

CERTIFICATE OF RECORDATION

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS THE HERON

AMENDED AND RESTATED ARTICLES OF INCORPORATION AMENDED AND RESTATED BYLAWS THE HERON MASTER ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amended and Restated Governing Documents were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 20th day of January, 2004. The original Declaration of Covenants and Restrictions for The Heron is recorded at O.R. Book 2138, at Pages 4729 et. seq. of the Lee County Public Records. The Heron Master Association, Inc. administers recreational facilities available to unit owners in The Heron Coach Houses, A Condominium (Declaration of Condominium recorded at O.R. Book 2140, at Pages 1789 et. seq. of the Lee County Public Records) and The Heron Coach House Villas, A Condominium (Declaration of Condominium recorded at O.R. Book 2598, at Pages 1964 et. seq. of the Lee County Public Records), both as amended.

The Amended and Restated Declaration of Covenants and Restrictions of The Heron is attached hereto. The Amended and Restated Articles of Incorporation of The Heron Master Association, Inc. are also attached. The Amended and Restated By-Laws of The Heron Master Association, Inc. are also attached. The Rules and Regulations of the Association are not herewith recorded. The Rules and Regulations may also be further amended without recordation of said changes in the public records. The current version of the Rules and Regulations are available from the Association for interested parties.

WITNESSES:
(TWO)

THE HERON MASTER
ASSOCIATION, INC.

Wayne DeGangi
Signature

Wayne DeGangi
Printed Name

Donald Paul Greese
Signature

Donald Paul Greese
Printed Name

BY: Charles Hornell
Charles Hornell, President

Date: 2/2/04
(CORPORATE SEAL)

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Page 1 of 2

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STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2 day of FEBRUARY, 2004 by Charles Hornell as President of The Heron Master Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Mary I Davis
Notary Public

MARY I DAVIS
Printed Name

My commission expires: 5-10-2004

227640_1.DOC



AMENDED AND RESTATED DECLARATION OF
COVENANTS AND RESTRICTIONS

FOR

THE HERON

A Development Consisting of Two
Condominium Development Units

SUBSTANTIAL REWORDING OF DECLARATION OF COVENANTS AND
RESTRICTIONS - SEE CURRENT DECLARATION OF COVENANTS AND
RESTRICTIONS FOR CURRENT TEXT

RECITALS:

In a Declaration of Covenants and Restrictions recorded at O.R. Book 2138, Pages 4729 et seq. of the Lee County Public Records on March 30, 1990, the Developer declared that the real property described in attached Exhibit "A" shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, and charges and liens set forth in said Declaration.

By adoption of this Amended and Restated Declaration of Covenants and Restrictions, the Association members hereby adopt certain amendments to the Declaration of Covenants and Restrictions and hereby restate the Declaration of Covenants and Restrictions and its Exhibits in its entirety.

Amended and Restated Declaration of
Covenants and Restrictions
Page 1 of 7

ARTICLE I

Definitions

1. "Declaration" shall mean the covenants, conditions and restrictions and other provisions hereinafter set forth together with any amendments which may be made to this instrument.
2. "Association" shall mean and refer to THE HERON MASTER ASSOCIATION, INC., its successors and assigns.
3. "Developer" shall mean and refer to THE FOREST JOINT VENTURE, a Florida general partnership, or their successors or assigns.
4. "Properties" and "The Property" shall mean the property described in attached Exhibit "A".
5. "Common Area" shall mean and refer to those areas of land shown on attached Exhibit "B" and attached Exhibit "C", and which properties are intended to be devoted to the common use and enjoyment of the owners of any part of the property described in attached Exhibit "A".
6. "Unit" shall mean and refer to any portion of a structure situated upon the property designed and intended for use and occupancy as a residence by a single family, including condominium units, together with the surrounding lot, unless the context dictates otherwise.
7. "Owner" shall mean and refer to the record owner of the fee simple title to any unit or units described herein or any lot, whether one or more persons or entities.

ARTICLE II

Property Subject to the Declaration

The real property which is described on attached Exhibit "A" is subject to this Declaration. Specifically, the Heron Coach House Condominium and the Heron Coach House Villas Condominium ("The Heron" or "The Heron Coach Houses") are subject to the restrictions, easements, and use rights as are set out herein.

ARTICLE III

The Heron Master Association, Inc.

Enforcement Entity. The Developer has caused to be created THE HERON MASTER ASSOCIATION, INC., a Florida corporation, which corporation has the obligation, along with those powers and obligations set forth in its Articles of Incorporation and Bylaws, to enforce

Amended and Restated Declaration of
Covenants and Restrictions
Page 2 of 7

these covenants and restrictions. A copy of the Articles of Incorporation and Bylaws are appended hereto as Exhibits "D" and "E" respectively and incorporated herein by reference.

ARTICLE IV

Common Areas

Section 1. Obligation of the Association. The Association, subject to the rights of the owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the common areas and all improvements thereon and shall keep the same in good, clean, attractive, and sanitary condition, order and repair and shall assess the owner for the cost of such maintenance and repair as is necessary to discharge such obligations and such assessment shall be secured by a lien against the owners property(ies). Provided, however, if the repair or maintenance of a common area is necessitated by the negligence or deliberate conduct of one or more of the owners then that/those owner(s) shall be responsible for the cost of the repair of maintenance.

Section 2. Common areas constructed in conjunction with the initial development of THE HERON Development will be a poolside screened party room and a swimming pool which may be used by all owners in THE HERON.

Section 3. Easement of Enjoyment. Each and every member of the Association shall, subject to the provisions herein, have a right and easement of enjoyment in and to the common areas which shall be appurtenant and shall pass with title to every unit and lot and every member shall have the right of enjoyment in the common areas.

Section 4. Roadway Easement. Access to this property from Forest Oak Drive is provided by private roadway easements so depicted on attached Exhibit "B". Each and every member shall, together with their families, guests, and invitees, have and be entitled to the use of these easements for ingress and egress to their units subject to the Association's authority to reasonably regulate the same for the welfare of the entire community. The maintenance for this roadway shall be the responsibility of the Association, and it shall be empowered to levy necessary assessments, which assessments shall be secured by a lien upon each and every individual unit.

Section 5. Easement for Utilities. The Association has the right to grant easements, temporary or permanent, to all public authorities and utility companies over any part of the common area described herein, or along with any lot line, but only to the extent necessary in order to provide adequate utilities service to the common areas or to the various developments within The Heron.

Section 6. Additionally, the Association shall have the responsibility for the maintenance of any private easements for utility, drainage or other purposes over and across the property, which service more than one condominium or development within the property described on Exhibit "A".

ARTICLE V

Total Maintenance

Total Maintenance. In addition to maintenance previously described, the Association shall provide total maintenance, including building landscaping and lawn care, repair or replacement so that each structure is maintained in a substantially similar condition as initially constructed, normal wear and tear excluded, upon each common area which is subject to this Declaration. The cost of such maintenance shall be added and become a part of the Association assessments. In the event that the need for maintenance or repairs is caused through the willful or negligent act of one of the owners, his family, guests, or invitees, then cost of repairs or maintenance shall be borne by that owner.

ARTICLE VI

Maintenance Assessments

Section 1. Lien Rights of Association. Each owner of any unit by acceptance of a deed thereof is deemed to covenant and agree to pay the Association periodic general assessments or charges, special assessments for capital improvements and annual or special parcel assessments or charges, which assessments may be established and collected as determined by the Association. The Association may choose to collect such assessments from the Associations for The Heron Coach Houses and Heron Coach House Villas ("the sub-associations") instead of from the individual unit owners. In that event, the sub-associations shall assess and collect the Master Association assessment as a common expense of the Condominium operated by the sub-association. All such assessments, together with interest thereon and the cost of collection thereof, shall be a charge on the unit of the members and shall be a continuing lien upon the unit against which each said assessment is made. Additionally, each such assessment, together with interest and cost of collection thereon, shall also be the personal obligation of the owner of the unit ~~or lot~~ at the time that the assessment falls due. The Association shall be entitled to its reasonable attorney's fees and costs in any litigation to collect such assessment, including any appeal, and those amounts shall also be secured.

Section 2. Purpose of Assessments. Assessments may be made to promote the recreation, health, safety and welfare of the residents of the property and for improvement, maintenance and operation of the common areas and facilities, as well as all other purposes stated or implied in this document in order to carry out the functions of the Association.

Section 3. Recording of Notice of Lien. In order to perfect the lien against any unit owner for any assessment provided for herein, the Association shall record a notice of lien in the public records in and for Lee County, Florida, which states sufficiently in the legal description of the unit, the last known record owner of the unit and the amount of the lien and otherwise states the claims of the Association. The notice shall be executed by the President of the Association, or in his absence, the Vice President, or as otherwise may be permissible for the execution of deeds by a corporation under Florida law.

Amended and Restated Declaration of
Covenants and Restrictions
Page 4 of 7

Section 4. Method of Assessments. Assessments shall be implemented by way of a two-thirds vote of the directors of the Board of the Association. The Board may provide for the collection of assessments in periods no more frequently than monthly.

Section 5. Non-Payment of Assessments. Any assessment not paid within thirty (30) days after the due date shall, upon resolution of the Board, bear interest from the due date at a percentage rate no greater than the current statutory maximum annual interest rate legally chargeable to such accounts. The Association may at any time after the running of that 30-day period, bring an action at law against that person personally obligated to pay the assessment and foreclose the Association's lien against the affected unit. The Association may elect to pursue either of the above remedies without, until entry of a judgment, waiving its rights to pursue the other remedy. All owners shall be liable for the assessments regardless of their use or non-use of the common areas or facilities.

Section 6. Subordination of Assessment Lien to First Mortgage Liens to Institutional Lenders. The lien or liens of the assessments provided for herein shall be subordinate to the lien of any first mortgage to any commercial bank, be it chartered state or federally, any savings and loan association, any insurance company or investment arm thereof or any other independent and recognizable financial institution in the business of making real estate loans.

Section 7. Sale or Transfer of Unit. The sale or transfer of any unit shall not affect the assessment lien, except, however, the sale or transfer of any unit pursuant to foreclosure of a lien described in Section 6 above, or a deed given in lieu of foreclosure of a lien described in Section 6 above, shall extinguish the lien as to any such assessment and as to payments which became due prior to such sale or transfer, but that sale or transfer shall not release such unit from liability for any assessments thereafter becoming due or from the lien for such subsequent assessments.

ARTICLE VII

Utility Easement

Utility Easement. There is hereby created a blanket easement, upon, across, over, through and under the above-described properties, for ingress, egress, installation, replacement and repair or maintenance of all utility service lines and systems included but not limited to water, sewer, gas, telephone, electricity, television, cablevision or communication lines and systems serving the common areas. By virtue of this easement, it shall be expressly permissible for the providing utility or service company to install and maintain facilities or equipment on said property, to excavate for such purposes and to affix and maintain wire circuits and conduits on, in and under the roofs and exterior walls of said residences, provided such company restores such disturbed areas to the condition in which they were found, and provided further that any location of such utilities shall be approved by the Association prior to their installation. This grant of easement shall be in no way construed as a limitation on any other easements which may be granted on the properties by the Association.

ARTICLE VIII

Amended and Restated Declaration of
Covenants and Restrictions
Page 5 of 7

Insurance

Property and Casualty Insurance. Liability, property and casualty insurance on the common areas and facilities shall be maintained through the Association. Each owner of any unit shall be assessed annually or such other regular period as is convenient to service the insurance premium for the referenced coverage. Property and casualty insurance shall be maintained in an amount equal to the maximum insurance replacement value then available. Liability insurance shall be maintained in such amounts as the Board of Directors of the Association deems appropriate. The assessment for insurance shall be due and payable when billed which shall be at least two months prior to the expiration date of the policy. The Association may include such amounts in the monthly assessments including an amount deemed sufficient to create a reserve for such premium(s). All insurance payments made by owners after the date of the prior policy's expiration shall bear interest at the highest legal rate permissible from the date of expiration until payment and shall be further secured by a lien against the unit. Additionally, the Association is empowered to purchase such other insurance as they may deem appropriate on the common areas or otherwise to protect the Association and its members and any premium for such insurance shall be handled as set forth herein. In the event of any casualty, loss or other consequence leading to the payment of insurance proceeds, the Association shall be agent of all owners and shall adjust such loss on their behalf if reconstruction is determined to be inappropriate by 75% of the members.

ARTICLE IX

Enforcement of the Covenant of this Instrument

The Association, along with each and every unit owner, shall have the right, by action against any person or persons violating or attempting to violate any covenants contained herein, to bring an action to enjoin or restrain the violation or to recover damages or pursue any other remedies as might be provided by law. The party bringing the action shall be entitled, if successful, to recover in addition any costs and disbursements allowed by law, a reasonable attorney's fee, including any cost or attorney's fee incident to an appeal.

ARTICLE X

Miscellaneous

Section 1. Invalidation of Provisions Hereof. If any provision of these covenants shall be determined to be invalid by court order or otherwise, that invalidity shall in no way effect any other provisions of this document which shall remain in full force and effect.

Section 2. Duration. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date of their recording and shall automatically be extended for successive period of ten (10) years unless a majority of the owners at the expiration of any prior period elects to terminate their force and effect; provided, however, that termination will cause the then unit owners to become tenants in

common of an undivided equal interest in the common area(s) in the development as an appurtenance to their ownership of any unit.

Section 3. Captions. The captions of any paragraphs or subparagraphs herein are for convenience only; they are not to be construed as in any way altering the substance of this document or to interpret the interest of any provision.

Section 4. Legal Interpretation. This document is executed and shall be interpreted under the laws of the State of Florida.

223437_3.DOC

EXHIBIT "A"
TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND
RESTRICTIONS

A tract of land lying in the East Half (E.½) of the Southeast Quarter (S.E.¼) of Section 2, Township 46 South, Range 24 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southwest corner of the East half (E.½) of the Southeast Quarter (S.E.¼) of said Section 2; thence run N.00°25'23"W. along the West line of the East Half (E.½) of the Southeast Quarter (S.E.¼) for 1475.56 feet; thence run S.86°31'41"E. for 242.89 feet to the point of beginning; thence run N.05°43'48"W. for 148.19 feet; thence run N.09°28'50"E. for 236.18 feet; thence run N.26°39'45"W. for 117.18 feet; thence run N.21°04'11"W. for 110.29 feet; thence run N.50°59'50"E. for 125.63 feet; thence run N.13°45'10"W. for 105.89 feet; thence run N.54°05'37"W. for 87.85 feet; thence run N.00°28'20"W. for 330.81 feet; thence run N.89°01'32"E. for 367.54 feet to a point on the Westerly right-of-way line of Forest Oaks Drive; thence run Southeasterly along said right-of-way line for 179.80 feet on the arc of a curve concave Easterly having a radius of 500.10 feet (chord bearing S.12°19'33"E., chord distance of 178.84 feet) to a point of tangency; thence run S.22°37'33"E. along said right-of-way for 63.48 feet; thence run Southeasterly along said right-of-way for 141.37 feet on the arc of a curve concave Northeasterly having a radius of 90.00 feet (chord bearing S.67°37'33"E., chord distance of 127.28 feet) to a point of cusp; thence run S.67°22'27"W. for 53.83 feet; thence run S.08°15'35"W. for 681.81 feet; thence run S.37°09'43"W. for 241.57 feet; thence run N.86°31'41"W. for 185.00 feet to the point of beginning.

Said parcel being a Replat of Tracts J, K, L, Part of Tract N and Part of Spotted Fawn Court recorded in Plat Book 37, at Pages 51 – 55, Public Records of Lee County, Florida.

223788_1.DOC

EXHIBIT "B"

DESCRIPTION: Ingress and Egress Easement
 Heron Coach Houses

An easement for Ingress and Egress over and across part of the Southeast Quarter (S.E. ¼) of said Section 2, Township 46 south, Range 24 East, Lee County, Florida more particularly described as follows:

Commencing at the Southwest corner of the East Half (E. ½) of the Southeast Quarter (S.E. ¼) of said Section 2; thence run N.00°25'23"W. along the West line of the East Half (E.1/2) of the Southeast Quarter (S.E. ¼) of said Section 2 for 2610.07 feet; thence run N.89°01'32"E. for 548.83 feet to a point on the West right-of-way line of Forest Oaks Drive (60.00 feet wide); thence run Southerly for 162.29 feet along the arc of a curve concave to the Northeast having a radius of 500.10 feet (chord bearing S.11°19'21"E., chord distance of 161.58 feet) to the point of beginning; thence continue along said right-of-way line for 17.51 feet along the arc of a curve concave Northeasterly having a radius of 500.10 feet (chord bearing S.21°37'22"E., chord distance of 17.51 feet); thence run S.22°37'33"E. for 3.49 feet; thence run S.67°00'00"W. for 45.43 feet to a point of curvature; thence run Southerly for 54.30 feet along the arc of a curve concave Southeasterly having a radius of 65.00 feet (chord bearing S.43°04'00"W., chord distance of 52.74 feet) to a point of tangency; thence run S.19°07'59"W. for 34.10 feet to a point of cusp; thence run Northwesterly for 94.96 feet along the arc of a curve concave Southwesterly having a radius of 89.00 feet (chord bearing N.11°26'05"W., chord distance of 90.52 feet); thence run N.67°00'00"E. for 100.12 feet to a point on said West line of Forest Oaks Drive; thence run Southerly for 21.05 feet along the arc of a curve concave Northeasterly having a radius of 500.10 feet (chord bearing S.19°24'50"E., chord distance of 21.04 feet) to the point of beginning.

Parcel described herein contains .10± acres.

Together with:

A 24 foot easement for Ingress and Egress over and across part of the Southeast Quarter (S.E. ¼) of Section 2, Township 46 South, Range 24 East, Lee County, Florida lying in 12 feet each side of the following described line:

Commencing at the Southwest corner of the East Half (E. ½) of the Southeast Quarter (S.E. ¼) of said Section 2; thence run N.00°25'23"W. along the West line of the East Half (E. ½) of the Southeast Quarter of said Section 2 for 2610.07 feet; thence run N.89°01'32"E. for 548.83 feet to a point on the West right-of-way line of Forest Oaks Drive (60.00 feet wide); thence run Southerly for 162.29 feet along the arc of a curve concave to the Northeast having a radius of 500.10 feet (chord bearing S.11°19'21"E., chord distance of 161.58 feet); thence run S.67°00'00"W. for 106.37 feet to a point on the arc of a curve and also being the point of beginning; thence run Southerly for 64.62 feet along the arc of a curve concave Southwesterly having a radius of 77.00 feet (chord bearing S.04°54'27"E., chord distance of 62.74 feet) to a

point of tangency; thence run S.19°07'59"W. for 77.98 feet to Reference Point "A"; thence continue S.19°07'59"W. for 9.07 feet to a point of curvature; thence run Southerly for 133.57 feet along the arc of a curve concave Southeasterly having a radius of 400.00 feet (chord bearing S.09°34'00"W., chord distance of 132.95 feet) to a point of tangency; thence run South for 176.21 feet to a point of curvature; thence run Southwesterly for 99.75 feet along the arc of a curve concave Northwesterly having a radius of 571.50 feet (chord bearing S.05°00'00"W., chord distance of 99.62 feet) to a point of tangency; thence run S.10°00'00"W. for 257.03 feet to a terminus of herein described centerline.

Together with:

Beginning at Reference Point "A" run N.75°25'03"W. for 111.41 feet to a point of curvature; thence run Northwesterly for 25.89 feet along the arc of a curve concave Northeasterly having a radius of 22.00 feet (chord bearing N.41°42'32"W., chord distance of 24.42 feet) to a point of tangency; thence run N.08°00'00"W. for 89.06 feet to a point of curvature; thence run Northeasterly for 33.46 feet along the arc of a curve concave Southeasterly having a radius of 27.00 (chord bearing N.27°30'00"E., chord distance of 31.36 feet) to a point of tangency; thence run N.63°00'00"E. for 74.99 feet to a point of curvature; thence run Easterly for 20.77 feet along the arc of a curve concave Southerly having a radius of 17.00 feet (chord bearing S.82°00'00"E., chord distance of 19.50 feet) to a point of tangency; thence run S.47°00'00"E. for 56.35 feet to a point of curvature; thence run Southerly for 24.22 feet along the arc of a curve concave Southwesterly having radius of 77.00 feet (chord bearing S.37°57'31"E., chord distance of 24.12 feet) to the terminus of herein described centerline.

EXHIBIT "C"

DESCRIPTION: Heron Coach Houses Community Association

A tract of land lying in part of Section 2, Township 46 South, Range 24 East, Lee County, Florida, being part of Tract "Z", resubdivision of Tracts J, K, L and part of N, the Oaks Unit One, as recorded in Plat Book 43, Pages 85 *et seq.* of the Public records of Lee County, Florida being more particularly described as follows:

Commencing at the Northwest corner of said Tract "Z"; thence run N.89°01'32"E. along the boundary line of said Tract "Z" for 367.54 feet to the point of beginning; thence run Southerly along the boundary line of said Tract "Z" 162.29 feet along the arc of a curve concave Northeasterly having a radius of 500.10 feet (chord bearing S.11°19'21"E., chord distance of 161.58 feet); thence run S.67°00'00"W. for 106.37 feet; thence run Northerly 24.22 feet along the arc of a curve concave Southwesterly having a radius of 77.00 feet (chord bearing N.37°57'31"W., chord distance of 24.12 feet to a point of tangency; thence run N.47°00'00"W. for 68.25 feet; thence run N.63°00'00"E. for 21.27 feet; thence run North for 122.87 feet to a point on the boundary line of said Tract "Z"; thence run N.89°01'32"E. along the boundary line of said Tract "Z" for 112.00 feet to the point of beginning.

**ARTICLES OF AMENDED AND RESTATED
ARTICLES OF INCORPORATION**

Pursuant to the provision of Section 617, Florida Statutes, the undersigned corporation adopts the following Articles of Amended and Restated Articles of Incorporation.

FIRST: The name of the corporation is The Heron Master Association, Inc.

SECOND: The attached Amended and Restated Articles of Incorporation were adopted by the membership.

THIRD: The attached Amended and Restated Articles of Incorporation were adopted by the required vote of the members on the 20th day of January, 2004.

FOURTH: The number of votes cast were sufficient for approval.

WITNESSES:
(TWO)

THE HERON MASTER
ASSOCIATION, INC.

Linda Hancock
Signature
LINDA HANCOCK
Printed Name

BY: Charles Hornell
Charles Hornell, President

Date: _____

Wayne R. DeYong
Signature
Wayne R. DeYong
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 2 day of FEBRUARY, 2004 by Charles Hornell as President of The Heron Master Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Mary I Davis
Notary Public
MARY I DAVIS
Printed Name

My commission expires: 5-10-04



EXHIBIT "D"

FILED

AMENDED AND RESTATED ARTICLES OF INCORPORATION

04 FEB 20 AM 10:02

OF THE HERON MASTER ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

(A Corporation Not for Profit)

SUBSTANTIAL REWORDING OF ARTICLES OF INCORPORATION –
SEE CURRENT ARTICLES OF INCORPORATION FOR CURRENT TEXT

ARTICLE I

Name

The name of this corporation is THE HERON MASTER ASSOCIATION, INC.

ARTICLE II

Purposes

The general nature of the objects and purposes of this corporation shall be the enforcement entity responsible for the common areas, roadway and utility easements in a development known as THE HERON COACH HOUSES constructed on lands described in Exhibit A, responsible not only for enforcement but for maintenance and improvements and other objects and purposes' as might be appropriate under these Articles and the Declaration of Covenants and Restrictions for The Heron Coach Houses, a Development consisting of Separate Condominiums, specifically The Heron Coach Houses Condominium and Heron Coach House Villas Condominium.

ARTICLE III

Qualification of Members

The membership of this corporation shall constitute all persons hereinafter named as subscribers and the owners of any unit in the Development shall be members of The Heron Coach Houses Master Association, Inc.

ARTICLE IV

Term of Existence

This corporation is to exist perpetually or until such time as the need for this corporation no longer exists.

ARTICLE V

Section 1. The officers of the corporation shall be a President, a Secretary, a Treasurer, and such other officers as may be provided in the Bylaws.

Section 2. The officers shall be appointed as provided in the Bylaws.

ARTICLE VI

Board of Directors

Section 1. The business affairs of this corporation shall be managed by the Board of Directors. This corporation shall have five (5) directors unless changed by the Bylaws.

Section 2. The Board of Directors shall be members of the corporation.

Section 3. Members of the Board of Directors shall hold office in accordance with the Bylaws.

ARTICLE VII

Bylaws

Section 1. The Board of Directors of this corporation may provide such Bylaws for the conduct of its business and the carrying out of its purposes as they may deem necessary from time to time.

Section 2. Upon proper notice, the Bylaws may be amended, altered or rescinded as set forth therein.

ARTICLE VIII

Amendments

Section 1. These Articles of Incorporation may be amended at a special meeting of the membership called for that purpose, by a majority vote of those present.

Section 2. Amendments may also be made at a regular meeting of the membership upon notice given of intention to submit such amendments.

ARTICLE IX

Location

The street address of the Association shall be such location within Lee County as may from time to time be determined by the Board of Directors.

ARTICLE X

Nonprofit Status

Section 1. No part of the net earnings of the corporation shall inure to the benefit of any individual or member.

ARTICLE XI

Dues

The amount of the dues payable by members shall be such amount as may be determined from time to time by the Board of Directors.

ARTICLE XII

Powers

In order to promote the purposes of this corporation, it may acquire property by grant, gift, purchase, devise or bequest, and hold and dispose of such property as the corporation shall require for the benefit of the members and not for pecuniary profit.

ARTICLE XIII

Meetings

Section 1. The annual meeting shall be held as may be provided in the Bylaws.

Section 2. The corporation may provide in its Bylaws for the holding of additional regular meetings and any special meetings, and shall provide notice of all such meetings.

ARTICLE XIV

Distribution of Assets upon Dissolution

No person, firm or corporation shall ever receive any dividends or profits from the undertaking of this corporation and upon dissolution of this organization, all of its assets remaining after payment of all costs and expenses of such dissolution shall be distributed to organizations which have qualified for exemption under applicable provisions of the Internal Revenue Code, or to the Federal government, or to a State or local government, for a public purpose, and none of the assets will be distributed to any member, officer or trustee of this corporation.

223731_5.DOC

EXHIBIT "A"
TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION

DESCRIPTION: Resubdivision of Tracts J,K,L, Part of Tract N & Part of Spotted Fawn Court, The Oaks Unit One

A tract of land lying in the East Half (E.½) of the Southeast Quarter (S.E.¼) of Section 2, Township 46 South, Range 24 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southwest corner of the East half (E.½) of the Southeast Quarter (S.E.¼) of said Section 2; thence run N.00°25'23"W. along the West line of the East Half (E.½) of the Southeast Quarter (S.E.¼) for 1475.56 feet; thence run S.86°31'41"E. for 242.89 feet to the point of beginning; thence run N.05°43'48"W. for 148.19 feet; thence run N.09°28'50"E. for 236.18 feet; thence run N.26°39'45"W. for 117.18 feet; thence run N.21°04'11"W. for 110.29 feet; thence run N.50°59'50"E. for 125.63 feet; thence run N.13°45'10"W. for 105.89 feet; thence run N.54°05'37"W. for 87.85 feet; thence run N.00°28'20"W. for 330.81 feet; thence run N.89°01'32"E. for 367.54 feet to a point on the Westerly right-of-way line of Forest Oaks Drive; thence run Southeasterly along said right-of-way line for 179.80 feet on the arc of a curve concave Easterly having a radius of 500.10 feet (chord bearing S.12°19'33"E., chord distance of 178.84 feet) to a point of tangency; thence run S.22°37'33"E. along said right-of-way for 63.48 feet; thence run Southeasterly along said right-of-way for 141.37 feet on the arc of a curve concave Northeasterly having a radius of 90.00 feet (chord bearing S.67°37'33"E., chord distance of 127.28 feet) to a point of cusp; thence run S.67°22'27"W. for 53.83 feet; thence run S.08°15'35"W. for 681.81 feet; thence run S.37°09'43"W. for 241.57 feet; thence run N.86°31'41"W. for 185.00 feet to the point of beginning.

Said parcel being a Replat of Tracts J,K,L, Part of Tract N & Part of Spotted Fawn Court as recorded in Plat Book 37 at Page 54.

Tract herein described contains 9.99± acres.

EXHIBIT "E"
AMENDED AND RESTATED BYLAWS
OF
THE HERON MASTER ASSOCIATION, INC.

SUBSTANTIAL REWORDING OF BYLAWS -
SEE CURRENT BYLAWS FOR CURRENT TEXT

ARTICLE I

Name

This corporation shall be known as THE HERON MASTER ASSOCIATION, INC., a non-profit Florida corporation.

ARTICLE II

Objects

The objects of this corporation are as follows: Enforcement of the Covenants and Restrictions for the development known as THE HERON COACH HOUSES, a development consisting of separate condominiums, specifically The Heron Coach Houses Condominium and The Heron Coach House Villas Condominium, and responsibility for maintenance of the improvements and other objects and purposes as might be appropriate under the Articles of Incorporation and Declaration of Covenants and Restrictions for such development.

ARTICLE III

Members

SECTION 1. Annual Meeting. The annual meeting of the membership of this corporation shall be held at such convenient location in Lee County as may be determined by the Board of Directors. The annual meeting shall be held at the time and date determined by the Board of Directors for the purpose of transacting any business authorized to be transacted by the members.

SECTION 2. Special Meetings. Special meetings may be held at the call of the President or by written request of a majority of the members of the Board of Directors.

SECTION 3. Notice. At least fourteen (14) days' notice in writing of each meeting, whether annual or special, shall be mailed to each member of the corporation at his address of record.

SECTION 4. Quorum. A majority of the members shall constitute a quorum for the transaction of business, but if at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting from time to time and place to place.

SECTION 5. Voting. Every member of the corporation, in good standing, shall have the right and be entitled to one vote, in person or by proxy, upon every proposal properly submitted to vote at any meeting of the corporation.

ARTICLE V

Board of Directors

SECTION 1. Number and Term of Directors. The business, property and affairs of this corporation shall be managed by a Board of Directors composed of five (5) persons who shall be members of this corporation. The five directors shall consist of the President, Vice-President and Treasurer of the Heron Coach Houses Condominium Association, Inc. Board of Directors and the President and Vice-President of The Heron Coach House Villas Condominium Association, Inc. Board of Directors, as they may be elected from time to time by each Condominium Association. Each director shall hold office for the term for which he or she is elected in his or her Condominium Association and until his or her successor is elected and qualified.

SECTION 2. Qualifications. The Board of Directors shall be citizens of the United States of American and members of this corporation.

SECTION 3. Duties of the Board. The Board of Directors shall transact all business of the corporation. It shall determine the policies, fiscal matters, employment of staff and other personnel policies and in general assume responsibility for the guidance of the affairs of the corporation.

SECTION 4. Quorum. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors.

SECTION 5. Time of Meeting. Annual meetings of the Board of Directors shall be held immediately following the annual meeting of the members each year, at such times thereafter as the Board of Directors may fix, and at other times upon the call of the president or by a majority of the Directors. Notice of each special meeting shall be given by the Secretary to each Director not less than five days before the meeting, unless each Director shall waive notice thereof before, or after the meeting.

SECTION 6. Vacancies. Vacancies in the Board of Directors shall be filled in the same manner as a vacancy is filled by the Condominium Association to which the vacant seat belongs.

Each person so appointed to fill a vacancy shall remain a director until his successor has been elected by a vote of the membership of the Condominium Association to which he or she belongs, who may make such election as stated in the governing documents for that Condominium Association.

SECTION 7. Power to Elect Officers. The Board of Directors, at their annual meeting, shall elect a president, one or more Vice Presidents, a Secretary and a Treasurer. One person may serve as both secretary and treasurer. Directors may serve as officers. The Board of Directors shall have the power to appoint such other officers and employees as the Board may deem necessary for the transaction of the business of the corporation. The Board shall have the power to fill any vacancy in any office, occurring for any reason whatsoever, if necessary, as set forth in Article V, Section 6 above.

SECTION 8. Removal of Directors, Officers and/or Employees. Any director or officer may be removed by his or her Condominium Association as set forth in the governing documents of the respective Condominium Association. Any employee may be removed by the Board of Directors, whenever, in the judgment of the Board, the best interest of the corporation will be served thereby, by a vote of the Board of Directors.

SECTION 9. Power to Appoint Executive Committee. The Board of Directors shall have power to appoint an Executive Committee composed of all officers at the annual meeting of the Board of Directors, who shall have and exercise the authority of the Board of Directors in the management of the business of the corporation between meetings of the Board.

SECTION 10. Investments. All investments of funds of the corporation shall be first approved by the Board of Directors.

SECTION 11. Annual Reports. The President and Treasurer shall present their respective reports of the operation of the corporation for the preceding year, at the annual meeting of the Board of Directors or the membership.

ARTICLE VI

Officers

SECTION 1. Officers. The officers of the Board of Directors shall be the officers of this corporation. They shall consist of the President, Vice President, Secretary and Treasurer, the same person may be Secretary and Treasurer, all of whom may be members of the Board of Directors. Each officer shall be elected to hold office for a period of one year.

SECTION 2. President.

- A. The President shall:
1. Preside at all meetings of the Board of Directors;
 2. Make all committee appointments;

Amended and Restated Bylaws
Page 3 of 6

3. Be a member ex-officio of all committees;
4. Perform all other duties usually pertaining to the office of the President.

SECTION 3. Vice President

- A. The Vice President shall:
 1. Preside at all meetings of the Board of Directors in the absence of the President;
 2. Perform all such other duties usually pertaining to the office of the Vice President.

SECTION 4. Treasurer

- A. The Treasurer shall:
 1. Be custodian of all funds and securities of the corporation and collect interest thereon;
 2. Keep a record of the accounts of the corporation and report thereon at each regular meeting of the Board of Directors.
 3. Make a report at the annual meeting and special reports when requested.
 4. Deposit all monies of the corporation in the name of The Heron Master Association, Inc., in a bank or banks selected and designated by the Board of Directors, subject to withdrawal for authorized purposes, upon the signature of the Treasurer or the Association's licensed Community Association Manager. However, if a withdrawal or check is for more than \$5,000.00, it will require the signature of both the Treasurer and the Community Association Manager;
 5. Prepare and file reports and returns required by all governmental agencies.

SECTION 5. Secretary.

- A. The Secretary shall:
 1. Record the minutes of all meetings;
 2. Write up the minutes the day following the meeting;

3. Confer with the President for possible omissions;
4. Have custody of the seal of the corporation;
5. Give notices of all meetings required by statutes, bylaws, or regulations;
6. Take attendance record at meetings;
7. Maintain committee reports;
8. Carry on all necessary correspondence of the corporation;
9. Perform such other duties as may be delegated to him by the Board of Directors.

ARTICLE VII

Committees

The corporation shall have such committees as the Board of Directors may from time to time designate and the committees shall have such powers as the Board of Directors shall confer upon them.

ARTICLE VIII

Fiscal Year

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

ARTICLE IX

Amendments

The Board of Directors may later amend, review, add to, repeal or rescind these bylaws and/or adopt new bylaws at pleasure by a majority vote of all the members of the Board of Directors at any meeting of the Board of Directors, provided that notice of the proposed alteration, amendment, revision, addition, repeal or rescission of the bylaws or adoption of new bylaws shall have been given at least fifteen (15) days preceding the meeting.

ARTICLE X

Corporate Seal

The Board of Directors shall provide a suitable seal containing the name of the corporation and the words "corporation not for profit", which shall be in charge of the Secretary.

ARTICLE XI

Assessment

The corporation has the ability to assess individual units in the development known as The Heron Coach Houses and Heron Coach House Villas as provided in the Declaration of Covenants and Restrictions for those developments at such times and in such amounts as the Board of Directors may deem appropriate to carry out the purposes of the corporation. The Association may choose to collect such assessments from the Associations for The Heron Coach Houses and Heron Coach House Villas ("the sub-associations") instead of from the individual unit owners. In that event, the sub-associations shall assess and collect the Master Association assessment as a common expense of the Condominium operated by the sub-association.

ARTICLE XII

Compensation

No compensation shall be paid to Directors for services performed by them for the corporation in any capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services were rendered.

ARTICLE XIII

Rules and Regulations

The Directors shall enact and may amend Rules and Regulations concerning the use, appearance, and maintenance of the Common Areas and may enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration of Covenants and Restrictions. The Rules and Regulations, and any amendments thereto, shall be adopted by a majority of the Directors present at a meeting at which a quorum is present.

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