INSTR# 2024096173 OR BK 11021 PG 98 Page 1 of 3
06/03/2024 10:37 AM Rcpt: 2708366 Rec: 27.00 DS: 0.00 IT: 0.00
Nikki Alvarez-Sowles, Esq., Pasco County Clerk & Comptroller

Prepared by and return to:
Eric N. Appleton, Esq.
Appleton Reiss, PLLC
215 N. Howard Ave., Suite 200
Tampa, FL 33606

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CERTIFICATE OF AMENDMENT TO THE RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines was originally recorded in Official Records Book 3881, Page 857 of the Public Records of Pasco County, Florida (the "Declaration"); and thereafter amended by certain instruments recorded in the Public Records of Pasco County, Florida; and

WHEREAS, the Restated Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines, which incorporates all properly approved amendments and consolidations to and of the Declaration of Covenants, Conditions and Restrictions of Heritage Pines through the date of its recording, is recorded in the Official Records Book 9733, Page 3250 of the Public Records of Pasco County, Florida ("Restated Declaration"); and thereafter amended by certain instruments recorded in the Public Records of Pasco County, Florida; and

WHEREAS, Article XI, Section 4 of the Restated Master Declaration provides that the Declaration may be amended by the affirmative vote of not less than two-thirds (2/3rds) of the voting interests of Members of the Association;

NOW, THEREFORE, Gary Farley, as President, and Seymour Black, as Secretary, of Heritage Pines Community Association, Inc., do hereby certify that the following amendment to the Restated Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines, has been approved by the affirmative vote of not less than two-thirds (2/3rds) of the voting interests of Members of the Association at the duly noticed membership meeting:

Article IV, Section 15 of the Declaration is hereby amended to read as follows:

Section 15. New Buyer Community Fee.

Effective upon the recordation of this amendment in the public records of Pasco County, Florida, a New Buyer Community Fee in the amount of ~~$900.00~~ $2,000.00 shall be due and payable by the buyer or grantee at the time title to the lot is conveyed, except as

Certificate of Amendment to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Heritage Pines Community Association, Inc.

otherwise provided below. The Association's New Buyer Community Fee rate may be increased annually by the Board of Directors, provided that no increase shall exceed ~~3%~~ 5% in a given fiscal year. Payment of the New Buyer Community Fee shall not be considered advance payment of any other assessments or financial obligations owed to the Association. The Board of Directors shall have limited discretion about the use of New Buyer Community Fees that are collected for the benefit of the Association. Specifically, no less than ~~25%~~ 40% of each New Buyer Community Fee must be deposited into the Association's Reserve Accounts, which are to be used for the deferred maintenance and replacement of existing Association assets. The remainder of New Buyer Community Fees that are collected by the Association and not deposited into the Association's Reserve Accounts shall be utilized for capital improvement projects or asset acquisitions. The New Buyer Community Fee shall apply to each conveyance of title to a Lot that, except for a (i) conveyance completed for purposes of estate planning; (ii) conveyance completed as part of a dissolution of marriage; (iii) conveyance involving a buyer who is already a Member of the Association and is obtaining title to a Lot for the purpose of making that Lot the buyer's new primary residence; (iv) judicial foreclosure sale or deed in lieu of foreclosure; and (v) conveyance that occurs within ninety (90) calendar days of the effective date of this amendment.

CODING: Deleted language is marked with a ~~strikethrough~~ line and new language is marked by a double underline.

Signed, sealed and delivered in presence of:

Cheryl Thomas

Print Name: Cheryl Thomas
Address: 11524 Scenic Hills Hudson FL 34667

Print Name: MADELEINE CARDERON
Address: 11524 Scenic Hills BLVD Hudson, FL 34667

HERITAGE PINES COMMUNITY ASSOCIATION, INC.

By: Gary Farley
Gary Farley, President

Certificate of Amendment to the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Heritage Pines Community Association, Inc.

Signed, sealed and delivered in the presence of:

Cheryl Thomas
Print Name: Cheryl Thomas
Address: 11524 Scenic Hills Blvd Hudson FL

Print Name: MADELEINE CALDERON
Address: 11524 Scenic Hills Blvd Hudson, FL 34667

ATTEST:

By: _____
Seymour Black, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 30th day of May, 2024, by Gary Farley and Seymour Black, as President and Secretary, respectively, of Heritage Pines Community Association, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Certificate of Amendment to the Restated Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines Community Association, Inc., and severally acknowledge the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this 30th day of May, 2024.

[NOTARY SEAL]

Kimberley L Norton
Notary Public

KIMBERLEY L. NORTON
MY COMMISSION # HH 139988
EXPIRES: July 4, 2025
Bonded Thru Notary Public Underwriters

Name Typed, Printed or Stamped
My Commission Expires: _____

Prepared by and return to:
Eric N. Appleton, Esq.
Appleton Reiss, PLLC
215 N. Howard Ave., Suite 200
Tampa, FL 33606

[space above line for recording information]

CERTIFICATE OF AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HERITAGE PINES

WHEREAS, the Master Declaration of Covenants, Conditions, and Restrictions for Heritage Pines was originally recorded in Official Records Book 3881, Page 857 of the Public Records of Pasco County, Florida (the "Declaration"); and

WHEREAS, the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Heritage Pines, which incorporates all properly approved amendments and consolidations to and of the Declaration of Covenants, Conditions and Restrictions of Heritage Pines through the date of its recording, is recorded in the Official Records Book 9733, Page 3250 of the Public Records of Pasco County, Florida ("Amended and Restated Declaration"); and

WHEREAS, the Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions for Heritage Pines was subsequently amended by a document recorded in Official Records Book 9927, Page 2003, Instrument Number 2019106082; and

WHEREAS, Article XI, Section 4 of the Amended and Restated Master Declaration provides that the Declaration may be amended by the affirmative vote of not less than two-thirds (2/3rds) of the voting interests of Members of the Association;

NOW, THEREFORE, Gary Farley, as President, and Linda Myers, as Secretary, of Heritage Pines Community Association, Inc., do hereby certify that the following amendment to the Master Declaration of Covenants, Conditions, and Restrictions for Heritage Pines, as Amended and Restated, has been approved by the affirmative vote of not less than two-thirds (2/3rds) of the voting interests of Members of the Association at the duly noticed membership meeting held on November 9, 2021, which meeting was recessed and reconvened on January 4, 2022, and which meeting was recessed again and reconvened on February 7, 2022, at which a quorum was present:

Certificate of Amendment to Amended and Restated Master Declaration of Condominium of Heritage Pines Community Association, Inc.

Article IV, Section 15 of the Declaration is hereby amended to read as follows:

Section 15. New Buyer Community Fee.

Effective upon the recordation of this amendment in the public records of Pasco County, Florida, a New Buyer Community Fee in the amount of $900.00 shall be due and payable by the buyer or grantee at the time title to the lot is conveyed, except as otherwise provided below. The Association's New Buyer Community Fee rate may be increased annually by the Board of Directors, provided that no increase shall exceed 3% in a given fiscal year. Payment of the New Buyer Community Fee shall not be considered advance payment of any other assessments or financial obligations owed to the Association. The Board of Directors shall have limited discretion about the use of New Buyer Community Fees that are collected for the benefit of the Association. Specifically, no less than 25% of each New Buyer Community Fee must be deposited into the Association's Reserve Accounts, which are to be used for the deferred maintenance and replacement of existing Association assets. The remainder of New Buyer Community Fees that are collected by the Association and not deposited into the Association's Reserve Accounts shall be utilized for capital improvement projects or asset acquisitions. The New Buyer Community Fee shall apply to each conveyance of title to a Lot that, except for a (i) conveyance completed for purposes of estate planning; (ii) conveyance completed as part of a dissolution of marriage; (iii) conveyance involving a buyer who is already a Member of the Association and is obtaining title to a Lot for the purpose of making that Lot the buyer's new primary residence; (iv) judicial foreclosure sale or deed in lieu of foreclosure; and (v) conveyance that occurs within ninety (90) calendar days of the effective date of this amendment.

CODING: New language is marked with an underline.

Certificate of Amendment to Amended and Restated Master Declaration of Condominium of Heritage Pines Community Association, Inc.

Signed, sealed, and delivered in the presence of:

Cheryl Thomas
Print name: Cheryl Thomas

Sheri Thompson
Print name: Sheri Thompson

HERITAGE PINES COMMUNITY ASSOCIATION, INC.

By: Gary Farley
Gary Farley, President

Signed, sealed, and delivered in the presence of:

Cheryl Thomas
Print name: Cheryl Thomas

Sheri Thompson
Print name: Sheri Thompson

ATTEST

By: Linda R. Myers
Linda Myers, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 7th day of February, 2022, by Gary Farley and Linda Myers, as President and Secretary, respectively, for Heritage Pines Community Association, Inc.

(NOTARY SEAL)

KIMBERLEY L. NORTON
MY COMMISSION # HH 130988
EXPIRES: July 4, 2025
Bonded Thru Notary Public Underwriters

Kimberley L. Norton
Notary Public, State of Florida

Name typed, printed, or stamped
My Commission Expires: _____

✓ Personally Known OR _____ Produced Identification

Type of Identification Produced _____

PREPARED BY AND RETURN TO:
Cianfrone, Nikoloff, Grant,
Greenberg & Sinclair, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

INSTR# 2019106082 BK 9927 PG 2003
06/24/2019 09:45am Page 1 of 2
Rcpt: 2066124 Rec: 18.50
DS: 0.00 IT: 0.00
Paula S. O'Neil, Ph.D.
Pasco County Clerk & Comptroller

CERTIFICATE OF AMENDMENT
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE PINES

NOTICE IS HEREBY GIVEN that at a duly called annual meeting of the members on February 28, 2019, and said meeting being reconvened to April 12, 2019 and again on May 22, 2019, by the approval of two-thirds (2/3) of the votes of the members, the Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines, as originally recorded in O.R Book 3881, Page 857 et seq., of the Public Records of Pasco County, Florida, be, and the same is hereby amended as follows:

The Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines."

IN WITNESS WHEREOF, HERITAGE PINES COMMUNITY ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 10th day of June, 2019.

HERITAGE PINES COMMUNITY ASSOCIATION, INC.

(Corporate Seal)

By: Steve Vance
Steve VANCE, as President
Printed Name

ATTEST:

Joyce Welsh
Joyce Welsh, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 10th day of June, 2019, by Steve Vance, as President, and Joyce Welsh, as Secretary, of HERITAGE PINES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Kimberley L. Norton
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

KIMBERLEY L. NORTON
MY COMMISSION # GG 120133
EXPIRES: July 4, 2021
Bonded Thru Notary Public Underwriters

SCHEDULE OF AMENDMENTS
TO
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE PINES

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS....

1. ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENT, Section 13, Subordination of the Lien to Mortgage, of the Declaration shall be amended to read as follows:

Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, but only to the extent as provided for in Florida Statute Section 720.3085, as same may be amended from time to time. Sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale of transfer of any Lot or Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer, but only to the extent provided in Florida Statute Section 720.3085, as same may be amended from time to time. No sale or transfer shall relieve such Lot or Parcel from liability for any past due assessments, interest and late fees as provided by Florida Statute Section 720.3085, any attorney's fees and costs incurred in pursuing collection of past due assessments and any assessments thereafter becoming due or from the lien thereof. ~~This Section may not be amended without the prior written consent of all holders of first mortgages.~~

EXHIBIT "A"

2018092168

Rcpt:1961867 Rec: 282.00
DS: 0.00 IT: 0.00
06/01/2018 K. M., Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
06/01/2018 09:46am 1 of 33
OR BK 9733 PG 3250

Prepared By and Return To:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.,
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

CERTIFICATE OF RESTATEMENT OF THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES

WE HEREBY CERTIFY THAT, at a duly called meeting of the Board of Directors of the Heritage Pines Community Association, Inc. ("Association") held on May 23, 2018, the Board of Directors of the Association resolved, for purposes of clarification and convenience, that attached hereto is the Restated Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines, which incorporates all properly approved amendments and consolidations to and of the Declaration of Covenants, Conditions and Restrictions of Heritage Pines through the date of such meeting provided above. Said Master Declaration was originally recorded at O.R. Book 3881, Page 857, et. seq.; which Declaration was subsequently amended at O.R. Book 4065, Page 1523, et. seq.; O.R. Book 4676, Page 1988 et. seq.; O.R. Book 4756, Page 473 et. seq.; O.R. Book 4778, Page 343 et. seq.; O.R. Book 6815, Page 1194 et. seq.; and O.R. Book 7137, Page 1557 et. seq., all of the public records of Pasco County, Florida.

IN WITNESS WHEREOF, HERITAGE PINES COMMUNITY ASSOCIAION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 23 day of May, 2018.

HERITAGE PINES COMMUNITY ASSOCIATION, INC.

(Corporate Seal)

By: Linda McCann
LINDA McCann, President
Printed Name

ATTEST:

By: Patricia Linda
Patricia Linda, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 23 day of May, 2018, by Linda McCann, as President, and Patricia Linda, as Secretary of HERITAGE PINES COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Kimberley L Norton
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

KIMBERLEY L. NORTON
MY COMMISSION # GG 120133
EXPIRES: July 4, 2021
Bonded Thru Notary Public Underwriters

RESTATED MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE PINES

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES ("Declaration") is made on February 6, 1998 by U.S. HOME CORPORATION, a Delaware corporation, whose address s 2368 Fairskies Drive, Spring Hill, FL 34606-7256, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Pasco County, Florida, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create a residential community known as HERITAGE PINES on the land described on Exhibit "A" and such other land as may be added thereto pursuant to the terms and provisions of this Declaration (collectively, the "Properties").

NOW, THEREFORE, Declarant hereby declares that all of the Properties shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Properties and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "*Articles*" shall mean and refer to the Articles of Incorporation of the Association filed with the Florida Secretary of State, including any and all amendments or modifications thereto.

Section 2. "*Association*" shall mean and refer to HERITAGE PINES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 3. "*Board of Directors*" or "*Board*" shall mean and refer to the Association's Board of Directors.

Section 4. "*Bylaws*" shall mean and refer to the Bylaws of the Association, including any and all amendments or modifications thereto.

Section 5. "*CDD*" shall have the meaning set forth in Article XI, Section 5, hereof.

Section 6. "*Common Area*" shall mean all real property (including the improvements thereto) now or hereafter owned or controlled by the Association or in which the Association has an interest for the common use and enjoyment of the Owners, and not otherwise comprising Parcels or Lots, including without limitation the clubhouse and related facilities and amenities; provided, however, that the Common Area may be made subject to easements or other interests granted in favor of third parties including any CDD established with respect to the Properties.

Section 7. "*Declarant*" shall mean and refer to not only U.S. Home Corporation, a Delaware corporation, but also any successor, alternate or additional Declarant appointed by U.S. Home Corporation as a successor, alternate or additional Declarant by an instrument in writing, specifically setting forth that such successor, alternate or additional Declarant is to have, together with U.S. Home Corporation, the Declarant's rights, duties, obligations and responsibilities, in whole or in part, for all or any portion of the Properties. The term "Declarant" shall not include any person or party who purchases a Lot or Parcel from Declarant unless such purchaser is specifically assigned by a separate recorded instrument some or all of the Declarant's rights under this Declaration with regard to the conveyed property.

Section 8. "*Development*" shall mean and refer to the Heritage Pines development project.

Section 9. "*General Land Plan*" shall mean the general plan of development as described in Article X, Section 1(b) of this Declaration, including any amendments or modifications thereto.

Section 10. "*Golf Course*" shall mean any golf course developed within the Properties, including all fairways, roughs, greens, paths, driving ranges, and related facilities and amenities.

Section 11. "*Lot*" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Lots may contain detached or attached housing.

Section 12. "*Members*" shall mean and refer to those persons or entities entitled to membership in the Association as provided in the Declaration.

Section 13. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant.

Section 14. "*Parcel*" shall mean and refer to any part of the Properties other than the Common Area, Lots, streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

Section 15. "*Properties*" shall mean and refer to that certain real property described on attached Exhibit "A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

Section 16. "*Rules and Regulations*" shall mean any written rules or regulations adopted, implemented or published by the Association or its Board of Directors at any time and from time to time, as may be amended with respect to the use and enjoyment of the Common Areas and the conduct of its Members and their guests, invitees, agents and contractors within the Properties.

ARTICLE II
PURPOSE

Section I. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, and for such other purposes as set forth herein, has organized the Association. The primary purpose of the Association shall be to operate, maintain and repair the Common Area, including, but not limited to roadways; to maintain certain retention areas, the surface water management system and related appurtenances such as lakes, retention/detention areas, ditches, swales or culverts, and any improvements thereon; to maintain certain decorative entranceways and features, including those within road rights-of-way, to and within the Properties as designated by the Declarant or the Board of Directors; to pay for the costs of street lighting for the Common Area, and to take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles and Bylaws, or this Declaration, and with regard to any other areas as designated by the Board of Directors. The Association shall operate, maintain and repair areas referred to in this Section and any other areas designated by Declarant as Common Area, whether or not title to those areas has been or ever will be formally conveyed to the Association; provided, however, that the Association shall not be required to maintain any such areas or improvements that are the responsibility of any CDD to maintain or repair.

Section 2. Expansion of the Common Area. Additions to the Common Area may be made in accordance with the terms of Article X which provides for additions to the Properties pursuant to the General Land Plan. The Declarant shall not be obligated, however, to make any such additions. The Association must accept any and all additions to the Common Area made by Declarant. If requested by the Declarant, the Association, without further consideration, shall be required to execute any documents necessary to evidence the acceptance of such Common Area. The Declarant has the right, but not the obligation, to add improvements to the Common Area.

Section 3. Enforcement of Declaration, Rules and Regulations. In addition to its primary purpose, the purpose of the Association is to maintain architectural control within the Development, in accordance with Article IX of this Declaration, and to maintain the general appearance of the Development through enforcement of the provisions of this Declaration and any rules and regulations promulgated pursuant hereto or to the Articles or Bylaws with respect to the use and maintenance of the Lots, Parcels or Common Area.

Section 4. Housing for Older Persons. HERITAGE PINES is intended and shall be operated as a community providing housing for older persons in compliance with the Fair Housing Act (42 U.S.C. §§3601, et seq.), and the State of Florida Fair Housing Act (Section 760.20 , et seq., Florida Statutes), each as may be amended from time to time. The Board shall publish and adhere to policies and procedures which demonstrate the intent to provide housing for older persons, including, but not limited to, reliable surveys and affidavits for verification of occupancy. Consistent with HERITAGE PINES' purpose to provide housing for older persons, this Declarant and the Board, notwithstanding anything to the contrary contained in the Declaration or otherwise, shall have the authority to levy assessments, alter existing facilities or services, adopt reasonable rules and regulations and provide significant facilities or services specifically designed to meet the physical or social needs of older persons in order to be in compliance with such Acts.

ARTICLE III
MEMBERSIDP, VOTING RIGHTS AND TURNOVER

Section 1. Entitlement to Membership. Each Owner of a Lot or Parcel which is subject to assessment shall be a Member of the Association, subject to and bound by the Association's Articles, Bylaws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation. Ownership, as defined above, shall be the sole qualification for membership. When any Lot or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be Members. An Owner of more than one Lot or Parcel shall be entitled to one membership for each Lot or Parcel owned by him or her. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or Parcel which is subject to assessment, and it shall be automatically transferred by conveyance of that Lot or Parcel. The Declarant shall also be a Member so long as it owns one or more Lots or Parcels.

Section 2. Classes of Membership; Votes. The Association shall have two (2) classes of voting membership: Class A and Class B. All votes shall be cast in the manner provided in the Bylaws. When more than one person or entity holds an interest in any Lot or Parcel, the vote for such Lot or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot or Parcel, nor shall any split vote be permitted with respect to such Lot, Unit or Parcel. The two (2) classes of voting memberships and voting rights related thereto, are as follows:

(a) Class A. Class A Members shall be all Owners of Lots and Parcels, except the Declarant shall not be a Class A Member. The voting rights appurtenant to Class A Lots and Parcels shall be as follows:

(i) Lots. Owners of Class A Lots shall be entitled to one (1) vote for each Lot owned.

(ii) Parcels. The Owner of a Class A Parcel designated on the General Land Plan for Single-Family Detached Residential Use shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the

General Land Plan for Single-Family Attached, Independent Retirement Rental, or Assisted Living/Skilled Nursing Facility Use shall be entitled to eight (8) votes per acre. Upon platting of such Parcel, any portion so platted or submitted shall cease being a Parcel.

(b) Class B. The Class B Member shall be the Declarant. Class B Lots and Parcels shall be all Lots and Parcels owned by the Declarant which have not been converted to Class A as provided below. The voting rights appurtenant to the Class B Lots and Parcels shall be as follows:

(i) Lots. The Declarant shall be entitled to nine (9) votes for each Class B Lot which it owns.

(ii) Parcels. The Declarant shall be entitled to thirty-six (36) votes per acre for each Class B Parcel designated on the General Land Plan for Single-Family Detached Residential Use. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for Single-Family Attached, Independent Retirement Rental, or Assisted Living/Skilled Nursing Facility Use.

(c) Termination of Class B. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots and Parcels then subject to the terms of this Declaration shall become Class A Lots and Parcels upon the happening of any of the following events, whichever occurs earlier:

(i) Three (3) months after ninety percent (90%) of all Lots and Parcels within all phases of the Development have been conveyed to Owners other than Declarant or successor developers, builders or contractors; or

(ii) On December 31, 2023; or

(iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant pursuant to Article X hereof, such additional land shall automatically be and become Class B Lots or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots and Parcels then owned by the Declarant (calculated as if all such Lots or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (excluding the Declarant), then any Class A Lots and Parcels owned by the Declarant shall automatically be reconverted to Class B.

(d) Computation. Where votes of a Class A or Class B Member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the Parcel by the number of votes per acre, and rounding to the nearest whole number. For

example, if a Class A parcel designated for use as single-family detached homes shall contain 24.3 acres, the Class A Owner shall be entitled to ninety-seven (97) votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the Bylaws. All determinations as to acreage calculations for voting or assessment purposes shall be made by the Secretary of the Association in good faith, based upon such information as is available to the Association. The Owner of any Parcel shall provide the Secretary with either a surveyor's or engineer's certification under seal of the acreage contained within such Parcel, unless the Board permits other evidence thereof. In the event the Owner of a Parcel or any other Member shall dispute the acreage contained within a Parcel, it shall be incumbent upon such Member to convincingly establish the actual acreage thereof.

Section 3. Turnover Procedure. Following the occurrence of an event specified in Section 2.(c) above, providing for the termination of Class B, Declarant shall cause control of the Association to be turned over to the general membership of the Association ("Turnover"). Within thirty (30) days of the first to occur of the events specified in Section 2.(c) above, the President of the Association shall call a special meeting of the Board of Directors. At such meeting, the Board of Directors shall set a date for a subsequent meeting of the Board of Directors at which Turnover will occur ("Turnover Meeting"), which meeting shall be at least thirty (30) but no more than sixty (60) days after the special meeting. The Board of Directors shall provide thirty (30) days' notice to the Members of the date and location of the Turnover Meeting. Prior to the Turnover Meeting, a representative of the Declarant, a representative of the Manager, if any, and one or more of the then-existing directors shall meet as necessary to cause the turnover of all records associated with the existence, maintenance and operation of the Association as required to be maintained by Section 617.303, Florida Statutes, as amended from time to time, and such other documents as the designated representatives may mutually deem advisable, including copies of this Declaration as recorded, copies of the recorded Bylaws and Articles, copies of all recorded supplements and amendments to this Declaration, if any, copies of all recorded deeds of any Common Area to or by the Association, any maintenance agreements entered into or assumed by the Association, records of any bank accounts maintained by the Association (together with such executed directions as may be necessary to turn over control of such bank accounts to the newly elected Board of Directors), records of the Association's accounts receivable and accounts payable, including, without limitation, records of assessments, billed and/or collected. At the Turnover Meeting, the then-existing directors appointed by Declarant shall submit their written resignations, and new directors shall be elected, as necessary, to fill the Board in accordance with the Bylaws; provided, however, that pursuant to Article IV of the Bylaws, Declarant shall have the right to appoint at least one (1) member of the Board as long as Declarant owns at least one Lot or Parcel subject to the Declaration. On or before the Turnover Meeting, at Declarant's option, Declarant shall convey to the Association title to all remaining Common Area, pursuant to Article VI, Section 7 of this Declaration. From and after the date of Turnover, Declarant shall have no further responsibility or liability associated with the Association, the operations of the Board, the maintenance of any Common Area, or any other matters associated with the Properties. In that regard, at and as of the Turnover Meeting, the Association shall execute and deliver to the Declarant a general release, in form acceptable to Declarant, releasing Declarant from all liability associated with the development, construction, operation and maintenance of the Properties. From and after Turnover, to the extent that any dispute arises between the Association and the Declarant

regarding a matter that is allegedly not covered by the release or regarding the release itself, then such dispute, if any, shall be resolved through binding and mandatory arbitration as follows:

(a) Demand for arbitration shall be filed in writing with the other party and with the AAA. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

(b) No such arbitration shall include, by consolidation, joinder or any other manner, an additional person or entity other than Declarant and the Association, except by written consent signed by the Declarant and the Association and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented by Declarant and the Association shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

(c) The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

(d) All filing fees and AAA costs associated with the arbitration itself shall be paid for by the party who files the notice of arbitration; provided, however, that all such expenses shall be recovered by the filing party in the event said party prevails. Any issues regarding who is the prevailing party shall be determined by Florida law. The prevailing party also shall recover from the non-prevailing party all attorneys' fees and costs, including fees and costs for legal assistants and expert witnesses, and including all fees and costs incurred relative to any challenge or appeal of the arbitration award, or confirmation by a court of law.

(e) As to any matter in dispute, the resolution of which in the course of normal AAA time schedules would delay substantially the performance or expectation of either Declarant or the Association, either party may require the appointment of private arbitrators knowledgeable in matters of similar nature, and the conduct of expedited proceedings, as follows:

(i) Within five (5) days of such notice, each party shall designate one (1) such arbitrator, at such party's expense;

(ii) Within five (5) days thereafter, the two (2) arbitrators shall jointly select a third arbitrator; whose expenses shall equally be shared by the parties;

(iii) Within fifteen (15) days thereafter, the hearing shall be held before the three-member panel; and

(iv) Within three (3) days after the hearing, the panel shall decide the issue by majority vote.

(f) Notwithstanding the occurrence of an event specified in Section 2(c), above, if at any time or times subsequent to the occurrence of such event additional land is added by Declarant pursuant to Article X hereof, such additional land shall automatically be and become Class B Lots or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots and Parcels then owned by the Declarant (calculated as if all such Lots or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (excluding the Declarant), then any Class A Lots and Parcels owned by the Declarant shall automatically be reconverted to Class B, and Turnover shall not have occurred.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Parcel owned within the Properties, hereby covenants, and each Owner of any Lot or Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, and (b) special assessments for capital improvements and unexpected operating costs, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment or charge, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass automatically to successors in title. Notwithstanding any provision of this Declaration or the Articles or Bylaws to the contrary, the Declarant, in its sole discretion, may require purchasers of new homes from the Declarant to make a one-time capital contribution to the Association as a part of the original purchase contract, which contributions may be used by the Association for any purpose whatsoever in the Association's sole discretion. If such a capital contribution is ever required in a purchase contract by Declarant, Declarant shall have no obligation to continue such requirement in other purchase contracts, or to make such requirement in every purchase contract. Nothing contained herein shall be construed to prohibit Declarant from retaining capital contributions from Lot or Parcel purchasers to cover Declarant's capital investment in the amenities within the Development.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area and the carrying out of the purpose and the other responsibilities and obligations of the Association under this Declaration, the Articles and the Bylaws. Without limiting the generality of the foregoing, such funds may be used for the acquisition, improvement and maintenance of Properties, services, utilities and facilities related to the use and enjoyment of the Common Area, including the costs of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and

supervision thereof; the payment of taxes and assessments made or levied against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; and such other needs as may arise in the discretion of the Declarant or the Association.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, unexpected operating costs or the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto and for other purposes as designated by the Association, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notices and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of Members or of proxies entitled to cast one-third (1/3) of all of the votes of each class of membership shall constitute a quorum.

Section 5. Assessment Rate. The annual assessment shall be fixed by the Board of Directors and shall be the same for each Class A Lot. Each Class A Parcel designated on the General Land Plan for Single-Family Detached Residential Use shall be assessed at a rate per acre equal to two hundred percent (200%) of the sum assessed for a Class A lot. Each Class A Parcel designated on the General Land Plan for Single-Family Attached Residential Use, Independent Retirement Rental, or Assisted Living/Skilled Nursing Facility shall be assessed at a rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.

Section 6. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment or special assessment for any Lot or Parcel which it may own, provided the Declarant shall be responsible for paying the difference between the Association's operating expenses, excluding management fees owed or paid to Declarant, and the sum of the revenues of the Association from all sources. "All sources" includes but is not limited to revenues from the operation of the golf course, the operation of other Common Area, capital contributions, accounting service fees, property management fees received, guest fees, user fees, and the annual assessments levied against the owners of Class A Lots or Parcels, other than the Declarant. Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments, and Declarant shall not be responsible, in any event, for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give written notice to the Association, thereby terminating effective as of the last day of December of such year its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot or Parcel owned by the Declarant that has a completed structure with a

Certificate of Occupancy, shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots or Parcels owned by Class A Members other than the Declarant. Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots and Parcels that are encumbered by this Declaration. Upon transfer of title of a Lot or Parcel owned by the Declarant, the Lot or Parcel shall be assessed in the amount established for Lots or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title. Notwithstanding the foregoing, any Lots or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 7. Exemption from Assessments. The assessments, charges and liens provided for or created by this Article shall not apply to the Common Area of this Association or any other homeowners' association, any property dedicated to and accepted for maintenance by a public or governmental authority or agency, any property owned by a public or private utility company or public or governmental body or agency, or any property utilized for commercial purposes.

Section 8. Date of Commencement of Annual Assessments: Due Dates. Subject to Declarant's rights under Section 6, above, the annual assessments provided for herein shall commence as to all Lots and Parcels on the first day of the month following the conveyance of the first Lot or Parcel to an Owner, other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board shall fix the amount of the annual assessment to be paid monthly against each Lot or Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Parcel have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Parcel is binding upon the Association as of the date of its issuance.

Section 9. Lien for Assessments. All sums assessed to any Lot or Parcel pursuant to this Declaration, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a continuing lien on such Lot or Parcel in favor of the Association.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eighteen percent (18%) per annum, or $5.00, whichever is greater, provided that such interest or charge shall not exceed the maximum rate allowed by law. A late fee may also be imposed on any unpaid assessment in an amount determined by the Board from time to time. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Parcel. No Owner may waive or otherwise escape

liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his or her Lot or Parcel.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot or Parcel which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot or Parcel foreclosed, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the owner thereof.

Section 12. Homestead. By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available for reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

Section 13. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot or Parcel shall not affect the assessment lien. However, the sale or transfer of any Lot or Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Parcel from liability for any assessments thereafter becoming due or from the lien thereof. This Section may not be amended without the prior written consent of all holders of first mortgages on Lots.

Section 14. CDD Assessment. In addition to the assessments to be levied by the Association as provided above, each Lot or Parcel and the Common Area may be made subject to assessments and/or fees imposed by any CDD established by Declarant with respect to the Properties, as more particularly provided in Article XI, Section 5, hereof.

ARTICLE V
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the other land designated in Article II hereof in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management

of the Common Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Area, whether or not title to those areas has been formally conveyed to the Association; provided, however, that the Association shall have the right to delegate to, assign to, and contract with any CDD established with respect to the Properties for the maintenance and operation of certain Common Area and other designated portions of the Properties, whether by way of easements, shared facilities agreements or otherwise. Notwithstanding the foregoing to the contrary, the Association shall have the right to delegate some or all of its responsibilities under this Section 1 pursuant to the terms of Section 2, below.

Section 2. Manager. The Association may obtain, employ and pay for the services of any entity or person, hereinafter called the "Manager," to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association, or the Manager. The Association shall enter into a management agreement with any such person or entity which agreement shall delineate the responsibilities and authority of such Manager and the payment of fees to such Manager as compensation for its services. Such fees shall accrue during the entire term of such agreement, however, payment of those fees by the Association may be postponed for any period of time as may be provided in such management agreement. No reserve shall be required to be set aside or established by the Association or the Declarant for the future payment of any deferred fees. The initial Manager shall be U.S. Home Corporation, who shall have the right to assign its management obligations and duties to any party or entity, including a subsidiary of the Declarant.

Section 3. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Articles or Bylaws.

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles or Bylaws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or therein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

ARTICLE VI
RIGHTS TO COMMON AREA

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot or Parcel, subject to the following provisions:

(a) the right of the Association from time to time in accordance with its Bylaws to establish, modify, amend and rescind reasonable Rules and Regulations regarding use of the Common Area, Lots and Parcels, all of which taken together allow the Association to make rules governing all of the Properties subject to the Declaration;

(b) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(c) the right of the Association to suspend for up to sixty (60) consecutive days, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and to levy reasonable fines, not to exceed $100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $1,000 in the aggregate, or the maximum permitted under F.S. 720.305(2);

(d) the right of the Association to dedicate or transfer all or any part of or interest in the Common Area to any public agency, authority, or utility as provided by the Articles or to any CDD established with respect to the Properties, or to enter into any easements, shared facilities or other agreements with any such parties that may hereafter encumber the Common Area or portions thereof;

(e) the right of the Association to grant easements as to the Common Area or any part thereof as provided by the Articles;

(f) the right of the Association to otherwise deal with the Common Area as provided by the Articles;

(g) the right of the Association to open the Common Area and, in particular, the golf course, clubhouse and amenities for use by non-Members of the Association;

(h) the right of the Association to sell, lease or transfer all or any part of the Common Area that has been deeded to the Association, as provided by the Articles except the sale or other disposition of the clubhouse or golf course shall require the consent of two-thirds (2/3) of the Members; and

(i) the right of the Association to suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to his or her tenants who reside at the Owner's Lot or Parcel (whether such Lot or Parcel is designated for Single-Family Attached, Single-Family Detached, or Independent Retirement Rental use on the General Land Plan), provided the Owner waives his or her use in writing.

Section 3. Prohibition of Certain Activities. No damage to or waste of the Common Area or any part thereof shall be committed by any Owner or any tenant or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 4. Signs Prohibited. No signs of any kind shall be displayed in or on the Common Area without the prior written consent of the Board. This section, however, shall not apply to the Declarant.

Section 5. Animals. No animals shall be permitted on or in the Common Area at any time except as may be provided in the Rules and Regulations.

Section 6. Rules and Regulations. No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 7. Title to Common Area. The Declarant shall convey and the Association shall accept title to any Common Area subject to such easements, reservations, conditions, restrictions, liens and encumbrances as may then be of record. Declarant may convey and the Association shall accept title to any Common Area at any time whether prior to or after Turnover, at Declarant's option.

ARTICLE VII
EASEMENTS

Section 1. Ingress/Egress. Subject to the Rules and Regulations, a non-exclusive easement for the use and benefit of the Owners and occupants of any Lot or Parcel, their guests and invitees, shall exist for the pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Area as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portion of the Common Area as may from time to time be paved and intended for such purposes, which easements alone or together with other recorded easements granted by Declarant shall provide reasonable access to the public ways. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the Common Area other than designated parking areas.

Section 2. Utilities. Each Lot or Parcel and the Common Area shall be subject to existing easements and agreements for public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, reclaimed and potable water and sewage systems, electric and gas service, cable television, telephone, and irrigation wells and pumps), and the utilities and applicable governmental agencies having jurisdiction thereover, including without limitation any CDD established with respect to the Properties, and their employees and agents shall have the right of access to any Lot or Parcel or the Common Area in furtherance of such easements. Each Owner shall be obligated to maintain any easement areas contained within such Owner's Lot or Parcel, whether or not shown on any recorded plat and whether or not required to be maintained by the utility company holding such easement.

Section 3. Future Utility Easements and Agreements. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot or Parcel) and for the Board, without joinder or consent of any person or entity whatsoever, to grant such additional easements and enter into such additional agreements, including, but not limited to, reclaimed and potable water and sewage systems, irrigation wells and pumps, cable television, television antennae, electric, gas, water, telephone or other utility easement and provision and maintenance agreements, or to relocate any existing utility easement in any portion of the Properties as the Declarant, its designee, or the Board shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Lot or Parcel for permitted purposes. In addition, Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot or Parcel), without the joinder or consent of any person or entity whatsoever, to enter into license, marketing, shared facilities or other agreements with utility providers, operators, owners or any CDD established with respect to the Properties for the provision of any such utilities to the Properties or for the maintenance of any utility or drainage facilities or other areas, whether or not included in the Common Area. Any such easements and agreements shall be binding on the Association and survive Turnover pursuant to their terms. Declarant shall be entitled to receive and continue to receive all royalties, fees, compensation or other revenues provided for in such license, marketing, shared facilities or other agreements entered into by Declarant whether accruing or paid prior to or after the occurrence of Turnover pursuant to Article III, Section 3, hereof, and the Association shall not be entitled thereto.

Section 4. Declarant's Ingress-Egress. Declarant retains for itself, its successors in interest, agents, employees and assigns, and any CDD established with respect to the Properties, a non-exclusive easement for ingress and egress over and across all streets, roadways, Common Area, driveways and walkways that may from time to time exist within the Properties; provided, however, that any such easement in favor of any CDD shall be limited to provide the CDD only such easement interest as may be required to satisfy any maintenance or related obligations of the CDD with respect to such streets, roadways, Common Area and other infrastructure with the Development.

Section 5. Golf Course Operation Generally. Each Owner, by acceptance of the deed conveying fee simple title to the Lot or Parcel acquired by such Owner, whether or not expressly stated in such deed, is hereby deemed to acknowledge and accept the following inherent risks

associated with the existence of the Golf Course within the Property and the maintenance, use and play on the Golf Course:

(a) Maintenance on the Golf Course may begin early in the morning prior to sunrise and extend late into the evening;

(b) During certain periods of the year, the Golf Course may be heavily fertilized;

(c) The maintenance of the Golf Course may require the use of chemicals and pesticides;

(d) The Golf Course may be watered with reclaimed water, which may emit certain undesirable odors; and

(e) Golf balls are not susceptible of being easily controlled and accordingly may enter Owner's air space, strike Owner, Owner's guests, invitees, licensees, yard, walls, roofs, windows, landscaping and personal property causing personal injury or property damage. Owner, for itself, its family members, tenants, guests and invitees, hereby releases Declarant and the Association, any successor in interest to Declarant or successor in title or operator of the Golf Course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such parties (collectively referred to hereafter as the "Released Parties"), and shall not in any way hold the Released Parties responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (i) any invasion of any Owner's use or enjoyment of its Lot or Parcel, (ii) improper design of the Golf Course, (iii) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the Golf Course), or (iv) trespass by any golfer or any golf balls on, over, across or through any Lot or Parcel that may result from or in property damage or personal injury to any person or improvements located within any Lot, Parcel, adjacent roadways or Common Area. Further, each Owner hereby assumes the risk inherent in owning real property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner or persons using or visiting such Owner's property for any personal injury or property damage.

ARTICLE VIII
USE RESTRICTIONS

Section 1. Residential Use. No Lot or Parcel may be used for any purpose other than as and for a residential dwelling, except as the Association may promulgate rules and regulations for home business activities that do not create nuisances and are not inconsistent with the residential character of the community. This restriction shall not apply to any portion of the Properties that is designated by Declarant for multi-family or non-residential use and upon which commercial structures or assisted or congregate care facilities, nursing homes, or independent living apartments are or will be constructed, including, those portions of the Properties

designated for golf course purposes. Notwithstanding the foregoing restrictions, real estate brokers, owners, and their agents may show Lots or Parcels, for sale or lease, and every person, firm or corporation purchasing a Lot or Parcel recognizes that the Declarant, its agents and designated assigns, shall have the right to (a) use Lots or Parcels, and improvements erected, thereon, for sales offices, field construction offices, storage facilities and general business offices, (b) maintain fluorescent-lighted or spotlighted model homes which are open to the public for inspection seven (7) days per week for such hours as the Declarant deems appropriate or necessary, and (c) conduct any other activities on Lots or Parcels to benefit sales efforts.

Section 2. Lot Upkeep. After acquiring title from Declarant, all Owners of Lots or Parcels, whether or not improved by a dwelling, shall, as a minimum, keep the grass regularly cut and all trash and debris removed.

Section 3. Maintenance of Improvements. Each Owner shall maintain in good condition and repair all improvements constructed upon his or her Lot or Parcel, including, without limitation the residential dwelling.

Section 4. Lawns. Each Lot or Parcel acquired from the Declarant on which there is a completed dwelling shall be maintained in a good and neat condition and repair by the Owner thereof, except for such maintenance as may be designated as the responsibility of a subassociation, if any, of which such Lot or Parcel is a part. In this context, the words "Lot" or "Parcel" shall include that portion of property from the boundary of the Lot or Parcel to the adjacent paved road surface. "Neat" shall require, at a minimum, that the lawn be regularly cut and fertilized, that mulched areas be regularly remulched and kept weeded, and that bushes, hedges and other vegetation be regularly trimmed so that its appearance is in harmony with the neighborhood. All Lots or Parcels must have grassed front and side lawns, and grassed or mulched rear lawns. No gravel or similar type lawns are permitted.

Section 5. Failure to Maintain. If the Owner of a Lot or Parcel shall fail to maintain his or her Lot or Parcel as required, hereby either the Declarant or the Association, after giving such Owner at least ten (10) days' written notice, shall be authorized to undertake such maintenance at the Owner's expense. Entry upon an Owner's Lot or Parcel for such purpose shall not constitute a trespass. If such maintenance is undertaken by the Association or Declarant, the charge therefor shall be secured by a lien on the Lot or Parcel and added to and become part of the Lot or Parcel assessment next due and payable by the Owner.

Section 6. Use of Accessory Structures. No tent, shack, barn, utility shed or other buildings, other than the dwelling and its required garage, shall, at any time, be erected on any Lot or Parcel and used temporarily or permanently as a residence or for any other purpose, except temporary buildings, offices or facilities used by Declarant, builders or contractors, with the written approval of the Declarant. This restriction shall not apply to any portion of the Properties that is designated by Declarant as for commercial use and upon which commercial structures are or will be constructed, including those portions of the Properties designated for golf course purposes.

Section 7. Nuisance. No noxious or offensive activity shall be carried on upon any Lot or Parcel, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No automobile or other vehicle mechanical repairs or like activity shall be conducted on any Lot or Parcel other than in a garage and concealed from public view.

Section 8. Garbage and Trash. All garbage cans and similar receptacles and other garbage containers shall be kept inside the garage or screened from view from the street at all times except during the day of garbage collection.

Section 9. Fences. No fences, walls or hedges other than those originally installed by Declarant shall be permitted anywhere within the Properties except as approved in writing by the Association, which approval may be arbitrarily withheld.

Section 10. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or Parcel, except that cats, dogs and other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes or become a nuisance to the neighborhood. No person owning or in custody of an animal shall allow it to stray or go upon another's Lot or Parcel without the consent of the Owner of such Lot or Parcel. All animals shall be on a leash when outside the Owner's Lot or Parcel.

Section 11. Signs. No signs shall be displayed on Lots or Parcels with the exception of a maximum of one (1) "For Sale" or "For Rent" sign not exceeding 24 inches by 36 inches in size. The Association may require that a uniform 'For Sale' or 'For Rent' sign be used. Any signs shall be removed within five (5) days from the closing of the home or the beginning of the rental period. Notwithstanding anything to the contrary herein, Declarant shall have the exclusive right to maintain signs of any type and size on any portions of the Properties it owns and on the Common Area in connection with its development and sale of Lots and Parcels.

Section 12. Antennae. No television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcast or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Parcel or upon any improvements thereon, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part I, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the type of antennae that are permissible hereunder and establish reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennae. To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the dwelling and surrounding landscape. Antennae shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

Section 13. Vehicle Parking. No vehicles including golf carts shall be parked within the Properties except on a paved parking surface, driveway or within a garage. No trucks or vehicles that are primarily used for commercial purposes, other than those temporarily present on

business, nor any trailers, may be parked within the Properties. Non-commercial pickup trucks, vans, boats, boat trailers, campers, travel trailers, mobile homes, recreational vehicles, and the like, and any vehicles not in operable condition and validly licensed, shall only be permitted to be kept within the Properties if such are kept inside a garage and concealed from public view or in a designated recreational vehicle parking area. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) hours or overnight, whichever is less.

Section 14. Water Retention Areas. Each Owner of a Lot or Parcel which borders a water retention area shall maintain any portion thereof as may be within the boundary of his or her Lot or Parcel. Fishing, boating, swimming or bathing in water retention areas shall be prohibited. Docks or other structures may not be erected in water retention areas without the prior written consent of the Board of Directors. All other uses of water retention areas shall be subject to the prior written approval of the Board of Directors, and such rules and regulations as the Board of Directors may adopt from time to time. Notwithstanding anything contained herein to the contrary, the Association shall maintain the surface water management system located in the Common Area, as required by the Southwest Florida Water Management District ("SWFWMD").

It is the Owner's responsibility NOT to remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting such Owner's Lot or Parcel. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD, Brooksville Service Office, Surface Water Regulation Manager.

No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, upland conservation areas and drainage easements described in the approved permit and designated in any recorded plat of any portion of the Development, unless prior approval is received from SWFWMD Brooksville Regulation Department pursuant to Chapter 40D-4, F.A.C.

It shall be the responsibility of each Owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the SWFWMD.

Section 15. Age Restriction.

(a) The community described in these covenants is a housing facility or community operating under the exemption requirements of the Fair Housing Act (42 U.S.C. Section 3607, as amended) as housing for older persons.

(i) At least eighty percent (80%) of the occupied units shall be occupied by at least one permanent occupant who is fifty-five (55) years of age or older, and the housing facility or community complies with a 24 C.F.R. 100.305, 100.306 and 100.307, as amended. A "permanent occupant" shall be defined in these restrictions as a person who occupies

a residential unit or Parcel for more than eight (8) weeks in any calendar year. A surviving or divorced spouse who is a permanent occupant under the age of fifty-five (55) years and who was the spouse of a permanent occupant fifty-five (55) years of age or older will be allowed to remain as a permanent occupant.

(ii) No Owner who is a Class A Member may rent or sell a residential structure unless at least one person who will occupy the residential structure is a permanent occupant fifty-five (55) years of age or older. The Board shall have the right to require prior age verification from all prospective occupants. Notwithstanding anything to the contrary contained herein, Declarant shall have the right, but not the obligation, to sell units which shall be permanently occupied by at least one person who is fifty (50) years of age or older; provided that such sales do not conflict with any federal, state or local law.

(b) No person under the age of twenty-two (22) shall be allowed to permanently occupy any residential unit in Heritage Pines. Occupancy by said individuals in any residential unit(s) for more than eight (8) weeks in any calendar year shall constitute "permanent" occupancy.

(i) The Declarant or the Board shall have the right to promulgate, from time to time, reasonable rules and regulations governing the visitation and temporary residence of, or use of the Common Area and facilities by, persons under twenty-two (22) years of age.

(ii) Further, notwithstanding the first sentence of this Subsection 15(b) to the contrary, as to any unit occupied as of July 27, 2001, all permanent occupants must be at least nineteen (19) years of age or older, until such time as the then-current Owner of such unit sells such unit. From and after such sale, such unit and all Owners and occupants thereof shall be subject to the terms of the first sentence of this Subsection 15(b) requiring that all permanent occupants be at least twenty-two (22) years of age or older.

(c) The Association shall be responsible for enforcing the foregoing restrictions, and shall be jointly and severally liable along with the Owner(s) of any violating unit(s) to Pasco County and the District School Board of Pasco County for payment(s) of any school impact fees waived if such restrictions have been violated. Such payment(s) shall be calculated in accordance with the school impact fee rates in effect at the time the violation(s) are discovered.

(d) In addition to the Declarant, the Association and each Owner, the foregoing restrictions are for the benefit of Pasco County and the District School Board of Pasco County, and Pasco County and the District School Board of Pasco County shall have the right to enforce violations of the foregoing restrictions by assessment of school impact fees, by any

means legally available to the Association, or by any other legal remedy, including injunctive relief. Pasco County and the District School Board of Pasco County shall be entitled to recover any attorney's fees expended to enforce violations of the foregoing restrictions or to collect school impact fees waived in violation of the foregoing restriction.

(e) The foregoing restrictions shall survive any expiration of other applicable deed restrictions and shall not be removed or amended without the consent and written agreement of both Pasco County and the District School Board of Pasco County.

Section 16. Clotheslines. The Association shall be empowered to adopt rules governing the type of clotheslines that may be permitted on any Lot or Parcel and establish reasonable restrictions relating to safety, location and maintenance of clotheslines. Clotheslines permissible pursuant to the rules of the Association may only be installed in a rear yard location, not visible from the street or neighboring property. This restriction and all rules promulgated pursuant hereto shall be construed so as to not conflict with, or violate the terms of Section 163.04, Florida Statutes.

Section 17. Water Wells. The Association, each Owner, subassociation, person, or any other entity by taking title to a Lot, Parcel, Common Area or any other property subject to this Declaration hereby acknowledges that they are aware that while in the process of drilling a well for the heritage Pines Golf Course, a cavern was penetrated that caused the area to collapse and other sinkholes to develop on portions of the Heritage Pines project. No Owner, subassociation, person or any other entity, except for Declarant, shall drill or otherwise cause to be created any water well or access to any subterranean water aquifers without the prior written consent of the Association, which consent may be withheld by Association in its sole discretion. In addition to any other rights and remedies afford by the terms of this Declaration, any Owner, subassociation, person or any other entity, except for Declarant, who drills or otherwise causes to be created any water well or access to any subterranean water aquifers with or without the prior written consent of the Association shall indemnify, defend and hold the Declarant, Association, any other Owner, subassociation, person or any other entity harmless from and against any and all damages, losses, claims, costs and expenses arising on account of or as a direct or proximate consequence of drilling activities conducted or permitted by the indemnifying party. Declarant makes no representation or warranty as to the ability to draw water, the ownership of water rights, the quality or quantity of water available within the Properties, subsurface conditions, or for any other matter whatsoever with respect to or resulting from any well drilled or otherwise provided by the Declarant, Association, any other Owner, subassociation, person or any other entity whether conveyed or to be conveyed to the Association, any other Owner, subassociation, person or any other entity.

Section 18. Minimum Rental Period. The minimum rental period for any Lot or Parcel or any structure thereon shall be ninety (90) days.

ARTICLE IX
ARCHITECTURAL CONTROL

No exterior change or modification shall be made to any residential dwelling constructed by the Declarant on a Lot or Parcel, nor shall any buildings, fences, walls, structures or other improvements be added to any Lot or Parcel after it has been conveyed by the Declarant, until the plans and specifications showing the nature, kind, shape, height, materials and color to be used on the exterior, and location of the same, shall have been submitted to and approved in writing by the Board of Directors, or by an architectural committee composed of three (3) or more representatives appointed by the Board. The Board may require payment of a reasonable fee in connection with such approval. No approval shall be given by the Board of Directors or its designated committee pursuant to the provisions of this Article unless it determines, in its sole discretion, that such approval shall (1) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Properties; (2) protect and conserve the value and desirability of the Properties as a residential golf course community; (3) be consistent with the provisions of this Declaration; and (4) conform to or enhance, in the sole opinion of the Board or its designated committee, the aesthetic appearance of the Properties. Neither the Association, the Board, nor any Member of the Board or its designated committee shall have any liability to anyone by reason of any acts or action taken in good faith pursuant to this Article. The Board shall have the right and power to adopt, amend and promulgate regulations in order to effectuate the purpose of this Article.

ARTICLE X
ADDITIONAL PROPERTY

Section 1. Additions Generally.

(a) Additions to the Properties. Additional land may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twenty-five (25) years from the date this instrument is recorded. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. All additional land which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration. Notwithstanding anything contained in this Section 1, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(b) General Land Plan. The present general plan of development shall not bind the Declarant to make any such additions or adhere to the general plan of development. Such general plan of development may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Land Plan" shall mean such

general plan of development, together with any amendments or modifications thereof hereafter made.

Section 2. Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

(a) Additions by Declarant. The Declarant shall have the right from time to time, whether prior to or after Turnover, in its discretion and without need for consent or approval by either the Association or its Members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration, any additional land. In the Declarant's sole discretion, portions of this land may be designated as Common Area. The additions authorized under this subsection shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land. Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its Members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify, or add to the covenants established by this Declaration as such affect the land described on attached Exhibit "A."

(b) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real or personal or mixed), rights and obligations may, by operation or law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration with the Properties.

Section 3. General Provisions Regarding Additions to the Properties.

(a) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(b) Nothing contained in this Article shall obligate the Declarant to make additions to the Properties.

Section 4. Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the land added to the Properties or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots and Parcels thereof as is provided by Article III, Section 2, of this Declaration.

Section 5. Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land or any portion thereof added to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have, but only as to such of the additional land as is added, the assessment obligation and be entitled to the same assessment exemption, upon the same terms and conditions as contained in Article IV, Section 6, of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to assessment, as determined and set forth in such Section.

Section 6. Voting Rights of Owners Other than the Declarant as to Additions to the Properties. Any Lots or Parcels within land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be entitled to voting rights identical to those granted by Article III, Section 2, of this Declaration to other Owners of Class A Lots and Parcels.

Section 7. Assessment Obligation of Owners Other Than the Declarant as to Additions to the Properties. Any Lots or Parcels within land added to the Properties which are owned by Owners other than the Declarant, or its assignees by separate written document, shall be subject to assessments, both annual, special and otherwise, including without limitation those imposed by any CDD established with respect to the Properties, all in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Class A Lots and Parcels within the Properties.

ARTICLE XI
GENERAL PROVISIONS

Section 1. Deed Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions, declarations of covenants, conditions and restrictions, and community association documents applicable thereto either by master instrument or individually recorded instruments. Such documents may vary as to different parts of the Properties in accordance with the Declarant's General Land Plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific documents, such land shall be subject to both the specific documents and this Declaration. The Association shall have the power to enforce all restrictions if expressly provided for therein, and to exercise any authority granted to it by them. Nothing contained in this Section 1 shall require the Declarant to impose uniform restrictions, or to impose restrictions of any kind on all or any part of the Properties.

Section 2. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of, or attempting to violate, the provisions of this Declaration, he shall bear all expenses of the litigation, including court costs and reasonable attorneys' and legal assistants' fees and costs, for all trial, appellate, bankruptcy and arbitration proceedings or otherwise and in preparation thereof, incurred by the party enforcing the provisions of this Declaration. Declarant shall not be obligated to enforce this Declaration and shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than itself. The Association may levy fines in accordance with the provisions of Section 617. 30l, et seq., Florida Statutes. The Board shall have the authority to adopt reasonable rules with regard to the levying of a fine and the procedures by which fines will be implemented. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Owner, and if applicable, its licensee or invitee.

Section 3. Severability. Invalidation of any one of these covenants or restrictions, or any provision contained herein, by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Amendment.

(a) The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by the approval of two-thirds (2/3) of the votes of each class of Members. Any amendment must be recorded. No amendment which affects the rights of Declarant shall be effective without the prior written consent of Declarant.

(b) Anything in this Declaration to the contrary notwithstanding, if any amendment to this Declaration is required at any time by an institutional mortgagee, such as a bank, savings and loan association, insurance company, purchaser of first mortgages such as the Federal National Mortgage Association or any governmental agency, such amendment shall be effective upon recording of such amendment executed by the Declarant in the Public Records of Pasco County, Florida, without the necessity of the approval or joinder of any other Owners, or the Association. No such amendment may adversely affect the lien or priority of any institutional first mortgagee recorded prior to such amendment.

(c) Until the completion of the contemplated improvements on the Properties, and closing of all Lot or Parcel sales, the Declarant specifically reserves the right, without the joinder of any person or other legal entity, to make amendments to this Declaration and its exhibits or in the General Land Plan as may be required by any governmental authority or, as may be necessary or desirable in Declarant's sole judgment. This paragraph shall take precedence over any other provision of this Declaration or its attachments. No such amendment may

adversely affect the lien or priority of any institutional first mortgagee recorded prior to such amendment.

(d) Any amendment which affects the surface water management system, including the water management portions of the Common Area, shall require the prior written approval of SWFWMD.

Section 5. Community Development District. Declarant shall have the right to create a community development district ("CDD"), as authorized by Chapter 190, Florida Statutes, including and encumbering all or any portion of the Properties, including, without limitation, the Lots, Parcels and Common Area, for the purposes of financing the improvement of the Lots, Parcels and Common Area. In connection with the establishment of the CDD, assessments and fees may be assessed against the Lots or Parcels or Common Area in addition to those created by this Declaration and imposed by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments and fees created by the documentation establishing the CDD. In addition to any other rights that the Declarant may have pursuant to this Declaration, Declarant shall have the right to convey or grant easements over any Common Area to the CDD or subject the Properties, or any portion thereof, to the documents establishing the CDD. Further, the Declarant shall have the right to cause the Association to enter into agreements with any CDD with respect to the maintenance of any real property or improvements constructed thereon or thereunder in which such CDD has an interest.

Section 6. Interpretation. Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including without limitation." The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 7. Declarant's Rights; Obligation of Cooperation by Association. Until such time as Declarant has completed all of the contemplated improvements and has sold all of the Lots and Parcels within the Development, the following provisions shall apply and control notwithstanding any provisions contained in this Declaration to the contrary:

(a) The Association hereby grants the Declarant an easement assignable by the Declarant, across all Common Area and additions to Common Area for the construction of water, sewer, drainage, water retention, reclaimed water, cable television, television antennae, gas and electric facilities; for the installation of any other services and facilities deemed by Declarant necessary or desirable for the development of the Properties and Common Area; and for the conduct of all construction, sales, and marketing activities deemed necessary or desirable by the Declarant.

(b) The Association grants the Declarant the right to alter the boundaries of the Common Area whether or not they have been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoint the Declarant or its officers as their attorney-in-fact to execute and/or deliver any documents, plats, deeds or

other written instruments necessary or convenient to accomplish the addition of Common Area and Properties, to create easements as deemed necessary by Declarant and to adjust the boundary or boundaries of the Common Area. Such appointment shall be deemed coupled with an interest and irrevocable.

(c) Neither the Association nor its Members, nor the use of the Common Area by the Association or its Members, shall interfere with the completion of the contemplated improvements or the marketing and sale by Declarant of Lots or Parcels within the Development.

(d) Declarant reserves and the Association grants to Declarant the right to make such use of Lots or Parcels, and the Common Area, as may facilitate completion and sale of Lots or Parcels by the Declarant. Without limiting the foregoing, Declarant shall have the right to maintain a sales office, model units, administration office, and/or construction office (which may be a construction trailer or a temporary or permanent building) on Lots or Parcels or on the Common Area. Declarant further shall have the right to erect and maintain signs on Lots or Parcels or on the Common Area, shall have the right to bring prospective purchasers upon the Common Area, shall have the right to use the Common Area for any sales purposes, shall have the right to grant the right of use of the Common Area to any prospects or any other individuals or group in its sole discretion and shall be entitled to conduct all other marketing activities desired by Declarant. By way of example and not by way of limitation or definition, such Common Area may include the clubhouse, golf course, pool, tennis courts, restaurant, driving range and other amenities.

(e) Without the express prior written consent of Declarant, no amendments shall be made to the Declaration and no Rules and Regulations shall be adopted by the Association which shall modify the assessments or other charges on Declarant's Lots or Parcels, or which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities on the Common Area, delegation of use of the Common Area, or marketing and sale of the remaining Lots or Parcels in the Development, whether or not such activities are enumerated for the preceding paragraphs.

Section 8. Declarant Loans to the Association. Declarant reserves the right, but not the obligation, to provide from time to time for certain capital improvements or working capital for the benefit of the Association and its Members. In such event, the Declarant may consider the cost of developing such capital improvements as a loan to the Association repayable by the Association to the Declarant at such time and with such interest as may be reasonably agreed to by the Association and the Declarant prior to the development of such improvement by Declarant. Any such loan shall be evidenced by a promissory note made by the Association in favor of Declarant and such note shall be deemed reasonable upon execution by the Association.

LEGAL DESCRIPTION

STATE OF FLORIDA

COUNTY OF PASCO

The lands to be known as HERITAGE PINES VILLAGE 1, a subdivision of a portion of Section 5, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commence at Northwest corner of said Section 5; thence along the West line of said Section 5, S00°36'37"W, for 292.65 feet; thence leaving said Section line, S89°23'23"E, for 263.79 feet to the POINT OF BEGINNING; thence S78°26'02"E, for 639.16 feet; thence S89°41'11"E, for 17.17 feet; thence S00°18'49"W, for 159.67 feet to the point of intersection with a non-tangent curve concave to the North; thence Easterly along the arc of said curve with a radial bearing N03°59'52"E, and having a radius of 775.00 feet, a central angle of 01°34'10", an arc length of 21.23 feet and a chord bearing S86°47'13"E, for 21.23 feet to the point of intersection with a non-tangent line; thence S00°18'49"W, for 112.63 feet to the point of intersection with a non-tangent curve concave to the South; thence Westerly along the arc of said curve with a radial bearing S02°32'40"E, and having a radius of 886.00 feet, a central angle of 03°08'34", an arc length of 48.60 feet and a chord bearing S85°53'02"W, for 48.59 feet to the point of intersection with a non-tangent line; thence S05°41'15"E, for 101.00 feet to the point of intersection with a non-tangent curve concave to the South; thence Westerly along the arc of said curve with a radial bearing S05°41'15"E, and having a radius of 785.00 feet, a central angle of 15°37'35", an arc length of 214.09 feet and a chord bearing S76°29'58"W, for 213.43 feet to the point of reverse curvature with a curve concave to the North; thence Westerly along the arc of said curve, having a radius of 465.00 feet, a central angle of 14°26'52", an arc length of 117.26 feet and a chord bearing S75°54'37"W, for 116.95 feet to the point of intersection with a non-tangent line; thence S02°36'08"W, for 60.73 feet; thence S05°46'32"E, for 122.27 feet; thence N59°21'49"W, for 113.75 feet; thence N16°54'26"W, for 740.37 feet; to the POINT OF BEGINNING; and containing 6.48 acres, more or less.

LEGAL DESCRIPTION

STATE OF FLORIDA

COUNTY OF PASCO

The Lands to be known as HERITAGE PINES VILLAGE 3, a subdivision of a portion of Section 5, Township 24 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 5; thence S00°36'37"W, along the West line of said Section 5, also being the East line of Arlington Woods, Phase 1-B as recorded in Plat Book 28, Pages 92 and 93 and Phase 2-A as recorded in Plat Book 30, Pages 22 and 23 of the Public Records of Pasco County, Florida for 982.61 feet to the POINT OF BEGINNING; thence S72°48'29"E, for 54.83 feet; thence N68°18'08"E, for 82.78 feet; thence N59°08'06"E, for 57.08 feet; thence N86°18'57"E, for 285.49 feet; thence S16°54'26"E, for 86.88 feet; thence S59°21'49"E, for 113.75 feet to the point of intersection with a non-tangent curve concave to the Southeast; thence southwesterly along the arc of said curve with a radial bearing S25°12'04"E, and having a radius of 150.00 feet, a central angle of 69°16'13" an arc length of 181.35 feet and a chord bearing S30°09'49"W, for 170.50 feet to the point of tangency; thence S04°28'17"E, for 450.24 feet; thence S26°06'44"W, for 70.73 feet; thence N89°23'23"W, for 355.58 feet; N25°04'50"W, for 75.51 feet; thence N44°23'23"W, for 172.72 feet to the aforesaid West line of Section 5; thence along said West line of Section 5, N00°36'37"E, for 543.45 feet to the POINT OF BEGINNING and containing 8.81 acres, more or less.

LEGAL DESCRIPTION

The lands known as HERITAGE PINES VILLAGE 5, UNIT 1, a subdivision of a portion of Section 5, Township 24 South, Range 12 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Northwest corner of Section 5, Township 24 South, Range 12 East, Pasco County, Florida; thence along the West line of said Section 5, S00°58'37"W, for 1581.67 feet; thence leaving said West line, S89°43'23"E, for 820.54 feet to the POINT OF BEGINNING; thence N84°44'15"E, for 107.38 feet; thence S88°44'11"E, for 214.37 feet; thence S45°16'56"E, for 51.99 feet to the point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve, having a radius of 158.20 feet, a central angle of 177°47'05", an arc length of 490.90 feet and a chord bearing S43°07'05"W, for 315.35 feet to the point of intersection with a non-tangent line; thence S11°47'08"W, for 82.78 feet to the point of intersection with a non-tangent curve concave to the North; thence easterly along the arc of said curve, having a radius of 772.40 feet, a central angle of 00°05'59", an arc length of 1.35 feet and a chord bearing S89°02'57"E, for 1.35 feet to the point of tangency; thence S89°05'57"E, for 122.51 feet to the point of curvature of a curve concave to the Southwest; thence easterly along the arc of said curve, having a radius of 232.10 feet, a central angle of 70°57'50", an arc length of 287.48 feet and a chord bearing S54°14'02"E, for 269.55 feet to the point of tangency; thence S18°45'07"E, for 55.80 feet; thence S11°47'53"E, for 151.56 feet to the point of intersection with a non-tangent curve concave to the North; thence easterly along the arc of said curve with a radius of 772.40 feet, a central angle of 00°20'46", an arc length of 4.67 feet and a chord bearing N78°27'27"E, for 4.67 feet to the point of reverse curvature with a curve concave to the South; thence easterly along the arc of said curve, having a radius of 165.00 feet, a central angle of 00°20'46", an arc length of 1.00 feet and a chord bearing N78°27'27"E, for 1.00 feet to the point of reverse curvature with a curve concave to the North; thence easterly along the arc of said curve, having a radius of 1417.39 feet, a central angle of 01°33'09", an arc length of 38.41 feet and a chord bearing N77°40'34"E, for 38.41 feet to the point of reverse curvature with a curve concave to the South; thence easterly along the arc of said curve, having a radius of 422.00 feet, a central angle of 06°21'27", an arc length of 46.85 feet and a chord bearing N74°01'34"E, for 46.83 feet to the point of reverse curvature with a curve concave to the North; thence easterly along the arc of said curve, having a radius of 1181.50 feet, a central angle of 01°40'35", an arc length of 27.04 feet and a chord bearing N78°28'24"E, for 27.04 feet to the point of intersection with a non-tangent line; thence southerly along the arc of said curve with a radial bearing N74°12'37"E, and having a radius of 1980.00 feet, a central angle of 02°41'23", an arc length of 88.73 feet and a chord bearing S17°08'05"E, for 88.72 feet to the point of intersection with a non-tangent curve concave to the South; thence northeasterly along the arc of said curve with a radial bearing S15°28'38"W, and having a radius of 20.00 feet, a central angle of 43°40'52", an arc length of 15.25 feet and a chord bearing N82°41'48"E, for 14.88 feet to the point of reverse curvature with a curve concave to the North; thence easterly along the arc of said curve, having a radius of 1838.90 feet, a central angle of 00°54'58", an arc length of 18.78 feet and a chord bearing S76°41'14"E, for 18.78 feet to the point of compound curvature with a curve concave to the North; thence westerly along the arc of said curve, having a radius of 313.50 feet, a central angle of 12°07'29", an arc length of 70.78 feet and a chord bearing S83°37'26"W, for 70.63 feet to the point of reverse curvature with a curve concave to the South; thence westerly along the arc of said curve, a radius of 537.00 feet, a central angle of 08°12'18", an arc length of 88.27 feet and a chord bearing S85°30'02"W, for 88.18 feet to the point of compound curvature with a curve concave to the South; thence westerly along the arc of said curve, having a radius of 775.00 feet, a central angle of 07°57'08", an arc length of 107.58 feet and a chord bearing S78°56'20"W, for 107.49 feet to the point of reverse curvature with a curve concave to the North; thence westerly along the arc of said curve, having a radius of 1225.00 feet, a central angle of 04°01'21", an arc length of 86.00 feet and a chord bearing S76°57'27"W, for 85.98 feet to the point of intersection with a non-tangent line; thence S15°31'52"E, for 10.01 feet to the point of intersection with non-tangent curve concave to the North; thence westerly along the arc of said curve with a radial bearing N15°05'05"W, and having a radius of 1235.00 feet, a central angle of 07°25'10", an arc length of 159.20 feet and a chord bearing S88°38'30"W, for 159.08 feet to a point of intersection with a non-tangent line; thence N03°08'30"W, for 80.06 feet to the point of intersection with a non-tangent curve concave to the North; thence westerly along the arc of said curve with a radial bearing N08°47'46"W, and having a radius of 1178.00 feet, a central angle of 00°28'00", an arc length of 9.57 feet and a chord bearing N81°58'14"E, for 9.57 feet to the point of compound curvature with a curve concave to the Northeast; thence easterly along the arc of said curve with a radius of 20.00 feet, a central angle of 82°53'13", an arc length of 32.41 feet and a chord bearing N37°49'59"E, for 29.68 feet to the point of tangency; thence N09°36'59"W, for 3.57 feet to the point of curvature of a curve concave to the East; thence northerly along the arc of said curve, having a radius of 314.00 feet, a central angle of 11°42'57", an arc length of 64.21 feet and a chord bearing N03°45'30"W, for 64.09 feet to the point of reverse curvature with a curve concave to the West; thence northerly along the arc of said curve, a radius of 286.00 feet, a central angle of 05°28'37", an arc length of 27.33 feet and a chord bearing N02°40'25"W, for 27.32 feet to the point of tangency; thence N00°03'53"E, for 22.41 feet to the point of curvature of a curve concave to the West; thence northerly along the arc of said curve with a radial bearing N89°56'07"W, and having a radius of 1058.00 feet, a central angle of 00°19'26", an arc length of 5.98 feet and a chord bearing N00°06'50"W, for 5.98 feet to the point of tangency; thence N00°16'34"W, for 370.33 feet to the point of curvature of a curve concave to the East; thence northerly along the arc of said curve, having a radius of 640.50 feet, a central angle of 15°04'28", an arc length of 168.57 feet and a chord bearing N07°15'40"E, for 168.02 feet to the point of intersection with a non-tangent curve concave to the Southeast; thence northeasterly along the arc of said curve with a radial bearing S80°35'20"E, and having a radius of 275.00 feet, a central angle of 13°39'39", an arc length of 65.53 feet and a chord bearing N16°45'00"E, for 65.37 feet to the POINT OF BEGINNING and containing 9.28 acres, more or less.

LEGAL DESCRIPTION

The Lands known as HERITAGE PINES VILLAGE 5, UNIT 2, a subdivision of a portion of Section 5, Township 24 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Northwest corner of said Section 5, thence along the West line of said Section 5, S00°36'37"W, for 2654.55 feet; thence leaving said West line, S89°23'23"E, for 846.18 feet to the POINT OF BEGINNING; thence S66°29'40"E, for 118.62 feet to a point of intersection with a non-tangent curve concave to the East; thence Southwesterly along the arc of said curve, having a radial bearing of S58°29'40"E, a radius of 275.00 feet, a central angle of 13°56'30", an arc length of 66.93 feet and a chord bearing S18°32'05"W, for 65.17 feet to the point of intersection with a non-tangent curve concave to the South; thence Easterly along the arc of said curve with a radial bearing of S02°36'57"E, and having a radius of 840.50 feet, a central angle of 15°04'26", an arc length of 158.51 feet and a chord bearing S85°04'44"E, for 158.02 feet to the point of reverse curvature with a curve concave to the North; thence Easterly along the arc of said curve, having a radius of 1058.50 feet, a central angle of 20°02'53", an arc length of 372.28 feet and a chord bearing S87°36'27"E, for 370.35 feet to the point of intersection with a non-tangent curve concave to the West; thence Southerly along the arc of said curve with a radial bearing S87°06'22"W, and having a radius of 286.00 feet, a central angle of 05°29'57", an arc length of 27.42 feet and a chord bearing S00°08'50"E, for 27.41 feet to the point of reverse curvature with a curve concave to the East; thence Southerly along the arc of said curve, having a radius of 314.00 feet, a central angle of 11°42'52", an arc length of 64.21 feet and a chord bearing S03°15'30"E, for 64.08 feet to the point of tangency; thence S08°06'58"E, for 3.57 feet to the point of curvature of a curve concave to the Northwest; thence Southerly along the arc of said curve, having a radius of 20.00 feet, a central angle of 92°51'13", an arc length of 32.41 feet and a chord bearing S37°18'38"W, for 28.98 feet to the point of compound curvature with a curve concave to the North; thence Westerly along the arc of said curve, having a radius of 1175.00 feet, a central angle of 00°28'00", an arc length of 9.57 feet and a chord bearing S83°58'14"W, for 9.57 feet to the point of intersection with a non-tangent line; thence S05°06'58"E, for 80.05 feet to the point of intersection with a non-tangent curve concave to the North; thence Westerly along the arc of said curve with a radial bearing N05°41'11"W, and having a radius of 1225.00 feet, a central angle of 18°08'40", an arc length of 387.94 feet and a chord bearing N86°36'51"W, for 386.32 feet to the point of reverse curvature with a curve concave to the South; thence Westerly along the arc of said curve, having a radius of 475.00 feet, a central angle of 39°39'19", an arc length of 328.82 feet and a chord bearing S82°39'20"W, for 322.10 feet to the point of intersection with a non-tangent line; thence S27°10'50"E, for 10.00 feet to the point of intersection with a non-tangent curve concave to the Southeast; thence Southwesterly along the arc of said curve, with a radial bearing S27°10'50"E, and having a radius of 465.00 feet, a central angle of 09°05'45", an arc length of 8.89 feet and a chord bearing S67°16'18"W, for 8.89 feet to the point of compound curvature with a curve concave to the Southeast; thence Southwesterly along the arc of said curve, having a radius of 885.00 feet, a central angle of 05°04'40", an arc length of 78.41 feet and a chord bearing S59°41'05"W, for 78.38 feet to the point of reverse curvature with a curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 885.00 feet, a central angle of 18°25'18", an arc length of 158.63 feet and a chord bearing S63°53'25"W, for 158.42 feet to the point of intersection with a non-tangent line; thence N30°47'33"W, for 10.28 feet to the point of intersection with a non-tangent curve concave to the North; thence Westerly along the arc of said curve with a radial bearing N17°44'19"W, and having a radius of 875.00 feet, a central angle of 04°57'12", an arc length of 58.36 feet and a chord bearing S74°44'18"W, for 58.34 feet to the point of intersection with a non-tangent line; thence N12°47'06"W, for 165.75 feet to the point of curve concave to the Northwest; thence Easterly along the arc of said curve with a radial bearing N12°47'06"W, and having a radius of 508.25 feet, a central angle of 21°34'08", an arc length of 191.71 feet and a chord bearing N66°25'50"E, for 190.58 feet to the point of reverse curvature with a curve concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 1060.75 feet, a central angle of 06°04'40", an arc length of 112.52 feet and a chord bearing N63°41'08"E, for 112.47 feet to the point of compound curvature with a curve concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 840.75 feet, a central angle of 05°30'48", an arc length of 108.39 feet and a chord bearing N55°28'49"E, for 108.27 feet to the point of intersection with a non-tangent line; thence N31°17'08"E, for 157.18 feet to the POINT OF BEGINNING; and containing 4.81 acres, more or less.

OR BK 9733 PG 3282 of 33

OR BK 3881 PG 885 of 45

EXHIBIT "A" PAGE 5 OF 5

LEGAL DESCRIPTION

STATE OF FLORIDA

COUNTY OF PASCO

The Lands to be known as HERITAGE PINES VILLAGE 2B , a subdivision of a portion of Section 5, Township 24 South, Range 17 East, Pasco County, Florida, being more particularly described as follows:

Commence at East 1/4 corner of said Section 5, thence along East-West centerline of said Section 5, S89°55'51"W, for 1635.12 feet; thence leaving said East-West centerline, S00°04'09"E, for 301.03 feet to the POINT OF BEGINNING, same also being a point of curvature of a curve concave to the Northeast; thence southeasterly along the arc of said curve with a radial bearing N52°59'20"E, and having a radius of 316.50 feet, a central angle of 44°22'41", an arc length of 245.14 feet and a chord bearing S59°12'01"E, for 239.06 feet to the point of reverse curvature with a curve concave to the South; thence easterly along the arc of said curve, having a radius of 595.00 feet, a central angle of 09°18'53", an arc length of 96.73 feet and a chord bearing S76°43'55"E, for 96.62 feet to the point of intersection with a non-tangent line; thence S17°04'32"W, for 25.83 feet to the point of curvature of a curve concave to the Northwest; thence southerly along the arc of said curve, having a radius of 243.00 feet, a central angle of 78°32'12", an arc length of 333.09 feet and a chord bearing S56°20'38"W, for 307.62 feet to the point of tangency; thence N84°23'16"W, for 404.16 feet; thence N29°37'32"W, for 435.86 feet; thence N61°31'13"E, for 50.16 feet; thence N60°22'28"E, for 47.73 feet to the point of curvature of a curve concave to the South; thence northeasterly along the arc of said curve, having a radius of 285.00 feet, a central angle of 29°01'52", an arc length of 144.41 feet and a chord bearing N74°53'24"E, for 142.87 feet to the point of non-tangency; thence S00°35'40"E, for 10.00 feet to the point of intersection with non-tangent curve concave to the South; thence northeasterly along the arc of said curve, having radial bearing of S00°35'40"E and radius of 275.00 feet, a central angle of 06°12'24", an arc length of 29.79 feet and a chord bearing S87°29'28"E, for 29.77 feet to the point of tangency; thence S84°23'16"E, for 77.72 feet; thence S05°36'44"W, for 172.05 feet; thence S84°23'16"E, for 206.77 feet; thence N52°59'20"E, for 77.98 feet to the POINT OF BEGINNING and containing 5.45 acres, more or less.

PREPARED BY AND RETURN TO:
Cianfrone, Nikoloff, Grant, Greenberg & Sinclair, P.A.
1964 Bayshore Boulevard, Suite A
Dunedin, FL 34698

INSTR# 2019106081 BK 9927 PG 2000
06/24/2019 09:45am Page 1 of 3
Rcpt: 2066124 Rec: 27.00
DS: 0.00 IT: 0.00
Paula S. O'Neil, Ph.D.
Pasco County Clerk & Comptroller

CERTIFICATE OF AMENDMENT TO BY-LAWS OF HERITAGE PINES COMMUNITY ASSOCIATION, INC.

THIS IS TO CERTIFY, that the Bylaws of the Heritage Pines Community Association, Inc., originally recorded at Official Records Book 3881, Page 892, et seq., of the public records of Pasco County, Florida, and thereafter amended, were further amended as provided on the attached Exhibit "A," entitled "Schedule of Amendments," by the affirmative vote and approval of no less than a majority of a quorum present in person or by proxy at the duly called and noticed annual meeting of the Members of the Heritage Pines Community Association, Inc. held on February 28, 2019.

IN WITNESS WHEREOF, HERITAGE PINES COMMUNITY ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 6th day of June, 2019.

HERITAGE PINES COMMUNITY ASSOCIATION, INC.

(Corporate Seal)

By: Steve Vance
Steve Vance, as President
Printed Name

ATTEST:

Joyce Welsh
Joyce Welsh, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 6th day of June, 2019, by Steve Vance, as President, and Joyce Welsh, as Secretary, of HERITAGE PINES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Kimberley L. Norton
NOTARY PUBLIC

KIMBERLEY L. NORTON
MY COMMISSION # GG 120133
EXPIRES: July 4, 2021
Bonded Thru Notary Public Underwriters

SCHEDULE OF AMENDMENTS

TO
BY-LAWS OF
HERITAGE PINES COMMUNITY ASSOCIATION, INC.

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~

1. Article IV, BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE, Section 1, Number, and Section 2, Term of Office, and Section 3, Removal, of the By-Laws shall be amended to read as follows:

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board composed of seven (7) ~~of~~ Directors ~~of no fewer than five (5) and no more than nine (9)~~, all of whom need be Members of the Association. ~~Thereafter, within the above parameters, the number of directors may be fixed from time to time by a majority vote of the Board of Directors.~~

Section 2. Term of Office. Election to the Board of Directors shall be held at ~~each~~ the Annual Meeting of the Members of the Association. ~~Terms of office shall be two years or until a successor is elected or appointed. After being elected by the Members of the Association to two consecutive terms as a director, an individual is not thereafter eligible to be a director for a period of two years, regardless of any gaps in service or failure to complete either term. An individual appointed to fill the vacated position on the Board is eligible to serve two (2) full consecutive terms if elected after serving the appointment.~~ At the time of recording this amendment, there are seven (7) Directors serving various remainders of their two (2) years terms. Specifically, four (4) Directors terms will be expiring at the 2019 annual meeting and these four (4) seats shall be filled at the annual meeting with four (4) directors being elected to two (2) year terms. Three (3) directors terms will be expiring at the 2020 election and these seats will be open for election for a three (3) year term. When the other four (4) seats come open for election in 2021, two (2) directors shall be elected to serve three (3) year terms and two (2) directors shall be elected to serve one (1) year terms to implement and maintain three-year staggered terms. The candidates receiving the highest number of votes shall fill the seats with the longer terms. Thereafter, two seats shall be open for election in 2022, three seats shall be open for election in 2023, two seats shall be open for election in 2024, two seats shall be open for election in 2025 and so on and so forth so that each year two seats are open for election due to expiration of their terms with every third year, three seats being open for election due to the expiration of their terms and all directors shall serve for terms of three (3) years each. If two (2) or more elected directors receive the same number of votes, or if an election is not held because the number of candidates is equal to or less than the number of vacancies, then a majority of the newly elected Board of Directors will determine which director(s) shall serve a three (3) year term and which director(s) shall serve a lesser term, if applicable. The term of each director's service shall extend until his or her successor is duly elected or appointed, or until his or her resignation or removal from office.

EXHIBIT "A"

Section 3. Removal. Any director may be removed from the Board, with or without cause, pursuant to Florida law. In the event of death, resignation or removal of a directors (unless otherwise required by statute in the event of a recall), his successor shall be selected by the remaining members of the board of directors even though less than a quorum, and shall serve for the unexpired term of his predecessor. Notwithstanding the foregoing sentence, the remaining directors shall not be required to fill a vacant seat and may continue to operate with the remaining directors so long as sufficient to meet a quorum based upon a 7 member board of directors and all required votes and minimum votes necessary shall be based upon the quorum of a 7 member board of directors.

EXHIBIT "A"

2018092169

Rcpt:1961867 Rec: 103.50
DS: 0.00 IT: 0.00
06/01/2018 K. M., Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
06/01/2018 09:46am 1 of 12
OR BK 9733 PG 3283

Prepared By and Return To:
Cianfrone, Nikoloff, Grant & Greenberg, P.A.,
1964 Bayshore Boulevard, Suite A
Dunedin, Florida 34698

CERTIFICATE OF RESTATEMENT OF THE BYLAWS FOR HERITAGE PINES COMMUNITY ASSOCIATION, INC.

WE HEREBY CERTIFY THAT, at a duly called meeting of the Board of Directors of the Heritage Pines Community Association, Inc. ("Association") held on May 23, 2018, the Board of Directors of the Association resolved, for purposes of clarification and convenience, that attached hereto is the Restated Bylaws for Heritage Pines Community Association, Inc., which incorporates all properly approved amendments and consolidations to and of the Bylaws of Heritage Pines Community Association, Inc. through the date of such meeting provided above. Said Bylaws were attached as an exhibit to the Master Declaration of Covenants, Conditions and Restrictions for heritage Pines, originally recorded at O.R. Book 3881, Page 857, et. seq.; which Bylaws were subsequently amended from time to time, and were consolidated by that Certificate of Amendment recorded at O.R. Book 8661, Page 32, et. seq., public records of Pasco County, Florida.

IN WITNESS WHEREOF, HERITAGE PINES COMMUNITY ASSOCIAION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 23 day of May, 2018.

HERITAGE PINES COMMUNITY ASSOCIATION, INC.

(Corporate Seal)

By: Linda McCann
LINDA McCANN, President
Printed Name

ATTEST:

By: Patricia Liston
PATRICIA LISTON, Secretary
Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 23 day of May, 2018, by LINDA McCANN, as President, and PATRICIA LISTON, as Secretary of HERITAGE PINES COMMUNITY ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Kimberley L. Norton
NOTARY PUBLIC
State of Florida at Large
My Commission Expires:

KIMBERLEY L. NORTON
MY COMMISSION # GG 120133
EXPIRES: July 4, 2021
Bonded Thru Notary Public Underwriters

RESTATED BYLAWS

OF

HERITAGE PINES COMMUNITY ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is HERITAGE PINES COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association." The principal office of the Association shall be located at 11524 Scenic Hills Boulevard, Hudson, Florida 34677.

ARTICLE II

DEFINITIONS

Section 1. "*Association*" shall mean and refer to HERITAGE PINES COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

Section 2. "*Common Area*" shall mean all real property (including the improvements thereto) now or hereafter owned by the Association for the common use and enjoyment of the Owners, and not otherwise comprising Parcels or Lots, including without limitation the clubhouse and related facilities and amenities; provided, however, that the Common Area shall not include any interest in real property or the improvements constructed thereon or thereunder that is the responsibility of any CDD to maintain or repair.

Section 3. "*Declarant*" shall mean and refer to not only U.S. Home Corporation, a Delaware corporation, but also any successor, alternate or additional Declarant appointed by U.S. Home Corporation as a successor, alternate or additional Declarant by an instrument in writing, specifically setting forth that such successor, alternate or additional Declarant is to have, together with U.S. Home Corporation, the Declarant's rights, duties, obligations and responsibilities, in whole or in part, for all or any portion of the Properties. The term "Declarant" shall not include any person or party who purchases a Lot or Parcel from Declarant unless such purchaser is specifically assigned by a separate recorded instrument some or all of the Declarant's rights under this Declaration with regard to the conveyed property.

Section 4. "*Declaration*" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for HERITAGE PINES applicable to the Properties and recorded in the Public Records of Pasco County, Florida.

Section 5. "*Lot*" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area. The Lots may contain detached or attached housing.

Section 6. "*Members*" shall mean and refer to those persons or entities entitled to membership in the Association as provided in the Declaration.

Section 7. "*Owner*" shall mean and refer to the record owner, whether one or more persons or entitles, of the fee simple title to any Lot or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant.

Section 8. "*Parcel*" shall mean and refer to any part of the Properties other than the Common Area, Lots, streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record shall, as to such portions, cease being a Parcel, or part thereof, and shall become Lots.

Section 9. "*Properties*" shall mean and refer to that certain real property described in the Master Declaration of Covenants, Conditions and Restrictions for HERITAGE PINES, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to the Declaration.

Section 10. *"Day of Garbage Collection"* shall mean and refer to the period commencing 6 PM the day before garbage/recycling removal and ending 6 PM the day of garbage/recycling removal as provided in the Master Declaration.

Section 11. All other capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The Annual Meeting of the Members shall be held during the first (1st) quarter of each calendar year at such time, date and place as the Board of Directors shall determine.

Section 2. Special Meetings. Special Meetings of the Members of the Association may be called at any time by the Board of Directors, or upon written request of ten percent (10%) of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under Section 3 of Article IV of the Declaration shall be given to all Members

not less than thirty (30) days nor more than sixty (60) days in advance of such meeting either by mailing a copy of such notice, addressed to the Member's address last appearing on the books of the Association or supplied by such Members to the Association for the purpose of notice, or by delivering the same to the Member's address.

(b) Notice of all other meetings shall be given at least fifteen (15) days in advance to each Member, either by mailing or delivering a copy of such notice, addressed to the Member's address last appearing on the books of the Association, or by delivering the same to the Member's address.

(c) Delivery of notice pursuant to subsection (a) or (b) to any co-owner of a Lot or Parcel shall be effective upon all co-owners of such Lot or Parcel, unless a co-owner has requested the Secretary in writing that notice be given such co-owner and furnished the Secretary with the address to which such notice may be delivered by mail.

Section 4. Quorum. The presence either in person or by proxy of thirty percent (30%) of the eligible members to vote shall constitute a Quorum.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot or Parcel.

Section 6. Majority Vote. The acts approved by a majority of the votes cast, either in person or by proxy, at a meeting at which a quorum is established shall constitute the acts of the Members, except when approval by a greater or different voting majority is required by the Declaration, the Articles of Incorporation or these Bylaws.

Section 7. Voting Members. If a Lot or Parcel is owned by one person, his right to vote shall be established by the record title to the Lot or Parcel. If a Lot or Parcel is owned by a corporation, the officer, agent or employee thereof entitled to cast the vote of the corporation therefor shall be designated in a certificate for this purpose signed by the president or a vice president, and filed with the Secretary of the Association. Except as hereafter provided with regard to a Lot or Parcel owned jointly by a husband and wife, if a Lot or Parcel is owned by more than one (1) person, the person entitled to cast the vote therefor shall be designated in a certificate signed by all of the record owners of the Lot or Parcel and filed with the Secretary. The person designated in a certificate pursuant to this Section who is entitled to cast the vote for a Lot or Parcel, as well as any sole owner of a Lot or Parcel, shall be known as the "voting Members." Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot or Parcel concerned.

Section 8. Waiver of Notice. Any Owner may waive notice of any annual or special meeting of Members by a writing signed either before, at or after such meeting. Attendance by an Owner or his designated voting Member at a meeting shall also constitute a waiver of the time, place and purpose of the meeting.

Section 9. Determination of Membership. For the purpose of determining the person entitled to notice under any provision of these Bylaws, the Articles of Incorporation, or the Declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association, membership shall be as shown on the books of the Association as of a date set by the Board of Directors, which date shall not be more than sixty (60) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association of the sixtieth (60th) consecutive calendar day prior to the date of such notice or of such meeting.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors of no fewer than five (5) and no more than nine (9), all of whom need be Members of the Association. Thereafter, within the above parameters, the number of directors may be fixed from time to time by a majority vote of the Board of Directors.

Section 2. Term of Office. Election to the Board of Directors shall be held at each Annual Meeting of the Members of the Association. Terms of office shall be two years or until a successor is elected or appointed. After being elected by the Members of the Association to two consecutive terms as a director, an individual is not thereafter eligible to be a director for a period of two years, regardless of any gaps in service or failure to complete either term. An individual appointed to fill the vacated position on the Board is eligible to serve two (2) full consecutive terms if elected after serving the appointment.

Section 3. Removal. Any director may be removed from the Board, with or without cause, pursuant to Florida law. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board of directors even though less than a quorum, and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Each year prior to the Annual Meeting of the Members, a sign up process shall be made available for any Member in good standing who wishes to be considered as a candidate for election to the Board of Directors. Each Member who signs up shall be requested to provide additional information on a standard qualification sheet prepared by the Board of Directors. The Board of Directors shall prepare a format of at least one (1) Candidate Forum which shall be held on separate dates (if more than one) and completed at least thirty (30) days prior to the Annual Meeting of the Members.

Section 2. Election. Election to the Board of Directors shall be by Secret Ballot. At least sixty (60) days prior to the Annual Meeting, the Board shall call a special meeting to allow nominations from the floor. Only Members in good standing shall be eligible to vote. Each Member shall be entitled to cast no more than one (1) vote for each vacancy to be filled, and the vacancies shall be filled by the candidates with the greatest number of votes. Cumulative voting is not permitted.

Section 3. Solicitation of Candidates. At least 120 days prior to the annual meeting (and not more than 150 days), the Board shall cause notice to be published soliciting any person interested in being a candidate for the Board to complete a candidate information sheet.

Section 4. Candidate Forum. Not less than thirty (30) days nor more than sixty (60) days prior to the Annual Meeting, at least one "Candidates' Forum" will be held.

Section 5. Printing of Ballots. All candidates who have been duly nominated at least forty-five (45) days prior to the annual meeting will have their names preprinted and listed alphabetically on ballots distributed to Members.

Section 6. Mailing of Ballots. Ballots are to be mailed to members at least fourteen (14) days prior to the annual meeting. Voting may be in person, by mail or by proxy. Voting may be by facsimile transmission of the ballot prior to the annual meeting so long as the original is then mailed and received by the Association in the ordinary course of business.

Section 7. Acclamation. If the number of vacancies for Board positions equals or exceeds the number of candidates, then the Secretary shall cast a vote of acclamation electing all such persons as directors.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such time and place as may be fixed from time to time by a majority of the Board. Notice of such meetings shall be given to each Director, personally or by mail, e-mail, telephone, or electronic communications, at least five (5) days prior to each meeting, but nothing contained herein shall be deemed to disallow any Director's waiver of said notice. Should said meeting fall upon a weekend or legal holiday, then the meeting shall be held at the same time on the next day which is not a weekend or legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the total number of directors in office shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present in person at a duly held meeting at which a quorum is present

shall be regarded as the act of the Board by electronic communications (i.e. web conferencing, conference calls, video teleconferencing).

Section 4. Waiver of Notice. Notwithstanding any provision of these Bylaws as to notice, a director may waive notice of any meeting either before, at or after such meeting. Attendance at a meeting by a director shall also act as waiver of notice thereof.

Section 5. Adjourned Meeting. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 6. Reserve for Future Use.

Section 7. Notice to Member. Notices of all meetings of the Board of Directors shall be posted in a conspicuous place in the HERITAGE PINES community at least forty-eight (48) hours in advance of such meeting, except in an emergency. The notice for any meeting at which an assessment shall be considered must include a statement that assessments will be considered and the nature of the assessments.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. The Board of Directors shall have power to:

(a) adopt, publish, amend, modify and rescind rules and regulations governing the use of the Parcels, Lots, Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend for up to one (1) year, the rights of a member or a member's tenants, guests, or invitees, or both, to use common areas and facilities and to levy reasonable fines, not to exceed $100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed $1,000 in the aggregate, or the maximum permitted under F.S. 720 and to suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days;

(c) exercise for the Association all powers, duties, rights and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) contract with a third party for the maintenance and/or management of the Properties, including the Common Area and other areas as designated by the Board of Directors, and to delegate to a management agent or contractor all powers and duties of the Association, except as are specifically required by the Declaration and/or Bylaws to have the approval of the Board of Directors or the membership of the Association;

(f) authorize the execution of any easement as provided in Article IV of the Articles of Incorporation, or other assignment, conveyance or transfer of property of the Association, real, personal or mixed, except where Members consent or approval is expressly required by the terms of the Declaration, the Articles of Incorporation or these Bylaws; and

(g) perform all obligations, duties and powers conferred in the Articles and/or the Declaration.

(h) appoint the officers of The Board of Directors,

(i) appoint committees and assigned duties, and

(j) remove any officer of the Board of Directors with or without cause as determined by the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) supervise or delegate the supervision of all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot, Unit or Parcel at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by Member or person authorized in writing by a Member, a certificate setting forth whether or not

any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association and procure and maintain adequate insurance sufficient to meet the Association's indemnification obligations to directors, officers, sanctioned volunteers, committee members and others;

(f) cause all officers or employees having fiscal responsibilities to be bonded or adequately insured, as it may deem appropriate;

(g) cause the Common Area, and other land and improvements as designated by the Board of Directors for which the Association is obligated for maintenance by the Declaration, to be maintained; and

(h) perform such other functions and duties as may be provided by the Declaration or the Articles of Incorporation and not expressly reserved to the Members.

ARTICLEVIII

OFFICERS AND THEIR DUTIES

Section 1. Officers. The Officers of this Association shall be a President, Vice President, Secretary and a Treasurer, and such other Officers who the Board may from time to time create by resolution, all of whom must be members of the Association. Officers created by Board resolution will not have voice or vote at Board meetings.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members, and following the removal of or resignation of an Officer from the office from the Board.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Reserved for future use.

Section 5. Resignation and Removal. Any Director may resign at any time by verbal or written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office shall be filled by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held simultaneously by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices.

Section 8. The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all easements, contracts, leases, mortgages, deeds and other written instruments.

(b) Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer is responsible for overseeing the receipt and deposit in appropriate bank accounts all monies of the Association and shall cause the disbursement of such funds as directed by resolution of the Board of Directors; shall cause the signing of all checks and promissory notes of the Association; cause to be kept proper books of account; and shall have an annual budget and a statement of income and expenditures for the previous fiscal year to be presented to the membership at its regular annual meeting, and cause to deliver a copy of each to the Members.

Section 9. Duties Fulfilled by Manager. The Secretary and Treasurer may either or both be assisted in their duties by a manager employed by the Association as authorized by the Declaration. The manager shall have custody of such books of the Association as the Board of Directors determines necessary or appropriate.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. In addition, the Board shall appoint a Dispute Resolution Committee and other committees as deemed appropriate in carrying out the purposes of the Association.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum and impose a late fee. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot or Parcel.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words:

HERITAGE PINES
COMMUNITY ASSOCIATION, INC.
FLORIDA
"NOT FOR PROFIT"
1998

The Association may use the before described seal, a common seal, or any facsimile thereof.

ARTICLE XIII

AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of a quorum present in person or by proxy.

Section 2. Proposed amendments to these Bylaws may be made as follows:

(a) By a majority vote of the Board of Directors &

(b) By a petition presented to the Board of Directors in writing by at least ten percent (10%) of the Members entitled to vote. An amendment shall be effective upon adoption unless otherwise stated in the resolution adopting the amendment.

ARTICLE XIV

MISCELLANEOUS

Section 1. The fiscal year of the Association shall be the calendar year, except that the first fiscal year was on the date of incorporation.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

Section 3. The original Bylaws of Heritage Pines Community Association, Inc., a Florida not-for-profit corporation were adopted at the first meeting of the Board of Directors on the 6th day of February, 1998 and signed by John J. Lukaszewski, Jr., Secretary.

Section 4. Parliamentary Procedure. The rules contained in the current edition of Robert's Rules Newly Revised Edition shall govern this Association in all cases to which they are applicable and not already addressed by Fl. State Statute, the Articles of Incorporation, Declaration of Covenants, these Bylaws and any special rules of order the Association may adopt. The Board of Directors and Committees may use Modified Rules contained in Robert's Rules of Order.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HERITAGE PINES COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on January 27, 1998, as shown by the records of this office.

The document number of this corporation is N98000000480.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-seventh day of January, 1998

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JAN 27 PM 2:00

ARTICLES OF INCORPORATION
OF
HERITAGE PINES COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of the State of Florida, and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I.

NAME

The name of the corporation is HERITAGE PINES COMMUNITY ASSOCIATION, INC., hereafter called the "Association."

ARTICLE II.

ADDRESS

The principal office of the Association is located at 2368 Fairskies Drive, Spring Hill, Florida 34606.

ARTICLE III.

REGISTERED AGENT

Lee Thompson, whose address is 2368 Fairskies Drive, Spring Hill, Florida 34606, is hereby appointed the initial registered agent of this Association.

Agency Accepted:

By: Lee Thompson
Lee Thompson

ARTICLE IV.

PURPOSE AND POWERS OF THE ASSOCIATION

The Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within the property ("Properties") described on Exhibit "A" to that certain Declaration of Covenants, Conditions and Restrictions for HERITAGE PINES, recorded or to be recorded in the Public Records of Pasco County, Florida ("Declaration"), and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance of the Common Area within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. The recording of a Supplement to the Declaration from time to time pursuant to the Declaration for the purpose of adding additional land shall automatically, and without need of amendment to these Articles or approval or consent of the Association or its members, unless otherwise required by the Declaration, bring such additional land within

the jurisdiction of the Association, and such additional land shall be included within the term "Properties." In furtherance of the foregoing purposes, the Association shall have all powers granted to it by common law, Florida statutory law, the Bylaws and the Declaration and shall include, without limitation, the following powers and all powers reasonably necessary to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws and the Declaration, including, without limitation the power to:

1. operate, manage, control and regulate all Association property and the Common Area in accordance with the purpose and intent of the Declaration;

2. fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

3. acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

4. contract with a third party for the maintenance and/or management of the Properties and the Common Area, and to delegate to a management agent or contractor all powers and duties of the Association except as are specifically required by the Declaration and/or Bylaws to have the approval of the Board of Directors of the membership of the Association;

5. borrow money, and with the assent of two-thirds (2/3) of each class of Members, mortgage, pledge, deed in trust, or otherwise hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

6. dedicate, sell or transfer all or any part of the Common Area, including, without limitation, roadways, to any public agency, authority or utility. No such dedication or transfer shall be effective unless an instrument has been signed by a majority of the Board of Directors, agreeing to such dedication, sale or transfer;

7. grant easements as to the Common Area to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations, community development districts, and other public and private utility companies, agencies, and entities;

8. participate in mergers and consolidations with other non-private corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of Members;

9. annex additional real property in accordance with the provisions of the Declaration, with such annexations when completed in accordance with the provisions of the Declaration, extending the jurisdiction, function, duties, and memberships of the Association to the real property thereby annexed;

10. from time to time, adopt, alter, amend and rescind reasonable rules and regulations governing the use of the Common Area, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles;

11. open to the public all or any portion of the Common Area, including, without limitation, the golf course and club house;

12. construct and reconstruct improvements upon the Common Area after casualty and to further improve the Common Area;

13. abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Declaration or any rules and regulations of the Association;

14. pay all taxes and all other assessments which are liens against the Common Area;

15. select depositories for the Association's funds and to determine the manner of receiving, depositing and disbursing those funds in the form check and the person or person by whom the same shall be signed, when not signed by otherwise provided by the Bylaws;

16. purchase insurance of any nature in such amounts or with such companies as the Board of Directors shall deem necessary and appropriate;

17. enter into, make, perform or enforce contracts of every kind and description, and to do all other acts necessary, appropriate or advisable in carrying out any purpose of the Association, with or in association with any other associations, corporations or any entity or agency, public or private; and

18. provide any and all supplemental municipal services as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers, which may now or hereafter be allowed or committed by law; and the powers specified in each of the paragraphs of this Article IV are independent powers, not to be restricted by reference to, or inference from the terms of any other paragraphs or provisions of this Article IV.

ARTICLE V.

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors in such number and elected in such manner as provided by the Bylaws and the Declaration.

The term of office of the Directors shall be established in the Bylaws.

ARTICLE VI.

OFFICERS

The affairs of the Association shall be administered by the officers designated by the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the members of the Board of Directors.

ARTICLE VII.

INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or to which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VIII.

DURATION

The Association shall exist perpetually.

ARTICLE IX.

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the entire membership, provided that the Declarant may amend the Articles as long as Class B membership exists. No amendment to the Articles which affects the rights of Declarant shall be effective without the written consent of Declarant.

ARTICLE X.

INCORPORATOR

The name and address of the incorporator of these Articles is as follows:

Name	Address
U.S. Home Corporation	*2368 Fairskies Drive* *Spring Hill, FL 34606-7256*

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
98 JAN 27 PM 2:00

ARTICLE XI.

DECLARATION

Where necessary, express reference is hereby made to the terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies of conflicting results. In the event of a conflict, the Declaration shall control.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has caused these Articles of Incorporation to be executed this 26TH day of JANUARY, 1998.

U.S. HOME CORPORATION,
a Delaware corporation

By: _____
ROBERT F. FERTIG
Its: Division President

Address: 2368 Fairskies Drive
Spring Hill, FL 34606-7256

STATE OF FLORIDA

COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 26th day of January 1998, by ROBERT F. FERTIG, as Division President of U.S. Home Corporation, a Delaware corporation, on behalf of such corporation. After being first duly sworn, he acknowledged that he executed the foregoing Articles of Incorporation for the purposes therein expressed. He is personally known to me and did not take an oath.

Lorraine M Jensen
Print Name: _____
Notary Public
My Commission Expires:

LORRAINE M. JENSEN
MY COMMISSION # CC 449426
EXPIRES: March 29, 1999
Bonded Thru Notary Public Underwriters

HERITAGE PINES COMMUNITY ASSOCIATION, INC.
RESOLUTION OF THE BOARD OF DIRECTORS
RECORDS REQUEST POLICY

Upon motion duly made by Linda McCann, duly seconded by Patricia Liston, the following Resolution regarding the policy of the Board of Directors was adopted by at least a majority vote of the Board of Directors, on September 27, 2017.

WHEREAS, Chapter 720 of the Florida Statutes allows every Member or Member's authorized representative, as designated in writing, to inspect certain official records and obtain copies, excluding those records that are exempt from production by law; and

WHEREAS, Section 720.303, Florida Statutes, allows the Association to adopt rules regarding the frequency, time, location, notice, records to be inspected, and manner of inspections and copying:

NOW, THEREFORE, it is hereby resolved as follows:

1. Requests to inspect the records of the Association may be made by an owner or their agent, as identified in writing by the owner. Requests shall be limited to ONE (1) request per owner, per month.

2. All requests to inspect the records shall be made in writing, in hard copy, and sent to the Association's General Manager, via regular mail. NO faxed, emailed, electronic, or otherwise submitted requests shall be accepted. The Association has adopted a Records Inspection Request form all members shall use when requesting records. Members are advised to contact the Association Office to obtain the Records Inspection Request form.

3. At the time a request is received by the General Manager, it shall be date-stamped, and that date shall be deemed the date the records were requested.

4. Upon receipt of the request, an authorized representative of the Association will contact the requesting party, in writing, to schedule an appointment to review the records or make alternate arrangements for procurement of the requested records. The requesting party shall be afforded the equivalent of one (1) 8-hour business day per month for inspection at the property management office.

5. Documents shall be produced as they are kept in the ordinary course of business; however, records kept in an electronic format may, in the discretion of the Association or its agent, be printed for inspection by the requesting party. The Association shall not be required to produce any report not kept in the ordinary course of business or alter the format of any record to satisfy a specific request.

6. Copies shall be made at a cost of $.25 per page. The owner shall be charged $20.00 per hour for the cost of personnel to retrieve and/or copy the records, or to monitor the inspection period, if the time spent retrieving, copying and/or monitoring the inspection of the records exceeds one hour. If the records requested to be copied exceed 25 pages in length, the association may have copies made by an outside vendor and may charge the owner the actual cost of copying.

A copy of this Resolution shall become a part of the corporate records of the Association, and shall be kept with the other policy resolutions and supplement the rules and regulations of the Association.

This Resolution shall be signed by the President of **HERITAGE PINES COMMUNITY ASSOCIATION, INC.** and a copy of this Resolution shall be furnished to all owners to be placed with their governing documents.

HERITAGE PINES COMMUNITY

ASSOCIATION, INC.

By: Robert E Lindsay

Board of Directors, President

ATTEST:

Linda McCann

Board of Directors Secretary