

PREPARED BY AND RETURN TO:
Brennan Grogan, Esq.
Florida Association Attorneys
11891 US Hwy One North, Suite 100
North Palm Beach, FL 33408
(561) 627-3585

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS, RULES AND
REGULATIONS OF HERITAGE VILLAGE (A MOBILE HOME SUBDIVISION)**

WHEREAS, the Declaration of Restrictions, Rules and Regulations of Heritage Village (A Mobile Home Subdivision) ("the Declaration") is recorded in Official Record Book 328, at Page 286, of the Public Records of Okeechobee, Florida;

WHEREAS, Article XV, Paragraph B of the Declaration provides that the Declaration may be amended by the Board of Directors;

WHEREAS, on March 19, 2021, the Board of Directors approved the Amendment at a board meeting pursuant to Article XV, Paragraph B, and later a five (5) day written notice of the amendment was provided to the members;

NOW, THEREFORE, the Declaration shall be amended in the particulars as stated in Exhibit "1" attached hereto; the amendment shall run with the real property known as Heritage Village Master Unit Owners Assoc., Inc., and shall be binding on all parties having any right, title, or interest in the said real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and except as otherwise amended hereby, the Declaration shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENT

I **HEREBY CERTIFY** that the amendment attached to this Certificate has been approved by the Board of Directors and that a five (5) day notice of the amendment has been provided to the members as required by the Declaration.

DATED this 30 day of March, 2021.

WITNESSES:

**HERITAGE VILLAGE MASTER UNIT
OWNERS ASSOC., INC.**

RICHARD CLEMENT
Printed Name of Witness

By: Diane Rochon
D. Rochon

President

[Signature]
Signature of Witness

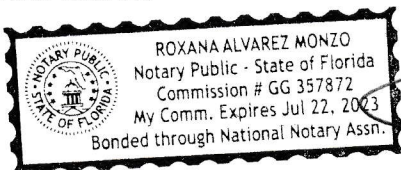
Josette Krutsch
Printed Name of Witness

[Signature]
Signature of Witness

STATE OF FLORIDA)
) ss:
COUNTY OF OKEECHOBEE)

SWORN TO AND SUBSCRIBED BEFORE ME by means of ☒ physical presence or ☐ on-line notarization, this 30 day of March, 2021, by Diane Rochon, who is personally known to me or who has produced Canada Passport (if left blank, personal knowledge existed) as identification and who did take an oath, and who executed this Certificate of Amendment, as his/her free act and deed as such duly authorized officer; and that the execution of this Certificate of Amendment is the act and deed of the corporation.

WITNESS my official seal in the County of Okeechobee, State of Florida, the date and year stated above.



NOTARY PUBLIC:

Sign: [Signature]

(SEAL)

My commission expires: July 22 2023

EXHIBIT "1"

AMENDMENTS TO THE DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS OF HERITAGE VILLAGE (A MOBILE HOME SUBDIVISION)

As used herein the following shall apply:

A. Words in the text which are lined through with hyphens (----) indicate deletions from the present text.

B. Words in the text which are underlined indicate additions to the present text.

I. DECLARATION OF RESTRICTIONS, RULES AND REGULATIONS OF HERITAGE VILLAGE

1. A new Article XIII.G shall be added to the Declaration of Restrictions, Rules and Regulations of Heritage Village and shall read as follows:

G. LEASING. Members shall be permitted to lease their property, subject to the restrictions in the Declaration of Restrictions and Rules and Regulations. Reference to rental or leasing in this Declaration shall include any lease, rental, lease renewal, lease extension, license or change in occupancy under, during, or along with the lease or rental, as well as to other occupancy for consideration. Consideration includes but is not limited to exchange of services, bartering, employment or otherwise.

1. Members shall only be entitled to three short-term leases per year. Short term leases are defined as any lease that is less than thirty days.

2. Sub-leasing; Renting Rooms. Sub-leasing of a mobile home, park model or other structure shall be prohibited. Furthermore, no rooms shall be rented in any of the above. The intention is that only the entire mobile home may be rented, and no mobile home, park model or other structure may be sub-let.

3. There shall only be one lease per property at one time and the owner cannot occupy the property during any lease period.

4. The Association shall be entitled to bring any action at law, including but not limited to an injunction action, to enforce these leasing provisions and restrictions. In any action under this section, the prevailing party is entitled to its attorneys' fees and costs.