

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF RESTRICTIONS  
FOR HEATHFIELD**

**THIS CERTIFICATE OF AMENDMENT** is executed this 28<sup>th</sup> day of July, 2022, by University Park Community Association, Inc., a Florida not-for-profit corporation ("Association").

**RECITALS**

**WHEREAS**, the Association has been established for the operation of University Park in accordance with the Declaration of Covenants, Conditions and Restrictions for University Park, recorded on January 17, 1992 in Official Records Book 1363 Page 0264 of the Public Records of Manatee County, Florida, as amended from time to time ("CCRs");

**WHEREAS**, University Park consists of thirty-two (32) Neighborhoods, each governed by their own Supplemental Declaration, as set forth in Article 3 of the CCRs;

**WHEREAS**, the Heathfield Neighborhood is governed by the Declaration of Restrictions for Heathfield recorded in Official Records Book 1588 Page 5078 of the Public Records of Manatee County, Florida, as amended from time to time ("Heathfield Supplemental Declaration");

**WHEREAS**, the annual meeting of the Heathfield Neighborhood was held on March 1, 2022, which meeting was duly noticed and a quorum was present in accordance with Section 3.5 of Article 3 of the CCRs ("Heathfield Neighborhood Meeting"); and

**WHEREAS**, an amended and restated version of the Heathfield Supplemental Declaration was submitted to and approved by the requisite number of Lot Owners in the Neighborhood at the Heathfield Neighborhood Meeting.

**NOW THEREFORE**, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The Heathfield Supplemental Declaration described above has hereby been replaced by the attached Amended and Restated Declaration of Restrictions for Heathfield.
3. All current and future Lot Owners in the Heathfield Neighborhood are hereby bound by the attached documents.

**[SIGNATURE PAGES TO FOLLOW]**

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 28<sup>th</sup>  
day of July, 2022.

**WITNESSES:**

Jennifer Everingham  
Print Name: Jennifer Everingham

B. Niehaus  
Print Name: Brian Niehaus

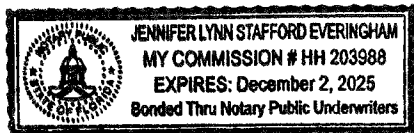
**UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation

By: Thomas Christopher  
Thomas Christopher, President

(Seal of Corporation)

**STATE OF FLORIDA  
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28<sup>th</sup> day of July, 2022 by Thomas Christopher as President of University Park Community Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.



Jennifer Everingham  
Signature of person taking acknowledgement

Jennifer Lynn Stafford Everingham  
Name typed, printed or stamped

Assistant Board Secretary  
Title or rank

HH 203988  
Serial number, if any

[SECOND SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 27th  
day of July, 2022.

WITNESSES:

UNIVERSITY PARK COMMUNITY  
ASSOCIATION, INC., a Florida not-for-  
profit corporation

Jennifer Everingham  
Print Name: Jennifer Everingham

By: Peter Conway  
Peter Conway, Secretary

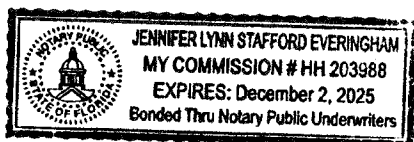
B. Niehaus  
Print Name: Brian Niehaus

(Seal of Corporation)

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 27th day of July, 2022 by  
Peter Conway as the Secretary of University Park Community  
Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification.

Jennifer Everingham  
Signature of person taking acknowledgement



Jennifer Lynn Stafford Everingham  
Name typed, printed or stamped  
Assistant Board Secretary  
Title or rank

HH 203988  
Serial number, if any

**AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
FOR  
HEATHFIELD**

*[Substantial Rewording of the Declaration of Restrictions for Heathfield. See original Declaration of Restrictions for Heathfield and prior amendments for present text.]*

This Amended and Restated Declaration of Restrictions for Heathfield is made this 28<sup>th</sup> day of July, 2022 by **UNIVERSITY PARK COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit ("Association").

**RECITALS:**

A. Woodlands Country Club Associates, LLP, a Florida limited liability partnership, f/k/a Woodlands Country Club Associates, a Florida general partnership ("Declarant"), and Channel Holdings Group LLP, a Florida limited liability partnership, f/k/a Channel Holdings Group, a Florida general partnership ("Developer"), heretofore recorded a Declaration of Restrictions for Heathfield (the "Declaration") in Official Records Book 1588, page 5078, of the Public Records of Manatee County, Florida, as amended from time to time.

B. Article 20 of the Declaration reserved unto Declarant and Developer the right to amend the Declaration, provided any such amendment reasonably conforms to the general purposes of the covenants and restrictions set forth in the Declaration.

C. Pursuant to Article 15.2 of the Declaration, Declarant and Developer reserved the right to assign any or all of their rights, interests, easements, powers, duties, obligations, and privileges under the Declaration.

D. Pursuant to Assignment of Developer Rights recorded in Official Records Book 2814, page 965, of the Public Records of Manatee County, Florida, Declarant and Developer assigned their rights under Articles 4.6 and 20 of the Declaration to the Association.

E. The Association now desires to amend the Declaration to be in accord with the Declaration of Covenants, Conditions and Restrictions for University Park (the "University Park Covenants") recorded in Official Records Book 1363, page 264, of the Public Records of Manatee County, as amended from time to time, which instrument is hereby incorporated by reference and establishes a general plan of restrictions for the administration, maintenance, preservation, use, and enjoyment of all lands within the University Park community.

F. Developer initially owned the following property lying and being in the County of Manatee, State of Florida, and has since transferred title for said property to various Persons:

Lots 1 through 37; and Tracts "NR1," "HFA," "HFB," "HFC," and "HFD";  
HEATHFIELD, as per plat thereof recorded in Plat Book 33, page 155 Public  
Records of Manatee County, Florida,

which property is hereinafter called the "Subdivision".

G. The Subdivision is part of a larger community known as "University Park," developed for residential and recreational uses and purposes.

H. The University Park Covenants contemplated the recording of "Supplemental Declarations" by which additional lands were made subject to the University Park Covenants and by which specific "Neighborhoods" were identified and more detailed restrictions applicable to such "Neighborhoods" were established.

I. This Declaration makes the Subdivision subject to the University Park Covenants, identifying the Subdivision as a "Neighborhood" within the University Park community, and establish more specific covenants and conditions concerning the development, improvement, and usage of the Subdivision property for the benefit and protection of all Subdivision property owners.

**NOW, THEREFORE**, pursuant to the amended rights under Articles 4.6 and 20 of the Declaration, the Association hereby amends the Declaration in its entirety declaring that all property in the Subdivision shall hereafter be subject to the following provisions, restrictions, reservations, covenants, conditions, and easements:

## **ARTICLE 1** **DEFINITIONS**

All capitalized terms that require specificity are as defined herein or in the University Park Covenants.

## **ARTICLE 2** **UNIVERSITY PARK**

**2.1 The Community.** The Subdivision is an integral part of a larger development known as "University Park." Certain lands within the University Park development are subject to the University Park Covenants, which have been established to provide for the administration, maintenance, preservation, use, and enjoyment of such lands. All lands which are subject to the University Park Covenants, in accordance with the provisions thereof, are referred to as the "Community." Pursuant to the University Park Covenants, the Subdivision is hereby made subject to the University Park Covenants and identified as part of the Community.

**2.2 University Park Covenants.** Each Lot Owner shall comply with the restrictions and provisions set forth in the University Park Covenants, and in the case of any conflict between the University Park Covenants and the Supplemental Declaration, the University Park Covenants shall prevail.

## **ARTICLE 3** **THE NEIGHBORHOOD**

**3.1 Supplemental Declaration.** This Declaration constitutes a Supplemental Declaration under the terms of the University Park Covenants.

**3.2 Neighborhood.** The Subdivision is hereby designated as a separate Neighborhood under the terms of the University Park Covenants.

**3.3 Neighborhood Common Areas.** Under the terms of the University Park Covenants, certain property may be designated in a Neighborhood as Neighborhood Common Areas, which shall be for the common use and benefit of one or more Neighborhoods in University Park and their respective Neighborhood Owners. Association hereby designate Tracts "NR1," "HFA," "HFB," "HFC," and "HFD" in the Subdivision as the Subdivision's Neighborhood Common Areas, which shall be for the common use and benefit of the Lot Owners, subject to the following provisions:

A. Tract "NR1." A paved roadway known as Heathfield Court on Tract "NR1" was constructed to provide access for the Lot Owners to the Community Roads, University Parkway, and Honore Avenue. Tract "NR1" constitutes a "Neighborhood Road" under the terms of the University Park Covenants, the use of which shall be limited to the Lot Owners.

B. Tract "HFB." Tract "HFB" is an open space area for the use and enjoyment of the Lot Owners and the maintenance of these areas is a continuing responsibility of the Neighborhood.

C. Tracts "HFA," "HFB," "HFC," and "HFD." Tracts "HFA," "HFB," "HFC," and "HFD" are open space areas for the use and enjoyment of the Lot Owners and the maintenance of these areas is a continuing responsibility of the Neighborhood.

In addition to Tracts "NR1," "HFA," "HFB," "HFC," and "HFD," the Subdivision's Neighborhood Common Areas include any tangible personal property acquired by the Association and located on such Tracts. Every Lot Owner shall have the non-exclusive right to use and enjoy such Tracts, and any Improvements constructed thereon.

**3.4 Required Sidewalk Installations.** The plans submitted to the Architecture and Landscape Committee ("ALC") for the construction of a home on each Lot may have provided for the installation of sidewalks. In the case of this Neighborhood, with respect to Lots 1 through 22 only, a four-foot-wide sidewalk was installed along the entire front Lot line in the area between the front Lot line and the paved surface of the roadway on Tract "NR1." Any sidewalks so installed shall be maintained pursuant to the University Park Covenants.

#### **ARTICLE 4** **MAINTENANCE**

**4.1 Maintenance of Lot and Improvements.** Each Lot Owner shall maintain the home and all other Improvements on the Lot in good, safe, healthy, neat, clean and orderly appearance and condition, consistent with the Community Standards, University Park Covenants, and this Declaration. Any damage, deterioration, or evidence of wear and tear of the exterior of the home or other Improvements on a Lot shall be repaired by the Lot Owner promptly.

**4.2 Irrigation Systems.** Each Lot Owner shall be responsible for the maintenance, repair, and replacement of the irrigation system within the Lot boundaries.

**4.3 Yard Light Fixtures.** Each Lot Owner shall be responsible for replacement of the yard light fixture located on the Lot that is beyond routine maintenance. The Association shall be responsible for the routine maintenance and repair of each yard light fixture, including the supply of gas to each fixture. The costs associated with the Association maintenance of the yard light fixtures and gas supply shall be apportioned to each Neighborhood accordingly.

**4.4 Lawns and Landscaping.** The Association shall maintain the lawn and landscaping on each Lot; provided, however, that each Lot Owner shall be responsible for any reasonably required replacement of the lawn and landscaping on his Lot, whether such replacement is required due to freezes or other acts of God, normal plant life expectancy, Lot Owner fault, or otherwise. The term "landscaping" shall mean all plants (including all vegetation, shrubs, and trees, but excluding the lawns) which are actually planted in the ground and are not located within a home or a screened enclosure.

**4.5 Failure to Maintain.** If a Lot Owner fails to maintain, repair and replace the Lot Improvements, yard light fixtures, lawns, landscaping and irrigation systems as required herein, the Association may, in its sole discretion, take action to perform the required maintenance, repair and replacement at the Lot Owners sole expense and take all actions authorized the University Park Covenants.

## **ARTICLE 5** **NEIGHBORHOOD EXPENSES**

In addition to all costs identified in the University Park Covenants, the Subdivision's Supplemental Neighborhood Expenses shall be comprised of all costs unique to this Neighborhood, properly imposed as a Supplemental Neighborhood Expense by the Board against the Lot Owners in the Subdivision, including:

A. The cost of maintaining the lawns and landscaping on the Lot Owner's respective Lots as set forth in this Declaration.

## **ARTICLE 6** **NEIGHBORHOOD RESTRICTIONS**

**6.1 Homes.** No building shall be erected or permitted to remain on any Lot other than one single-family home containing at least 2,200 square feet of air-conditioned living area (exclusive of open or screen porches, terraces, and garages), which home shall not exceed two stories in height.

**6.2 Setback Lines.** No home or other structure (which shall be deemed to include a porch, veranda, garage, pool cage, lanai, screen enclosure, and the like) shall be erected or placed upon any part of a Lot such that any portion of the home or structure (excluding eaves or overhangs): (a) encroaches on any "building setback line" or "landscape buffer" denoted on the plat of the Subdivision; (b) encroaches on any specific easement reserved unto or granted by the

Association pursuant to the University Park Covenants or the plat of the Subdivision; (c) is closer than 20 feet to the front Lot line (25 feet as to any garage whose driveway entrance faces the front Lot line), 7.5 feet to either side Lot line, or 15 feet to the rear Lot line; or (d) is constructed in violation of any setback requirements of Manatee County then in effect. The setbacks described in this Article are minimum setbacks; the ALC may, in its discretion, require setbacks from particular front, side, or rear Lot lines greater than those specified in this Article. Notwithstanding any of the above, construction of terraces, patios, low platforms or steps, decks, fences, walls, swimming pools, and similar low, open, unroofed and unscreened installations shall be permitted within any setback area, and construction of pool cages and screen enclosures shall be permitted within any rear setback area, provided that such construction: (1) does not violate any provisions of law; (2) in the opinion of the ALC, does not interfere with the exposure, view, or reasonable privacy of adjoining or facing properties; and (3) is otherwise approved by the ALC.

**6.3 Animals.** No horses, cattle, swine, goats, poultry, or other animal or fowl not customarily regarded as a household pet shall be kept on any Lot. No pet shall be permitted to roam outside except on a leash or within a fenced-in area. No pet may be kept on any Lot if, in the sole judgment of the Board, it is determined that the pet, due to its size, breed, past or present aggressiveness or viciousness, or other factors, is or is expected to be a source of excessive disturbance, annoyance, or danger to the Lot Owners or other Persons. The authority of the Board to prohibit, or direct the disposal of, any pet shall not be construed as imposing any duty on the Board to do so. Lot Owners having pets shall remove all pet droppings.

**6.4 Occupants Bound.** All provisions of this Declaration and the University Park Covenants governing the usage of a Lot or the conduct of the Lot Owner shall also apply to all occupants of the Lot and all family members, guests, and invitees of the Lot Owner. Each Lot Owner shall cause all such occupants, family members, guests, and invitees to comply with such provisions and shall be jointly and severally responsible with such occupants, family members, guests, and invitees for any violation by them of such provisions. The lease of any Lot shall be deemed to include a covenant on the part of the tenant to comply with and be fully bound by such provisions.

## **ARTICLE 7** **EASEMENTS**

**7.1 Reserved by Association.** The Association hereby reserves for the benefit of itself, its successors and assigns, perpetual easements for the installation, construction, repair, maintenance, and replacement of lines, pipes, wells, drains, cables, equipment, apparatus, structures, roads, driveways, and other Improvements for private or public utility services of all kinds, including without limitation, water, sewer, drainage, irrigation, fire protection, electricity, telephone, cable television, and trash disposal, over, under, through, and across: (a) all utility and drainage easement areas shown on the plat of the Subdivision; and (b) that portion of each Lot lying within 10 feet of any abutting Neighborhood Road or Community Road.

**7.2 Maintenance.** The easement area of each Lot and all Improvements located within it shall be maintained continuously by the Lot Owner, except for those Improvements for which



the Association, utility company, or public authority is responsible. No drainage easement, swale, canal, or pond may be obstructed, filled in, or altered without the Association's written approval. Any walls, fences, paving, landscaping, or other Improvements constructed, placed, or planted by a Lot Owner over the easement area of his Lot may be removed by the Association or other Person entitled to use the easement if required for the installation or maintenance of Improvements or facilities related to the purpose for which the easement was reserved or granted; provided, however, if the Association or such other Person should in the exercise of its easement rights disturb any grass, soil, paving, or other Improvements, the Association or such other Person, as the case may be, shall restore the same as nearly as practicable to its condition prior to the disturbance.

**7.3 Emergency Access Easement.** Pursuant to the plat of the Subdivision, the Association has granted to Manatee County and others (each a "Governmental Service Provider") an "Emergency Access Easement." The Emergency Access Easement is located upon Tracts "UPA" and "UPB," as shown on the plat of the Subdivision (a portion of which is between Lots 22 and 23). The Emergency Access Easement shall be perpetually maintained as such by the Association, all in accordance with requirements established on the approved final site plan for the Subdivision. If the Association fails to perform its maintenance responsibilities (including replacement of sod or road surface as necessary), each Governmental Service Provider shall have the right, but not the obligation, to perform such maintenance responsibilities, provided such Governmental Service Provider has first, by written notice to the Association, afforded the Association a period of 30 days within which to correct such failure. If a Governmental Service Provider exercises its right to perform the Association's maintenance responsibilities, agents and employees of such Governmental Service Provider shall have the right to enter upon the Emergency Access Easement to perform such maintenance, all without liability or responsibility, criminal or civil, for trespass or any other action. All costs incurred by such Governmental Service Provider in performing the Association's maintenance responsibilities hereunder shall be due and payable by the Association to such Governmental Service Provider within 30 days of submission of such costs to the Association and shall bear interest at 12% per annum if not paid within 30 days of when due.

## **ARTICLE 8** **RIGHTS OF INSTITUTIONAL MORTGAGEES**

The termination of the provisions of this Declaration by approval of the Lot Owners pursuant to Article 9.2 of this Declaration, and any amendments to the provisions of this Declaration by approval of the Lot Owners pursuant to Article 10(a) of this Declaration materially and adversely affecting the rights or interests of Institutional Mortgagees, shall require the written consent of Institutional Mortgagees holding at least 51 percent of all mortgages held by Institutional Mortgagees. Such consent shall not be unreasonably withheld.

## **ARTICLE 89** **DURATION**

**9.1 Covenants to Run with the Title to the Land.** The provisions of this Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with

the title to the property subject hereto and shall remain in full force and effect until terminated in accordance with the provisions of Article 9.2 or otherwise according to the laws of the State of Florida.

**9.2** **Term.** The provisions of this Declaration shall be binding upon all Lot Owners for a period of 50 years from the date of this Declaration hereof, after which time they shall be deemed to be automatically extended for successive periods of 10 years each unless prior to the commencement of any such 10-year period the termination of this Declaration is (a) approved by Lot Owners owning the majority of the Lots in the Subdivision and the Board and (b) a written instrument certifying that such approval has been obtained is signed by the President and Secretary of the Association and recorded in the Public Records. The termination of this Declaration shall not terminate any easement rights then existing in favor of any Person by virtue of the provisions of this Declaration, it being the intent hereof that all such easement rights shall survive a termination of this Declaration.

## **ARTICLE 10** **AMENDMENTS**

This Declaration may be amended at any time and from time to time upon: (a) the approval of Lot Owners owning the majority of the Lots in the Subdivision, and (b) approval by the Board of Directors and (c) the recording in the Public Records of an amendatory instrument executed by the President and Secretary of the Association certifying that such approvals have been obtained. All amendments shall reasonably conform to the general purposes of this Declaration set forth herein.

## **ARTICLE 11** **MISCELLANEOUS**

**11.1** **Governing Law.** The construction, validity, and enforcement of the provisions of this Declaration shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with this Declaration shall be in Manatee County, Florida.

**11.2** **Notices.** Any notice authorized or required to be given to any Lot Owner, or such Lot Owner's representative, under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when (i) mailed, postage prepaid, to the last known address of the Person who appears as the Lot Owner, or such Lot Owner's representative, on the records of the Association at the time of such mailing or (ii) sent by electronic transmission in accord with Chapter 720. Any notice authorized or required to be given to the Association under the provisions of this Declaration shall be in writing and shall be deemed to have been properly given when mailed, postage prepaid, to the address of the Association's principal office at the time of such mailing.

**11.3** **Waiver.** Failure of the Association to insist upon strict performance of any provision of this Declaration with respect to any Lot Owner or property in the Subdivision shall not be deemed to be a waiver of such provision as to such Lot Owner or property unless the Association has executed in writing a waiver thereof. Any such written waiver of any

provision of this Declaration by the Association with respect to any Lot Owner or property in the Subdivision shall not constitute a waiver of such provision as to any other Lot Owner or property.

**11.4 Invalidation.** The invalidation of any provision of this Declaration by lawful court order shall not affect or modify any of the other provisions of this Declaration, which other provisions shall remain in full force and effect.

**11.5 Usage.** Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. Titles of Articles, paragraphs, and sub-paragraphs of this Declaration are for convenience only and neither limit nor amplify the provisions of this Declaration.

**IN WITNESS WHEREOF,** Association has caused this Declaration to be executed in the Associations name the day and year first above written.

**UNIVERSITY PARK COMMUNITY  
ASSOCIATION, INC.**

By: Thomas A Christopher

Thomas Christopher

As its President