

# N1900000000414

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**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
HERON PRESERVE AT TRADITION HOMEOWNERS  
ASSOCIATION,**

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**ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION**

**HERON PRESERVE AT TRADITION HOMEOWNERS ASSOCIATION**

The corporation is filing these Articles of Amendment to the Articles of Incorporation pursuant to Section 617.1006, Florida Statutes.

1. The name of the corporation is Heron Preserve at Tradition Homeowners Association, Inc. ("Neighborhood Association").
2. The document number of the Neighborhood Association is N19000000414.
3. The amendments to the Articles of Incorporation attached hereto as Exhibit "A" were adopted on January 16, 2019.
4. There are no members or members entitled to vote on the amendments. The amendments were adopted by the Board of Directors pursuant to Article VIII(C) of the Articles of Incorporation.

In witness whereof, the undersigned President of the Neighborhood Association has executed these Articles of Amendment on the day and year set forth below.

HERON PRESEVE AT TRADITION HOMEOWNERS  
ASSOCIATION, INC.

By: *David Kanarek*, President  
David Kanarek  
Its: President

Date: January 16, 2019

FILED  
2019 JAN 17 AM 8:03  
CLERK OF DISTRICT COURT  
1ST JUDICIAL CIRCUIT  
TALLAHASSEE, FLORIDA

EXHIBIT "A"

NAME: The name of the corporation, herein called the "Neighborhood Association", is Pulte at Tradition Homeowners Association of St. Lucie County, Inc. ~~Heron Preserve at Tradition Homeowners Association, Inc.~~, and its address is c/o Pulte Home Company, LLC, 4400 PGA Blvd., Suite 700, Palm Beach Gardens, FL 33410.

ARTICLE II

DEFINITIONS: The definitions set forth in Section 720.301 of the Act shall apply to terms used in these Articles, unless otherwise defined in the Declaration of Covenants, Conditions and Restrictions for Pulte Heron Preserve at Tradition ("Declaration").

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Neighborhood Association is organized is to provide an entity pursuant to the Florida Not-for-Profit Corporation Act and the Act for the operation of a community to be known as "Pulte Heron Preserve at Tradition", located in St. Lucie County, Florida. The Neighborhood Association is organized and shall exist on a non-stock basis as a corporation not for profit under the laws of the State of Florida, and no portion of any earnings of the Neighborhood Association shall be distributed or inure to the private benefit of any Member, Director or Officer. For the accomplishment of its purposes, the Neighborhood Association shall have all of the common law and statutory powers and duties of a corporation not for profit and of a homeowners' association under the laws of the State of Florida, except as expressly limited or modified by the Neighborhood Governing Documents; and it shall have all of the powers and duties reasonably necessary to operate Pulte Heron Preserve at Tradition pursuant to the Neighborhood Governing Documents as they may hereafter be amended, including, but not limited to the following:

(A) To make and collect Assessments against the Members to defray the costs, expenses and losses of the Neighborhood Association, and to use the funds in the exercise of its powers and duties.

(B) To protect, maintain, repair, replace and operate the Neighborhood Common Area.

(C) To purchase insurance for the protection of the Neighborhood Common Area, the Neighborhood Association and the Members.

(D) To repair and reconstruct improvements after casualty, and to make further improvements to the Neighborhood Common Area.

(E) To make, amend and enforce Neighborhood Rules and Regulations as set forth in the Neighborhood Governing Documents.

(F) To approve or disapprove the transfer, leasing and occupancy of Parcels to the extent provided in the Declaration.

(G) To enforce the provisions of the laws of the State of Florida that are applicable to Pulte Heron Preserve at Tradition and the Neighborhood Governing Documents.

(H) To contract for the management and maintenance of Pulte Heron Preserve at Tradition, and any property or easements and related improvements that are dedicated to the Neighborhood Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Neighborhood Association, and to delegate any powers and duties of the Neighborhood Association in connection therewith except such as are specifically required by law or by the Neighborhood Governing Documents to be exercised by the Neighborhood Association's Board of Directors or the Members.

(I) To employ accountants, attorneys, architects, and other professionals to perform the services required for proper operation of Pulte Heron Preserve at Tradition.

(J) To borrow money as necessary to perform its other functions hereunder.

(K) To grant, modify or move any easement.

(L) To acquire, own, lease and dispose of any real and personal property.

(M) To sue and be sued.

(N) To maintain and operate the Stormwater Management System, as more particularly described in the Declaration.

(O) To enter into agreements with governmental authorities, including, without limitation, the City of Port St. Lucie, Florida.

All funds and the title to all property acquired by the Neighborhood Association shall be held for the benefit of the Members in accordance with the provisions of the Neighborhood Governing Documents. In the event of termination, dissolution or final liquidation of the Neighborhood Association, the responsibility for the operation and maintenance of the Neighborhood Common Area and other property the Neighborhood Association is obligated to maintain pursuant to the Neighborhood Governing Documents, including any property or easements and related improvements that are dedicated to the Neighborhood Association by plat or separate instrument, including any agreement or easement which imposes maintenance obligations on the Neighborhood Association, shall be transferred to and accepted by an entity that is acceptable to any applicable governmental authorities, prior to such termination, dissolution or liquidation.

Annexation of additional properties, mergers and consolidations, mortgaging of Neighborhood Common Area and dissolution of the Neighborhood Association requires prior written approval of the Department of Housing and Urban Development and the Veterans Administration ("HUD/VA") as long as there is a Class "B" membership.