

This Instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE
MASTER DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
HERITAGE HARBOUR**

THIS AMENDMENT is made this 21 day of APRIL, 2011, by LENNAR HOMES, LLC, a Florida Limited Liability Company, hereinafter called the "Declarant" to the Master Declaration of Covenants, Conditions and Restrictions for HERITAGE HARBOUR ("Declaration").

WHEREAS, the Declaration was originally recorded in Official Records Book 1753, Page 6520 through 6624, and as later re-recorded in Official Records Book 1768 at Pages 1307 through 1417, Public Records of Manatee County, Florida; and

WHEREAS, Harbourvest, L.L.C., a Florida Limited Liability Company, was the original Developer; and

WHEREAS, pursuant to Section 15.2 of this Declaration, the Declarant reserved the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created or provided for by this Declaration or by an other recorded instrument; and

WHEREAS, Harbourvest, L.L.C. completely assigned all of its development rights, powers, duties, and privileges created or provided by this Declaration to Lennar Homes, LLC; and

WHEREAS, Lennar Homes, LLC now holds all rights, powers, duties, and privileges created or provided by this Declaration and all references to "Developer" or "Declarant" now refer to Lennar Homes, LLC; and

WHEREAS, pursuant to Section 19.10 of this Declaration, the Declarant reserved, in its sole discretion, the right to unilaterally modify or amend the governing documents so long as a Developer holds any property for sale in the ordinary course of Business within the Community; and

WHEREAS, a Developer holds property for sale in the ordinary course of Business within the Community; and

WHEREAS, Declarant is desirous of amending Section 5.16 of this Declaration pursuant to its reserved right to amend;

NOW, THEREFORE, Section 5.16 shall be amended as follows:

(NOTE: New language is underlined; language being deleted is shown in ~~strike-through type~~)

5.16 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected, exhibited, inscribed, displayed or painted or affixed anywhere within or upon the Community, including in windows and on motor vehicles. The Board of Directors and Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. ~~If any sign is erected in violation of this provision, the Declarant, the Association, a CDD, or any Neighborhood Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of \$100.00/day for each day's violation and suspend the violator's use privileges of the Community Common Areas. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. To the extent that the Association is unwilling or otherwise fails to enforce this restriction on "signs", the Declarant retains the right to unilaterally enforce this sign restriction. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant, nor to entry and directional signs installed by Declarant, and signs required by law. Notwithstanding the foregoing, no Owner may erect or display any signs in or on any Lot, Living Unit, or structure, except that one (1) oval "For Sale" or one (1) oval "For Rent" sign no larger than ten (10) inches in height and no more than eighteen (18) inches in width is permitted. The sign shall conform to the drawing depicted on the attached sheets and shall have a dark green background with white lettering and numbering. The party seeking to erect or place a sign on their property shall be required to purchase the sign and sign post. Owner's right to install a sign shall be further subjected to the following restrictions and those which may be later promulgated by the Architectural Review Committee:~~

- a. The sign shall only contain the telephone number and the name of either the homeowner or the real estate company listing the property, if any;
- b. Telephone number letters shall not exceed four (4) inches in height and the lettering indicating the homeowner or real estate company shall not exceed two (2) inches in height;
- c. The signs shall be oval in shape and shall have a dark green background with white lettering;
- d. For single-family homes and villas, one (1) oval "For Sale" sign may be located in the front of the property, no closer than fifteen (15) feet from the street pavement;
- e. For condominiums, one (1) oval "Fore Sale" sign is permitted;

- f. For single family homes, villas, and condominiums, one (1) oval "For Rent" sign may be located in one (1) window of the home or condominium.
- g. All signage must be removed from the site upon signing of a contract;
- h. No "Sale Pending" or "Sold" signs are allowed;
- i. Note: Notwithstanding the foregoing, the individual neighborhood associations may prevent, prohibit, or impose additional restrictions on the placement of signs in their respective neighborhoods;
- j. The Architectural Review Committee may require that all signs installed or placed within the community be constructed or installed by a vendor designated and approved by the Association, in order to insure conformity with these restrictions.

If any sign is erected in violation of this provision, the Declarant, the Association, a CDD, or any Neighborhood Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of \$100.00/day for each day's violation and suspend the violator's use privileges of the Community Common Areas. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. To the extent that the Association is unwilling or otherwise fails to enforce this restriction on "signs," the Declarant retains the right to unilaterally enforce this sign restriction. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant or any builder, nor to entry and directional signs installed by Declarant or any builder, and signs required by law.

IN WITNESS WHEREOF, we have hereunto affixed our hands and seal of the said corporation, this 21 day of APRIL, 2011

LENNAR HOMES, LLC
a Florida Limited Liability Company

WITNESSES:

Carolyn Jean Patten
Print Name: Carolyn Jean Patten

Matt Henry
Print Name: MATT HENRY

By: Darin McMurray
Print Name DARIN McMURRAY
Title P.

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2011 by DARIN McMURRAY, as V.P. of Lennar Homes, LLC, a Florida Limited Liability Company, on behalf of the company. He/She is personally known to me or has produced _____ as identification and did not take an oath.



(Notary Seal)

Deanna J. Craft
Notary Public
Deanna J. Craft

Printed Name of Notary



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border) mounted to metal step stake



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border)



STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a
true and correct copy of the documents on
file in my office.

On this copy has been made a true and correct copy of the documents on
file in my office.

Witness my hand and official seal this

____ day of _____, 20____

R. B. "CHIPS" SHORE

Clerk of Circuit Court

Cy _____ D.C.