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MARSHA EWING
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**CERTIFICATE OF AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HERONWOOD**

The Declaration of Covenants and Restrictions for Heronwood has been recorded in the public records of Martin County, Florida at Official Records Book 571, Page 835, et. seq. and as amended at Official Records Book 591, Page 1825, OR Book 599, Page 553, OR Book 608, Page 1565, OR Book 1066, Page 1158, and OR Book 1342, Page 1827, et. seq. and Amended and Restated at OR Book 1885, Page 1247, et. seq. The same Amended and Restated Declaration of Covenants and Restrictions are hereby amended as approved by the membership by written consent.

1. Article 6, Section 2 is amended to read as follows:

ARTICLE 6
ASSESSMENTS AND LIENS

6.2 General Assessments. General Assessments shall be determined annually for the purpose of maintenance and management of the Association, the Association Property and the Common Property and for the purpose of promoting the safety and welfare of the Owners. Without limiting the foregoing, general Assessments shall be used for the payment of: operation, maintenance and management of the Association, the Association Property and the Common Property; property taxes and assessments against, and insurance coverage for, the Association Property and Common Property; legal and accounting fees; maintenance of the Streets; management fees; security costs; normal repairs and replacement; charges for utilities used upon the Association Property and Common Property; expenses and liabilities incurred by the Association in enforcement of its rights and duties against the Members or others; maintenance of vacant property; the creation of reasonable reserves; charges for cable or other television services; and all other expenses deemed by the Board of Directors of the Association to be necessary and proper for management, maintenance, repair, operation and enforcement.

2. Article 7, Section 1 is amended to read as follows:

ARTICLE 7
MAINTENANCE OF PROPERTY

7.1 Association Responsibilities. The Association shall be responsible for maintenance of the Association Property and the Common Property.

3. Article 8, Sections 8.1.15.1, 8.1.21, 8.1.26, 8.1.37 and 8.1.38 are amended to read as follow:

ARTICLE 8
USE RESTRICTIONS

8.1 Restrictions on use of Parcels and Common Property

8.1.15 Landscaping/Artificial Vegetation.

8.1.15.1 Landscaping. The landscape plans for each Owner's Parcel must be submitted to and approved by the A.R.B. prior to the commencement of any landscaping. Sodding is required for all front, rear and side yards. The area, if any, between an Owner's rear property line and the water's edge of any lake or other water body within the Property shall be landscaped and/or sodded and maintained by the Owner of the Parcel. No tree or shrub, the trunk of which exceeds four (4) inches in diameter or measures four (4) feet above the ground shall be cut down or otherwise destroyed without the prior written approval of the A.R.B. The owner shall be required to maintain the landscaping of his/her lot in accordance with community standards, which includes planting all unpaved borders of homes and the exterior perimeter of patios, enclosures for pools, air conditioners, and mechanical equipment, with hedges or tropical plants at least two (2) feet tall and less than six (6) feet tall. In the event an owner fails to maintain landscaping as aforesaid, the Board of Directors shall have the right, but not the obligation, to landscape the owners lot, and to collect the costs thereof from the owners as an Individual Assessment, in accordance with Article 6 of this declaration.

8.1.21 Outside Displays/Signs/Flags. No owner shall cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balconies or windows of his parcel, except as follows:

- (1) One American flag per parcel on a removable pole only.
- (2) Holiday wreaths, lights, symbols may be displayed for the Holiday period only.
- (3) Lawn furniture is permitted in the backyard only.
- (4) Statues, birdbaths, fountains or other decorative items are permitted to be placed in shrubbery beds. These items may be made only of metal, wood, concrete or ceramic. Their colors must be subdued, to blend with surrounding shrub beds. They may not exceed four (4) feet in height. No more than three (3) such items will be allowed on any individual parcel.

Any other decorations or displays must have prior written approval of the A.R.B. The A.R.B. shall have the final say in determining the appropriateness of any display. No signs, advertisements or notices of any kind, including without limitation, "For Sale or For Rent" signs shall be displayed to the public view on any lot of the common property except:

- (1) Each residential unit shall have a house number at least four (4) inches, easily visible from the street in conformity with fire regulations.
- (2) Those signs which the Association is required or elects to post or install that are deemed necessary to promote the health and safety of the residents.

8.1.26 Roofs.

8.1.26.1 Roof Replacement. Any changes in color or materials of the roof of any residence must have prior approval, in writing, of the ARB. Approved roofing materials are cement or clay tiles only, either flat or rounded. Metal and other alternative materials are not permitted.

8.1.26.2 Roof Cleaning. Roof cleaning is the responsibility of the individual homeowner. Roofs must be cleaned at a maximum interval of every two (2) years. In the event the owner fails to clean his/her roof, and in the sole opinion of the Board of Directors it is unsightly, the Association shall have the right, but not the obligation, to have the roof cleaned, and to collect the costs thereof from the owner as an Individual Assessment, in accordance with Article 6 of this declaration, and the Association will bear no liability for damage to the property as a result of the cleaning.

8.1.37 Leasing. Parcels may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Parcels or assignments of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Parcel. All leases shall be in writing and shall be for an initial term of no less than three (3) months. No Parcel may be leased more than one (1) time in any calendar year. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner at least fourteen (14) days prior to the date of occupancy. The Owner must make available to the lessee copies of the Declaration, Bylaws and the Rules and Regulations of the Association and the Master Association. Additionally, the Board may require a prospective lessee to appear for a personal interview and sign a form stating he has read and will abide by the Declaration, Bylaws, and the Rules and Regulations of the Association and the Master Association. The Association shall issue a certificate of occupancy to the lessee, after compliance with this provision. The Association may collect a reasonable fee in connection with the review and processing of all leases. Any guest, invitee or other non-Owner, residing in a Dwelling in excess of sixty (60) consecutive days, shall be deemed to be a lessee and must comply with the provisions of this Section 8.1.37.

8.1.38 Vegetative/Demolition Debris. When there has been a weather event, such as a hurricane or tropical storm, each owner is responsible for removing said debris from his/her property as soon as possible. For curbside pickup, vegetative and demolition debris must be separated and placed on the resident's driveway, lawn or within the center landscaped island of a cul de sac. Debris may never be placed in a storm gutter or in a location that results in the blocking of a drain. Debris improperly

placed for pickup will be removed by the Association and the owner will be billed for removal and disposal as an Individual Assessment.

(The balance of Article 8 remains unchanged)

4. The foregoing amendments to the Amended and Restated Declaration of Covenants and Restrictions for Heronwood were adopted by the membership by a vote sufficient for approval by written consent.

5. All provisions of the Amended and Restated Declaration of Covenants and Restrictions for Heronwood are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this ____ day of _____ 2006.

WITNESSES:

HERONWOOD HOMEOWNERS ASSOCIATION, INC.

Richard C. Ketcham
Printed Name: RICHARD C. KETCHAM

By: Kenneth H. Klein
Kenneth H. Klein, President

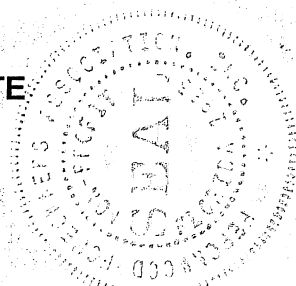
Elaine M. Ketcham
Printed Name: ELAINE M. KETCHAM

Thomas M. Rutherford
Printed Name: Thomas M. Rutherford

By: Nancy B. Carr
Nancy B. Carr, Secretary

Joseph A. Rabasa
Printed Name: JOSEPH A. RABASA

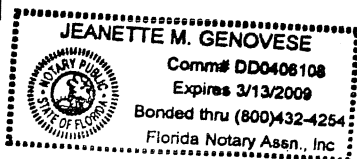
CORPORATE SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 14, 2006, by Kenneth Klein, as President of Heronwood Homeowners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Jeanette Genovese
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on March 14, 2006,
by Nancy Carr, as Secretary of Heronwood Homeowners
Association, Inc. [] who is personally known to me, or [] who has produced
identification [Type of Identification: _____].

Notarial Seal

Jeanette Inause
Notary Public

