R
11345 Robert Trent Jones Parkway.
Trinity, Fl. 34655

2011042193

CERTIFICATE OF RECORDING AMENDED AND RESTATED BY-LAWS OF HERITAGE SPRINGS COMMUNITY ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached By-Laws of Heritage Springs Community Association, Inc., as recorded in the Official Records Book 3985, Page 163, Public Records of Pasco County, Florida; were duly amended in the manner provided in the Governing Documents at a meeting held February 24, 2011.

IN WITNESS WHEREOF, we have affixed our hands this 15th day of March, 2011, at Trinity, Pasco County, Florida.

WITNESSES

Sign Jennifer Hunt

Print Jennifer Hunt

Sign

Print Jeffrey R. D'Amours

Heritage Springs Community Association, Inc.

By:
President

Rcpt:1357371 Rec: 112.00
DS: 0.00 IT: 0.00
03/21/11 S. Shultz, Dpty Clerk

PAULA S.O'NEIL,Ph.D.PASCO CLERK & COMPTROLLER
03/21/11 10:59am 1 of 13
OR BK 8527 PG 907

STATE OF FLORIDA)
) SS
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 15 day of March, 2011, by James Levero, as President of Heritage Springs Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced NA as identification.

NOTARY PUBLIC:

SIGN

PRINT Jeffry R D'Amours

State of Florida at Large

My Commission Expires:

JEFFREY R. D'AMOURS
Notary Public - State of Florida
My Comm. Expires Mar 9, 2013
Commission # DD 867763
Bonded Through National Notary Assn.

AMENDED AND RESTATED BYLAWS
OF
HERITAGE SPRINGS COMMUNITY ASSOCIATION, INC.

PREAMBLE

It is the intent of the Amended and Restated Bylaws to promote the comfort and mutual enjoyment of ownership and residency in the Heritage Springs community. These Amended and Restated Bylaws are issued pursuant to the provisions of Florida Statutes, the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs the Declaration; and the Association's Articles of Incorporation. To the extent not prohibited by law, they shall be interpreted, construed, and applied so as to avoid inconsistencies and results that conflict with any of these authorities. These Amended and Restated Bylaws amend and supersede the original Bylaws recorded at Official Records Book 3985, Page 163 of the Pasco County Public Records.

ARTICLE I

NAME AND LOCATION

The name of the corporation is HERITAGE SPRINGS COMMUNITY ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 11345 Robert Trent Jones Parkway, Trinity, Florida 34655, but meetings of Members and directors may be held at such places within the State of Florida, County of Pasco, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

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

<u>Section 2</u>. "*Common Area*" shall mean all property (including the improvements thereto) now or hereafter owned or controlled by the Association for the common use and enjoyment of Owners, and not otherwise comprising Lots or Parcels, including the clubhouse and other facilities and amenities; provided, however, that the Common Area may be made subject to easements and other interests granted in favor of third parties including any CDD established with respect to the Properties.

<u>Section 3.</u> "*Declaration*" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for HERITAGE SPRINGS applicable to the Properties and recorded at Official Records Book 3985, Page 124 of the Public Records of Pasco County, Florida as amended from time to time.

Section 4. "Manager" shall mean a property manager or management agent acting on behalf of the Association.

Section 5. *"Members"* shall mean and refer to those persons or entities entitled to membership in the Association as provided in the Declaration.

Section 6. *"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 part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 7. *"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 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 SPRINGS, 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 terms not defined herein, but which are defined in the Declaration, shall have the meanings ascribed to them in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meetings of the Members shall be held during the month of February or March of each year at such times, dates, and places as the Board of Directors may determine.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors. Members who are entitled to vote can also call for a Special Meeting by submitting a written request signed by one fourth (1/4) of the Members 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 person or entity 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 all meetings, except where a greater amount of notice is specifically required by the Declaration, shall be given at least fourteen (14) days in advance to each Member, either by the means specified in subsection (a) or by electronic means including facsimile, email or other such means to Members who have assented to notice by those means.

(b) Delivery of notice pursuant to subsection (a) 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 or Manager in writing, by certified mail, that notice be given to a specific co-owner and has furnished the Secretary or Manager with the address to which such notice may be delivered.

Section 4. Quorum. The presence at the meeting of Members, in person or by proxy, of thirty percent (30%) of the total votes entitled to be cast by the Members shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the majority of the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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 or Manager. Every proxy shall be revocable and 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 the 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; provided, however, that with regard to any Lots or Parcels owned by U.S. Home Corporation such certificate is sufficient if signed by any division president or division vice president thereof.

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 notice 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 the date of the meeting.

Section 10. Action by Written Consent. The Members may take any action by written consent, which is otherwise authorized to be taken by the Members' vote at a meeting, provided that such written consents are signed by the same number of Members who are entitled to vote, and who would be required to approve of the action at a meeting. Any time or other limitations on the use of written consents which are contained in the applicable Florida Statutes must also be complied with.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board composed of seven (7) directors all of whom must be Members of the Association.

Section 2. Term of Office. The directors elected at each annual meeting shall be elected for a term of two (2) years on a staggered basis. Four (4) directors will be elected at the annual meeting in 2010 and three (3) directors in the following year, as the terms of the current directors expire. A director shall continue in office until his term expires or his successor has been elected and qualified, unless he dies, resigns, or is removed or otherwise disqualified to serve. In the event a director resigns, such director may not be appointed to any vacant seat for one (1) year from the time of the resignation. After serving any two (2) consecutive terms of two (2) years each, a director must wait one year before standing for election or being eligible for appointment to the unexpired term of a director.

Section 3. Removal or Other Termination of Term. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. 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, and 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.

<u>Section 5</u>. <u>Action Taken without a Meeting</u>. In an emergency, the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nominations. Nominations for election to the Board of Directors shall be made by a Notice of Intent to run for the Board which is submitted by any interested candidates. A letter shall be sent to all Members at least forty five (45) days prior to the election, with a Notice of Intent form giving them fourteen (14) days within which to nominate themselves or another eligible person (subject to acceptance of such nomination). Nominations shall also be taken from the floor at the Annual Meeting.

Section 2. Information Sheets. Upon the request of a candidate who is nominated, the Association shall also include in the mailing of ballots to Owners an information sheet, no larger than 8 1/2" X 11", with wording on only one side of the page, setting forth any information that the candidate wishes to convey to the membership. This information sheet must be furnished to the Association at least fourteen (14) days prior to the date that the Association sends out the written ballots to the membership. The Association will have no liability or responsibility with regard to the contents of any information sheets prepared by the candidates.

Section 3. Ballots. All elections to the Board of Directors shall be made on a ballot, which is to be completed by the eligible voter, or alternatively the eligible voter may provide a proxy to another Member for purposes of voting at the Annual Meeting. In order to be valid, the ballot must be completed by an authorized voting Member or his proxy holder, the ballot shall be placed in an inner ballot envelope and then the inner envelope shall be placed in an outer envelope which must have the address and signature of the authorized voter on the exterior of the envelope, in order to preserve the secrecy of the ballot. The outer envelopes shall be verified and opened at the Annual Meeting and the ballots contained in the inner envelopes shall then be handled so as to preserve secrecy of the election process. The ballot shall (a) describe the vacancies to be filled; (b) set forth the names of those persons who have submitted a Notice of Intent for such vacancies; and (c) contain space for write-in candidates (subject to these persons being nominated from the floor at the Annual Meeting); and be mailed to the Members at least fourteen (14) days in advance of the date of the Annual Meeting or election.

Section 4. Casting Votes. Following the closing of any nomination from the floor, Members shall have the opportunity to take back a previously submitted outer envelope containing a ballot, and change their vote, until such time as a motion to close the balloting is adopted by the Members represented at the meeting. At the election of directors by Members, the Members or their proxies may cast the votes to which they are entitled under the Declaration with respect to each vacancy. All votes will be cast by secret ballot. The candidates receiving the largest number of votes are thereby elected.

Section 5. If there are fewer candidates than vacancies to be filled, the candidates who have been nominated shall be automatically elected to fill the vacancies, and the remaining vacancies shall be filled by appointment by the Board, including the new Board members who have automatically assumed a position on the Board.

Section 6. Ties. In the event of a tie vote, a runoff election shall be held with fourteen (14) days notice to the Members, pursuant to a written ballot which is to be submitted at or prior to the special membership meeting to be held for this purpose.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually, at such time and place as may be fixed from time to time by a majority of the Board. Notice of any meeting shall be given to each director personally or by mail, telephone, facsimile, email, or other electronic means, at least three 48 (forty eight) hours prior to each meeting, or at least five (5) days prior to such meeting if provided by mail, but nothing contained herein shall be deemed to disallow any director's waiver of said notice.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the Board of with the same notice as provided for in Section 1 to be given prior to each meeting.

Section 3. Quorum. A majority of the total number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Nothing herein shall limit any right established by law for a director to attend meetings of the Board by conference telephone call.

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 a 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 until later that calendar day when a quorum is present.

Section 6. Notice to Members. Notices of all meetings of the Board of Directors shall be posted in a conspicuous place in the HERITAGE SPRINGS community at least 48 (forty-eight) hours in advance of such meeting, except in an emergency. The notice for any meeting at which an assessment is to be considered must include a statement that assessments will be considered and the nature of the assessments and must comply with additional notice requirements set forth in the Declaration and the Florida Statutes.

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 its rules and regulations governing the use of the Lots, Parcels, Common Areas, and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to receive services and privileges which are provided for the benefit of the Members, including use of the Common Area, including all recreational facilities, of a Member during any period in which such Members shall be in default in the payment of any assessment levied by the Association, in accordance with policies adopted by the Board from time to time. Such rights may also be suspended after notice and an opportunity for a hearing, for violations of the Rules and Regulations or any restrictions contained in the Declaration provided that the term of any suspension will not exceed applicable Florida Statutes;

(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, without justification which is acceptable to the Board;

(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 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, of other assignment, conveyance, or transfer of property of the Association, real, personal or mixed, except where the 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.

<u>Section 2</u>. <u>Duties</u>. It shall be the duty of the Board of Directors:

(a) to cause to be kept a complete record or 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 a statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(b) to 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:

(1) to 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) to send written notice in advance of each annual assessment period;

(3) to take such action as deemed appropriate by the Board to foreclose the lien against any property for which any assessment is not paid within thirty (30) days after due date or to bring an action at law against the Owner (s) personally obligated to pay the same;

(d) to issue, or to cause an appropriate officer to issue, upon demand by any person, 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) to procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

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

(h) to 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. Enumeration of Offices. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers must be Members of the Association.

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.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one year unless he or she resigns, is removed, or otherwise becomes disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving 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 may be filled by appointment by the Board.

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 created pursuant to Section 4 of this Article.

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; and otherwise have the powers generally associated with the President of a homeowners' association, except as limited by the governing documents or the Board of Directors.

(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 fix 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 may be required of him by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and 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. The manager shall have custody of such books and other official records 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 of Directors shall appoint other committees it deems appropriate in carrying out its purpose.

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, in accordance with the Florida Statutes and reasonable rules adopted by the Association. 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 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 received within fifteen (15) days after the due date, a late fee shall be imposed in such amount as is established by the Board, subject to any limitations in the Florida Statutes. If not received within thirty (30) days, interest at eighteen percent (18%) per annum shall also be charged, beginning from the date such payment was due. The Association may bring an action at law against the Owner personally obligated to pay the same and/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 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 SPRINGS
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. 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 Declarations and these Bylaws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

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

The foregoing was adopted as the Amended and Restated Bylaws of the HERITAGE SPRINGS COMMUNITY ASSOCIATION, INC., A Florida Not-For-Profit Corporation, at a meeting of the Members on the 24th day of February 2011.

HERITAGE SPRINGS COMMUNITY ASSOCIATION, INC.,

A Florida Not-For-Profit Corporation.