



Homeowners' Association

■ Declaration of Restrictions | 05.01.1979

PRESIDENT

Steven Taylor
sctaylor53@icloud.com

TREASURER

Luanne King
ordk9bow@gmail.com

SECRETARY

Abner Louissaint
alouissat@gmail.com

ADDRESS

2004 Longmeadow
Sarasota, FL 34235.1844

Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4

■ Whereas, Taylor Woodrow Blitman Property Corp. of Florida, a corporation under the laws of the State of Florida, herein called the Developer, being the owner of the following described property in Sarasota County, Florida:

Lots 60 through 77; inclusive, of The Meadows, Unit 4, as per plat thereof recorded in Plat Book 25, Pages 9, 9A through 9D, Public Records of Sarasota County, Florida, hereafter referred to as "Heatherwood."

Whereas, the lots in "Heatherwood" are to be improved and developed by Developer as villa housing with two living units being under a common roof and within a common building but separated at certain platted lot lines shown on the above plat by a single 8-inch concrete block party wall; the tracts are to be improved with landscaping; individual lots and that portion of the living unit thereon will be conveyed on a fee simple basis but, because of the characteristics of villa housing, party walls, the close proximity of living units, and the need for a method to maintain and care for the improvements of the tracts, the Developer desires to impose upon "Heatherwood" these restrictions under a general plan of improvement for the benefit of "Heatherwood" and all of the land in The Meadows;

Now, therefore, developer hereby declares that all of the property described above is and shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of which are in furtherance of a plan for the The Meadows and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land and every part thereof. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in the above described lots:

1. MEADOWOOD MEMBERSHIP

■ All owners of the above described lots shall be required to become a member of The Meadowood Management Co. (hereinafter called Meadowood) as set forth in the Declaration of Maintenance Covenants recorded in Official Records Book 1113, Page 715, and amendment thereto recorded in Official Records Book 1137, Page 1968, in the Public Records of Sarasota County, Florida; and all the terms and provisions thereof shall be binding upon the benefits inure to each owner of the above described lots.

2. HEATHERWOOD MEMBERSHIP

■ All owners of lots in "Heatherwood" shall be required to become members of Heatherwood Association, Inc. (hereinafter called Heatherwood Association), and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots. The primary purpose of Heatherwood Association is to insure to all owners in "Heatherwood" that the plantings, grounds, and exteriors of all villas are properly maintained and cared for, to insure that the restrictions herein contained are properly enforced and generally to protect and preserve the quality of "Heatherwood."



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Heatherwood Association shall have the right and obligation to levy assessments for the purpose of maintenance of any of the plantings, grounds, and exterior of any of the villas, and for the purpose of carrying out any of its duties and purposes set forth herein, in its *Articles of Incorporation*, or its *Bylaws*, and to take such action as is hereinafter provided to enforce collection of such assessments.

Each lot in "Heatherwood" shall be entitled to one vote at Association meetings in conformity with the *Articles* and *Bylaws* of Heatherwood Association.

The manner of assessment and thus the sharing of general expenses of Heatherwood Association shall be apportioned among the lots in Heatherwood Section with each lot to share equally in said expenses.

The term "general expense shall include all general expenses allowable to all of the lots in "Heatherwood," and shall also include the costs of maintenance of the landscaping, plantings, trees, lawns, flowers, irrigation system, driveway and pavement on all of the lots even though the particular planting, tree, flower, etc. for which funds are being expended is only located on one lot, excepting areas within garden walls of each villa which areas shall be maintained by the individual lot owner.

The costs of maintenance and repair of the exterior of the villa units shall be assessed to the lot owner, or owners, of the particular villa, or villas, upon which the maintenance and repair is performed. This shall not be a "general expense."

The foregoing apportionment is based upon several factors including the sizes, types and values of the lots and residences situate thereon and is deemed by Developer to be a fair and equitable apportionment of the sharing of assessments and expenses of Heatherwood Association. The budgeting, timing, method of making and collecting such assessments, the lien and enforcement methods, reserve provisions and all other matters relating to same, except the amounts of such assessments as set forth aforesaid, shall be as set forth in Paragraphs 14 through 17, inclusive, of the *Declaration of Maintenance Covenants for Meadowood*. All of the rights given to Meadowood with respect thereto shall be applicable to Heatherwood Association as if set forth herein verbatim.

3. OBLIGATIONS OF HEATHERWOOD ASSOCIATION

■ Developer will convey each of the above described lots to individual owners at such time as Developer deems appropriate. Immediately upon conveyance of such lots, Heatherwood Association shall undertake the following responsibilities and liabilities:

(a) Heatherwood Association shall properly maintain all of the landscaping, plantings, trees, lawns, flowers, irrigation system, footpaths, driveways, and pavement located on the above lots. Heatherwood Association shall also properly maintain and repair the exterior of all villa units including walls, roofs, windows, and doors. Heatherwood Association shall maintain and care for same in a first-class manner with a view toward creating in "Heatherwood" a uniformity of appearance for the benefit of all property owners in "Heatherwood."

(b) Heatherwood Association shall maintain and care for all driveways located upon the lots within "Heatherwood" and no individual lot owner may or shall be required to repair, replace or maintain any driveway pavement located on his lot or located between the respective lot lines and Heatherwood Lane or Ringwood Meadow. The purpose in Heatherwood Association maintaining all such pavement is to create a uniform and well cared for appearance of all the driveways in "Heatherwood."

(c) Heatherwood Association shall obtain and maintain public liability insurance insuring itself and the lot owners as members of Heatherwood Association, as their respective interest may appear, in such amount as the Board of Directors may deem appropriate. The premiums for all such insurance shall



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be a part of the general expenses. The Board of Directors shall have authority to compromise and settle all claims by or against Heatherwood Association from time to time. Nothing herein contained shall be construed to relieve lot owners from responsibility of procuring and maintaining casualty and public liability insurance covering losses which may occur to his residence or on or about his lot as he may deem appropriate nor to shift a lot owner's liability to Heatherwood Association.

(d) The Heatherwood Association shall obtain and maintain in force insurance for the full insurable value on all permanent improvements located on any of the above lots, including the villa units. The Association shall maintain this insurance because of the obligation of maintenance of the exterior of the villa units and because of the difficulty of apportionment of the costs of repair in the event of damage to a unit of more than a cosmetic nature and, to this extent, the Association is appointed the agent of the lot owners. The premiums for all such insurance shall be a part of the "general expense."

The costs of repair or rebuilding part or all of a villa unit which exceed the insurance proceeds shall be borne by the owner of the lot, or lots, upon which the villa is being repaired or rebuilt.

(d) Enforce all of the terms, covenants, and provisions of these restrictions.

4. LAND USE AND BUILDING TYPE

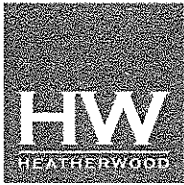
■ No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than the one single-family dwelling not to exceed two stories in height and a private garage or carport made a part of the dwelling house that is constructed thereon by Developer and such replacements thereof as may be occasioned by fire or other casualty or wear and decay, all of which replacements must be made only as herein provided. No detached structures or other improvements of any kind or nature shall be erected or permitted. The grade level established by the Developer shall not be altered nor shall any filling be done. No repairs or replacements shall be made to the exterior or visible portion of any building or roof upon any of the lots which will in any way modify or change the outward appearance of such structure in any regard except with the approvals required in Paragraph 5. No additions shall be placed on any structure, no screens, porches or lanais shall be enclosed, no garages shall be closed in or converted to any purpose other than garage and utility areas or no other structural change shall be made of whatever kind or nature, except with the consent and approval required in Paragraph 5. The purpose and intent of this paragraph is to maintain a uniform appearance in all buildings and to cause all repairs and replacements of such building to be of the same kind, character and quality as originally constructed by Developer, all with a view toward maintaining the common appearance and scheme of "Heatherwood."

A lot owner may construct a swimming pool behind a villa provided the location and design are approved under the provisions of Paragraph 5. Swimming pools and related decking, screening and caging may not be located within the rear 20 feet of any lot and may not interfere with installed sprinkler systems.

The lot owner shall be responsible for the expense of construction and alteration of any additions or alterations.

5. ARCHITECTURAL CONTROL

■ No structural or exterior repair, additions, modifications or rebuilding of or to any building located on any lot shall be commenced or performed until the construction plans and specifications and a plan showing the exact work to be performed have been approved by Developer as to the quality of workmanship and material, harmony of external design and appearance independent of and with existing structures, and as to the location with respect to topography and finished grade elevation. No fence, walls, or hedge shall be erected or placed on any lot unless similarly approved. The purpose hereof is to



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maintain "Heatherwood" with the same appearance as when completed by Developer and any of the foregoing which, in the sole opinion of Developer, will not improve or enhance such appearance will be denied. Approval or disapproval shall be granted within thirty (30) days and in writing.

Developer may assign this architectural control to Heatherwood Association at any time but shall not be required to assign this architectural control until all of the lots in "Heatherwood" have been sold by Developer.

6. PARTY WALL AGREEMENTS

■ Prior to conveyance of the above described lots, Developer shall build or cause to be built villas which will have a common wall with the villa of one adjacent lot. These common walls, or party walls, shall be built upon the property line separating each of the following lots: 60 and 61; 62 and 63; 64 and 65; 66 and 67; 68 and 69; 70 and 71; 72 and 73; 74 and 75; and 76 and 77. These common walls shall be known as party walls and shall be subject to this Party Wall Agreement, which agreement shall be binding upon all subsequent owners of lots in "Heatherwood" and shall be a covenant running with the land.

Each owner of a lot in "Heatherwood" which has a wall common to the structure on such lot and the structure on an adjacent lot shall at all times be jointly responsible for the maintenance, repair and rebuilding of such party wall with the owner of such adjacent lot. Each such owner shall at all times maintain, use and care for such wall in a manner such as to be consistent and compatible with the use and maintenance of said party wall by the adjacent owner. Reciprocal easements are hereby granted and reserved on each adjacent lot for the party wall and within said party wall for the maintenance of any water line, sewer lines, electrical conduit, wires, TV cables or other utilities or similar apparatus and for the support, maintenance and repair of the common roof. Nothing shall be attached to or within said wall which may interfere with the rights of the adjacent owner in and to said wall for the purpose of support of the adjacent structure and the continued tight enclosure thereof. In the event it should be determined that such party wall has been constructed in a location other than directly on the platted lot line, then the owner of the adjacent lot shall be deemed to have granted an easement and license to the other lot owner for the continued use of such party wall and the use and occupation of any lands between the lot line and said party wall, if any, as though said party wall were erected directly on the lot line.

In the event of damage or destruction to said party wall from any cause whatsoever, other than the negligence or willful misconduct of only one of the owners of the party then the adjacent owners at their joint expense shall repair and rebuild said party wall. If such maintenance, repair or construction is required to be done solely because of the negligence or the willful misconduct of only one of the owners using the party wall, then any expense incidental to the maintenance, repair or constructions shall be borne solely by such wrongdoers. If any lot owner shall refuse to promptly repair or rebuild the party wall, pay his share of such cost of repair or replacement, then the owner may have such wall repaired or reconstructed and shall be entitled to a lien on the lot and villa of the owner so failing to pay his share and, to this extent, shall be entitled to a lien upon the defaulting owner's lot and villa, which lien may be effectuated by filing a demand for such lien with the Heatherwood Association which shall perfect said lien in the same manner as liens of the Association are perfected. If a lot owner shall give or shall have given a mortgage upon his lot, then the Mortgagee shall have the full right at its option to exercise the rights of the mortgagor as owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the Mortgagee for repair or construction hereunder which have not been reimbursed to said Mortgagee by the adjacent owner.

The provisions of this Paragraph 6 pertaining to party wall shall not be terminated under Paragraph 20 or subject to modification under Paragraph 21. The provisions of this Paragraph 6 may be terminated or modified only by an instrument in writing signed by the owners of all of the lots in "Heatherwood" and their mortgagees, which writing must be recorded in the Public Records of Sarasota County.



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7. RESUBDIVISION PROHIBITED

■ No lot or group of lots shall be resubdivided without Developer's express written approval.

8. EASEMENTS

■ Developer has reserved easements for installation and maintenance of utilities and for drainage facilities as shown on the recorded plat of The Meadows, Unit 4. Within these easements no structure, planting, fill, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or drainage. The slop, grade, and elevation of the ground surface within the easement may not be modified in any manner which might interfere with drainage of surface waters.

9. NUISANCES

■ No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. TEMPORARY STRUCTURES

■ No structure of a temporary character, trailer, house trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time either temporarily or permanently, with the exception of the customary general contractor's office or trailer during the course of construction.

11. SIGNS

■ No sign of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to designate the name of the resident. Any sign advertising the property for sale or rent, or signs used by a builder or developer to advertise the property during the construction and sales period shall be subject to approval by Developer.

12. LIVESTOCK AND POULTRY

■ No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except that dogs, cats, or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purpose and do not become a nuisance to other residents of the neighborhood.

13. REFUSE DISPOSAL

■ No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring lots.

14. VISIBLE PARKING OR STORAGE

■ With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. No carts, trucks, motor homes, trailers, motorcycles, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in "Heatherwood" or on any lot exposed to view from an adjacent lot.

15. WATER AND SEWER

■ All building shall use and be connected to the central water and sewerage service made available by the Developer; no well shall be drilled on any lot, except upon governmental approval and approval of Developer, and no septic tank shall be installed, used, or maintained on any lot.



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16. UNDERGROUND UTILITIES

■ All utility lines and lead-in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water, and sewerage located within the confines of any lot or lots shall be located underground. No television or other antenna shall be installed or maintained.

17. LAWNS AND LANDSCAPING

■ All lawns in the rear and side of each residence shall be extended to the pavement line or the lot line as the case might be. All lawns in the front of each residence shall extend to the pavement line even if same is beyond the lot line. The Heatherwood Association shall be responsible for maintenance of the lawns and landscaping on each lot, with the exception of that portion of each lot located within the garden walls of each villa which shall be maintained and cared for in a first class condition by the owner of the lot and villa. No gravel, blacktop or paved parking strips shall be constructed or maintained except those installed by Developer or approved as set forth in Paragraph 4 above.

18. CLOTHESLINES

■ No clotheslines or drying yards shall be located so as to be visible from neighboring lots.

19. ENFORCEMENT

■ These covenants and restrictions may be enforced by developer, or its assigns, Meadowood or Heatherwood Association by an action at law or in equity against any person violating or attempting to violate the covenants and restrictions. The party bringing the action may recover damages and/or injunctive relief and the successful party shall be entitled to recover costs and attorney's fees.

20. TERM

■ These covenants and restrictions shall run with the land and shall be binding on all parties claiming under them for a period of thirty (30) years from the date of recording, after which time, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by 66-2/3 percent of the then owners of the above described lots agreeing to terminate said covenants in whole or in part has been recorded in the Public Records.

21. MODIFICATION

■ These restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of 66-2/3 percent of the above described lots. The owners of the lots hereby appoint the Developer as their agent until buildings are constructed on each of the above described lots in the subdivision for the purpose of making minor changes or waiving minor violations in these restricts.

22. SEVERABILITY

■ Invalidity of any one of these covenants or restrictions by judgment or Court order shall not affect any of the other provisions which shall remain in full force and effect.



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*Declaration of Restrictions for Single-Family Homes in
Heatherwood of The Meadows, Unit 4*

TAYLOR WOODROW BLITMAN PROPERTY CORP. OF FLORIDA

■ In witness whereof, Developer has caused this instrument to be executed in its name and its corporate seal to hereunto affixed by its undersigned duly authorized agent this 1st day of May, 1979.

Milton Fowler (*signature on file*)
As its Agent

STATE OF FLORIDA
COUNTY OF SARASOTA

■ I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements in the State of Florida, personally appeared *Milton Fowler*, a duly authorized agent of *Taylor Woodrow Blitman Property Corp. of Florida*, a Florida corporation, and he acknowledged before me that he executed the foregoing Declaration of Restrictions in the name of and on behalf of said corporation, affixing the corporate seal of said corporation thereto; that as such corporate agent he has been duly authorized by said corporation to do so; and that the foregoing instrument is the act and deed of said corporation.

Witness my hand and official seal in the County and State aforesaid this 1st day of May, 1979.

Mary J. Roberts (*signature on file*)
Notary Public

CONSENT

■ Taylor Woodrow Homes Limited, a corporation organized under the laws of the United Kingdom, holder of that certain promissory note and mortgage dated April 3, 1979 and recorded in Official Records Book 1298, Page 255, *Public Records of Sarasota County, Florida*, hereby consents to the foregoing restrictions pertaining to Lots 60-77 inclusive, The Meadows, Unit 4, as per plat thereof recorded in Plat Book 25, page 9, *Public Records of Sarasota County, Florida*, and further consents that this consent may be attached to the original restrictions to be recorded by Taylor Woodrow Blitman Property Corporation of Florida.

Signed, sealed and delivered in the presence of:

Tina Miller (*signature on file*)
Peggy M. Blondeau (*signature on file*)

TAYLOR WOODROW HOMES LIMITED
R. Postlethwaite (*signature on file*)
As Agent and Divisional Director

Thomas Brown (*signature on file*)
Assistant Secretary



Homeowners' Association

■ Declaration of Restrictions | 05.01.1979

*Declaration of Restrictions for Single-Family Homes in
Heatherwood of The Meadows, Unit 4*

STATE OF FLORIDA
COUNTY OF SARASOTA

■ I hereby certify that on this day, before me, an officer duly authorized to take acknowledgements in the state and county named above, personally appeared *Roger F. Postlethwaite*, as *Agent and Divisional Director*, and *Thomas Brown*, as *Assistant Secretary*, of the above named Grantor corporation to me known to be the persons described in and who executed the foregoing consent and acknowledged the execution thereof for and on behalf of said corporation as such officers for the purposes therein expressed, the affixing of its corporate seal, and that they were duly authorized by said corporation to do so.

Witness my hand and official seal in the state and county named above this *11th* day of *May*, 1979.

Kathy Smote (*signature on file*)
Notary Public

Prepared by:

Hugh McPheeters, Jr.
Williams, Parker, Harrison, Dietz & Getzen
1550 Ringling Boulevard - P.O. Box 3258
Sarasota, Florida 33578



Homeowners' Association

■ Certificate of Amendment | 03.30.2012

Certificate of Amendment to Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4

■ The undersigned, as President of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, does hereby certify:

That by a two-thirds majority vote of the members of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, said members voted to make the following changes to the *Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4*.

2. HEATHERWOOD MEMBERSHIP

■ The following **2. HEATHERWOOD MEMBERSHIP**, 1st paragraph is deleted:

All owners of lots in "Heatherwood" shall be required to become members of Heatherwood Homeowners' Association, Inc. (hereinafter called Heatherwood Association), and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots. The primary purpose of Heatherwood association is to insure to all owners in "Heatherwood" that the plantings, grounds, and exteriors of all villas are properly maintained and cared for, to insure that the restrictions herein contained are properly enforced and generally to protect and preserve the quality of "Heatherwood."

■ The following **2. HEATHERWOOD MEMBERSHIP**, 1st paragraph is added:

All owners of lots in "Heatherwood" shall be required to become members of Heatherwood Homeowners' Association, Inc. (hereinafter called Heatherwood Association), and shall be required to maintain such membership in good standing so long as they own or have any interest in such lots. *All owners will complete an application provided by the association. In addition, the member shall have the right to lease their unit in accordance with the rules and regulations, subject to approval of the Board of Directors.* The primary purpose of Heatherwood Association is to insure to all owners in "Heatherwood" that the plantings, grounds, and exteriors of all villas are properly maintained and cared for, to insure that the restrictions herein contained are properly enforced and generally to protect and preserve the quality of "Heatherwood."

3. OBLIGATIONS OF HEATHERWOOD ASSOCIATION (C)

■ The paragraph **3. OBLIGATIONS OF HEATHERWOOD ASSOCIATION, PART (C)**, the following is deleted at the end:

(c) Nothing herein contained shall be construed to relieve lot owners from responsibility of procuring and maintaining casualty insurance and public liability insurance covering losses which may occur to his residence or on or about his lot as he may deem appropriate nor to shift a lot owner's liability to Heatherwood Association.

■ The paragraph **3. OBLIGATIONS OF HEATHERWOOD ASSOCIATION, PART (C)**, the following is added at the end:

(c) Nothing herein contained shall be construed to relieve lot owners from responsibility of procuring and maintaining casualty insurance and public liability insurance covering losses which may occur to the interior of his residence or on or about his lot as he may deem appropriate nor to shift a lot owner's liability to Heatherwood Association. *Heatherwood Homeowners' Association insures the outside*



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■ Certificate of Amendment | 03.30.2012

and the individual owners insure the inside of their unit. The inside of the unit is to be maintained and insured by the unit owner covering but not limited to the following: wall coverings (wallpaper, paint), floor coverings (ceramic tile, carpet) or ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heater and filters, built-in cabinets and countertops, window treatments, (including curtains, drapes, blinds, hardware, etc.) and any interior additions and/or upgrades which were not of like, kind or quality to the original interior building items. None of these items are covered under the master insurance policy of Heatherwood Homeowners' Association.

HEATHERWOOD HOMEOWNERS' ASSOCIATION, INC.

■ Date: 03.30.2012

William Bray (signature on file)
President

Witnessed by:

Date: 03.30.2012

Georgianna Campbell (signature on file)

Witnessed by:

Date: 03.30.2012

William B. Campbell Jr. (signature on file)

STATE OF FLORIDA
COUNTY OF SARASOTA

■ The foregoing instrument was acknowledged before me this 30th day of March, 2012 by: William Bray, personally known to me.

Sandra J. Loyless (signature on file)
Signautre of Notary Public-Sate of Florida



Homeowners' Association

■ Certificate of Amendment | 04.01.2015

Certificate of Amendment to Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4

■ The undersigned, as President of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, does hereby certify:

That by a two-thirds majority vote of the members of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, said members voted to make the following changes to the *Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4*.

14. VISIBLE PARKING OR STORAGE

■ The following **14. VISIBLE PARKING OR STORAGE** is deleted in full:

14. VISIBLE PARKING AND STORAGE With the exception of bicycles and family-type noncommercial automobiles, no vehicle of any kind shall be parked or stored except inside an enclosed garage. No carts, trucks, motorhomes, trailers, motorcycles, boats, racing cars or commercial equipment shall be parked or stored on any private or public street in "Heatherwood" or on any lot exposed to view from an adjacent lot.

■ The following paragraph **14. VISIBLE PARKING OR STORAGE** is added:

14. VISIBLE PARKING OR STORAGE With the exception of bicycles and family-type noncommercial automobiles, no restricted vehicle or commercial equipment of any kind shall be parked or stored overnight at any location exposed to public view. "Restricted vehicle" shall mean any truck; motor home or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head; trailer; boat; racing car; bus; or commercial vehicle. No vehicles under repair shall be left overnight in any location exposed to public view.

14.1 "Truck" shall be defined as having a bed, covered or uncovered and include body types, such as vans and sports utility vehicles having a bed that is covered or uncovered and/or are used for the commercial, or non-profit, transportation of goods and/or services.

14.2 Body types commonly called "minivans" or "sports utility vehicles," which have passenger seats in the back, which have not undergone any modification of the exterior and/or interior appearance of the standard model, and which are used solely for the transportation of noncommercial passengers and noncommercial goods shall be exempt from consideration as a truck unless it has a bed that is covered or uncovered. In addition, vehicles of this type which have undergone exterior and or interior modification specifically for the purpose of the noncommercial transportation of the physically impaired shall be exempt from consideration as a truck as long as the vehicle is used solely for their personal transportation and does not have a bed that is covered or uncovered.

14.3 Parking on grassed areas in "Heatherwood" is prohibited.



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*Certificate of Amendment to
Declaration of Restrictions for Single-Family Homes in
Heatherwood of The Meadows, Unit 4*

HEATHERWOOD HOMEOWNERS' ASSOCIATION, INC.

■ Date: 04.01.2015

William Bray (*signature on file*)
President

Witnessed by:

Date: 04.01.2015

Georgianna Campbell (*signature on file*)

Witnessed by:

Date: 04.01.2015

William B. Campbell Jr. (*signature on file*)

STATE OF FLORIDA
COUNTY OF SARASOTA

■ The foregoing instrument was acknowledged before me this 1st day of April, 2015 by: William Bray,
personally known to me.

Irina Hamlin (*signature on file*)
Signautre of Notary Public-Sate of Florida



Homeowners' Association

■ Certificate of Amendment | 03.16.2017

Certificate of Amendment to Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4

■ The undersigned, as President of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, does hereby certify:

That by a two-thirds majority vote of the members of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, said members voted to make the following changes to the *Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4*.

14. VISIBLE PARKING OR STORAGE

■ The following paragraph **14. VISIBLE PARKING OR STORAGE** is deleted:

14. VISIBLE PARKING OR STORAGE With the exception of bicycles and family type non-commercial automobiles, no restricted vehicle or commercial equipment of any kind shall be parked or stored overnight at any location exposed to public view. "Restricted vehicle" shall mean any truck; motor home or other vehicle designed to provide temporary living quarters and having facilities for sleeping, galley, and head; trailer; boat; racing car; bus; or commercial vehicle. No vehicles under repair shall be left overnight in any location exposed to public view.

■ The following paragraph **14. VISIBLE PARKING OR STORAGE** is added:

14. VISIBLE PARKING OR STORAGE In addition to other restrictions set forth herein, the following use restrictions shall apply to Heatherwood Homeowners' Association, Inc.:

(a) Except as set forth below, only family type non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked overnight, defined as from after 11:00 p.m. until 5:00 a.m., at any location exposed to public view. Permitted vehicles shall include motor vehicles having a body style consisting of two doors, four doors, hatchback or convertible; and shall also include station wagons, mini-vans and vans equipped with windows all round the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people; and sport utility vehicles (excluding sport utility vehicles with a bed, whether covered or uncovered, which are classified below as pick-up trucks.

(i) All other motor vehicles, including but not limited to, commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, or exposed equipment or materials); trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, cargo vans, and pick-up trucks. For the purposes hereof, pick-up trucks shall include any sport utility vehicle that has a bed, whether cover or uncovered); boats; campers; recreational vehicles (vehicles having either kitchen or bathroom facilities); trailers; motor homes; race cars; buses; and any and all other vehicles other than the afore described, shall be classified as Restricted Vehicles and may not be parked overnight at any location exposed to public view.

(ii) Notwithstanding the foregoing overnight parking restriction on Restricted Vehicles, the following exceptions shall be made: (a) a builder's trailer, and other Restricted Vehicles, may be parked on a property during construction; (b) a vehicle that has been modified specifically for the purpose of the transportation of the physically impaired shall be exempt from classification as a



Homeowners' Association

■ Certificate of Amendment | 03.16.2017

Restricted Vehicle; and (c) Restricted Vehicles may, with written permission, be parked or stored within an area specifically designated by The Meadows Community Association, Inc.

(iii) The Board of Directors of Heatherwood Homeowners' Association, Inc., shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard or is unsightly, including but not limited to prohibiting vehicles that have been modified from the standard model by increasing the height, purpose or appearance. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position.

(iv) All motor vehicles must be operable and must have a current license tax. No vehicles under repair shall be left overnight at any location exposed to public view.

(v) No motor vehicle, trailer, boat or any other property of any nature whatsoever that is regulated by this Section may be parked or stored overnight on any private road, or be parked or stored at any time on a lawn or unpaved area, except a non-Restricted Vehicle may be parked on an unpaved area made of shell or other pervious material subject to architectural review and approved by the Restrictions Committee.

(vi) The General Manager of The Meadows Community Association, Inc., may use discretion, for limited durations, in enforcement of these restrictions.

HEATHERWOOD HOMEOWNERS' ASSOCIATION, INC.

■ Date: 03.16.2017

William Bray (*signature on file*)
President

Witnessed by:

Date: 03.16.2017

Georgianna Campbell (*signature on file*)

Witnessed by:

Date: 03.16.2017

William B. Campbell Jr. (*signature on file*)

STATE OF FLORIDA
COUNTY OF SARASOTA

■ The foregoing instrument was acknowledged before me this 16th day of March, 2017 by: William Bray, personally known to me.

Donald Walther (*signature on file*)
Signautre of Notary Public-Sate of Florida



Homeowners' Association

■ Bylaws | 10.15.1981

PRESIDENT

Steven Taylor
sctaylor53@icloud.com

TREASURER

Luanne King
ordk9bow@gmail.com

SECRETARY

Abner Louissaint
alouissat@gmail.com

ADDRESS

2004 Longmeadow
Sarasota, FL 34235.1844

I. IDENTITY

■ An association has been organized for the purpose of enforcing the *Declaration of Restrictions* hereinafter referred to, preserving and enhancing the natural beauty of the properties located within "Heatherwood," and promoting the health, safety and welfare of the owners of property located within Lots 60 through 77, inclusive, of The Meadows, Unit 4, known and referred to as "Heatherwood." The terms and provisions of these Bylaws are expressly made subject to the terms, provisions, conditions and authorizations contained in the *Declaration of Restrictions* for Lots 60 through 77, The Meadows, Unit 4 (hereinafter referred to as "Declaration of Restrictions"), executed by Taylor Woodrow Blitman Property Corp. of Florida, a Florida corporation (hereinafter referred to as "Developer"), which have heretofore been recorded in Official Records Book 1308, Page 1445-1452, of the Public Records of Sarasota County, Florida.

All words and terms used herein which are defined in the aforesaid Declaration of Restrictions shall be used herein with the same meanings as defined in said Declaration.

The office of the Association shall be at...NA

The fiscal year of the Association shall be the calendar year.

The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not-for-profit," and the year of the incorporation.

II. MEMBERSHIP IN THE ASSOCIATION

■ The owners of Lots 60 through 77 of The Meadows, Unit 4, as per plat thereof recorded in Plat Book 25, pages 9, 9A through 9D of the Public Records of Sarasota County, Florida, are the members of the Association.

III. MEETING OF THE ASSOCIATION MEMBERS

■ There shall be an annual meeting of the lot owners during the month of March of each year at a time, date and place as the Directors shall designate.

(a) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership. A special meeting for the purpose of recall of members of the Board of Directors shall be called upon receipt of written request for such a meeting from 10% of the members.

(b) At least 14 days prior to a meeting of the members of the Association, a written notice of such meeting shall be given to each member.

(c) Notice of the annual meeting shall be sent by ordinary mail to each lot owner, unless the owner waives in writing the right to receive the notice by mail. The Post Office certificate of mailing and the minutes of the meeting of members and Board of Directors shall be retained by the Secretary for not less than seven (7) years. These items shall be kept in a book and made available to members and their representatives at reasonable times.



Homeowners' Association

■ Bylaws | 10.15.1981

(d) Lot owners may waive notice of any meetings.

(e) All notices of meetings shall state the place, date, and hour of the meeting, and the matters to be considered. No action may be taken by the members with respect to matters not described in the notice of meeting. Notices are deemed mailed when deposited in the United States Mail with sufficient postage attached, addressed to the member at his address as appears in the records of the Association.

(f) A quorum at members' meetings shall consist of the persons entitled to cast a majority of the votes of the entire membership. The act approved by a majority of the votes needed at a meeting at which a quorum is present shall constitute the acts of the members.

IV. VOTING

■ In any matter before the Association, the owners of lots shall be entitled to cast one (1) vote for each lot owned. Ownership of a lot shall be established by the Public Records of Sarasota County, Florida. Joint owners of a lot shall agree upon one person to cast the ballot for the lot. If the owners are unable to agree, no vote shall be counted for the lot. The Association may assume that a person purporting to vote on behalf of a lot owned jointly is authorized by the owners to act in their behalf. A corporation shall designate a person to cast the ballot for the corporation. The directors may require from the corporation a resolution establishing the authority of such person to vote. Votes may be cast in person or by proxy.

(a) The current edition of *Roberts Rules of Order* shall govern the conduct of the business of the meeting of the members and of the directors.

(b) The order of business at the annual members' meeting, and when practicable at other members' meeting, is as set forth below:

ORDER OF BUSINESS

- (1) Calling of the roll and certifying of proxies.
- (2) Proof of notice of meeting or waiver of notice.
- (3) Reading and disposal of any unapproved minutes.
- (4) Reports of officers.
- (5) Reports of committees.
- (6) Election of directors.
- (7) Unfinished business.
- (8) New business.
- (9) Adjournment.

V. BOARD OF DIRECTORS

■ The administration of the Association shall be by a Board of Directors of three (3) members.

(a) Members of the Board of Directors shall be elected at the annual meeting, shall serve without compensation for a term of two (2) years and until their successor has been elected. The terms of the members of the Board are staggered, one being elected one year and two the other year. Members of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing of the majority of the lot owners. Vacancies on the Board of Directors shall be filled by the remaining Directors.

(b) The Board of Directors shall act as the nominating committee for directors for the coming year. The committee shall nominate either one (1) or two (2) directors, depending on the number to be elected, for presentation to the membership at the annual meeting. Additional nominations may be made from the floor. Election shall be by ballot (unless dispensed by majority consent) and by plurality of the



Homeowners' Association

■ Bylaws | 10.15.1981

votes cast. Each person voting is entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

VI. MEETINGS OF BOARD OF DIRECTORS

■ Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by the majority of the directors. Notice of regular meetings shall be given to each director personally by mail, telephone or telegraph (*email*) and shall be transmitted at least three days prior to the meeting. Meetings of the Board of Directors shall be open to all lot owners.

(a) Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of any two directors.

(b) Any director may waive notice of a meeting before or after the meeting. The attendance of a director at a meeting constitutes waiver of notice unless the purpose of the attendance was to object to the meeting as not being lawfully called.

(c) The majority of the Board of Directors shall constitute a quorum for the transaction of the business at any meeting of the directors, and a majority of those present at the meeting at which there is a quorum present shall constitute the acts of the Board of Directors.

VII. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

■ All the powers and duties of the Association existing under the *Articles of Incorporation, Bylaws, Declaration of Restrictions for Single-Family Homes in Heatherwood of The Meadows, Unit 4*, and the laws of the State of Florida concerning the operation of corporations shall be exercised exclusively by the Board of Directors and its designated agents, contractors, and employees. No lot owner shall have authority to act for the Association by reason of being a lot owner.

(a) The Association shall prepare a roster of the members and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any member.

(b) To issue upon demand by an authorized person a certificate in recordable form setting forth whether any assessments have been paid; and, if not, the amount then due and owing.

(c) To make payment of all ad valorem taxes assessed against the Association property, real or personal.

VIII. OFFICERS OF THE ASSOCIATION

■ The executive officers of the Association shall be the President, Vice-President, each of whom must be a director, a Treasurer, a Secretary and such additional officers and committee chairmen as shall be established by the Board of Directors. The executive officers shall be elected annually by the Board of Directors and may be removed with or without cause by a majority of the Directors at any meeting.

(a) The *President* shall be the chief executive officer of the Association. That person shall have all the powers and duties usually vested and associated in the office of President, including by way of clarification and not limitation, presiding at the meeting of the membership, and the appointment of committees and committee chairmen.

(b) The *Vice President* shall exercise the powers and perform the duties of the President in the absence or disability of the President. That person shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.



Homeowners' Association

■ Bylaws | 10.15.1981

(c) The *Secretary* shall keep the minutes of all proceedings of the directors and the members. That person shall attend to the servicing of all notices to the members and directors and other notices required by law. That person shall have custody of the seal of the Association and shall affix it to instruments requiring a seal when duly signed. That person shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the directors or the President.

(d) The *Treasurer* shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. That person shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. That person shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer.

IX. FISCAL MANAGEMENT

■ The Board of Directors shall have the duty to determine and collect the dues and assessments in order to accomplish the objects and purposes of the Association as set forth in these *Bylaws*, the *Articles of Incorporation of Heatherwood Homeowners' Association, Inc.*, and the *Declaration of Restrictions for Single-Family Homes In "Heatherwood" of The Meadows, Unit 4*.

(a) The Board of Directors shall adopt a budget for the dues and assessments for the coming year at a meeting of the Board of Directors open to the lot owners. A copy of the proposed budget and notice of the meeting at which the budget is to be adopted shall be mailed to the lot owners not less than thirty (30) days prior to the meeting at which the budget will be adopted.

(b) The budget of the Association shall provide assessments for each lot for the coming year. Assessments are made for a year in advance, and are payable in installments, quarterly. Installments of assessments not paid within fifteen (15) days after the date due, shall bear interest from the date due, until paid, at the highest interest rate provided by law. In addition, the Association shall be entitled to collect reasonable attorney's fees, costs and expenses incident to the collection of assessments or the preparation, recording or enforcement of any lien for assessments, together with a collection fee of \$25.00. In the event installments are not paid within thirty (30) days of the date when due, the Board of Directors may accelerate payment of the balance of the installments of assessments, and declare the entire assessment for the year due and payable.

(c) Special assessments may only be made by the Association after approval by a majority of the lots in the Association.

(d) The lot owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the lot owner. Also, the grantee in a voluntary conveyance shall be jointly and severally liable with the grantor for unpaid assessments. Liability for assessments may not be avoided by the waiver of use or enjoyment of the areas owned in common, inactivity in the Association, or abandonment of a lot. The Association has a lien upon each lot for all unpaid assessments, interest, costs, and reasonable attorney's fees incurred in the collection of the assessments or enforcement of a lien.

(e) When the mortgagee of any mortgage of record obtains title by foreclosure or deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of common expenses and special assessments pertaining to the particular unit or chargeable to the former owner which became due prior to the acquisition of title, unless the unpaid expenses or assessments are secured by a lien recorded prior to the recording of the foreclosed mortgage.



Homeowners' Association

■ Bylaws | 10.15.1981

(f) The Association shall maintain an annual maintenance assessment roll in a set of accounting books in which there shall be an account for each lot subject to assessments. Such account shall designate the name and address of the owners of such lot, the amount of the annual maintenance assessment against the lot, the amounts and date of which assessments became due, the date and amounts paid upon the account, and the balance due for the assessments.

X. INDEMNIFICATION

■ Every director and officer of the Association, and every member of the Association serving the Association at its request, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a director or officer or is serving at the time the expenses and liabilities are incurred; provided that in the event of a settlement of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the board of directors approves the settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled. The Association may purchase insurance to cover such indemnification.

XI. AMENDMENT OF BYLAWS

■ These Bylaws may be altered, amended, repealed, and new Bylaws may be adopted in place thereof, by vote of the owners of two-thirds of the lots.

HEATHERWOOD HOMEOWNERS' ASSOCIATION, INC.

■ The foregoing were adopted as the *Bylaws of Heatherwood Homeowners' Association, Inc.*, a corporation not-for-profit, by the Directors at a meeting held on the 15th day of October, 1981.

John. A. Castellane (*signature on file*)
Secretary

William G. Dyer (*signature on file*)
President

TAYLOR WOODROW BLITMAN PROPERTY CORP. OF FLORIDA

■ Taylor Woodrow Blitman Property Corp. of Florida, a Florida corporation, does hereby consent in writing to the foregoing *Bylaws*.

Milton Fowler (*signature on file*)
Vice President



Homeowners' Association

■ Certificate of Amendment | 03.30.2012

Certificate of Amendment to Bylaws of Heatherwood Homeowners' Association, Inc.

■ The undersigned, as President of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, does hereby certify:

That by a two-thirds majority vote of the members of Heatherwood Homeowners' Association, Inc. a Florida corporation not-for-profit, said members voted to make the following changes to *Bylaws of Heatherwood Homeowners' Association, Inc.*:

III. MEETING OF THE ASSOCIATION MEMBERS

■ The following are deleted from **III. MEETING OF THE ASSOCIATION MEMBERS, PARAGRAPHS (B), (C) AND (D)**:

(b) At least 14 days prior to a meeting of the members of the Association, a written notice of such meeting shall be given to each member.

(c) Notice of the annual meeting shall be sent by ordinary mail to each lot owner, unless the owner waives in writing the right to receive the notice by mail. The post office certificate of mailing and the minutes of the meeting of members and Board of Directors shall be retained by the Secretary for not less than seven (7) years. These items shall be kept in a book and made available to members and their representatives at reasonable times.

(d) Lot owners may waive notice of any meetings.

■ The following are added to **III. MEETING OF THE ASSOCIATION MEMBERS, PARAGRAPHS (B), (C) AND (D)**:

(b) Notice of each board meeting, committee meeting, special meeting, and annual meeting must be given to all owners. Board meetings, committee meetings and special meetings require seven (7) calendar days notice. The annual meeting requires fourteen (14) calendar days notice.

(c) Notice of all meetings must be mailed, hand delivered to each member, or given by electronic transmission in a manner authorized by law. However, a member must consent in writing to receiving notice by electronic transmission.

(d) Lot owners may waive notice of any meetings. Any termination of right to receive notice by electronic transmission must be made in writing.



Homeowners' Association

■ Certificate of Amendment | 03.30.2012

*Certificate of Amendment to
Bylaws of Heatherwood Homeowners' Association, Inc.*

HEATHERWOOD HOMEOWNERS' ASSOCIATION, INC.

■ Date: 03.30.2012

William Bray (*signature on file*)
President

Witnessed by:

Date: 03.30.2012

Georgianna Campbell (*signature on file*)

Witnessed by:

Date: 03.30.2012

William B. Campbell Jr. (*signature on file*)

STATE OF FLORIDA
COUNTY OF SARASOTA

■ The foregoing instrument was acknowledged before me this 30th day of March, 2012 by: William Bray, personally known to me.

Sandra J. Loyless (*signature on file*)
Signautre of Notary Public- Sate of Florida



PRESIDENT

Steven Taylor
sctaylor53@icloud.com

TREASURER

Luanne King
ordk9bow@gmail.com

SECRETARY

Abner Louissaint
alouissat@gmail.com

ADDRESS

2004 Longmeadow
Sarasota, FL 34235.1844

Homeowners' Association

■ Articles of Amendment to The Articles of Incorporation | 10.15.1981

*Articles of Amendment to the Articles of Incorporation of
Heatherwood Homeowners' Association, Inc.*

■ Pursuant to the provisions of Section 606.181 of the *Florida General Corporation Act*, the undersigned corporation adopts the following *Articles of Amendment* to its *Articles of Incorporation*:

ARTICLE I | NAME OF CORPORATION

■ The name of this corporation is:

HEATHERWOOD HOMEOWNERS' CORPORATION, INC.

Hereafter in these Articles referred to as the "Association."

ARTICLE II | PURPOSES

■ The general nature, objects and purposes of the Association are:

A. To promote the health, safety, and social welfare of the owners of Lots 60 through 77 of "The Meadows, Unit 4" as per plat thereof recorded in *Plat Book 25*, pages 9, 9A through 9D, *Public Records of Sarasota County, Florida* (hereinafter referred to as "Heatherwood").

B. To maintain and replace landscaping, lawns, trees and shrubs, and to maintain and repair sidewalks, bicycle paths, and other improvements, if any, located on any of the lots in "Heatherwood" for which the obligation to maintain and repair has been delegated to the Association.

C. To maintain the exterior of all duplex units located on any of the lots in "Heatherwood" which the obligation to maintain and repair has been delegated to the Association.

D. To purchase and maintain such policies of insurance as delegated to the Association by the members, or as set forth in the *Declaration of Restrictions* applicable to "Heatherwood," or as may be deemed necessary or desirable by the Board of Directors of the Association.

E. To supervise and control the specifications, architecture, design, appearance, elevation and location of all building, structures and improvements of any type, including houses, walls, fences, driveways and pavements, antenna, grading, drainage, disposal systems and all other structures constructed, placed or permitted to remain in "Heatherwood," as well as the alteration, improvement, addition, or changes thereof, including the landscaping surround the same.

F. To provide such services as may be deemed necessary or desirable by the Board of Directors of the Association and to acquire the capital improvements and equipment related thereto.



Homeowners' Association

■ Articles of Amendment to The Articles of Incorporation | 10.15.1981

G. To purchase, acquire, replace, improve, maintain and repair such building, structures, and equipment related to the health, safety and social welfare of the members of the Association, as the Board of Directors of the Association, in its discretion, determines to be necessary or desirable.

H. To carry out all of the duties and obligations assigned to it as a neighborhood property owners' association under the terms of the *Declaration of Restrictions* applicable to "Heatherwood" or the *Declaration of Maintenance Covenants* applicable to The Meadows, a planned unit development.

I. To operate without profit and for the sole and exclusive benefit of its members.

ARTICLE III | GENERAL POWERS

■ The general powers of the Association shall have are as follows:

A. To purchase, accept, lease, or otherwise acquire title to, and to hold, mortgage, rent, sell or otherwise dispose of, any and all real or personal property related to the purposes or activities of the Association; to make, enter into, perform and carry out contracts of every kind and nature with any person, firm, corporation or association; and to do any and all other acts necessary or expedient for carrying on any and all of the activities of the Association and pursuing any and all of the objects and purposes set forth in these *Articles of Incorporation* and not forbidden by the laws of the State of Florida.

B. To establish a budget and to fix assessments to be levied against all property located in "Heatherwood," which is subject to assessment pursuant to the applicable *Declaration of Restrictions* for the purpose of defraying expenses and costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, including providing a reasonable contingency fund for the ensuing year and a reasonable annual reserve for anticipated major capital repairs, maintenance and improvements, and capital replacements.

C. To place liens against any property in "Heatherwood" for delinquent and unpaid assessments and to bring suit for the foreclosure of such liens or to otherwise enforce the collection of such assessments for the purpose of obtaining revenue in order to carry out the purposes and objectives of the Association.

D. To hold funds solely and exclusively for the benefit of the members of the Association for the purposes set forth in the *Articles of Incorporation*.

E. To adopt, promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements in order to effectuate the purposes for which the Association is organized.

F. To delegate power or powers of the Association where such is deemed to be in its best interest by its Board of Directors.

G. To charge recipients for services rendered by the Association and to charge the user for use of Association property where such is deemed appropriate by its Board of Directors.

H. To pay all taxes and other charges or assessments, if any, levied against property owned, leased or used by the Association.

I. To enforce by any and all lawful means the provisions of these *Articles of Incorporation*, the *Bylaws* of the Association which may be hereafter adopted, and the terms and provisions of the aforesaid *Declaration of Restrictions* applicable to "Heatherwood."



Homeowners' Association

■ Articles of Amendment to The Articles of Incorporation | 10.15.1981

J. In general, to have all powers which may be conferred upon a corporation not for profit by the laws of the State of Florida, except as prohibited herein.

ARTICLE IV | MEMBERS

■ A. The owners of Lots 60 through 77 of The Meadows, Unit 4, as described in the *Public Records of Sarasota County, Florida*, are the members of the Association.

B. The interest of a member in the Association, its funds and assets, cannot be assigned, hypothecated or conveyed in any manner other than by transfer and conveyance of the lot to which such rights are an appurtenance.

ARTICLE V | VOTING AND ASSESSMENTS

■ A. In all matters involving the Association, there should be one (1) vote for each of the lots in the Association, i.e. eighteen (18) votes. The owners of each lot shall be entitled to cast one (1) vote for each lot owned.

B. The association will obtain funds to accomplish its purposes by annual dues and assessments of the members of the Association.

ARTICLE VI | BOARD OF DIRECTORS

■ The affairs of the Association shall be managed by a Board of Directors consisting of three (3) directors. Directors must be members of the Association.

ARTICLE VII | OFFICERS

■ The affairs of the Association shall be administered by the officers designated in the *Bylaws*. The officers shall be elected by the Board of Directors at its first meeting, following the meeting at which the directors are elected, and shall serve at the pleasure of the Board of Directors.

ARTICLE VIII | CORPORATE EXISTENCE

■ The Association shall have perpetual existence.

ARTICLE IX | BYLAWS

■ The first Board of Directors of the Association shall adopt *Bylaws* consistent with these *Articles*. Thereafter, the *Bylaws* may be altered, amended or rescinded by the Directors in the manner provided by such *Bylaws*.

ARTICLE X | AMENDMENT TO ARTICLES OF INCORPORATION

■ These *Articles* may be altered, amended or repealed by resolution of the Board of Directors.



Homeowners' Association

■ Articles of Amendment to The Articles of Incorporation | 10.15.1981

*Articles of Amendment to the Articles of Incorporation of
Heatherwood Homeowners' Association, Inc. (A Corporation Not-For-Profit)*

HEATHERWOOD HOMEOWNERS' ASSOCIATION, INC.

■ Dated the 15th day of October, 1981.

William F. Dyer (*signature on file*)
President

John A. Castellano (*signature on file*)
Secretary

TAYLOR WOODROW BLITMAN PROPERTY CORP. OF FLORIDA

■ Taylor Woodrow Blitman Property Corp. of Florida, a Florida corporation, does hereby consent in writing to the foregoing *Articles of Amendment*.

Dated the 3rd day of March, 1982.

Milton Fowler (*signature on file*)
Vice President

STATE OF FLORIDA
COUNTY OF SARASOTA

■ I hereby certify that on this day before me, an officer duly qualified to take acknowledgments, personally appeared, *William F. Dyer* and *John Castellano*, as President and Secretary respectively of Heatherwood Homeowners' Association, Inc., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the use and purposes therein set forth.

Witness my hand and official seal in the County and State last aforesaid this 15th day of October, 1981.

Robert Beaudey (*signature on file*)
Notary Public



Homeowners' Association

■ Certificate of Amendment | 03.30.2012

Certificate of Amendment to Articles of Amendment to the Articles of Incorporation of Heatherwood Homeowners' Association, Inc. (A Corporation Not-For-Profit)

■ The undersigned, as President of Heatherwood Homeowners' Association, Inc., a Florida corporation not-for-profit, does hereby certify:

That by a two-thirds majority vote of the members of Heatherwood Homeowners' Association, Inc. a Florida corporation not-for-profit, said members voted to make the following changes to *Articles of Amendment to the Articles of Incorporation*:

ARTICLE II | PARAGRAPH (C)

■ The following is deleted from **ARTICLE II: PARAGRAPH (C)**:

(c) To maintain the exterior of all duplex units located on any of the lots in "Heatherwood" which the obligation to maintain and repair has been delegated to the Association.

■ The following is added to **ARTICLE II: PARAGRAPH (C)**:

(c) To maintain the exterior of all duplex units located on any of the lots in "Heatherwood" which the obligation to maintain and repair has been delegated to the Association. *It being further understood that the inside of the unit is to be maintained and insured by the unit owner covering but not limited to the following: wall coverings (wallpaper, paint), floor coverings (ceramic tile, carpet) or ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heater and filters, built-in cabinets and countertops, window treatments (including curtains, drapes, blinds, hardware, etc.) and any interior additions and/or upgrades which were not of like, kind or quality to the original interior building items. None of these items are covered under the master insurance policy of Heatherwood Homeowners' Association.*

ARTICLE III | GENERAL POWERS, PARAGRAPH (G)

■ The following is deleted from **ARTICLE III: GENERAL POWERS, PARAGRAPH (G)**.

(g) To charge recipients for services rendered by the Association and to charge the user for use of Association property where such is deemed appropriate by its Board of Directors.

■ The following is added to **ARTICLE III: GENERAL POWERS, PARAGRAPH (G)**.

(g) To charge recipients for services rendered by the Association and to charge the user for use of Association property where such is deemed appropriate by its Board of Directors. *It is understood that the association may charge up to \$150.00 for an estoppel letter provided for a real estate closing.*



Homeowners' Association

■ Certificate of Amendment | 03.30.2012

*Certificate of Amendment to
Articles of Amendment to the Articles of Incorporation of
Heatherwood Homeowners' Association, Inc. (A Corporation Not-For-Profit)*

HEATHERWOOD HOMEOWNERS' ASSOCIATION, INC.

■ Date: 03.30.2012

William Bray (*signature on file*)
President

Date: 03.30.2012

Witnessed by:
Georgianna Campbell (*signature on file*)

Date: 03.30.2012

Witnessed by:
William B. Campbell Jr. (*signature on file*)

STATE OF FLORIDA
COUNTY OF SARASOTA

■ The foregoing instrument was acknowledged before me this 30th day of March, 2012 by: William Bray, personally known to me.

Sandra J. Loyless (*signature on file*)
Signautre of Notary Public-Sate of Florida