

This instrument was prepared by
and to be returned to:
-even G. Rappaport, Esquire
Sachs Sax Klein
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 237-6840

CFN 20060382848
OR BK 20538 PG 0089
RECORDED 06/28/2006 15:48:00
Palm Beach County, Florida
Sheron R. Bock, CLERK & COMPTROLLER
Pgs 0089 - 90; (2pgs)

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
HERITAGE OAKS AT TRADITION**

WHEREAS, The Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition is recorded in Official Records Book 2147, at Page 1364, of the Public Records of St. Lucie County, Florida.

WHEREAS, pursuant to the amendment procedures described in Article XIV, Section 5, of the referenced Declaration, Declarant has the right to alter or amend the Declaration as it deems necessary and/or appropriate by the Declarant alone, without requiring the consent of any other party;

WHEREAS, the Declarant desires to amend the Declaration by amending Article VI, Section 8 as indicated on Exhibit "A" attached hereto;

NOW THEREFORE, the undersigned hereby certifies that the attached Amendment to the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition, is a true and correct copy of the amendment approved by the Declarant.

DATED this 20th day of June, 2006.

WITNESSES:
HOMES BY KENNEDY II, LTD., a Florida
Limited Partnership

BY: Robert J. Trautman
Robert J. Trautman, President

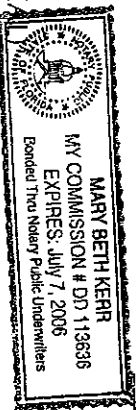
[Signature]
Signature

Scott E Smith
Print Name
STATE OF FLORIDA)
COUNTY OF BROWARD)

) ss:
EDWIN M. FRY, JR., CLERK OF THE CIRCUIT COURT
SANIT LUCIE COUNTY
FILE #: 2894744 07/13/2006 at 11:27 AM
OR BOOK 2611 PAGE 741 - 742 Doc Type: CT
RECORDING: \$18.50

The foregoing instrument was acknowledged before me this 20th day of June, 2006, by Robert J. Trautman, as President, of Kennedy Construction Associates, Inc., a Florida corporation, as general partner of Homes by Kennedy II, Ltd, a Florida limited partnership, who is Personally Known [] or Produced Identification [].

Type of Identification Produced:



[Signature]
NOTARY PUBLIC, State of Florida
at Large

Exhibit "A"

AMENDMENTS TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR HERITAGE OAKS AT TRADITION

The Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition is recorded in Official Records Book 2147, at Page 1364, of the Public Records of St. Lucie County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VI, Section 8 of the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition ("Declaration") shall be amended as follows:

→ Section 8 - Working Capital Fund:

A Working Capital Fund will be established for the Association, which shall be collected from each Lot purchaser at the time of conveyance of each Lot to such purchaser in an amount equal to two (2) months of the annual assessment (which includes the Master Association Assessment) for purchaser's Lot. Each Lot's share of the working capital fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot, including resales. The purpose of this fund is to assure that the Association's Board of Directors will have cash available to meet expenditures or to pay for expenses or acquire additional equipment deemed necessary or desirable by the Board of Directors. Amounts paid into the fund are not to be considered as advanced payment of regular Assessments. The Working Capital Fund may be used by the Association, at the discretion of the Board, whether or not prior to Turnover, to pay any Association expenses.

This instrument prepared by, and after recording
please return to:

Rana M. Gorzock, Esquire
Buckingham, Doolittle & Burroughs, LLP
5355 Town Center Road
9th Floor
Boca Raton, Florida 33486

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE
COVENANTS FOR HERITAGE OAKS AT TRADITION**

This Amendment to Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition ("Amendment") is made this 16 day of March, 2006 by HOMES BY KENNEDY II, Ltd., a Florida Limited Partnership ("Declarant"), whose principal office is located at 600 W. Hillsboro Blvd., Ste. 101, Deerfield Beach, Florida 33441 and joined in by HERITAGE OAKS AT TRADITION HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association") whose principal office is located at 600 W. Hillsboro Blvd., Ste. 101, Deerfield Beach, Florida 33441.

WHEREAS, Declarant has executed and recorded in Official Records Book 2147, Page 1364 of the Public Records of St. Lucie County, Florida a certain "Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition", as amended and supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Article III, Section 2 of the Declaration provides for the recording from time to time, of an "Amendment" (as defined in the Declaration) to add ~~it or any portion of the property described on~~ Exhibit "A" to the Declaration (hereinafter referred to as "Uncommitted Property") to the provisions of the Declaration and the Declaration further provides that any such property shall be subject to assessments by the Association for their pro rata share of the Association expenses, easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Declarant, as owner of all of the real property described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as "Additional Annexed Property"), now desires to subject said Additional Annexed Property to the provisions of the Declaration; and

WHEREAS, prior to the execution and recording of this Amendment, the Additional Annexed Property was a portion of the Uncommitted Property; and

NOW, THEREFORE, Declarant, with the consent of the Master Declarant described on Exhibit "B" attached hereto and made a part hereof, hereby makes this Supplement (which is intended to be and is an "Amendment" as defined in the Declaration) and hereby declares that the Additional Annexed Property described on Exhibit "A" hereto shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration.

SIGNATURE PAGE TO FOLLOW
COPY

IN WITNESS WHEREOF, Declarant has executed this Amendment on the day, month and year first above written.

HOMES BY KENNEDY II, LTD., a Florida Limited Partnership

Scott F Smith
Printed Name

BY: KENNEDY CONSTRUCTION ASSOCIATES, INC., a Florida Corporation, General Partner
By: *Robert J. Trautman*
Printed Name: Robert J. Trautman

Marcia Martin

Marcia Martin
Printed Name

STATE OF FLORIDA
COUNTY OF *Duval* ss:
I, *Trautman*, as President of Kennedy Construction Associates, Inc., a Florida corporation, General Partner of Kennedy II, Ltd, who is personally known to me or who has produced a Florida Notary's license as identification.

The foregoing instrument was acknowledged before me this *16* day of March, 2008, by Robert Trautman, President of Kennedy Construction Associates, Inc., a Florida corporation, General Partner of Kennedy II, Ltd, who is personally known to me or who has produced a Florida Notary's license as identification.



Marianne Perce
My Commission # 00962897
Expires March 7, 2011
Sealed Notary Public, Florida
Signature: _____
Commission Expires: _____

BOCA:108400, v13

COPY

EXHIBIT "A"

Legal Description of the Property

A parcel of land lying in Section 4, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the northwest corner of Open Space Tract No. 21 as shown on Tradition Plat No. 18, recorded in Plat Book 44, Pages 30 thru 44, public records of said St. Lucie County, Florida; thence South 26°43'42" East as a basis of bearings along the northerly line of said Open Space Tract No. 21, a distance of 7.50 feet to the point of beginning of said parcel of land; thence North 63°16'18" East departing said north line, a distance of 57.30 feet; thence South 71°43'42" East, a distance of 35.36 feet; thence South 26°43'42" East, a distance of 256.66 feet to a point of intersection with said northerly line of Open Space Tract No. 21; thence traversing said northerly line by the following two (2) courses:

1. North 56°39'41" West, a distance of 164.93 feet;
2. North 26°43'42" West, a distance of 138.73 feet to the point of beginning.

Containing 0.390 acres, more or less.

:\BOCA\105324_v1.s

COOPY

COOPY

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Rama M. Gornick, Esq.
Buckingham, Doolittle & Burroughs, LLP
5335 Town Center Road, Suite 900
Boca Raton, FL 33486

EXHIBIT "B"

CONSENT OF TRADITION DEVELOPMENT COMPANY, LLC

Tradition Development Company, LLC, as the Master/ Declarant, of Tradition Community Association, Inc., the Master Association, recorded in the Official Records Book 1700, Page 868 in the Public Records of St. Lucie County, Florida, consents to the addition of the property described below:

See attached Exhibit "A"

COOPY

[SIGNATURE PAGES TO FOLLOW]

COOPY

IN WITNESS WHEREOF, Founder, joined by the Association, has executed this consent on the 27th of March, 2006.

Tradition Development Company, LLC, a Florida limited liability company

Mary Christine Moore
Witness

Mary Christine Moore
Printed Name

Printed Name: [Signature]

Title: [Signature]

Witness

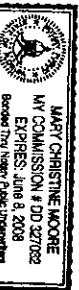
Grace Candona
Printed Name

Printed Name

STATE OF FLORIDA)
COUNTY OF ST. LUCIE) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary Christine Moore the Executive Vice President of TRADITION DEVELOPMENT COMPANY, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of March, 2006.



Mary Christine Moore
Notary Public

Mary Christine Moore

My Commission Expires: _____
Typed, printed or stamped name of Notary Public

COPY

WITNESSES:

Mary Christine Moore

Signature
MAY CHRISTINE MOORE

Printed Name

Signature

CELICE CARROLL

Printed Name

TRADITION COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

By: *J.P. [Signature]*

Printed Name: John P. [Signature]

Title: President (SEAL)

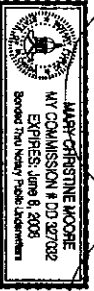
COPIY

COPIY

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by *John P. [Signature]* the *President* of *TRADITION COMMUNITY ASSOCIATION, INC.*, a Florida not for profit corporation. He is personally known to me or has produced *as identification.*

WITNESS my hand and official seal in the County and State last aforesaid this *27th* day of *April* 2006.



Mary Christine Moore
Notary Public

Mary Christine Moore

My Commission Expires: _____
Typed, printed or stamped name of Notary Public

COPIY

This instrument prepared by, and after recording
please return to:

Rana M. Gorzeck, Esquire
Buckingham, Doolittle & Burroughs, LLP
5355 Town Center Road
9th Floor
Boca Raton, Florida 33486

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR HERITAGE OAKS AT TRADITION

This Second Amendment to Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition ("Amendment") is made this 15 day of March 2006 by HOMES BY KENNEDY II, Ltd, a Florida limited Partnership ("Declarant"), whose principal office is located at 600 W. Hillsboro Blvd., Ste. 101, Deerfield Beach, Florida 33441 and by HERITAGE OAKS AT TRADITION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not for profit ("Association") whose principal office is located at 600 W. Hillsboro Blvd., Ste. 101, Deerfield Beach, Florida 33441.

WHEREAS, Declarant has executed and recorded in Official Records Book 2147, Page 1364 of the Public Records of St. Lucie County, Florida a certain "Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition", as amended and supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, Article III, Section 2 of the Declaration provides for the recording from time to time, of an "Amendment" (as defined in the Declaration) to withdraw all or any portion of the property described on Exhibit "A" and Exhibit "B" to the Declaration (hereinafter referred to as "Committed Property") to the provisions of the Declaration; and

WHEREAS, Declarant, as owner of all of the real property described on Exhibit "A" and Exhibit "B", attached hereto and made a part hereof (hereinafter referred to collectively as "Withdrawn Property"), now desires to withdraw the Withdrawn Property from the Declaration; and

WHEREAS, the City of Port St. Lucie has agreed to the withdrawal of the Withdrawn Property, as reflected on the attached Exhibit "C"; and

WHEREAS, prior to the execution and recording of this Amendment, the Withdrawn Property was a portion of the Committed Property; and

NOW, THEREFORE, Declarant, with the consent of the Master Declarant described on Exhibit "D" attached hereto and made a part hereof, hereby makes this Supplement (which is intended to be and is a "Second Amendment" as defined in the Declaration) and hereby declares that the Withdrawn Property described on Exhibit "A" and Exhibit "B" hereto shall no longer be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration.

[SIGNATURE PAGE TO FOLLOW]

COPY

EXHIBIT "A"

Legal Description of the Property

A parcel of land being a portion of Open Space Tract No. 21 as shown on Tradition Plat No. 18, recorded in Plat Book 44, Pages 30 thru 44, public records of St. Lucie County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Open Space Tract No. 21; thence South ~~26°48'42"~~ East as a basis of bearings along the northerly line of said Open Space Tract No. 21, a distance of 146.23 feet; thence South 56°39'41" East along said northerly line, a distance of 369.73 feet to the point of beginning of said parcel of land; thence continue South 56°39'41" East along said northerly line, a distance of 293.85 feet; thence South 89°24'48" East along said northerly line, a distance of 92.35 feet to the northeast corner of said Open Space Tract No. 21; thence South 00°35'12" West along the easterly line of said Open Space Tract No. 21, a distance of 64.39 feet to a point of non radial intersection with a curve concave to the northeast and having a radius of 500.00 feet (the radius point of said curve bears North 09°57'05" East from this point); thence Northwesterly along the arc of said curve, departing said easterly line, thru a central angle of 47°57'16", an arc distance of 418.48 feet to the point of beginning. (The radius point of said curve bears North 57°54'22" East from this point).

Containing 0.353 acres, more or less.

*BCCA110335.MXD

COOPY

COOPY

EXHIBIT "g"

DESCRIPTION: THAT PORTION OF PROPOSED FAIRGREEN ROAD LYING IN THE LIMITS OF FUTURE TRADITION PLAT NO. 18, SAVANNAH AT TRADITION

A PARCEL OF LAND LYING IN SECTION 4, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 4, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF THE PLAT OF PORT ST. LUCIE SECTION THIRTY FIVE, RECORDED IN PLAT BOOK 15, PAGES 10, 10A THRU 10P, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°35'12" WEST AS A BASIS OF BEARINGS ALONG THE EAST LINE OF THE NORTHEAST ONE QUARTER OF SAID SECTION 4 AND THE WEST LINE OF SAID PLAT, A DISTANCE OF 595.01 FEET; THENCE NORTH 89°24'48" WEST DEPARTING SAID EAST LINE AND SAID WEST LINE, A DISTANCE OF 709.91 FEET A POINT OF INTERSECTION WITH THE NORTHERLY LINE OF FUTURE TRADITION PLAT NO. 18, SAVANNAH AT TRADITION AND TO THE POINT OF BEGINNING; THENCE SOUTH 56°39'41" EAST ALONG SAID NORTHERLY LINE, A DISTANCE OF 204.80 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 500.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 57°54'21" EAST FROM THIS POINT); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE DEPARTING SAID NORTHERLY LINE, THRU A CENTRAL ANGLE OF 47°37'16", AN ARC DISTANCE OF 418.48 FEET TO A POINT OF NON RADIAL INTERSECTION WITH THE EASTERLY LINE OF SAID FUTURE TRADITION PLAT NO. 18 (THE RADIUS POINT OF SAID CURVE BEARS NORTH 05°57'05" EAST FROM THIS POINT); THENCE SOUTH 00°35'12" WEST ALONG SAID NON RADIAL/EASTERLY LINE, A DISTANCE OF 101.12 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 600.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 08°22'48" EAST FROM THIS POINT); THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE DEPARTING SAID EASTERLY LINE, THRU A CENTRAL ANGLE OF 54°53'30", AN ARC DISTANCE OF 574.82 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 26°43'32" WEST ALONG SAID LINE, A DISTANCE OF 130.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.294 ACRES, MORE OR LESS.

COPIE

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Rana M. Gorzeck, Esq.
Buckingham, Doolittle & Burroughs, LLP
5355 Town Center Road, Suite 900
Boca Raton, FL 33486

COOPY
EXHIBIT "C"
CONSENT OF THE CITY OF PORT ST. LUCIE

The City of Port St. Lucie hereby consents to the withdrawal from the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition for Homes By Kennedy II, Ltd. recorded at Official Records Book 2147, Page 1364 of the Public Records of Saint Lucie County, Florida, of the real properties described below:

Exhibits "A" and "B" attached to this Amendment and made a part hereof.

COOPY

[SIGNATURE PAGE TO FOLLOW]

COOPY

IN WITNESS WHEREOF, the City of Port St. Lucie, by its proper officials, has hereunto set its hands and seal on 8 day of March 2006.

CITY OF PORT ST. LUCIE

Mary Ann Vesillo
 Witness
 Printed Name: Mary Ann Vesillo
 Title: City Clerk

Denise M. French
 Witness
 Printed Name: Denise M. French
 Title: City Clerk

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 8 day of March, 2006 by CONNIE R. BARKER on behalf of the City of Port St. Lucie. I who is personally known to me or who has produced a Florida driver's license as identification.

Mary Ann Vesillo
 My Commission Expires: 03/03/07
 Seal

Mary Ann Vesillo
 Notary
 Printed Notary Name: Mary Ann Vesillo
 My Commission Expires: 03/03/07

4800CA107193_019

COPY

THIS INSTRUMENT PREPARED
BY AND RETURN TO:
Rana M. Garza, Esq.
Buckingham, Boehle & Arrington, LLP
5335 Town Center Road, Suite 500
Boca Raton, FL 33486

EXHIBIT "D"
CONSENT OF TRADITION DEVELOPMENT COMPANY, LLC

Tradition Development Company, LLC, as the Master Declarant, of Tradition Community Association, Inc, pursuant to the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition, recorded in Official Records Book 2147, Page 1364 in the Public Records of St. Lucie County, Florida, consents to the withdrawal of the properties described below:

Exhibits "A" and "B" attached to this Amendment and made a part hereof

COPY

[SIGNATURE PAGES TO FOLLOW]

COPY

IN WITNESS WHEREOF, Founder, joined by the Association, has executed this consent on the 27th of March, 2006.

Tradition Development Company, LLC, a Florida limited liability company

Mary Christine Moore
Witness
Mary Christine Moore

Printed Name: James H. Anderson
Title: Executive Vice President

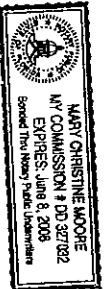
Printed Name _____
Witness _____

STATE FLORIDA
Printed Name

STATE OF FLORIDA)
COUNTY OF ST. LUCIE) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary Christine Moore, the Wife of James H. Anderson of TRADITION DEVELOPMENT COMPANY, LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of March, 2006.



Mary Christine Moore
Notary Public
Mary Christine Moore

My Commission Expires: _____
Typed, printed or stamped name of Notary Public

COPY

WITNESSES:

Mary Christine Moore
Signature Mary Christine Moore
Printed Name

Printed Name
Signature
STATE ARIZONA
Printed Name

TRADITION COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation

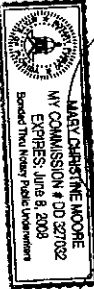
BY: *Mary Christine Moore*
Printed Name: Mary Christine Moore
Title: President
(SEAL)

COPY

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Mary Christine Moore the President of TRADITION COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation. Her is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of April 2006.



Mary Christine Moore
Notary Public
Mary Christine Moore

My Commission Expires: _____
Typed, printed or stamped name of Notary Public

COPY

TS/

Instrument Prepared By
and Record & Return To
Todd E. Surber, Esq.
c/o Independence Title
205 NE 5th Street
Delray Beach, FL 33444

COPY

AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS

FOR

HERITAGE OAKS AT TRADITION

This Amendment is made as of the 26 day of March, 2007 by HOMES BY KENNEDY II, LTD., a Florida limited partnership, hereinafter referred to as ("DEVELOPER").

WHEREAS, the Declaration of Restrictions and Protective Covenants for HERITAGE OAKS AT TRADITION, was recorded on January 28, 2005 in O.R. Book 2147, Page 1364 of the Public Records of St. Lucie County, Florida; and

WHEREAS, the following legally described real property is held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the terms and conditions, of the aforesaid Declaration of Condominium, hereinafter referred to as ("Declaration"), and any and all Amendments thereto:

LEGAL DESCRIPTION

All of the Plat of TRADITION PLAT NO. 18, according to the Plat thereof, as recorded in Plat Book 44, Pages 30 through 44, inclusive, of the Public Records of St. Lucie County, Florida.

WHEREAS, Developer desires to execute and record this Amendment to the Declaration as hereafter set forth.

COPY

NOW, THEREFORE, Developer herein Amends the Declaration of Restrictions and Protective Covenants as follows:

1. ARTICLE IX - MATTERS CONCERNING THE WATERMANAGEMENT TRACTS AND EASEMENTS. There shall be added a new paragraph at the end of Section I to the aforescribed Article IX that shall read as follows:

The SFWMD Permit No. 56-01569-P is attached to this Amendment as Exhibit "A". Copies of the permit and any future SFWMD permit actions shall be maintained by the Association's Registered Agent for the Association's benefit.

IN WITNESS WHEREOF, Developer has executed this Amendment on the date set forth above.

Homes By Kennedy II, Ltd, a Florida limited partnership

By: Kennedy Construction Associates, Inc. a Florida corporation, General Partner

By: Robert J. Trautman, Resident

Signed and sealed in the presence of:

Witness
Witness
Witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Amendment was acknowledged before me, this 24 day of March, 2007, by Robert J. Trautman, President of Kennedy Construction Associates, Inc., General Partner, of Homes By Kennedy II, Ltd., on behalf of the partnership, who is personally known to me and who did not take any oath.

Notary Public - State of Florida
MARIAWNE PESCE
MY COMMISSION # DB 59786
EXPIRES March 7 2011
Before This Day Past, I saw

My commission expires:

COPIES

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3125483 10/26/2007 at 01:34 PM
OR BOOK 2897 PAGE 1437 - 1442 Doc Type: CTF
RECORDING: \$52.50

This instrument was prepared by
and to be returned to:
Steven G. Rappaport, Esquire
Sachs & Sax
301 Yamato Road, Suite 4150
Boca Raton, FL 33431
(561) 237-6888

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR
HERITAGE OAKS AT TRADITION**

WHEREAS, The Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition is recorded in Official Records Book 2147, at Page 1364, of the Public Records of St. Lucie County, Florida.

WHEREAS, pursuant to the amendment procedures described in Article XIV, Section 5, of the referenced Declaration, Declarant has the right to alter or amend the Declaration as it deems necessary and/or appropriate by the Declarant alone, without requiring the consent of any other party;

WHEREAS, the Declarant desires to amend the Declaration by amending Article VIII, Section 19 as indicated on Exhibit "A" attached hereto;

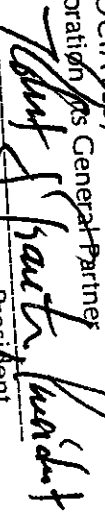
NOW THEREFORE, the undersigned hereby certifies that the attached Amendment to the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition, is a true and correct copy of the amendment approved by the Declarant.


DATED this 25 day of OCTOBER, 2007.

HOMES BY KENNEDY II, LTD., a Florida
Limited Partnership

WITNESSES:


Signature

BY: KENNEDY CONSTRUCTION
ASSOCIATES, INC., a Florida
corporation
BY: 
Robert J. Trautman, President

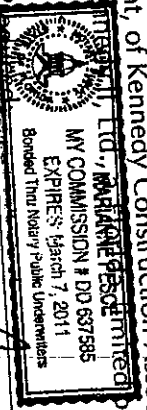

Print Name

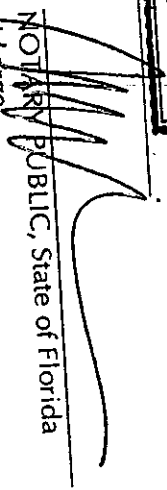
STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 25 day of Oct, 2007, by Robert J. Trautman, as President of Kennedy Construction Associates, Inc., a Florida corporation, as general partner of Homes by Kennedy, a Florida limited partnership, who is Personally Known

or Produced Identification I

Type of Identification P




NOTARY PUBLIC, State of Florida
4 1/2 Large

(SEAL)

Exhibit "A"

AMENDMENT TO THE
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR HERITAGE OAKS AT TRADITION

The Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition is recorded in Official Records Book 2147, at Page 1364, of the Public Records of St. Lucie County, Florida.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article VIII, Section 19 of the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition ("Declaration") shall be deleted in its entirety and replaced as follows:

Section 19. Conveyances and Leases. In order to assure a community of congenial residents and thus protect the value of the Lots, the selling and leasing of Lots shall be subject to the provisions identified herein:

- a. Prior to any sale, each Owner shall provide the Association with written notice of any sale of his or her Lot for the purpose of updating the Association's records relative to the Ownership of said Lot. Further, the Board of Directors shall have the authority, but not the obligation, to require a uniform form to be filled out by any prospective purchaser, and may charge a reasonable transfer fee in the amount of One Hundred Dollars (\$100.00) per applicant to the Owner of the Lot and/or to the prospective purchaser of the Lot, including, but not limited to, for the purposes of offsetting any administrative costs that the Association may incur in processing any such information form.
- b. No lease of any interest in a Lot shall commence without the Lot Owner having first obtained the written approval of such lease by the Association. Any lease agreement in effect as of the effective date of this amendment shall be deemed approved. However, any renewal or extension of any existing lease, and all new leases after the effective date of this amendment, shall be subject to the provisions of this Section 19.

- c. The Lot Owner shall notify the Association, in writing on an application form provided by the Association, of his/her intention to lease his/her Lot. The name, address, and telephone number of the prospective lessee and a copy of the Lease

Agreement must be provided to the Association, not less than thirty (30) days prior to the lease of the Lot. The application must indicate the date when such lease is to take place.

d. Within thirty (30) days after the receipt of a completed application, the Association shall either approve or disapprove of the lease. Disapproval of a lease shall not be arbitrary, but any lessee who is disapproved by the Association shall not be entitled to take possession of the Lot.

e. Any and all lease agreements between an Owner and a lessee of a Lot shall be in writing, shall provide for a term of not less than six (6) months and must provide that the lease shall be subject, in all respects, to the terms and provisions of this Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. No Lot shall be subject to more than two (2) leases in any twelve-month period.

f. Security Deposit. The Association has the right to require, as a condition to permitting the leasing of a Lot, the depositing with the Association of a security deposit up to one (1) month's rent or the highest amount allowable by law, made by either the lessor or lessee, which may be placed in a co-mingled account without interest. Upon termination of occupancy of the Lot by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful or negligent act(s) of the lessee or his invitees, tenants or guests, including, but not limited to, damage to the Common Areas, or to pay off any fine that has been properly levied against the Owner or Lessee. Any amounts remaining from the security deposit after such amounts are deducted shall be returned to the lot Owner or Lessee who deposited same, by the Association, not later than fifteen (15) days from the date of notice to the Association of the termination of the occupancy of the Lot by Lessee.

g. Application Fees. The Association may charge an application fee in connection with the lease of any Lot in an amount not to exceed One Hundred Dollars (\$100.00) per lease. Said fee shall be remitted to the Association at the same time as the Lot Owner provides notice of such lease as provided in subsection (b) of this Section 19. The application provided by the Association may also require any further information that the Association may reasonably require for purposes of screening applicants.

including but not limited to, criminal background check, credit history, and financial background. In addition to the One Hundred Dollar (\$100.00) application fee identified above, the Association shall also have the authority to charge the actual costs of any such criminal background check, credit check or other background checks performed by the Association.

h.

The provisions of this Section 19 shall apply to all leases. If a Lot Owner shall lease his/her Lot, he/she shall remain liable for the performance of all of the agreements and covenants in the Association documents, and shall be liable for any violations by his/her lessee of any and all use restrictions.

i.

The lessee may be required to meet with the Association or a Committee thereof to acknowledge that he/she takes occupancy subject to, and agrees to abide by the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. Such meeting may take place after the Association has received the name, address and telephone number of the prospective lessee or a copy of the lease, and prior to the date of occupancy.

j.

The Lot Owner must furnish the prospective lessee with a copy of the Declaration, the Articles of Incorporation, Bylaws and the Rules and Regulations of the Association. If the Lot Owner does not have a copy of such documentation, then the Lot Owner will be required to obtain copies from the Association at a reasonable cost at the time of application.

k.

Notwithstanding anything to the contrary contained in this Declaration, the Board of Directors shall have the authority to promulgate additional rules and regulations governing the leasing of Lots, including, but not limited to, the authority to promulgate a rule restricting the leasing of Lots to no more than a certain percentage of the total Lots within the Property, which percentage may be determined in the sole and absolute discretion of the Board of Directors from time to time.

l.

Without limiting the Association's ability to disapprove any lease, if an Owner is delinquent in the payment of any assessment or other monies owed to the Association, the Association may disapprove any lease for this reason alone. Additionally, the Association may disapprove a lease if the Owner of said Lot, is deemed by the Association to be in violation of any provision(s) of this Declaration, or the Articles of Incorporation, Bylaws or Rules & Regulations. Additionally, the Association shall have the authority to disapprove a lease

of any Lot for the following reasons, and such reasons shall be deemed reasonable:

(1) Where the prospective lessee, by taking title to the Lot, would automatically be in violation of any of the Association's governing documents including, but not limited to, the Declaration, Articles of Incorporation, Bylaws and/or Rules and Regulations of the Association.

(2) Where the prospective lessee has an extensive, recent criminal history, and is, therefore, deemed a threat to the community, or is a registered sexual offender or predator pursuant to Florida law.

m. There shall be no subleasing of a Lot.

n. Guests, other than an immediate family member, which shall be defined as an Owner's or Tenant's spouse, parents, siblings, children or grandparents, who are not paying rent to the Owner, shall be prohibited from occupying a Lot without the Owner or Tenant in residence for a period in excess of thirty (30) days in any twelve-month period. Any guest who will be occupying a Lot without the Owner or Tenant in residence for a period in excess of thirty (30) days in any twelve-month period shall be considered a tenant and subject to approval by the Association as provided in this section.

o. With respect to any tenant or any person present on any Lot or any portion of the Properties other than an Owner and the members of his immediate family permanently residing with him on the Lot, if such person materially violates any provision of this Declaration, the Articles or Bylaws, or if such person is a source of annoyance to the residents of the Properties, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Properties, and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Properties and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys fees, may be assessed against the applicable Owner, and the Association may collect such assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

D.

Notwithstanding anything to the contrary contained in this Section, any of the powers that may be exercised by the Board of Directors pursuant to this Section may also be exercised by a designee of the Board of Directors, such as, but not limited to, any committee appointed by the Board of Directors or by the management company.

9.

Acceptance of Responsibility. Prior to the leasing of any home or Property within Heritage Oaks, the Owner may be required to sign a "Notice of Acknowledgment" formally accepting financial responsibility for any damages caused by the tenant or lessee, whether civil or criminal, leading to an out of pocket expense for the Association or another Owner.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3321095 03/13/2009 at 11:13 AM
OR BOOK 3068 PAGE 2549 - 2552 Doc Type: REST
RECORDING: \$35.50

Prepared by and return to:
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SIXTH AMENDMENT TO THE DECLARATION OF
RESTRICTIONS AND PROTECTIVE COVENANTS FOR
HERITAGE OAKS AT TRADITION

WHEREAS, the Declaration of Restrictions and Protective Covenants for Heritage Oaks at Tradition was recorded in Official Records Book 2147, Pages 1364 of the Public Records of Saint Lucie County, Florida, and subsequently amended as recorded in Official Records Book 2611, Page 741; Official Records Book 2700, Page 94; Official Records Book 2700, Page 100; Official Records Book 2799 Page 2747; and Official Records Book 2897, Page 1437 of the Public Records of Saint Lucie County, Florida (hereinafter collectively referred to as the "Declaration"); and,

WHEREAS, the Declaration provides for amendments to the Declaration to be made by Declarant, as set forth in Article XIV, Section 5.B of the Declaration; and,

WHEREAS, Homes by Kennedy II, Ltd, LP, a Florida Limited Partnership is the Declarant designated by Article II, Section (g) of the Declaration; and,

WHEREAS, Declarant remains in control of the Heritage Oaks at Tradition Homeowners Association, Inc., and possesses the authority to amend the Declaration.

NOW THEREFORE, the Declaration is further amended as set forth herein (additions to prior language are reflected by DOUBLE UNDERLINING; deletions to prior language are ~~STRUCK THROUGH~~).

1. The above-referenced recitals are true and correct and incorporated herein by reference.
2. The approved amendment to the Declaration is attached hereto as Exhibit "A."
3. Except as otherwise expressly stated herein, the terms and conditions of the Declaration as previously amended are hereby reaffirmed.

EXHIBIT "A"

1. A new sentence is added to the end of the existing Article IV, Section 2, Class B, which shall read:

Declarant shall always be entitled to cast the vote(s) allocated to any Lot(s) owned by Declarant at any meeting of the Members of the Association.

2. A new paragraph is added to the existing Article VI, Section 7 which shall read:

In the event of turnover of control of the Association from Declarant, or the Declarant's sale of Lots, whether improved or vacant, to a successor Declarant, the following Assessments shall be levied against said lots owned by Declarant and/or a successor Declarant:

a. Vacant Undeveloped Lots: \$3.83 per month.

b. Vacant Developed Lots: \$3.83 per month.

c. Lots with a dwelling under construction: \$3.83 per month.
(Until a residence is completed, the Declarant and/or successor Declarant will only utilize voting rights, Declarant rights, access rights and the new rights detailed in Paragraph #3 below).

d. Developed Townhomes issued a Certificate of Occupancy but that remain unsold and unoccupied and do receive monthly lawn maintenance service and irrigation maintenance service, but not cable television, high speed internet, alarm monitoring service or amenity rights: \$23.83 per month, plus the then current monthly water service charge, which is currently \$22.50.

e. Developed Single Family Homes issued a Certificate of Occupancy but that remain unsold and unoccupied and do receive monthly lawn maintenance service and irrigation maintenance service, but not cable television, high speed internet, alarm monitoring service or amenity rights: \$41.83 per month, plus the then current monthly water service charge, which is currently \$22.50.

\$41.83 per month, plus the then current monthly water service charge, which is currently \$22.50.

The Association may impose an increase to the assessments on the Lots described in this Paragraph of up to 4% each year on January 1st without prior written approval of the Declarant and/or successor Declarant.

3. Four new sentences are added to the end of the existing Article XII:

For as long as Declarant, its successors, successors-in-title, assigns, affiliated companies and/or a successor Declarant owns any Lot in Heritage Oaks at Tradition, Declarant and/or a successor Declarant shall have complete and unrestricted access to all common elements, including the Clubhouse (for viewing only), for sale and marketing of Declarant's and/or a successor Declarant's unsold Lot(s) as well as the right to operate and maintain sales offices within the Community, place sales signage, flags, etc, within the Association or Declarant/Developer owned property. Such sales signage and offices will be well kept and maintained by the Declarant/Developer at the expense of the Declarant/Developer.

Declarant, its successors, successors-in-title, assigns, affiliated companies and and/or successor Declarant's agents and employees shall also have access to remote controls and/or codes needed to activate any gate system which may be installed on the Property for the purposes of marketing the Declarant's and/or a successor Declarant's unsold Lot(s). The Declarant/Developer shall have the right to leave entry gates open during normal daytime business hours to prevent construction related damage to the entry gates.

Declarant, its successors, successors-in-title, assigns, affiliated companies and and/or successor Declarant's agents and employees shall also have the right to unrestricted construction access for contractors and sub-contractors to construct new units and models, to include the use of Declarant and/or successor Declarant/Developer owned lots for short term material storage, dumpster storage and port-o-lets.

Declarant, its successors, successors-in-title, assigns, affiliated companies and and/or successor Declarant's agents and employees shall also have the right to complete and build out the community as per plans approved by the City of Port St. Lucie to include houses, townhouses and townhouse common areas.

4. All other provisions of the Declaration not amended by this Sixth Amendment shall remain in full force and effect as currently existing.

5. This Sixth Amendment shall take effect upon recording in the Official Records of Saint Lucie County, Florida.

Heritage Oaks at Tradition Homeowners' Association, Inc.

FINAL OPERATING BUDGET CALENDAR YEAR 2009

(Based on 621 Units: 524 Single Family Homes; 97 Townhomes)

Note: These amounts are estimates only and may change without notice.

	Annual	Monthly	Monthly Per Unit
GENERAL EXPENSES (All 621 Units):			
Administrative Expense:	\$ 5,000	\$ 417	\$ 0.67 x
Accounting Fees	10,000	833	1.34
Administrative Expenses	20,000	1,667	2.68
Insurance	10,000	833	1.34
Legal Fees	62,597	5,216	8.40
Management Fees	2,000	167	0.27
Taxes, Permits and Fees	<u>\$ 109,597</u>	<u>\$ 9,133</u>	<u>\$ 14.71</u>
Landscaping, Irrigation and General Maintenance:			
Landscaping Maintenance - Common Area	\$ 140,000	\$ 11,667	\$ 18.79
Landscaping Fertilization	35,000	2,917	4.70
Landscaping Extras	6,000	500	0.81
Irrigation Service - Individual Lots (Tradition Irrigation Co.)	167,670	13,973	22.50 y
Irrigation Service - Common Areas (Tradition Irrigation Co.)	13,428	1,119	1.80
Fountain Maint. & Repairs - Common Area and Lots	75,000	6,250	10.06
Maintenance of Oak Hammocks	5,000	417	0.67
Pool Maintenance	9,000	750	1.21
Clubhouse Maintenance/Janitorial	12,000	1,000	1.61
Gates Maintenance	14,400	1,200	1.93
Security Service	10,000	833	1.34
Electric Service (including pool heating)	20,000	1,667	2.68
Water	55,000	4,583	7.38
Telephone	7,800	650	1.05
Reserves - Storm Damage	3,500	292	0.47
Reserves - Roads	5,000	417	0.67 x
Reserves - Pool/Pumps/Heaters	5,000	417	0.67 x
Reserves - Entry/Tower/Fountain	4,500	375	0.60 x
Reserves - Clubhouse Equipment	2,500	208	0.34 x
Reserves - Clubhouse Roof Maint./Replacement	2,500	208	0.34 x
Reserves - Clubhouse Paint	1,720	143	0.23 x
	2,280	190	0.31 x
	<u>\$ 597,298</u>	<u>\$ 49,775</u>	<u>\$ 80.15</u>
Subtotal - Community Wide General Expenses	<u>\$ 706,895</u>	<u>\$ 58,908</u>	<u>\$ 94.86</u>
SINGLE FAMILY SPECIFIC EXPENSES (524 Units):			
Landscaping Maintenance - Single Family Homes	<u>\$ 238,944</u>	<u>\$ 19,912</u>	<u>\$ 38.00 y</u>
TOWNHOME SPECIFIC EXPENSES (97 Units):			
Landscaping Maintenance - Townhomes	\$ 23,280	\$ 1,940	\$ 20.00
Reserve - Mail Kiosk	926	77	0.80
Reserve - Roof Repair/Maint/R. Replacement (20 years)	12,000	1,000	10.31
Reserve - Building Painting (5 years)	20,000	1,667	17.18
	<u>\$ 56,206</u>	<u>\$ 4,684</u>	<u>\$ 48.29</u>
MASTER HOA FEE (All 621 Units):			
Common Area Maintenance	\$ 216,108	\$ 18,009	\$ 29.00
Home Town Cable (Basic Cable, DSL, Alarm Monitoring)	743,859	61,988	99.82
	<u>\$ 959,967</u>	<u>\$ 79,997</u>	<u>\$ 128.82</u>
TOTAL	<u>\$ 1,962,012</u>	<u>\$ 163,501</u>	

SUMMARY

	Annual	Monthly	Monthly Per Unit			
SINGLE FAMILY HOMES						
Community Wide General Expenses	\$ 596,478	\$ 49,706	\$ 94.86	Monthly	Quarterly	Capital Contribution
Single Family Specific Expenses	238,944	19,912	38.00			
	835,422	69,618	132.86			
Master HOA Fee	810,020	67,502	128.82			
	<u>\$ 1,645,442</u>	<u>\$ 137,120</u>	<u>\$ 261.68</u>	<u>\$ 262.00</u>	<u>\$ 786</u>	<u>266.36</u>
TOWNHOMES						
Community Wide General Expenses	\$ 110,417	\$ 9,201	\$ 94.86			
Townhome Specific Expenses	56,206	4,684	48.29			
	166,623	13,885	143.15			
Master HOA Fee	149,946	12,496	128.82			
	<u>\$ 316,570</u>	<u>\$ 26,381</u>	<u>\$ 271.97</u>	<u>\$ 272.00</u>	<u>\$ 816</u>	<u>286.36</u>
TOTAL	<u>\$ 1,962,012</u>	<u>\$ 163,501</u>				