

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 N9800000480.

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



CR2EO22 (2-95)

Handwritten signature of Sandra B. Northam in cursive.

Sandra B. Northam
Secretary of State

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

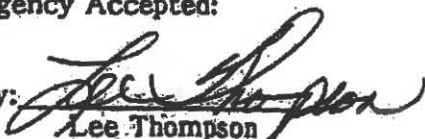
The principal office of the Association is located at 2368 Fairskies Drive, Spring Hill, Florida 34606.

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

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:

<u>Name</u>	<u>Address</u>
<i>U.S. Home Corporation</i>	<i>2368 Fairskies Drive Spring Hill, FL 34606-7256</i>

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

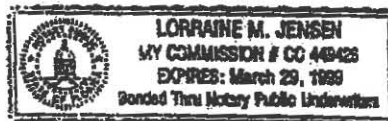
By: [Signature]
ROBERT F. FERTIG
Its: Division President

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.

[Signature]
Print Name:
Notary Public
My Commission Expires:





Rcpt: 1756288 Rec: 18.50
DS: 0.00 IT: 0.00
03/18/2016 K. K., Dpty Clerk

PAULA S O'NEIL, Ph D PASCO CLERK & COMPTROLLER
03/18/2016 10:49am 1 of 2
OR BK 9339 PG 1937

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

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

THIS IS TO CERTIFY, that the Bylaws of 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 26, 2016.

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 9th day of March, 2016.

Two Witnesses as to President
and Secretary:

HERITAGE PINES COMMUNITY
ASSOCIATION, INC.

Dineen M. Robinson
Witness Signature

By: Robert E. McLaugh
Robert E. McLaugh President
Printed Name

Dineen M. Robinson
Witness Printed Name

(Corporate Seal)

Celeste Nolan
Witness Signature

ATTEST:

Celeste Nolan
Witness Printed Name

Thomas J. Taylor
Thomas J. Taylor, Secretary
Printed Name

Dineen M. Robinson
Witness Signature

Dineen M. Robinson
Witness Printed Name

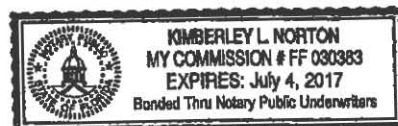
Celeste Nolan
Witness Signature

Celeste Nolan
Witness Printed Name

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 9th day of March, 2016, by Robert E. McLaugh as President, and Thomas J. Taylor, as Secretary, of HERITAGE PINES COMMUNITY ASSOCIATION, INC. They are personally known to me or have produced _____ as identification.

Kimberley L. Norton
NOTARY PUBLIC
MY COMMISSION EXPIRES



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

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

1. Article II, DEFINITIONS, of the By-Laws has been amended to add a new Section 10, with the existing Section 10 renumbered as Section 11 as follows:

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~~10. All other capitalized terms not defined herein shall have the meanings ascribed to them in the Declaration.



Rept: 1681224 Rec: 35.50
DS: 0.00 IT: 0.00
05/08/2015 L. S., Dpty Clerk

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

Re

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
05/08/2015 12:39pm 1 of 4
OR BK 9187 PG 2094

**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 27, 2015.

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 28 day of April, 2015.

Two Witnesses as to President
and Secretary:

HERITAGE PINES COMMUNITY
ASSOCIATION, INC.

Dineen Robinson
Witness Signature

Dineen Robinson
Witness Printed Name

Celeste Nolan
Witness Signature

Celeste Nolan
Witness Printed Name

Dineen Robinson
Witness Signature

Dineen Robinson
Witness Printed Name

Celeste Nolan
Witness Signature

Celeste Nolan
Witness Printed Name

By: Randy J Doolittle
RANDY J DOOLITTLE President
Printed Name

(Corporate Seal)

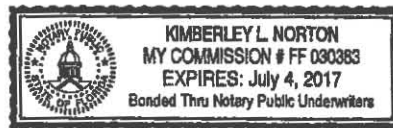
ATTEST:
Baer Cutshaw
BAER CUTSHAW, Secretary
Printed Name



STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 28 day of April, 2015, by Randy J. Doolittle, as President, and Bart Cutshall, as Secretary, of HERITAGE PINES COMMUNITY ASSOCIATION, INC. They are personally known to me or have produced _____ as identification.

Kimberley L. Norton
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES



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 2, Term of Office, of the By-Laws shall be amended to read as follows:

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 in 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 who is appointed to complete the term of a director who for any reason does not complete his term remains eligible, if elected, to serve two full consecutive terms following the expiration of the term of office to which he was appointed.~~ 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.

2. Article V, NOMINATION AND ELECTION OF DIRECTORS, Section 2, Election, of the By-Laws shall be amended to read as follows:

Section 2. Election. Election to the Board of Directors shall be by Secret ~~Written~~ 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.

3. Article VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 1, Powers, Subparagraphs (b), (h), (i) and (j) of the By-Laws shall be amended to read as follows:

(b) ~~The right of the Association to suspend for up to sixty (60) consecutive days~~ 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.

(h) ~~to~~ appoint the officers of the Board of Directors,

EXHIBIT "A"

(i) ~~to~~ appoint committees and assigned duties, and

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

4. Article VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 2, Duties, paragraph (b), of the By-Laws shall be added to read as follows:

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

EXHOBIT "A"

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

RC



Rept: 1417601 Rec: 112.00
DS: 0.00 IT: 0.00
02/24/12 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
02/24/12 09:54am 1 of 13
OR BK 8661 PG 32

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**CERTIFICATE OF AMENDMENT
TO
BYLAWS
OF
HERITAGE PINES COMMUNITY ASSOCIATION, INC.**

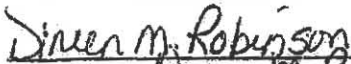
WHEREAS, Article XIII of the Bylaws of Heritage Pines Community Association, Inc., provides that the Bylaws may be amended by a vote of a majority of a quorum present in person or by proxy at any annual or special meeting of the membership.

WHEREAS, we, James G. Givens, as President and Linda McCann, as Secretary of Heritage Pines Community Association, Inc. do hereby certify that by the approval of no less than a majority of a quorum present in person or by proxy at the Annual Meeting of the membership, as held on February 25, 2011, that said vote was sufficient to pass certain amendments to the Bylaws of Heritage Pines Community Association, Inc.

NOW, THEREFORE, pursuant to the aforementioned vote of the membership, the Bylaws of Heritage Pines Community Association, Inc., have been consolidated and are attached to this Certificate of Amendment as Exhibit "A."

Signed, sealed and delivered in
the presence of:


Print name: Terri Lay


Print name: Doreen M. Robinson

HERITAGE PINES COMMUNITY
ASSOCIATION, INC.

By: 
James G. Givens, President

Certificate of Amendment
to Bylaws of Heritage Pines
Community Association, Inc.

OR BK 8661 PG 33
2 of 13

Signed, sealed and delivered in
the presence of:

ATTEST:

Terri Lau
Print name: Terri Lau

By: *Linda McCann*
Linda McCann, Secretary

Dwain M. Robinson
Print name: Dwain M. Robinson

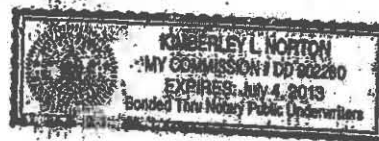
STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instruments was acknowledged before me this 20th day of February, 2012, by James G. Givens and Linda McCann, 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 Bylaws of the Heritage Pines Community Association, Inc. and severally acknowledge the execution thereof to be their free act and indeed 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 20th day of February, 2012.

Kimberley L. Norton
NOTARY PUBLIC, State of Florida

My Commission Expires:



AMENDED AND CONSOLIDATED 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 entities, 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. 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 successor is elected or appointed.

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.

Section 5. Reserved for future use.

Section 6. Reserved for future use.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. 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 fourteen (14) days prior to the Annual Meeting of the Members.

Section 2. Election. Election to the Board of Directors shall be by Secret Written Ballot. In accordance with Florida Statute 720, the names of further candidates may be placed on the ballot by nominations from the floor of the Annual Meeting of the Members. 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. At least 90 days prior to the annual meeting, the Board shall call a special meeting to allow nominations from the floor. Not less than 30 days nor more than 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 35 days prior to the annual meeting will have their names preprinted and listed alphabetically on ballots distributed to Members. A person may be nominated as a candidate from the floor at the annual meeting. Write in spaces will be available on preprinted ballots for nominations from the floor.

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.

Section 8. Inapplicability to Turnover Elections. For purposes of elections taking place upon turnover of control of the Association to Class A members, the time requirements of Sections 1, 2, and 3 shall not apply.

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. Reserved 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. Powers. 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) 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." 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) to appoint the officers of the Board of Directors,

(i) to appoint committees and assigned duties, and

(j) to 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 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.

ARTICLE VIII

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 or resignation of an Officer from the office of 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. Duties. 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 of 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 and 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 or order the Association may adopt. The Board of Directors and Committees may use Modified Rules contained in Robert's Rules of Order.



2013168035

Ropt: 1548402 Rec: 18.50

DS: 0.00 IT: 0.00

09/09/13 eRecording

PALLA S. ONEL Ph.D. PASCO CLERK & COMPTROLLER

09/09/13 10:55 AM 1 of 2

OR BK 8929 FS 1340

This instrument prepared by and RETURN TO:
Jonathan James Damonte, Chartered
12110 Seminole Blvd.
Largo, FL 33778

space above line reserved for recording information

**CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF
HERITAGE PINES COMMUNITY ASSOCIATION, INC.**

I, Linda McCann, as Secretary of Heritage Pines Community Association, Inc., a Florida non-profit corporation (hereinafter referred to as the "Association"), do hereby certify that the Bylaws of the Association originally as recorded on February 13, 1998, at Book 3881, Pages 892 through 901, Public Records of Pasco County, Florida, have been amended as set forth in Exhibit "A" attached hereto by the vote of a majority of the members at a meeting of the membership where a quorum was present in person or by proxy, in accordance with the terms of Article XIII of the said Bylaws.

IN WITNESS WHEREOF, I have executed this Certificate as Secretary of Heritage Pines Community Association, Inc., this 28 day of August, 2013.

Signed, sealed and delivered
in the presence of:

HERITAGE PINES COMMUNITY
ASSOCIATION, INC.

By:

Linda McCann
Linda McCann, Secretary

(SEAL)

Teri Lau
Witness 1 Printed Name: Teri Lau

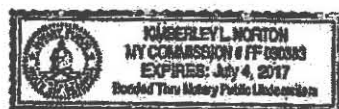
Dineen M. Robinson
Witness 2 Printed Name: Dineen M. Robinson

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 28 day of August, 2013, by Linda McCann, as Secretary of Heritage Pines Community Association, Inc., a Florida non-profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

My Commission Expires:

Kimberly S. Norton
Notary Public
State of _____



Certificate of Amendment of Bylaws
Heritage Pines Village

EXHIBIT A

ARTICLE IV, SECTION 2 of the Bylaws shall be amended as follows (struck out language is deleted text, underlined language is added text):

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 who is appointed to complete the term of a director who for any reason does not complete his term remains eligible, if elected, to serve two full consecutive terms following the expiration of the term of office to which he was appointed.

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 3913
Tampa, FL 33601-3913

RE



Rept: 1452271 Rec: 27.00
DS: 0.00 IT: 0.00
08/03/12 S. Shultz, Dpty Clerk

PAULA S. O'NEIL, PH.D. PASCO. CLERK & COMPTROLLER
08/03/12 12:21 PM 1 of 3
OR BK 8735 PG 2987

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**CERTIFICATE OF AMENDMENT
TO
BYLAWS
OF
HERITAGE PINES COMMUNITY ASSOCIATION, INC.**

WHEREAS, Article XIII of the Bylaws of Heritage Pines Community Association, Inc., provides that the Bylaws may be amended by a vote of a majority of a quorum present in person or by proxy at any annual or special meeting of the membership.

WHEREAS, we, Kevin McCrystal, as President and Linda McCann, as Secretary of Heritage Pines Community Association, Inc. do hereby certify that by the approval of no less than a majority of a quorum present in person or by proxy at the Annual Meeting of the membership, as held on February 29, 2012, that said vote was sufficient to pass certain amendments to the Bylaws of Heritage Pines Community Association, Inc.

NOW, THEREFORE, pursuant to the aforementioned vote of the membership, the Bylaws of Heritage Pines Community Association, Inc., have been amended as follows:

I. Article V, Section 1 of the Bylaws of Heritage Pines Community Association, Inc. is hereby amended to read as follows:

Section 1- Nominations. 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 ~~fourteen~~ (14) thirty (30) days prior to the Annual Meeting of the Members.

II. Article V, Section 2 of the Bylaws of Heritage Pines Community Association, Inc. is hereby amended to read as follows:

Section 2- Election. Election to the Board of Directors shall be by Secret Written Ballot. ~~In accordance with the Florida Statute 720, the names of further candidates may be placed on the ballot by nominations from the floor of the Annual Meeting of the Members.~~ 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.

III. Article V, Section 4 of the Bylaws of Heritage Pines Community Association, Inc. is hereby amended to read as follows:

Section 4. Candidate Forum. ~~At least 90 days prior to the annual meeting, the Board shall call a special meeting to allow nominations from the floor.~~ 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.

IV. Article V, Section 5 of the Bylaws of Heritage Pines Community Association, Inc. is hereby amended to read as follows:

Section 5. Printing of Ballots. All candidates who have been duly nominated at least ~~35~~ forty-five (45) days prior to the annual meeting will have their names preprinted and listed alphabetically on ballots distributed to Members. ~~A person may be nominated as a candidate from the floor at the annual meeting. Write in spaces will be available on preprinted ballots for nominations from the floor.~~

V. Article V, Section 8 of the Bylaws of Heritage Pines Community Association, Inc. is hereby deleted as follows:

~~Section 8. Inapplicability to Turnover Elections. For purposes of elections taking place upon turnover of control of the Association to Class A members, the time requirements of Sections 1, 2, and 3 shall not apply.~~

VI. Article VII, Section 2(b) of the Bylaws of Heritage Pines Community Association, Inc. is hereby deleted as follows:

~~Section 2 (b) Duties. It shall be the duty of the Board of directors to: (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed.~~

CODING: Deleted language is marked with a strikethrough line, and new language is marked with a double-underline.

Certificate of Amendment to Bylaws
of Heritage Pines Community Association, Inc.

OR BK 8735 PG 2989
3 of 3

Signed, sealed and delivered in
the presence of:

[Signature]
Print name: Terri Lau

[Signature]
Print name: Dineen Robinson

HERITAGE PINES COMMUNITY
ASSOCIATION, INC.

By: [Signature]
Kevin McCrystal, President

Signed, sealed and delivered in
the presence of:

[Signature]
Print name: Terri Lau

[Signature]
Print name: Dineen Robinson

ATTEST:

By: [Signature]
Linda McCann, Secretary

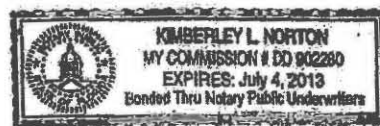
STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by Kevin McCrystal and Linda McCann, 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 Bylaws of the 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 26th day of July, 2012.

[Signature]
NOTARY PUBLIC, State of Florida

My Commission Expires:



98017129

Prepared by and when recorded mail to:

Donna J. Feldman, Esquire
Tew, Zinober, Barnes, Zimmet & Unice
P.O. Box 5124
Clearwater, FL 34618

Rcpt: 215002 Rec: 204.00
DS: 0.00 IT: 0.00
02/13/98 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
02/13/98 04:45pm 1 of 45
OR BK 3881 PG 857

**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, 1998 by U.S. HOME CORPORATION, a Delaware corporation, whose address is 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.

New Port Richey

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 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 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 1. 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 MEMBERSHIP, 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 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.

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, 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.

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. 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 the voting rights and right to use of the Common Area by an Owner for any period during which any assessment levied under this Declaration against his or her Lot or Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its Rules and Regulations subject to satisfaction of the due process requirements set forth in Section 617.305, Florida Statutes;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by the Articles or to any CDD;
- (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; and
- (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.

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 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 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, 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, 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 or owners for the provision of any such utilities to the Properties. 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, 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.

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. 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. 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 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. 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. At least eighty percent (80%) of the occupied Lots shall be occupied by at least one permanent occupant who is 55 years of age or older, and all permanent occupants must be at least 19 years of age or older. A "permanent occupant" shall be defined in these restrictions as a person who occupies a residential

structure on a Lot 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 55 years and who was the spouse of a permanent occupant 55 years of age or older will be allowed to remain as a permanent occupant. 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 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 Lots which shall be permanently occupied by at least one person who is 50 years of age or older; provided that such sales do not conflict with any federal, state or local law. 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 19 years of age.

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.

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 of 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 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 617.301, 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 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 across all Common Area and additions to Common Area for the construction of water, sewer, drainage, water retention 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 in 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.

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the date first above-written.

Signed, sealed and delivered in the presence of:

U.S. HOME CORPORATION, a Delaware corporation

Lee P. Thompson
 Signature of Witness #1
LEE P. THOMPSON
 Typed or printed name of Witness #1
Donna Fischetti
 Signature of Witness #2
DONNA FISCHETTI
 Typed or printed name of Witness #2

By: *[Signature]*
 Robert F. Fertig
 Its: Division President

Joanne S. Chattaway
 Signature of Witness #1
JOANNE S. CHATTAWAY
 Typed or printed name of Witness #1
Michelle Maya
 Signature of Witness #2
MICHELLE MAYA
 Typed or printed name of Witness #2

Attest: *[Signature]*
 John J. Lukaszewski, Jr.
 Its: Division Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 6th day of February 1998, by ROBERT F. FERTIG and JOHN J. LUKASZEWSKI, JR., Division President and Division Secretary, respectively, of U.S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. They are personally known to me and did not take an oath.

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



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" on 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 $S00^{\circ}36'37''W$, 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 $S72^{\circ}46'29''E$, for 54.83 feet; thence $N68^{\circ}18'08''E$, for 82.76 feet; thence $N59^{\circ}08'06''E$, for 57.08 feet; thence $N86^{\circ}18'57''E$, for 283.49 feet; thence $S16^{\circ}54'26''E$, for 86.88 feet; thence $S59^{\circ}21'49''E$, 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 $S25^{\circ}12'04''E$, and having a radius of 150.00 feet, a central angle of $69^{\circ}16'13''$, on arc length of 181.35 feet and a chord bearing $S30^{\circ}09'49''W$, for 170.50 feet to the point of tangency; thence $S04^{\circ}28'17''E$, for 450.24 feet; thence $S26^{\circ}06'44''W$, for 70.73 feet; thence $N89^{\circ}23'23''W$, for 355.58 feet; $N25^{\circ}04'50''W$, for 75.51 feet; thence $N44^{\circ}23'23''W$, for 172.72 feet to the aforesaid West line of Section 5; thence along said West line of Section 5, $N00^{\circ}36'37''E$, for 543.45 feet to the POINT OF BEGINNING and containing 8.81 acres, more or less.

LEGAL DESCRIPTION

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The lands known as HERITAGE PINES VILLAGE S, UNIT 1, 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 Section 5, Township 24 South, Range 17 East, Pasco County, Florida; thence along the West line of said Section 5, S00°36'37"W, for 1591.97 feet; thence leaving said West line, S89°23'23"E, for 920.54 feet to the POINT OF BEGINNING; thence N64°34'13"E, for 107.58 feet; thence S89°44'11"E, for 213.31 feet; thence S85°19'58"E, for 51.99 feet to the point of curvature of a curve concave to the Northwest; thence southeasterly along the arc of said curve, having a radius of 168.20 feet, a central angle of 177° 57'05", an arc length of 522.40 feet and a chord bearing S33°38'35"W, for 336.35 feet to the point of intersection with a non-tangent line; thence S31°17'08"W, for 82.79 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 N05°22'56"E, and having a radius of 772.40 feet, a central angle of 09°05'55", an arc length of 122.88 feet and a chord bearing S89°10'02"E, for 122.53 feet to the point of reverse curvature with a curve concave to the Southwest; thence easterly along the arc of said curve, having a radius of 237.10 feet, a central angle of 70°57'50", an arc length of 283.86 feet and a chord bearing S68°14'04"E, for 75.25 feet to the point of tangency; thence S22°45'08"E, for 55.80 feet; thence S11°07'53"E, for 151.54 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 N16°42'27"W, and having a radius of 1165.00 feet, a central angle of 00°20'46", an arc length of 7.04 feet and a chord bearing N73°07'10"E, for 7.04 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 835.00 feet, a central angle of 08°56'15", an arc length of 130.25 feet and a chord bearing N77°24'54"E, for 130.12 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 477.00 feet, a central angle of 10°58'38", an arc length of 91.38 feet and a chord bearing N78°23'43"E, for 91.24 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 423.00 feet, a central angle of 06° 14'17", an arc length of 48.05 feet and a chord bearing N74°01'34"E, for 46.03 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 1153.50 feet, a central angle of 01°20'35", an arc length of 27.04 feet and a chord bearing N76°28'24"E, for 27.04 feet to the point of intersection with a non-tangent curve concave to the East; thence southerly along the arc of said curve with a radial bearing N74°12'37"E, and having a radius of 1880.00 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 northwesterly along the arc of said curve with a radial bearing S29°54'38"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 N81° 55'48"W, for 14.88 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 1236.90 feet, a central angle of 00°54'56", an arc length of 19.75 feet and a chord bearing S76°41'14"W, for 19.76 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 313.00 feet, a central angle of 12°57'28", an arc length of 70.79 feet and a chord bearing S83°37'26"W, for 70.64 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 537.00 feet, a central angle of 08°12'18", an arc length of 86.27 feet and a chord bearing S85°30'02"W, for 86.18 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°57'06", an arc length of 107.58 feet and a chord bearing S78°55'20"W, for 107.47 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 S74°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 N13°03'05"W, and having a radius of 1235.00 feet, a central angle of 07°23'10", an arc length of 159.20 feet and a chord bearing S80°38'30"W, for 159.09 feet to a point of intersection with a non-tangent line; thence N03°06'30"W, for 80.08 feet to the point of intersection with a non-tangent curve concave to the North; thence easterly along the arc of said curve with radial bearing N08°47'46"W, and 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 N83°58'14"E, for 9.57 feet to the point of compound curvature with a curve concave to the Northwest; thence easterly along the arc of said curve with a radius of 20.00 feet, a central angle of 82°51'13", an arc length of 32.41 feet and a chord bearing N37°18'38"E, for 28.98 feet to the point of tangency; thence N09°06'59"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°15'30"W, for 64.08 feet to the point of reverse curvature with a curve concave to the West; thence northerly along the arc of said curve, having a radius of 286.00 feet, a central angle of 05°28'37", an arc length of 27.42 feet and a chord bearing N00°08'50"W, for 27.41 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 N07°40'23"W, and having a radius of 1058.50 feet, a central angle of 20°17'53", an arc length of 372.28 feet and a chord bearing N87°36'27"W, for 370.35 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 640.50 feet, a central angle of 15°04'26", an arc length of 168.57 feet and a chord bearing N85°04'44"W, for 168.02 feet to the point of intersection with a non-tangent curve concave to the East; thence northerly along the arc of said curve with a radial bearing S80°06'20"E, an arc length of 275.00 feet, a central angle of 13°38'39", an arc length of 85.33 feet and a chord bearing N16°42'00"E, for 64.02 feet to the point of intersection with a non-tangent line; thence S29°40'W, for 118.62 feet; thence N31°17'08"E, for 537.83 feet to the POINT OF BEGINNING and containing 9.28 acres, more or

LEGAL DESCRIPTION

The lands known as HERITAGE PINES VLLAGE 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 2054.55 feet; thence leaving said West line, S89°23'23"E, for 848.18 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 S66°28'40"E, a radius of 275.00 feet, a central angle of 13°36'39", an arc length of 65.33 feet and a chord bearing S18°42'00"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°38'57"E, and having a radius of 840.50 feet, a central angle of 15°04'26", an arc length of 168.51 feet and a chord bearing S85°04'44"E, for 168.02 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 1059.50 feet, a central angle of 20°07'53", an arc length of 372.28 feet and a chord bearing S07°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 288.00 feet, a central angle of 05°29'37", 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°42'57", an arc length of 64.21 feet and a chord bearing S03°15'30"E, for 64.09 feet to the point of tangency; thence S09°06'59"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 S03°06'30"E, for 50.05 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°38'19", an arc length of 328.62 feet and a chord bearing S82°38'20"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 01°05'45", an arc length of 8.89 feet and a chord bearing S52°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 06°04'40", an arc length of 93.88 feet and a chord bearing S58°41'06"W, for 93.83 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 16°25'18", an arc length of 196.33 feet and a chord bearing S63°51'25"W, for 195.66 feet to the point of intersection with a non-tangent line; thence N30°47'33"W, for 10.26 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 intersection with a non-tangent 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 509.25 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 N58°41'06"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 09°30'48", an arc length of

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LEGAL DESCRIPTION

STATE OF FLORIDA

COUNTY OF PASCO

The lands to be known as HERITAGE PINES VILLAGE 26 , 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.



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



CR2EO22 (2-95)

Sandra B. Northam
Secretary of State



2006167316

Rept: 1024798 Rec: 27.00
DS: 0.00 IT: 0.00
08/16/06 Dpty Clerk

Prepared by and return to:
Steven H. Mezer, Esquire
Bush Ross, P.A.
Post Office Box 39 13
Tampa, FL 33601

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JED PITTMAN, PASCO COUNTY CLERK
08/16/06 10:26am 1 of 3
OR BK 7137 PG 1557

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

WHEREAS, HERITAGE PINES VILLAGE is a platted subdivision located in Pasco County, as more particularly described in Plat Book 37, Page 126; and HERITAGE PINES VILLAGE 2, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 36, Page 141; and HERITAGE PINES VILLAGE 3, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 36, Page 18; and HERITAGE PINES VILLAGE 4, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 36, Page 21; and HERITAGE PINES VILLAGE 3 REPLAT, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 36, Page 90; and HERITAGE PINES VILLAGE 5 UNIT 1, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 36, Page 27; and HERITAGE PINES VILLAGE 5 UNIT 2, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 37, Page 122; and HERITAGE PINES VILLAGE 6, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 38, Page 44; and HERITAGE PINES VILLAGE 7, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 39, Page 37; and HERITAGE PINES VILLAGE 8, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 38, Page 122; and HERITAGE PINES VILLAGE 9, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 39, Page 17; and HERITAGE PINES VILLAGE UNITS 1 2 & 3, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 46, Page 66; and HERITAGE PINES VILLAGE 11, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 49, Page 103; and HERITAGE PINES VILLAGE 12, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 50, Page 24; and HERITAGE PINES VILLAGE 13, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 49, Page 123; and HERITAGE PINES VILLAGE 14 UNITS 1 & 2, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 46, Page 70; and HERITAGE PINES VILLAGE 15, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 43, Page 49; and HERITAGE PINES VILLAGE 16, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 42, Page 30; HERITAGE PINES VILLAGE 17, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 40, Page 53; and HERITAGE PINES VILLAGE 18, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 41, Page 5; and HERITAGE PINES VILLAGE 19 UNIT 2 & 3, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 43, Page 61; HERITAGE PINES VILLAGE 19 UNIT 1, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 43, Page 51; and HERITAGE PINES VILLAGE 21 25 & 33, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 59, Page 23; and HERITAGE PINES VILLAGE 22, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 42, Page 8; and HERITAGE PINES VILLAGE 27, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 41, Page 1; HERITAGE PINES VILLAGE 20, UNITS 1 & 2, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 46, Page 14; and HERITAGE PINES VILLAGE 23, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 50, Page 95; and HERITAGE PINES VILLAGE 24, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 44, Page 137; and HERITAGE PINES VILLAGE 26, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 50, Page 63; and HERITAGE PINES VILLAGE 28 UNIT 1, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 46, Page 25; and HERITAGE PINES VILLAGE 28 UNIT 2, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 47, Page 119; and HERITAGE PINES VILLAGE 29, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 49, Page 109; and HERITAGE PINES VILLAGE 30, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 55, Page 84; and HERITAGE PINES VILLAGE 31, is a platted subdivision located in Pasco County, as more particularly described in Plat Book 47, Page 43.

Certificate of Amendment to the Master Declaration
of Covenants, Conditions and Restrictions for Heritage Pines
Page Two

We, E. J. LUDOLPH, as President and BARRY LISTON, as Secretary of Heritage Pines Community Association, Inc. do hereby certify that at by the approval of two-thirds (2./3) votes of each class of Members, voting in person or by proxy at the Annual Members and Special Members Meeting for Turnover from Developer Control as held on January 31, 2006, in accordance with the By-Laws and that said vote was sufficient to pass the amendments as required by said Declaration. Therefore the following amendment to the Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines were duly approved:

Article VIII, Section 1., of the Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines is amended to read as follows:

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.

Article VIII, Section 17., of the Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines is amended to read as follows:

Section 17. Minimum Rental Period. ~~The minimum rental period for any Lot or Parcel or any structure thereon shall be ninety (90) days.~~

CODING: The full text to be amended is stated: New words to be inserted are double-underlined.

Certificate of Amendment to the Master Declaration
of Covenants, Conditions and Restrictions for Heritage Pines
Page Three

HERITAGE PINES COMMUNITY
ASSOCIATION, INC.

E. J. Ludolph
By: E. J. LUDOLPH, President

Barry Liston
By: BARRY LISTON, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instruments was acknowledged before me this 9th day of August, 2006, by E. J. LUDOLPH and BARRY LISTON, 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 Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines and severally acknowledge the execution thereof to be their free act and indeed 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 9th day of August, 2006.

Debra L. Adams
NOTARY PUBLIC, State of Florida

My Commission Expires:



383666.1

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Prepared by and when recorded mail to:
Michael Moctezuma Milo, Esquire
1022 Main St., Ste C
Dunedin, FL 34698



Rept: 964326 Rec: 27.00
DS: 0.00 IT: 0.00
01/30/06 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
01/30/06 10:54am 1 of 3
OR BK 6815 PG 1194

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

DECLARANT, pursuant to the provisions of the MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES recorded in the Public Records of Pasco County, Florida, at BK 3881 PG 857 (the "Declaration"), hereby amends the Declaration effective this date as follows:

- 1. DECLARATION, ARTICLE IV, COVENANT FOR MAINTENANCE ASSESSMENTS, Section 3 shall hereafter read:

"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 property 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."

- 2. DECLARATION, ARTICLE VI, RIGHTS TO COMMON AREA, Section 1(c) shall hereafter read:

"(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)."

- 3. DECLARATION, ARTICLE VI, RIGHTS TO COMMON AREA, Section 1 (h) shall hereafter read:

"(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."

Prepared by and when recorded mail to:
Michael Moctezuma Milo, Esquire
1022 Main St., Ste C
Dunedin, FL 34698

OR BK 6815 PG 1195
2 of 3

4. DECLARATION, ARTICLE VI, RIGHTS TO COMMON AREA, Section 1 shall contain a new section (i) as follows:

"(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."

5. DECLARATION, ARTICLE VIII, USE RESTRICTIONS, Section 11 shall hereafter read:

"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 of on any portions of the Properties it owns and on the Common Area in connection with its development and sale of Lots and Parcels.

6. DECLARATION, ARTICLE VIII, USE RESTRICTIONS, Section 13 shall hereafter read:

"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."

7. DECLARATION, ARTICLE VIII, USE RESTRICTIONS, the first paragraph of Section 14 shall hereafter read:

"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

Prepared by and when recorded mail to:
Michael Moctezuma Millo, Esquire
1022 Main St., Ste C
Dunedin, FL 34698

OR BK 6815 PG 1196
3 of 3

prior written consent of the Board of Directors. All other uses of water retention 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")."

No other amendments are made in said section 14 nor in any portion of the Declaration, all of which shall remain in full force and effect.

IN WITNESS WHEREOF, U.S. HOME CORPORATION, a Delaware corporation, Declarant, has caused this instrument to be duly executed by its authorized officers, and recorded in the Public Records of Pasco County, Florida this 27th day of January 2006.

Signed, sealed and delivered by Declarant:

U.S. HOME CORPORATION,
a Delaware corporation

WITNESSES:

By: Doyle D. Dudley
Doyle D. Dudley,
Vice President

Witness: Dusty Eckholt
DUSTY ECKHOLT

Witness: Savannah Stone
Savannah Stone

STATE OF FLORIDA)
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 27th day of January 2006 by Doyle D. Dudley, to me known to be the Vice President of U.S. HOME CORPORATION, a Delaware corporation, on behalf of the corporation. He is personally known to me and has acknowledged executing the same voluntarily under the authority duly vested in him by said corporation.

Linda Penny
NOTARY PUBLIC
Linda Penny
Printed Name of Notary Public

My Commission Expires:





Rcpt: 544877 Rec: 19.50
 DS: 0.00 IT: 0.00
 11/20/01 Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK
 11/20/01 09:55am I of 4
 OR BK 4778 PG 343

Prepared by and when
 recorded mail to:
 Donna J. Feldman, Esquire
 Zimmet, Unice, Salzman & Feldman, P.A.
 2650 McCormick Drive, Suite 100
 Clearwater, FL 33759

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

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES ("Amendment") is made on
 November 8, 2001, by U.S. HOME CORPORATION, a Delaware corporation, whose address
 is 11509 Hidden Cove Court, New Port Richey, Florida 34655, hereinafter referred to as
 "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Declarant under that certain Master Declaration of
 Covenants, Conditions and Restrictions for Heritage Pines, recorded at Book 3881, Page 857, as
 amended by that certain Amendment recorded at Book 4065, Page 1523, that certain Second
 Amendment recorded at Book 4676, Page 1988, and that certain Third Amendment recorded at
 Book 4756, Page 473, each of the Official Records of Pasco County, Florida (collectively
 referred to as the "Declaration"); and

WHEREAS, Pasco County, Florida, has required that certain changes be made to the
 Declaration to qualify units within the Heritage Pines project for a waiver under Pasco County
 Ordinance No. 01-06 regarding school impact fees; and

WHEREAS, Declarant has the right to amend the Declaration, without the joinder or
 consent of any other parties, pursuant to Article XI, Section 4(c) of the Declaration; and

WHEREAS, Declarant has determined that certain amendments to the Declaration are
 desirable with respect to the development of the Properties.

NOW, THEREFORE, pursuant to Article XI, Section 4(c) of the Declaration, Declarant
 hereby amends the Declaration in the following respects and declares that all of the Properties
 shall be held, sold and conveyed subject to the terms of the Declaration, as amended hereby:

1. Article VIII, Section 15 of the Declaration is hereby amended in its entirety to read as
 follows:

"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 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 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 restrictions.

(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."

2. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Declarant hereby ratifies and reaffirms the same.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first above written.

WITNESSES:

"Declarant"

Laura L. MacNeil
Printed Name: LAURA L. MACNEIL
Grace Forsblom
Printed Name: GRACE FORSBLOM

U.S. HOME CORPORATION,
a Delaware corporation
By: [Signature]
Robert F. Fertig, Division President
11509 Hidden Cove Court
New Port Richey, FL 34655

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Polk

Subscribed and sworn to before me on 11/9, 2001, by Robert F. Fertig, as Division President of U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. They are personally known to me and did not take an oath.

Signature of Person Taking Acknowledgment

(NOTARY SEAL)

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida

Laura L MacNeill

Notarial Serial Number



Laura L MacNeill
MY COMMISSION # DD062814 EXPIRES
October 29, 2005
BONDED THRU TROY FAHN INSURANCE, INC.

2001145845

Rept: 530451 Rec: 24 00
DS 0.00 11. 0 00
10/25/01

RECORDATION PASCO COUNTY CLERK
10/25/01 04 10 AM 1 of 5
OR BK 4756 PG 473

Prepared by and when
recorded mail to:
Donna J. Feldman, Esquire
Zimmet, Unice, Salzman & Feldman, P.A.
2650 McCormick Drive, Suite 100
Clearwater, FL 33759

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

THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES ("Amendment") is made on October 25 2001, by U.S. HOME CORPORATION, a Delaware corporation, whose address is 11509 Hidden Cove Court, New Port Richey, Florida 34655, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS, Declarant is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines, recorded at Book 3881, Page 857, as amended by that certain Amendment recorded at Book 4065, Page 1523, and that certain Second Amendment recorded at Book 4676, Page 1988, each of the Official Records of Pasco County, Florida (collectively referred to as the "Declaration"); and

WHEREAS, Pasco County, Florida, has required that certain changes be made to the Declaration to qualify units within the Heritage Pines project for a waiver under Pasco County Ordinance No. 01-06 regarding school impact fees; and

WHEREAS, Declarant has the right to amend the Declaration, without the joinder or consent of any other parties, pursuant to Article XI, Section 4(c) of the Declaration; and

WHEREAS, Declarant has determined that certain amendments to the Declaration are desirable with respect to the development of the Properties.

NOW, THEREFORE, pursuant to Article XI, Section 4(c) of the Declaration, Declarant hereby amends the Declaration in the following respects and declares that all of the Properties shall be held, sold and conveyed subject to the terms of the Declaration, as amended hereby:

1. Article VIII, Section 15 of the Declaration is hereby amended in its entirety to read as follows:

"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 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) or residential structures to Pasco County and the District School Board of Pasco County for payment(s) of any school impact fees waived pursuant to Pasco County Ordinance No. 01-06 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 restrictions.

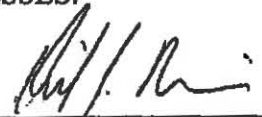
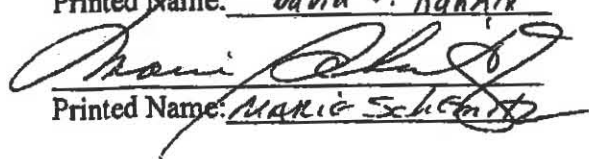
(e) The foregoing restrictions shall survive any expiration of other applicable deed restrictions and shall not be removed or amended without the consent and written agreement of both Pasco County and the District School Board of Pasco County."


2. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Declarant hereby ratifies and reaffirms the same.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first above written.

WITNESSES:

"Declarant"


Printed Name: David F. Rankin

Printed Name: Maria Schmidt

U.S. HOME CORPORATION,
a Delaware corporation
By: 
Robert F. Fertig, Division President
11509 Hidden Cove Court
New Port Richey, FL 34655

(Corporate Seal)



STATE OF FLORIDA
COUNTY OF Pasco

Subscribed and sworn to before me on Oct. 25, 2001, by _____ Robert F. Fertig, as Division President of U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. They are personally known to me and did not take an oath.

Signature of Person Taking Acknowledgment

(NOTARY SEAL)

Name of Acknowledger Typed, Printed or Stamped

Notary Public, State of Florida



Diane Arns

Notarial Serial Number _____



2001101994



Prepared by and when recorded mail to:
Donna J. Feldman, Esquire
Zimmet, Unice, Salzman & Feldman, P.A.
Two Prestige Place
2650 McCormick Drive, Suite 100
Clearwater, FL 33759

Rcpt: 516049 Rec: 15.00
DS: 0.00 IT: 0.00
07/26/01 Dpty Clerk

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

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES ("Amendment") is made on July 26, 2001, 2001 by U.S. HOME CORPORATION, a Delaware Corporation, whose address is 11509 Hidden Cove Court, New Port Richey, Florida 34655, hereinafter referred to as "Declarant".

WITNESSETH:

JED PITTMAN, PASCO COUNTY CLERK
07/26/01 03:41pm 1 of 3
OR BK 4676 PG 1988

WHEREAS, Declarant is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines, recorded in the Official Records of Pasco County, Florida, at Book 3881, Page 857, as amended by Amendment to Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines recorded in Official Records of Pasco County, Florida, at Book 4065, Page 1523 (collectively referred to as "Declaration"); and

WHEREAS, Declarant has the right to amend the Declaration, without the joinder or consent of any other parties, pursuant to Article XI, Section 4(c) of the Declaration; and

WHEREAS, Declarant has determined that certain amendments to the Declaration are desirable with respect to the development, operation and maintenance of the Properties.

NOW, THEREFORE, pursuant to Article XI, Section 4(c), of the Declaration, Declarant hereby amends the Declaration in the following respects and declares that all of the Properties shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

1. Article VIII, Section 15 is hereby amended in its entirety to read as follows:

"Section 15. Age Restriction.

At least eighty percent (80%) of the occupied Lots shall be occupied by at least one permanent occupant who is 55 years of age or older, and all permanent occupants must be at least 22 years of age or older. A "permanent occupant" shall be defined in these restrictions as a person who occupies a residential structure on a Lot 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 55 years and who was the spouse of a permanent occupant 55 years of age or older will be allowed to remain as a permanent occupant. No Owner who is a Class A Member may rent or sell a residential structure unless as least one person who will occupy the residential structure is a permanent occupant 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 Lots which shall be permanently occupied by at least one person who is 50 years of age or older; provided that such sales do not conflict with any federal, state or local law. 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 22 years of age. Further, notwithstanding the first sentence of this Section 15 to the contrary, as to any Lot occupied as of July 27, 2001, one permanent occupant must be 55 years of age or older, and all permanent occupants must be at least 19 years of age or older, until such time as the then-current Owner of such Lot sells such Lot. From and after such sale, such Lot and all Owners and occupants thereof shall be subject to the terms of the first sentence of this Section 15 requiring that all permanent occupants be at least 22 years of age or older."

2. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Declarant hereby ratifies and reaffirms the same.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first above written.


WITNESSES:

"Declarant"


Printed Name: CINDY RYAN

U.S. HOME CORPORATION,
a Delaware corporation


Printed Name: DIANE ARNS

By: 
Robert F. Fertig, Division President
11509 Hidden Cove Court
New Port Richey, FL 34655

(Corporate Seal)

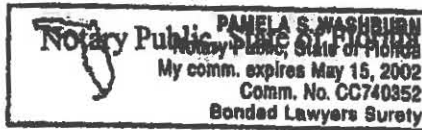
STATE OF FLORIDA
COUNTY OF HUSCO

Subscribed and sworn to before me on July 26th, 2001, by _____ Robert F. Fertig, as Division President of U. S. HOME CORPORATION, a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation. They are personally known to me and did not take an oath.

Pamela S. Washburn
Signature of Person Taking Acknowledgment

Pamela S. Washburn
Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)



Notarial Serial Number

98156320

Prepared by:
Donna J. Feldman, Esquire
Tew, Zinober, Barnes, Zimmet & Unice
P.O. Box 5124
Clearwater, FL 33758-5124

Rcpt: 292081 Rec: 24.00
DS: 0.00 IT: 0.00
12/23/98 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
12/23/98 04:07pm 1 of 5
DR BK 4065 PG 1523

When recorded mail to:

John Mills
U.S. Home Corporation
2368 Fairskies Drive
Spring Hill, FL 34606-7526

R

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

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE PINES ("Amendment") is made on *December 3* 1998, by U.S. HOME CORPORATION, a Delaware corporation, whose address is 2368 Fairskies Drive, Spring Hill, Florida 34606-7526, (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions for Heritage Pines, recorded in Official Records Book 3881, Page 857, of the public records of Pasco County, Florida ("Declaration"), with respect to certain real property described therein (the "Properties");

WHEREAS, pursuant to Article XI, Section 4 of the Declaration, Declarant has the right to amend the Declaration without the joinder or consent of any other parties; and

WHEREAS, Declarant has determined that certain amendments to the Declaration are desirable with respect to the development, operation and maintenance of the Properties.

NOW, THEREFORE, Declarant hereby amends the Declaration in the following respects and declares that all of the Properties shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby:

- 1. Article I, Section 6 is hereby deleted in its entirety and replaced with the following:

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.

- 2. Article IV, Section 2 is hereby amended by deleting the second sentence thereof and replacing it with the following:

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 cost of repair, replacement and additions thereto; 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.

3. Article IV is hereby amended by adding new Section 14 as follows:

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.

4. Article V, Section 1 is hereby amended by adding the following to the end of the fourth sentence thereof:

. . . ; 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.

5. Article VI, Section 1(d) is hereby deleted in its entirety and replaced with the following:

(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; . . .

6. Article VII, Sections 2, 3 and 4 are hereby deleted in their entirety and replaced with the following:

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 within the Development.

7. Article VIII is hereby amended by adding Section 17 thereto as follows:

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 afforded 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.

8. Article X, Section 7 is hereby deleted in its entirety and replaced with the following:

Section 7. Assessment Obligation of Owners Other than Declarant as to Additions to the Properties. Any Lots or Parcels within land added to the Properties which are owned by owners other than Declarant, or its assignee 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.

9. Article XI, Section 5 is hereby amended by inserting the phrase "or Common Area" after the word "Parcels" in the sixth line thereof.

10. Article XI, Section 7(a) is hereby deleted in its entirety and replaced with the following:

(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 Areas; and for the conduct of all construction, sales and marketing activities deemed necessary or desirable by the Declarant.

11. Except as expressly modified, amended and supplemented hereby, the Declaration shall remain in full force and effect, and the Declarant hereby ratifies and reaffirms the same. All capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to them in the Declaration

IN WITNESS WHEREOF, Declarant has made and executed this Amendment as of the date first above written.

WITNESSES AS TO BOTH SIGNATORIES:

U.S. HOME CORPORATION,
a Delaware corporation

[Signature]
Signature of Witness #1
John P. Mills
Typed/Printed Name of Witness #1
[Signature]
Signature of Witness #2
AMY K. STIER
Typed/Printed Name of Witness #2

By: [Signature]
Robert F. Fertig
Its: Division President

Attest:
By: [Signature]
Lee R. Thompson
Its: Assistant Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 23 day of Dec, 1998, by ROBERT F. FERTIG and LEE R. THOMPSON, President and Assistant Secretary, respectively, of U.S. HOME CORPORATION, a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation. They are personally known to me and did not take an oath.

[Signature]
Print Name: Lori Anne Comeau
Notary Public
My Commission Expires: _____

