developer does hereby amend the Declaration as follows.

Section 1.28 of the Declaration is deleted and replaced with the following:

"Home Occupation" shall mean that business activity, if any, permitted to be undertaken within the zoning category applicable to the Neighborhood from time to time and which shall not result in nor cause to be generated customer traffic to a premises where a Home Occupation is being pursued.

IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed effective the day and year first above written.

WITNESSES:

HERITAGE PARK ASSOCIATES, a Florida general partnership
By: Heritage PP 1, Inc., a Florida corporation, as General Partner

STATE OF FLORIDA
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me this 24th day of May 1999, by Phillip J. Palmer, as President of Heritage PP 1, Inc., a Florida corporation, as general partner of Heritage Park Associates, a Florida general partnership, on behalf of the partnership. The above-named person is personally known to me or has produced _____ as identification. If no type of identification is indicated, the above-named person is personally known to me.

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS

for PARK VILLAS 4 ONLY AT HERITAGE OAK PARK

This Amendment to the DECLARATION OF RESTRICTIONS FOR PARK VILLAS 4 AT HERITAGE OAK PARK (the "Declaration"), is executed effective this 17th day of October, 2007 by HERITAGE PARK HOMEOWNERS ASSOCIATION and the VILLA 4 NEIGHBORHOOD COMMITTEE.

Section 10.10 of the Declaration is deleted and replaced with the following:

“In the event of hurricane or tropical storm watches or warnings, a Lot Owner may board up his home or install protective shutters, but such protective measures shall be promptly discontinued once the threat of storm ceases. However protective shutters, which have been approved by the Heritage Oak Park Architectural Committee, may be kept closed during an owners absence from May 1 to December 15, providing they are promptly opened upon the owners return.”