

**MASTER DECLARATIONS
OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
FOR
HERITAGE SPRINGS**



Prepared By and Return To:
Anne M. Hathorn, Esq.
Anne Hathorn Legal Services, LLC
150 2nd Ave. N., Suite 1270
St. Petersburg, FL 33701

Rept: 1986356 Rec: 35.50
DS: 0.00 IT: 0.00
08/29/2018 L. K., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
08/29/2018 04:58pm 1 of 4
OR BK 9780 PG 2069

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

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs (the "Declaration"), originally recorded in Official Records Book 3985, Page 124, et seq., of the Public Records of Pasco County, Florida, was duly adopted in the manner provided in the Governing Documents, by owner vote at a meeting held on February 20, 2018. recessed and reconvened on March 26, 2018.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of August, 2018, in Pasco County, Florida.

WITNESSES:

HERITAGE SPRINGS
COMMUNITY ASSOCIATION, INC.

Jeff D'Amours
Printed Name: JEFF DAMOURS

By: William Clouden
Signature

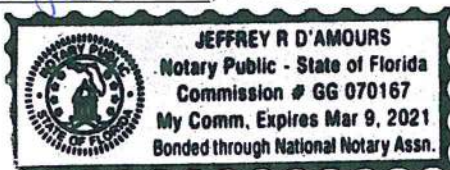
Jennifer Hunt
Printed Name: Jennifer Hunt

WILLIAM CLOUDEN PRESIDENT
Printed Name and Title

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 27 day of August, 2018, by William Clouden, as PRESIDENT on behalf of Heritage Springs Community Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me X or has produced NA as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 27 day of August, 2018.



Jeffrey R. D'Amours
Notary Public, State of Florida at Large
Printed Name: JEFFREY R DAMOURS

My Commission Expires: _____

RECEIVED
JUN 26 2018

Ron Oakley, District 1
Mike Moore, District 2
Kathryn Starkey, District 3
Mike Wells, District 4
Jack Mariano, District 5

June 19, 2018

Jeff D'Amours, LCAM
General Manager and Registered Agent
Heritage Springs Community
11345 Robert Trent Jones Pkwy.
Trinity, Florida 34655

Dear Mr. D'Amours:

The Pasco County Board of County Commissioners has considered the amendment of the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs, attached hereto, and has determined that the proposed amendment will not affect the validity of the school impact fee waiver as it will have no effect on the prohibition of the permanent residency by individuals under the age of 22. Further, the reduction in mobility fees that Heritage Springs has received as housing for older persons would also not be affected by the amendment. Therefore, the Board, on June 19, 2018, consented to the amendment of the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs as proposed.

Sincerely,


Mike Wells
Chairman

MW/EB/LR

BOARD OF COUNTY COMMISSIONERS



Pasco County Schools

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

August 13, 2018

OR BK **9780** PG **2071**
3 of 4

Heritage Springs Community
11345 Robert Trent Jones Pkwy.
Trinity, Florida 34655

Dear Heritage Springs Board of Directors,

Please accept this correspondence as confirmation that the District School Board of Pasco County met on June 5, 2018 and it consented to the request by Heritage Springs Community to make the proposed amendment to article IX, Section 15(a) of the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs.

Sincerely,



Kurt S. Browning
Superintendent of Schools

**PROPOSED AMENDMENT TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HERITAGE SPRINGS**

Proposed amendment to ARTICLE IX, Section 15(a) of the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs, to read as follows:

**ARTICLE IX
USE RESTRICTIONS**

...

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, except that, in accordance with subsection (i) above, no more than twenty percent (20%) of the occupied units may, but shall not be required to, be occupied by (A) at least one permanent occupant who is fifty (50) years of age or older, and/or (B) surviving or divorced spouses who are permanent occupants under the age of fifty-five (55) years old, as set forth in subsection (i) above. The Board shall have the right to require prior age verification from all prospective occupants. The Board shall have the right to adopt policies and procedures, including requiring prior notification of all leases and sales, to ensure that at least eighty percent (80%) of the occupied units are occupied by at least one permanent occupant who is fifty-five (55) years of age or older. ~~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.~~

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKE-THROUGHS; UNAFFECTED TEXT INDICATED BY "..."



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 JS: 0.00 IT: 0.00
 02/27/2018 C. F., Dpty Clerk

AULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
 02/27/2018 03:13pm 1 of 2
 OR BK 9684 PG 2174

Prepared By and Return To:
 Anne M. Hathorn, Esq.
 Anne Hathorn Legal Services, LLC
 150 2nd Ave. N., Suite 1270
 St. Petersburg, FL 33701

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

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendment to the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs (the "Declaration"), originally recorded in Official Records Book 3985, Page 124, et seq., of the Public Records of Pasco County, Florida, was duly adopted in the manner provided in the Governing Documents, by owner vote at a meeting held on February 20, 2018.

IN WITNESS WHEREOF, we have affixed our hands this 27 day of February, 2018, in Pasco County, Florida.

WITNESSES:

HERITAGE SPRINGS
 COMMUNITY ASSOCIATION, INC.

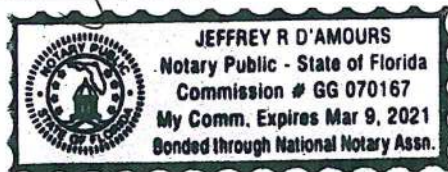
Jennifer Hunt
 Printed Name: Jennifer Hunt
Dawn Meguin
 Printed Name: Dawn Meguin

By: William Clouden
 Signature
William Clouden, HSCA BOD
 Printed Name and Title President

STATE OF FLORIDA
 COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 27 day of February, 2018, by William Clouden, as President on behalf of Heritage Springs Community Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me X or has produced NA as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 27 day of February, 2018.



[Signature]
 Notary Public
 Printed Name: _____

My Commission Expires: _____

**ADOPTED AMENDMENT TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR HERITAGE SPRINGS**

Adopted amendment to ARTICLE IV of the Master Declaration of Covenants, Conditions and Restrictions for Heritage Springs, to add a new Section 15, to read as follows:

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

...
Section 15. Working Capital Contribution. Each Owner covenants and agrees to pay to the Association a Resale Working Capital Contribution due at the time of conveyance or other transfer of title of a Lot/Parcel, unless exempted herein. The Working Capital Contribution shall be due at the time of closing of transfer of title and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due. It shall be the obligation of the new Owner of a Lot/Parcel (the transferee named in the deed, or other acquirer of title) to pay the Working Capital Contribution to the Association. This Working Capital Contribution shall be effective for any transfer of title occurring on or after the date of recording of this provision in the Public Records of Pasco County, Florida. The Working Capital Contribution shall be \$900.00 per transaction or title transfer. The Working Capital Contribution can be decreased or increased by a majority vote of the Board of Directors, not to exceed 3% per Annum. Such funds shall be allocated to either the Association's capital reserve, or deferred maintenance reserve, accounts, as the Board determines from time to time. Notwithstanding the foregoing, no Working Capital Contribution shall be due in situations involving:

(a) a transfer to, purchase by, or other acquisition of title (including through foreclosure or deed in lieu of foreclosure) by a mortgagee or lienholder that acquires its title as the result of holding a mortgage or lien upon the Lot/Parcel concerned, regardless of whether the title is acquired by deed in lieu of foreclosure or through foreclosure proceedings; or

(b) inter-familial or similar transfers for tax or estate planning reasons when such transfers do not, in the sole discretion of the Board, result in a change in occupancy or beneficial ownership, including but not limited to, a Member's conveyance of a Lot/Parcel to a trust of which the Member is a settlor or beneficiary.

(c) an existing member of the community acquiring another lot/parcel for their own occupancy.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING.

Prepared by:

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



98095588

Rcpt: 259722 Rec: 222.00
DS: 0.00 IT: 0.00
08/07/98 Dpty Clerk
JED PITTMAN, PASCO COUNTY CLERK
08/07/98 03:28pm 1 of 49
OR BK 3985 PG 124

When recorded mail to:

Lee Thompson
U.S. Home Corporation
2368 Fairskies Drive
Spring Hill, FL 34606

MASTER DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
HERITAGE SPRINGS

THIS MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE SPRINGS ("Declaration") is made on APRIL 29, 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;

WHEREAS, Declarant desires to create a residential community known as HERITAGE SPRINGS 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"); and

WHEREAS, the Properties are included within the Trinity Communities Development of Regional Impact ("Trinity Communities") established by the Development of Regional Impact Order approved by the Pasco County Commission as Resolution No. 90-56, dated December 19, 1989, and recorded in Official Records Book 1879, Page 1425, of the Public Records of Pasco County, Florida, as now or hereafter amended, modified and supplemented ("Development Order").

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 SPRINGS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

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

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

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

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

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

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

Section 9. "*Development Order*" shall have the meaning ascribed to it in the Recitals hereof.

Section 10. "*General Land Plan*" shall mean the general plan of development as described in Article XI, Section 1(b) of this Declaration, including any amendments or modifications thereto.

Section 11. "*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 12. "*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 13. "*Members*" shall mean and refer to those persons or entities entitled to membership in the Association as provided in the Declaration.

Section 14. "*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 15. "*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 16. "*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 17. "*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.

Section 18. "*Trinity Association*" shall mean and refer to the Trinity Communities Master Association, Inc., a Florida not-for-profit corporation.

Section 19. "*Trinity Communities*" shall have the meaning ascribed to it in the Recitals hereof.

Section 20. "*Trinity Declaration*" shall mean that certain Declaration of Covenants, Conditions and Restrictions for Trinity Communities recorded in Official Records Book 3158, Page 870, in the Official Records of Pasco County, Florida, as amended by that certain First Amendment recorded in Official Records Book 3246, Page 392, that certain Second Amendment recorded in Official Records Book 3413, Page 59, that certain Third Amendment recorded in Official Records Book 3653, Page 633, Certificate of Amendment recorded in Official Records Book 3779, Page 1758, and that certain Fourth Amendment recorded in Official Records Book 3884, Page 148, and as hereafter amended and supplemented.

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 XI 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 X 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 SPRINGS 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 SPRINGS' 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 development with a non-Villa Product Type shall be entitled to four (4) votes per acre. The Owner of a Class A Parcel designated on the General Land Plan for development with a Villa Product Type 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 development with a non-Villa Product Type. The Declarant shall be entitled to seventy-two (72) votes per acre for each Class B Parcel designated on the General Land Plan for development with a Villa Product Type.

(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 XI 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 VII, 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 XI hereof, such additional land shall automatically be and become Class B Lots or Parcels, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots and Parcels then owned by the Declarant (calculated as if all such Lots or Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (excluding the Declarant), then any Class A Lots and Parcels owned by the Declarant shall automatically be reconverted to Class B, and Turnover shall not have occurred.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, 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 development with a non-Villa Product Type 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 development with a Villa Product Type shall be assessed at a rate per acre equal to three hundred percent (300%) of the sum assessed for a Class A Lot.

Section 6. Declarant's Assessment. Notwithstanding any provision of this Declaration or the Articles or Bylaws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual assessment or special assessment for any Lot or Parcel which it may own, provided the Declarant shall be responsible for paying the difference between the Association's operating expenses, excluding management fees owed or paid to Declarant, and the sum of the revenues of the Association from all sources. "All sources" includes but is not limited to revenues from the operation of the golf course, the operation of other Common Area, capital contributions, accounting service fees, property management fees received, guest fees, user fees, and the annual assessments levied against the owners of Class A Lots or Parcels, other than the Declarant. Such difference, herein called the "deficiency," shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments, and Declarant shall not be responsible, in any event, for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. The Declarant may at any time give written notice to the Association, thereby terminating effective as of the last day of December of such year its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot or Parcel owned by the Declarant that has a completed structure with a Certificate of Occupancy, shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Lots or Parcels owned by Class A Members other than the Declarant.

Such assessment shall be prorated as to the remaining months of the year, if applicable. Declarant shall be assessed only for Lots and Parcels that are encumbered by this Declaration. Upon transfer of title of a Lot or Parcel owned by the Declarant, the Lot or Parcel shall be assessed in the amount established for Lots or Parcels owned by Owners other than the Declarant,

prorated as of and commencing with the date of transfer of title. Notwithstanding the foregoing, any Lots or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots or Parcels owned by Owners other than the Declarant, prorated as of and commencing with the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

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

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

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

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

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

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

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

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

ARTICLE V TRINITY ASSOCIATION, ASSESSMENTS AND RESTRICTIONS

Section 1. Membership. Pursuant to the Fourth Amendment to the Trinity Declaration, the Association shall have membership in the Trinity Association pursuant to the terms and conditions of the Trinity Declaration. No Owner within Heritage Springs shall have membership within the Trinity Association, but all Owners shall be represented in the Trinity Association by the Association. The Association shall be subject to the Articles of Incorporation and the Bylaws, as in effect from time to time, of the Trinity Association.

Section 2. Trinity Declaration. In addition to this Declaration, each Lot and Parcel is hereby made subject to the terms and conditions of the Trinity Declaration, and all covenants, conditions and restrictions set forth therein. Pursuant to the Fourth Amendment of the Trinity Declaration, assessments are due and charges are levied by the Trinity Association, in addition to those of the Association, payment of which is secured by a lien on each Owner's Lot or Parcel. Pursuant to the terms of the Fourth Amendment to the Trinity Declaration, the Trinity Association shall bill the Association for all assessments and charges due from, and levied upon all Lots and Parcels within the Properties, and the Association shall bill each Owner for its respective assessments and charges. All assessments and charges levied by the Trinity Association shall be paid by each Owner to the Association, and the Association shall remit payment to the Trinity Association. Other provisions of the Trinity Declaration pertain, among other things, to land use and other restrictions imposed upon the Properties and all of the Trinity Communities pursuant to the Development Order. By acceptance of a deed or otherwise acquiring title to a Lot or Parcel, the Owner thereof agrees to abide by the provisions of the Trinity Declaration, as specifically amended by the Fourth Amendment to the Trinity Declaration, including the payment of such assessments, dues and charges as shall be levied thereby. Pursuant to the Fourth Amendment to the Trinity Declaration, and notwithstanding other provisions of the Trinity Declaration to the contrary, all architectural review, standards and regulations set forth in the Trinity Declaration as applied to the Properties shall be exercised exclusively by the Association, or its duly authorized assigns or delegates, as provided in Article X hereof.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall also maintain and care for the other land designated in Article II hereof in the manner therein required. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder. The Association shall operate and maintain areas designated by Declarant as Common Area, whether or not title to those areas has been formally conveyed to the Association; provided, however, that the Association shall have the right to delegate to, assign to, and contract with any CDD established with respect to the Properties for the maintenance and operation of certain Common Area and other designated portions of the Properties, whether by way of easements, shared facilities agreements or otherwise. Notwithstanding the foregoing to the contrary, the Association shall have the right to delegate some or all of its responsibilities under this Section 1 pursuant to the terms of Section 2, below.

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

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

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

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

ARTICLE VII 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 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 easement, shared facilities or other agreements with any such parties that may hereafter encumber the Common Area or portions thereof;

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

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

(g) the right of the Association to open the Common Area and, in particular, the golf course, clubhouse and amenities for use by non-Members of the Association; 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 development with a Villa Product Type or non-Villa Product Type 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 VIII EASEMENTS

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

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

Section 3. Future Utility Easements and Agreements. The Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot or Parcel) and for the Board, without joinder or consent of any person or entity whatsoever, to grant such additional easements and enter into such additional agreements, including, but not limited to, reclaimed and potable water and sewage systems, irrigation wells and pumps, cable television, television antennae, electric, gas, water, telephone or other utility easement and provision and maintenance agreements, or to relocate any existing utility easement in any portion of the Properties as the Declarant, its designee, or the Board shall deem necessary or desirable for the proper operation and maintenance of the Properties, or any portion thereof, or for the general health or welfare of the Owners, provided that such additional utilities or the relocation of existing utilities will not

prevent or unreasonably interfere with the use of any Lot or Parcel for permitted purposes. In addition, Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Lot or Parcel), without the joinder or consent of any person or entity whatsoever, to enter into license, marketing, shared facilities or other agreements with utility providers, operators, owners or any CDD established with respect to the Properties for the provision of any such utilities to the Properties or for the maintenance of any utility or drainage facilities or other areas, whether or not included in the Common Area. Any such easements and agreements shall be binding on the Association and survive Turnover pursuant to their terms. Declarant shall be entitled to receive and continue to receive all royalties, fees, compensation or other revenues provided for in such license, marketing, shared facilities or other agreements entered into by Declarant whether accruing or paid prior to or after the occurrence of Turnover pursuant to Article III, Section 3, hereof, and the Association shall not be entitled thereto.

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

Section 5. Golf Course Operation Generally. Each Owner, by acceptance of the deed conveying fee simple title to the Lot or Parcel acquired by such Owner, whether or not expressly stated in such deed, is hereby deemed to acknowledge and accept the following inherent risks associated with the existence of the Golf Course within the Property and the maintenance, use and play on the Golf Course:

- (a) Maintenance on the Golf Course may begin early in the morning prior to sunrise and extend late into the evening;
- (b) During certain periods of the year, the Golf Course may be heavily fertilized;
- (c) The maintenance of the Golf Course may require the use of chemicals and pesticides;
- (d) The Golf Course may be watered with reclaimed water, which may emit certain undesirable odors; and
- (e) Golf balls are not susceptible of being easily controlled and accordingly may enter Owner's air space, strike Owner, Owner's guests, invitees, licensees, yard, walls, roofs, windows, landscaping and personal property causing personal injury or property damage. Owner, for itself, its family members, tenants, guests and invitees, hereby releases Declarant and the Association, any successor in interest to Declarant or successor in title or operator of the Golf Course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such parties (collectively referred to hereafter as the "Released Parties"), and shall not in any way hold the Released Parties responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (i) any invasion of any Owner's use or enjoyment of its Lot or Parcel, (ii) improper design of the Golf Course, (iii) the level of skill of any golfer (regardless of whether such golfer has the permission of the

management to use the Golf Course), or (iv) trespass by any golfer or any golf balls on, over, across or through any Lot or Parcel that may result from or in property damage or personal injury to any person or improvements located within any Lot, Parcel, adjacent roadways or Common Area. Further, each Owner hereby assumes the risk inherent in owning real property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner or persons using or visiting such Owner's property for any personal injury or property damage.

ARTICLE IX USE RESTRICTIONS

Section 1. Residential Use. No Lot or Parcel may be used for any purpose other than as and for a residential dwelling. 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.

*2 years
within
5
residents*
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 X 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. The Board and its designated committee shall have the sole authority to approve plans and specifications for the improvement of Lots and Parcels within the Properties, and neither the Board of Directors nor any committee of the Trinity Association shall have any control over the same, nor shall the design restrictions of the Trinity Declaration apply to any improvements made to any Lots or Parcels within the Properties, except as necessary to comply with the Development Order.

ARTICLE XI 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, including without limitation those imposed by the Trinity Association and any CDD established with respect to the Properties, all in accordance with the terms and provisions of the Declaration in the same manner as all other Owners of Class A Lots and Parcels within the Properties.

ARTICLE XII 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 those specific documents, this Declaration and the Trinity 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, Parcels or Common Area in addition to those created by this Declaration and imposed by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments and fees created by the documentation establishing the CDD. In addition to any other rights that the Declarant may have pursuant to this Declaration, Declarant shall have the right to convey or grant easements over any Common Area to the CDD.

or subject the Properties, or any portion thereof, to the documents establishing the CDD. Further, the Declarant shall have the right to cause the Association to enter into agreements with any CDD with respect to the maintenance of any real property or improvements constructed thereon or thereunder in which such CDD has an interest.

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

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

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

(b) The Association grants the Declarant the right to alter the boundaries of the Common Area whether or not they have been previously deeded to the Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Area. The Association and each Owner hereby irrevocably appoint the Declarant or its officers as their attorney-in-fact to execute and/or deliver any documents, plats, deeds or other written instruments necessary or convenient to accomplish the addition of Common Area and Properties, to create easements as deemed necessary by Declarant and to adjust the boundary or boundaries of the Common Area. Such appointment shall be deemed coupled with an interest and irrevocable.

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

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

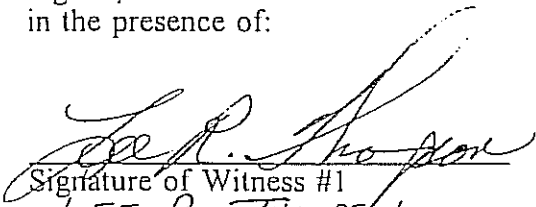
(e) Without the express prior written consent of Declarant, no amendments shall be made to the Declaration and no Rules and Regulations shall be adopted by the Association which shall modify the assessments or other charges on Declarant's Lots or Parcels, or which shall restrict, impair or in Declarant's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

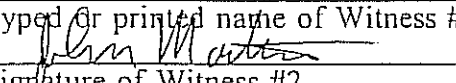
Signed, sealed and delivered
in the presence of:

U.S. HOME CORPORATION,
a Delaware corporation


Signature of Witness #1

LEE R. THOMPSON

Typed or printed name of Witness #1


Signature of Witness #2

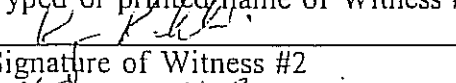
John Martins

Typed or printed name of Witness #2


Signature of Witness #1

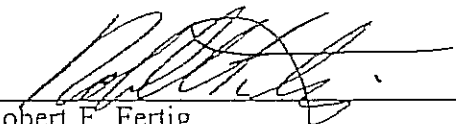
DENNIS P. LIPTON

Typed or printed name of Witness #1


Signature of Witness #2

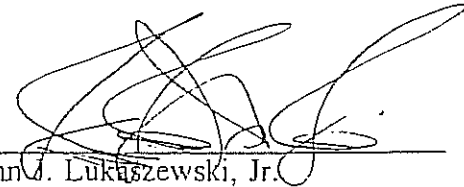
KERRY KOBACKI

Typed or printed name of Witness #2

By: 

Robert F. Fertig

Its: Division President

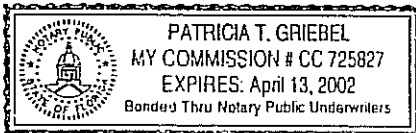
Attest: 

John J. Lukaszewski, Jr.

Its: Division Secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 29 day of April, 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.



Patricia T. Griebel
Print Name: Patricia T Griebel
Notary Public
My Commission Expires: 4/13/2002

EXHIBIT "A"

LEGAL DESCRIPTION OF HERITAGE SPRINGS VILLAGE 3:

A portion of Sections 31 and 32, Township 26 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at Southwest corner of said Section 32; thence along the West line of said Section 32, N00°05'44"E, for 1579.24 feet to the POINT OF BEGINNING; thence leaving said West line, N67°28'52"W, for 23.97 feet; thence N22°31'08"E, for 65.00 feet; thence N26°35'13"E, for 136.52 feet; thence N33°55'31"E, for 89.06 feet; thence N45°41'04"E, for 89.91 feet; thence N48°44'29"W, for 64.25 feet; thence N44°17'30"W, for 63.16 feet; thence N40°37'53"W, for 91.11 feet; thence N21°38'50"W, for 97.62 feet; thence North, for 85.53 feet; thence N07°58'27"E, for 98.13 feet; thence N33°22'56"E, for 106.01 feet; thence N58°47'26"E, for 105.95 feet; thence N64°30'49"E, for 69.91 feet; thence S89°10'12"E, for 77.60 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 N81°24'08"E, and having a radius of 1560.00 feet, a central angle of 10°04'52", an arc length of 274.48 feet and a chord bearing S13°38'18"E, for 274.13 feet to the point of intersection with a non-tangent line; thence S76°26'08"W, for 70.56 feet; thence S18°20'53"E, for 61.84 feet; thence S42°29'25"E, for 70.61 feet; thence S38°55'38"E, for 70.61 feet; thence S35°22'11"E, for 75.70 feet; thence S41°18'33"E, for 66.20 feet; thence S24°29'01"E, for 449.21 feet to the point of curvature of a curve concave to the West; thence southeasterly along the arc of said curve, having a radius of 444.99 feet, a central angle of 13°00'21", an arc length of 101.01 feet and a chord bearing S17°58'50"E, for 100.79 feet to the point of intersection with a non-tangent line; thence S11°28'40"E, for 1.12 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 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet and a chord bearing S33°31'20"W, for 7.07 feet to the point of tangency; thence S78°31'20"W, for 41.80 feet to the point of curvature of a curve concave to the North; thence westerly along the arc of said curve, having a radius of 845.00 feet, a central angle of 28°54'38", an arc length of 426.37 feet and a chord bearing N87°01'21"W, for 421.86 feet to the point of intersection with a non-tangent line; thence N22°31'08"E, for 5.02 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°24'08"E, and having a radius of 840.00 feet, a central angle of 05°07'00", an arc length of 75.02 feet and a chord bearing N70°02'22"W, for 74.99 feet to the point of tangency; thence N67°28'52"W, for 35.08 feet; thence N49°26'37"W, for 78.66 feet; thence N67°28'52"W, for 85.63 feet to the POINT OF BEGINNING and containing 10.22 acres, more or less.

LEGAL DESCRIPTION OF HERITAGE SPRINGS VILLAGE 4:

A portion of Section 31 and 32, Township 26 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Section 31, Township 26 South, Range 17 East, Pasco County, Florida; thence N00°05'44"E, along the East line of said Section 31, for 1444.71 feet to the POINT OF BEGINNING; thence N67°28'52"W, for 80.59 feet; thence N16°00'25"E, for 5.03 feet; thence N67°28'52"W, for 205.78 feet; thence S22°31'08"W, for 199.18 feet; thence S16°27'04"W, for 127.01 feet; thence S13°23'02"E, for 59.00 feet; thence S22°41'35"E, for 150.83 feet; thence S00°00'26"E, for 206.39 feet; thence S89°59'34"W, for 110.03 feet; thence S86°02'40"W, for 50.27 feet; thence S89°59'34"W, for 121.82 feet; thence N00°00'26"W, for 154.01 feet; thence N29°18'30"W, for 220.00 feet; thence N61°18'12"W, for 283.47 feet; thence N03°02'32"W, for 327.40 feet; thence N18°59'13"W, for 118.62 feet; thence N71°01'13"E, for 111.90 feet to the point of curvature of a curve concave to the South; thence Easterly along the arc of said curve, having a radius of 575.00 feet, a central angle of 36°48'40", an arc length of 369.42 feet and a chord bearing N89°25'33"E, for 363.10 feet to the point of compound curvature with a curve concave to the Southwest; thence Easterly along the arc of said curve, having a radius of 525.00 feet, a central angle of 12°43'45", an arc length of 116.40 feet and a chord bearing S65°48'15"E, for 114.18 feet to the point of reverse curvature with a curve concave to the Northeast; thence Southeasterly along the arc of said curve, having a radius of 475.00 feet, a central angle of 08°02'29", an arc length of 66.67 feet and a chord bearing S63°27'37"E, for 66.61 feet to the point of tangency; thence S67°28'52"E, for 361.46 feet; thence N22°31'08"W, for 19.36 feet; thence S67°28'52"E, for 109.60 feet; thence S49°26'37"E, for 78.66 feet; thence S67°28'52"E, for 35.08 feet to a point of curvature of a curve concave to the North; thence Easterly along the arc of said curve having a radius of 840.00 feet, a central angle of 05°07'00", an arc length of 75.02 feet and a chord bearing S70°02'22"E, for 74.99 feet to a non-tangent line; thence S22°31'08"W, for 5.02 feet to a non-tangent curve concave to the North; thence Southeasterly along the arc of said curve, having a radius of 845.00 feet, a central angle of 33°59'49", an arc length of 501.39 feet and a chord bearing S84°28'46"E, for 494.06 feet to the point of tangency; thence N78°31'20"E, for 41.80 feet to the point of curvature of a curve concave to the Northwest; thence Easterly along the arc of said curve, having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet and a chord bearing N33°31'20"E, for 7.07 feet to the point of tangency; thence N11°28'40"W, for 1.12 feet to the point of curvature of a curve concave to the West; thence Northerly along the arc of said curve, having a radius of 445.00 feet, a central angle of 13°00'20", an arc length of 101.01 feet and a chord bearing N17°58'50"W, for 100.79 feet to the point of tangency; thence N24°29'01"W, for 449.21 feet; thence N41°18'33"W, for 66.20 feet; thence N35°22'11"W, for 75.70 feet; thence N38°55'38"W, for 70.61 feet; thence N42°29'25"W, for 70.61 feet; thence N18°20'53"W, for 61.84 feet; thence N76°26'08"E, for 70.56 feet to a non-tangent curve concave to the East; thence Northerly along the arc of said curve having a radius of 1560.00 feet, a central angle of 21°03'35", an arc length of 573.39 feet and a chord bearing N08°08'57"W, for 570.17 feet to a non-tangent line; thence S89°10'12"E, for 5.00 feet to a non-tangent curve concave to the East; thence Northwesterly along the arc of said curve, having a radius of 1555.00 feet, a central angle of 04°44'08", an arc length of 128.52 feet and a chord bearing N04°45'13"W, for 128.49 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 345.00 feet, a central angle of 28°35'21", an arc length of 172.15 feet and a chord bearing N07°10'24"W, for 170.37 feet to the point of intersection with a non-tangent line; thence N68°31'56"E, for 110.00 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 S68°31'56"W, and having a radius of 455.00 feet, a central angle of 28°35'21", an arc length of 227.03 feet and a chord bearing S07°10'24"E, for 224.69 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 1445.00 feet, a central angle of 12°38'42", an arc length of 318.90 feet and a chord bearing S00°47'56"W, for 318.90 feet to the point of non-tangency; thence N84°28'35"E, for 3.75 feet to the point of intersection with a non-tangent curve concave to the East; thence Southerly along the arc of said curve, having a radius of 1441.25 feet, a central angle of 20°02'20", an arc length of 504.07 feet and chord bearing S15°32'35"E, for 501.50 feet to the point of tangency; thence S25°33'45"E, for 52.82 feet; thence S24°29'01"E, for

237.50 feet to the point of tangency curve concave to the East; thence along the arc of said curve, having radius of 1141.50 feet; a central angle of 05°28'56"; and arc length of 109.22 feet and chord bearing S27°13'29"E, for 109.18 feet to a non-tangent line; thence S60°02'03"W, for 10.27 feet; thence S24°29'01"E, for 185.31 feet to the point of curvature of a curve concave to the West; thence Southeasterly along the arc of said curve, having a radius of 555.00 feet, a central angle of 13°00'20", an arc length of 125.98 feet and a chord bearing S17°58'50"E, for 125.71 feet to the point of tangency; thence S11°28'40"E, for 1.12 feet to the point of curvature of a curve concave to the Northeast; thence Southerly along the arc of said curve, having a radius of 5.00 feet, a central angle of 90°00'00", an arc length of 7.85 feet and a chord bearing S56°28'40"E, for 7.07 feet to the point of tangency; thence N78°31'20"E, for 240.62 feet to the point of curvature of a curve concave to the Northwest; thence Easterly along the arc of said curve, having a radius of 570.00 feet, a central angle of 28°25'18", an arc length of 282.75 feet and a chord bearing N64°18'41"E, for 279.86 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 1055.00 feet, a central angle of 03°44'35", an arc length of 68.92 feet and a chord bearing N51°58'20"E, for 68.91 feet to the point of tangency; thence N53°50'37"E, for 213.96 feet to the point of curvature of a curve concave to the Southeast; thence Northeasterly along the arc of said curve, having a radius of 855.00 feet, a central angle of 06°50'52", an arc length of 102.19 feet and a chord bearing N57°16'03"E, for 102.13 feet to the point of tangency; thence N60°41'29"E, for 212.03 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 955.00 feet, a central angle of 40°37'04", an arc length of 677.01 feet and a chord bearing N81°00'01"E, for 662.92 feet to the point of tangency; thence S78°41'27"E, for 342.34 feet to the point of curvature of a curve concave to the North; thence Easterly along the arc of said curve, having a radius of 845.00 feet, a central angle of 48°12'50", an arc length of 711.06 feet and a chord bearing N77°12'08"E, for 690.26 feet to the point of intersection with a non-tangent line; thence S39°45'50"E, for 110.12 feet to the point of intersection with a non-tangent curve concave to the North; thence Southwesterly along the arc of said curve with a radial bearing N37°14'03"W, and having a radius of 955.00 feet, a central angle of 09°32'56", an arc length of 159.16 feet and a chord bearing S57°32'25"W, for 158.97 feet to a non-tangent line; thence S25°58'49"E, for 5.42 feet; thence S64°01'11"W, for 119.07 feet; thence S73°07'12"W, for 74.38 feet; thence S63°59'08"W, for 117.72 feet; thence S73°54'56"W, for 33.66 feet; thence S46°42'34"W, for 96.33 feet to a point of non-tangent curvature of a curve concave to the Northeast; thence Northwesterly along the arc of said curve having a radius of 186.00 feet, a central angle of 03°46'05", an arc length of 12.23 feet and a chord bearing N41°24'24"W, for 12.23 feet to a point of compound curvature of a curve concave to the Northeast; thence Northwesterly along the arc of said curve having a radius of 98.00 feet, a central angle of 35°21'21", an arc length of 60.47 feet and a chord bearing N21°50'41"W, for 59.52 feet to a point of reverse curvature of a curve concave to the West; thence Northerly along the arc of said curve having a radius of 102.00 feet, a central angle of 10°36'45", an arc length of 18.89 feet and a chord bearing N09°28'23"W, for 18.87 feet to a point of reverse curvature of a curve concave to the East; thence Northerly along the arc of said curve having a radius of 33.00 feet, a central angle of 23°51'26", an arc length of 13.74 feet and a chord bearing N02°51'02"W, for 13.64 feet to the point of intersection with a non-tangent curve concave to the North; thence Westerly along the arc of said curve having a radius of 955.00 feet, a central angle of 12°50'43", an arc length of 214.11 feet and a chord bearing N85°06'49"W, for 213.66 feet to the point of tangency; thence N78°41'27"W, for 342.34 feet to the point of curvature of a curve concave to the South; thence Westerly along the arc of said curve, having a radius of 845.00 feet, a central angle of 40°37'04", an arc length of 599.03 feet and a chord bearing S81°00'01"W, for 586.57 feet to the point of tangency; thence S60°41'29"W, for 212.03 feet to the point of curvature of a curve concave to the Southeast; thence Southwesterly along the arc of said curve, having a radius of 745.00 feet, a central angle of 06°50'52", an arc length of 89.04 feet and a chord bearing S57°16'03"W, for 88.99 feet to the point of tangency; thence S53°50'37"W, for 213.96 feet to the point of curvature of a curve concave to the Southeast; thence Southwesterly along the arc of said curve, having a radius of 945.00 feet, a central angle of 02°19'47", an arc length of 38.43 feet and a chord bearing S52°40'43"W, for 38.42 feet to a point on a non-tangent curve concave to the Southwest; thence Southeasterly along the arc of said curve having a radius of 20.00 feet, a central angle of 17°23'42", an arc length of 6.07 feet and a chord bearing S44°51'14"E, for 6.05 feet to a point of tangency; thence S63°09'23"E, for 17.97 feet to a point of curvature of a curve concave to the Southwest; thence Southeasterly along the arc of said curve having a radius of 162.50 feet, a central angle of 05°41'31", an arc length of 16.14 feet and a chord bearing S33°18'38"E, for 16.14

feet to a point of reverse curvature of a curve concave to the East; thence Southeasterly along the arc of said curve having a radius of 114.00 feet, a central angle of 11°34'06", an arc length of 23.02 feet and a chord bearing S36°14'55"E, for 22.98 feet to a point of reverse curvature of a curve concave to the Southwest; thence Easterly along the arc of said curve having a radius of 86.00 feet, a central angle of 18°39'35", an arc length of 28.01 feet and a chord bearing S32°42'11"E, for 27.88 feet to a non-tangent line; thence S76°51'16"W, for 109.09 feet; thence N28°00'05"W, for 46.58 feet to a point on a non-tangent curve concave to the Northwest; thence Southwesterly along the arc of said curve, having a radius of 680.00 feet, a central angle of 11°59'09", an arc length of 142.24 feet and a chord bearing S62°10'05"W, for 141.99 feet to a non-tangent line; thence S01°27'42"E, for 36.84 feet; thence S88°32'18"W, for 101.56 feet; thence S81°21'53"W, for 51.08 feet; thence S78°29'22"W, for 95.36 feet; thence N11°30'38"W, for 5.04 feet thence S78°31'20"W, for 271.93 feet to the point of curvature of a curve concave to the North; thence Westerly along the arc of said curve, having a radius of 955.00 feet, a central angle of 03°45'26", an arc length of 62.62 feet and a chord bearing S80°24'03"W, for 62.61 feet to a non-tangent line; thence S01°09'51"W, for 8.39 feet; thence S87°05'27"W, for 110.28 feet; thence N84°36'03"W, for 75.63 feet; thence N85°53'48"W, for 109.72 feet; thence N01°09'51"E, for 5.01 feet to a point on a non-tangent curve concave to the North; thence Westerly along the arc of said curve having a radius of 955.00 feet, a central angle of 09°18'09", an arc length of 155.05 feet and a chord bearing N75°17'59"W, for 154.88 feet to a non-tangent line; thence S04°07'17"E, for 7.23 feet; thence N67°28'52"W, for 191.95 feet to the POINT OF BEGINNING and containing 26.74 acres, more or less.

LEGAL DESCRIPTION OF HERITAGE SPRINGS VILLAGE 5:

A portion of Section 31, Township 26 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 31; thence along the South line of said Section 31, N89° 16'57"W, for 262.37 feet to the POINT OF BEGINNING; thence continue along said South line, N89°16'57"W, for 214.62 feet to the Northwest corner of Section 5, Township 27 South, Range 17 East, Hillsborough County, Florida, said corner also being the Northeast corner of Section 6, Township 27 South, Range 17 East, Hillsborough County, Florida; thence continue along said South line, N89°16'01"W, for 256.08 feet ; thence leaving said South line N00°00'26"W, for 536.25 feet; thence N31°28'11"E, for 287.27 feet; thence N00°00'26"W, for 50.99 feet; thence N89°59'34"E, for 121.82 feet; thence N86°02'40"E, for 50.27 feet; thence N89°59'34"E, for 136.49 feet; thence S01°19'29"E, for 127.93 feet; thence S05°30'38"E, for 96.63 feet; thence S00°00'26"E, for 617.64 feet to the POINT OF BEGINNING and containing 8.40 acres, more or less.

LEGAL DESCRIPTION OF HERITAGE SPRINGS VILLAGE 6:

A portion of Section 31 and -32, Township 26 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southeast corner of said Section 31; thence along the East line of said Section 31, N00°05'44"E, for 261.25 feet; thence leaving said East line, S89°54'16"E, for 51.53 feet to the POINT OF BEGINNING; thence N09°19'31"W, for 75.00 feet; thence N03°26'49"W, for 93.59 feet; thence N08°17'50"E, for 93.59 feet; thence N20°02'07"E, for 93.59 feet; thence N31°34'59"E, for 89.89 feet; thence N16°54'06"E, for 52.79 feet; thence N52°55'58"W, for 85.31 feet; thence N42°01'24"W, for 94.68 feet; thence N29°36'07"W, for 94.68 feet; thence N17°10'50"W, for 94.68 feet; thence N04°46'39"W, for 90.47 feet; thence N05°37'40"W, for 75.10 feet; thence N13°24'11"W, for 74.56 feet; thence N01°10'13"W, for 110.02 feet; thence N16°00'25"E, for 95.71 feet; thence S67°28'52"E, for 272.53 feet; thence N54°07'19"W, for 7.23 feet to the point of intersection with a non-tangent curve concave to the North; thence southeasterly along the arc of said curve, having a radius of 955.00 feet, a central angle of 09°18'09", an arc length of 155.05 feet and a chord bearing S75°17'59"E, for 154.88 feet to the point of intersection with a non-tangent line; thence S01°10'54"W, for 5.01 feet; thence S85°53'48"E, for 109.72 feet; thence S84°36'03"E, for 75.63 feet; thence N87°05'27"E, for 110.28 feet; thence S01°09'51"W, for 81.43 feet; thence S05°28'33"W, for 153.04 feet; thence S06°14'09"W, for 85.83 feet; thence S13°06'20"W, for 85.83 feet; thence S19°58'31"W, for 85.83 feet; thence S26°50'41"W, for 85.83 feet; thence S33°42'52"W, for 82.91 feet; thence S35°18'13"W, for 224.15 feet; thence S19°55'49"E, for 78.50 feet; thence S11°01'08"E, for 80.72 feet; thence S10°41'07"W, for 80.00 feet; thence N79°18'53"W, for 125.44 feet to the point of curvature of a curve concave to the North; thence westerly along the arc of said curve, having a radius of 60.00 feet, a central angle of 58°44'25", an arc length of 61.51 feet and a chord bearing S82°07'11"W, for 58.85 feet to the point of intersection with a non tangent line; thence S21°29'24"W, for 10.00 feet; thence S80°40'29"W, for 126.94 feet to the POINT OF BEGINNING and containing 12.45 acres, more or less.

LEGAL DESCRIPTION OF HERITAGE SPRINGS VILLAGE 8:

A portion of Section 32, Township 26 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Southwest corner of said Section 32; thence S89°16'57"E, along the South line of said Section 32, for 1099.61 feet; thence leaving said South line N00°43'03"E, for 1555.74 feet to the POINT OF BEGINNING and a non-tangent curve concave to the North; thence southwesterly along the arc of said curve having a radius of 570.00 feet, a central angle of 06°19'26", an arc of 62.91 feet and a chord bearing S75°21'37"W, for 62.88 feet to the point of tangency; thence S78°31'20"W for 240.62 feet to the point of intersection with a curve concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 5.00 feet, a central angle of 90°00'00", an arc of 7.85 feet and a chord bearing N56°28'40"W, for 7.07 feet to the point of tangency; thence N11°28'40"W, for 1.12 feet to the point of intersection with a curve concave to the Southwest; thence northwesterly along the arc of said curve having a radius of 555.00 feet, a central angle of 13°00'20", an arc of 125.98 feet and a chord bearing N17°58'50"W, for 125.71 feet to the point of tangency; thence N24°29'01"W, for 185.31 feet; thence N60°02'03"E, for 10.27 feet to the point of intersection with a curve concave to the Northeast; thence northwesterly along the arc of said curve having a radius of 1141.50 feet, a central angle of 05°28'56", an arc of 109.22' and a chord bearing N27°13'29"W, for 109.18 feet to the point of tangency; thence N24°29'01"W, for 237.50 feet; thence N25°33'45"W, for 52.82 feet to the point of intersection with a curve concave to the East; thence northwesterly along the arc of said curve having a radius of 1441.25 feet, a central angle of 20°02'20", an arc of 504.07 feet and a chord bearing N15°32'35"W, for 501.50 feet to a non-tangent line; thence S84°28'35"W, for 3.75 feet to the point of intersection with a curve concave to the East; thence northwesterly along the arc of said curve having a radius of 1445.00 feet, a central angle of 05°14'52", an arc of 132.35 feet and a chord bearing N02°53'59"W, for 132.30 feet to the point of intersection with a non-tangent line; thence S55°49'45"E, for 179.96 feet to the point of intersection with a non tangent curve concave to the Southwest; thence southeasterly along the arc of said curve having a radius of 60.00 feet, a central angle of 120°11'16", an arc of 125.86 feet and a chord bearing S61°06'39"E, for 104.02 feet to a non-tangent line; thence S51°43'14"E, for 82.82 feet; thence S11°38'18"E, for 49.36 feet; thence S14°04'43"E, for 49.36 feet; thence S16°31'08"E, for 49.36 feet; thence S18°57'33"E, for 49.36 feet; thence S21°23'57"E, for 49.36 feet; thence S23°50'22"E, for 49.36 feet; thence S26°00'37"E, for 50.70 feet; thence S24°53'05"E, for 51.62 feet; thence S24°29'01"E, for 200.00 feet; thence S25°41'52"E, for 49.19 feet; thence S29°10'17"E, for 49.14 feet; thence S32°26'58"E, for 49.14 feet; thence S76°23'15"E, for 78.84 feet; thence S41°06'08"E, for 50.68 feet; thence S31°44'09"E, for 55.70 feet; thence S12°04'55"E, for 55.80 feet; thence S08°16'05"W, for 61.47 feet; thence S27°55'19"W, for 55.80 feet; thence S16°23'43"E, for 56.79 feet to the POINT OF BEGINNING and containing 8.57 acres, more or less.

LEGAL DESCRIPTION OF HERITAGE SPRINGS VILLAGE 16:

A portion of Section 32, Township 26 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at Southwest corner of said Section 32; thence along the West line of said Section 32, N00°05'44"E, for 2095.80 feet; thence leaving said West line, S89°54'16"E, for 2174.13 feet to the POINT OF BEGINNING; thence N05°53'36"W, for 310.10 feet; thence S76°33'58"E, for 79.61 feet; thence N56°53'58"E, for 70.67 feet; thence N76°22'09"E, for 82.73 feet; thence N83°43'00"E, for 86.88 feet; thence N87°40'08"E, for 83.34 feet; thence S79°29'35"E, for 268.22 feet; thence S72°30'31"E, for 103.70 feet; thence S66°37'56"E, for 86.88 feet; thence S59°06'03"E, for 81.20 feet; thence S45°53'28"E, for 60.67 feet; thence S17°42'45"E, for 247.49 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 N13°37'15"W, and having a radius of 845.00 feet, a central angle of 24°55'48", an arc length of 367.67 feet and a chord bearing S88°50'39"W, for 364.78 feet to the point of tangency; thence N78°41'27"W, for 342.34 feet to the point of curvature of a curve concave to the South; thence westerly along the arc of said curve, having a radius of 955.00 feet, a central angle of 17°12'09", an arc length of 286.73 feet and a chord bearing N87°17'31"W, for 285.65 feet to the POINT OF BEGINNING and containing 7.78 acres, more or less.

99054688

Prepared by:

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

Rcpt: 324462 Rec: 19.50
DB: 0.00 IT: -0.00
05/03/99 Dpty Clerk
JED PITTMAN, PASCO COUNTY CLERK
05/03/99 08:59am 1 of 4
DR BK 4142 PG 1539

and when recorded mail to:

R

John P. Mills
U.S. Home Corporation
11509 Hidden Cove Court
New Port Richey, FL 34655

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

THIS AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE SPRINGS ("Amendment") is made on this 26th day of April, 1999, 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 Springs, recorded in Official Records Book 3985, Page 124, of the Public Records of Pasco County, Florida ("Declaration"), with respect to certain real properties described therein ("Properties");

WHEREAS, pursuant to Article XII, Section 4 of the Declaration, Declarant has the right to amend the Declaration without the joinder or consent of any 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 IX is hereby amended by adding Section 17 thereto as follows:

Section 17. Water Wells. 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.

2. Article XII, Section 5 is hereby amended by adding the following thereto:

The Association, each Owner, subassociation, person or any other entity by taking title to any Lot, Parcel or Common Area within the Properties hereby acknowledges and agrees that the Declarant may expand the boundaries of the CDD by petition for expansion or statutory merger, from time to time, in its sole discretion, subject only to any governmental approvals associated therewith, to include within the CDD boundaries additional phases of the Development. In order to so expand the boundaries of the CDD by petition for expansion or statutory merger, all owners of record within the CDD and/or the proposed expansion area may be required to consent to such expansion. Accordingly, the Association, each Owner, subassociation, person or any other entity, by becoming owner of record of any Lot, Parcel, or Common Area within the Development takes title to such Lot, Parcel, or Common Area subject to the terms and conditions of this Declaration and hereby gives its irrevocable and unconditional consent to all future petitions and other instruments filed by the Declarant and/or the CDD with Pasco County, Florida, or any other appropriate governmental agencies, to expand the boundaries of the CDD to encompass within the CDD boundaries future phases of the Development lying within the Properties, whether by merger, expansion or otherwise. To that end, the Association, each Owner, subassociation, person, or any other entity, hereby irrevocably appoints and constitutes the

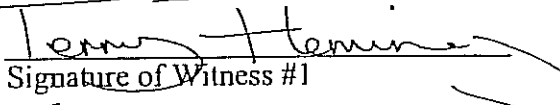
Declarant as its agent and attorney-in-fact for the purpose of taking any and all actions that may be required to confirm or effectuate such parties' consent to subsequent petitions to expand the geographical boundaries of the CDD including (without limitation) expansions resulting from a statutory merger of the CDD and/or a new CDD formed for an expansion area. The foregoing power-of-attorney shall be deemed irrevocable and coupled with the interest of the Association, each Owner, subassociation, person, or any other entity, in and to the Lot, Parcel, or Common Area to which such party is the titleholder or owner of record. The foregoing consent of the Association, each Owner, subassociation, person, or any other entity, shall constitute a covenant running with such parties' land and shall be binding upon the Association, Owners, subassociation, person, or any other entity, and their respective heirs, successors and assigns.

3. 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.

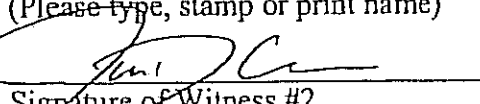
IN WITNESS WHEREOF, Declarant has made and executed this Amendment as of the date first above written.

U.S. HOME CORPORATION,
a Delaware corporation

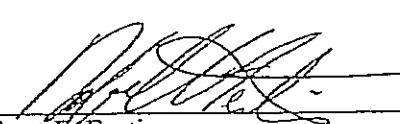
WITNESSES AS TO
BOTH SIGNATORIES:


Signature of Witness #1

TERRY FLEMING
(Please type, stamp or print name)


Signature of Witness #2

Jason D. Clark
(Please type, stamp or print name)

By: 

Robert F. Fertig
Division President

Its:

Attest:

By: 

Mike Connor
Division Assistant Secretary

Its:

STATE OF FLORIDA

OR BK 4142

PG 1542

COUNTY OF PASCO

4 of 4

The foregoing instrument was acknowledged before me this 26th day of April, 1999, by Robert F. Fertig, as Division President, and Mike Connor, as Division Assistant Secretary, of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation. They are personally known to me or have produced _____
(type of identification) as identification.

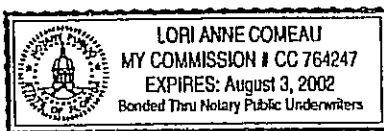
Lori Anne Comeau
Signature of Person Taking Acknowledgment

Lori Anne Comeau
Name of Acknowledger Typed, Printed or Stamped

(NOTARY SEAL)

Notary Public, State of Florida

Notarial Serial Number





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

RR

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 SPRINGS**

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR HERITAGE SPRINGS ("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 **1991**

WHEREAS, Declarant is the Declarant under that certain Master Declaration of Covenants,
 Conditions and Restrictions for Heritage Springs, recorded in the Official Records of Pasco County,
 Florida, at Book 3985, Page 124, as amended by Amendment to Master Declaration of Covenants,
 Conditions and Restrictions for Heritage Springs recorded in Official Records of Pasco County, at
 Book 4142, Page 1539 (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 XII, 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 XII, 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 IX, 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 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 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."

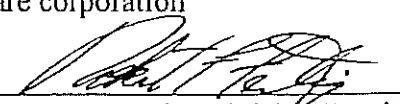
2. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Declarant hereby ratifies and reaffirms the same.

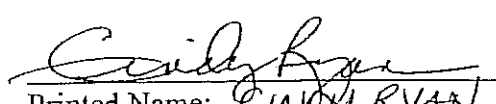
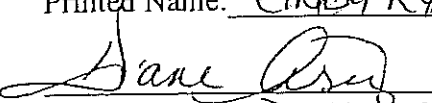
IN WITNESS WHEREOF, Declarant has executed this Amendment as of the date first above written.

WITNESSES:

"Declarant"

U.S. HOME CORPORATION,
a Delaware corporation

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


Printed Name: CINDY RYAN

Printed Name: DIANE ARNS

(Corporate Seal)

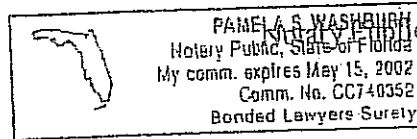
STATE OF FLORIDA
COUNTY OF Pinasco

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)



Notary Public, State of Florida

Notarial Serial Number

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



2001148846
Rcpt: 538851 Rec: 24.00
DS: 0.00 IT: 0.00
10/25/01 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
10/25/01 04:10pm 1 of 5
OR BK 4756 PG 478

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

THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE SPRINGS ("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 Springs, recorded at Book 3985, Page 124, as amended by that certain Amendment recorded at Book 4142, Page 1539, and that certain Second Amendment recorded at Book 4676, Page 1991, 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 Springs 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 XII, 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 XII, 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 IX, 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 Springs. 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.

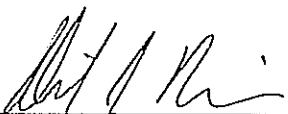
(e) The foregoing restrictions shall survive any expiration of other applicable deed restrictions and shall not be removed or amended without the consent and written agreement of both Pasco County and the District School Board of Pasco County."

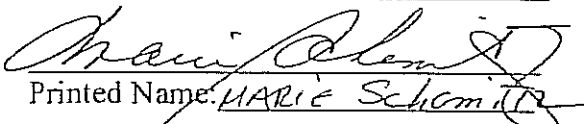
2. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Declarant hereby ratifies and reaffirms the same.

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

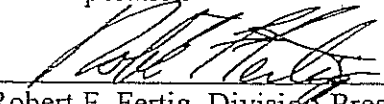
WITNESSES:

"Declarant"


Printed Name: David J. Rahn


Printed Name: MARIE Schmitt

U.S. HOME CORPORATION,
a Delaware corporation

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

(Corporate Seal)



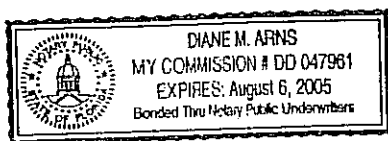
STATE OF FLORIDA
COUNTY OF Pasco

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



11345 Robert Trent Jones Parkway • New Port Richey, FL 34655 • Phone: 727/372-5411 • Fax: 727/372-5711

The Country Club Community — Providing the Finest Quality Lifestyle to Our Members

OR BK 4756 PG 482
5 of 5

October 15, 2001

Florida Commission on Human Relations
Post Office Box 3388
Tallahassee, FL 32315-3388

CERTIFIED LETTER

RE: Registration as Facility for Older Persons

To Whom It May Concern:

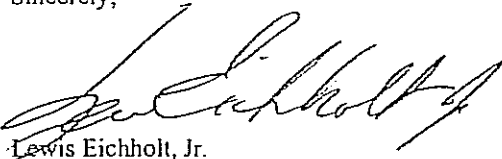
Pursuant to the provisions set forth in Section 760.29(e), Florida Statutes, as amended during the 2000 legislative session, Heritage Springs Community Association, Inc., hereby registers as a facility for older persons.

The community's housing is intended and operated for occupancy by persons 55 years of age or older and meet the following requirements:

- i. At least 80% of the occupied units are occupied by at least one person 55 years of age or older.
- ii. The facility or community publishes and adheres to policies and procedures that demonstrate its intent to in fact be a provider of housing for older persons.
- iii. The facility or community complies with rules established by HUD for verification of occupancy.

A check in the amount of \$ 20.00 payable to the Florida Commission on Human Relations has been included to complete the requirements for registration. Thank you for your assistance.

Sincerely,



Lewis Eichholt, Jr.
President
Heritage Springs Community Association, Inc.

Cc: Office of the County Attorney, Pasco County

Enclosure



4
2

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

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 1 of 4
OR BK 4778 PG 347

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

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HERITAGE SPRINGS ("Amendment") is made on November 2, 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 Springs, recorded at Book 3985, Page 124, as amended by that certain Amendment recorded at Book 4142, Page 1539, that certain Second Amendment recorded at Book 4676, Page 1991, and that certain Third Amendment recorded at Book 4756, Page 478, 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 Springs 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 XII, 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 XII, 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:

I. Article IX, 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 Springs. 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

Gale F. Fertig
Printed Name: GALE F. FERTIG

U.S. HOME CORPORATION,
a Delaware corporation

By: Robert F. Fertig
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 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
ECHOED THROUGH FAIR INSURANCE, INC.

00021636.DOC

STATE OF FLORIDA
COUNTY OF PASCO

THIS IS TO CERTIFY THAT THE FOREGOING IS A
TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE
OR OF PUBLIC RECORD IN THIS OFFICE. WITNESS MY
HAND AND OFFICIAL SEAL THIS 20 DAY OF
NOV 2001

JED PITTMAN, CLERK OF CIRCUIT COURT
BY [Signature] DEPUTY CLERK

After recording return to:
Jonathan J. Ellis, Esq.
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Blvd., Suite 2800
Tampa, Florida 33602



Rept: 1207672 Rec: 27.00
DS: 0.00 IT: 0.00
10/09/08 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
10/09/08 01:51pm 1 of 3
OR BK 7944 PG 822

DECLARATION OF RESTRICTIVE COVENANT

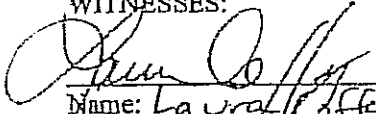
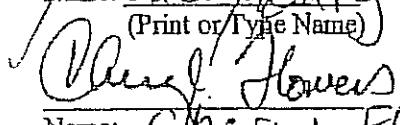
THIS DECLARATION OF RESTRICTIVE COVENANT (herein "Declaration") is made as of this 6th day of October, 2008, by US Home Corporation, a Delaware Corp. ("Declarant"), the fee owner of that certain parcel of real property located in Pasco County, Florida more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), who hereby agrees and declares that for a term of 20 years commencing as of the date hereof: (1) the Property shall be limited to residential uses; (2) the property shall not be developed with more than 500 single family dwelling units; and (3) only single family dwelling unit(s) shall be constructed or permitted on the Property.

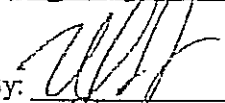
HOWEVER, it is specifically agreed that for purposes of this Declaration that the term "single-family dwelling unit(s)" shall be "a structure designed for occupancy by a single family or household. Single-family dwelling units may be attached to one another as in row or townhouse, or detached from one another as by side yards. All single-family units are characterized by a ground floor entrance, except where flood regulations specify otherwise, and the absence of another dwelling unit above."

THIS Declaration is executed in favor of the Heritage Springs Community Association, Inc. and is intended to constitute a covenant running with title to the Property. This Declaration shall be binding upon the Declarant and its successors in interests and assigns.

IN WITNESS WHEREOF, this Declaration is executed by the Declarant as of the date and year first above written.

WITNESSES:


Name: Laura K. Kelly
(Print or Type Name)

Name: Cheryl Flowers
(Print or Type Name)

US Home Corporation
A Delaware Corporation

By: 10/6/08
Name: Mark Metheny
(Print or Type Name)
Title: Vice President

STATE OF Florida
COUNTY OF Hillsborough

OR BK **7944** PG **823**
2 of 3

THE FOREGOING INSTRUMENT was acknowledged before me as of this 6th day of October, 2008, by Mark Medley as V. President of US Home Corp, a _____, on behalf of _____. He or she is hereby either (mark one) ☒ personally known to me, or _____ produced _____ (picture identification) as identification.

[AFFIX NOTARY SEAL OR STAMP]

NOTARY PUBLIC-STATE OF FLORIDA
Suzanne J. Crouch
Commission # DD771597
Expires: APR. 05, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

Suzanne J. Crouch
Name: Suzanne J. Crouch
(Print or Type Name)
Notary Public, State of Fla
My Commission Expires: 4/5/12

EXHIBIT "A"
Page 2 of 2

OR BK 3837 PG 380
8 of 8

LEGAL DESCRIPTION: TIMBER LAKES - OPTION PARCEL "B"

A tract of land lying within Section 33, Township 26 South, Range 17 East, Pasco County, Florida and being more particularly described as follows:

Commence at the Northeast corner of Section 4, Township 27 South, Range 17 East, Hillsborough County, Florida; thence N89°25'05"W, along the North line of the Northeast 1/4 of said Section 4, for 1663.77 feet to the POINT OF BEGINNING; thence N00°28'25"E, for 1387.62 feet; thence N47°24'11"E, for 1256.69 feet; thence N19°39'19"W, for 484.72 feet; thence N07°44'45"E, for 825.00 feet; thence N82°15'15"W, for 230.00 feet; thence N16°54'48"W, for 1136.81 feet; thence S73°05'12"W, for 1138.29 feet; thence N16°54'48"W, for 372.49 feet; thence N55°49'32"W, for 200.34 feet; thence S59°15'11"W, for 124.87 feet; thence S84°10'48"W, for 813.30 feet; thence S01°18'34"E, for 773.46 feet; thence S28°01'41"E, for 549.61 feet; thence N71°37'57"E, for 171.29 feet; thence S18°22'03"E, for 500.00 feet; thence S42°48'51"W, for 1000.00 feet; thence S30°25'45"W, for 968.34 feet; thence S00°47'03"W, for 1350.03 feet to the point of intersection with the North line of the Northwest 1/4 of said Section 4; thence S89°27'28"E, along the North line of the Northwest 1/4 of said Section 4, for 1550.04 feet to the North 1/4 corner of said Section 4; thence S89°25'05"E, along the North line of the Northeast 1/4 of said Section 4, for 996.07 feet to the POINT OF BEGINNING and containing 263.78 acres, more or less.

96 00 DRAWING OF TIMBER LAKES LEGAL PARCEL D-100
KLB
11/01/86

ARTICLES OF INCORPORATION
OF
HERITAGE SPRINGS COMMUNITY ASSOCIATION, INC.

FILED STATE
SECRETARY OF CORPORATIONS
JAN 28 PM 4:07

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 SPRINGS 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.

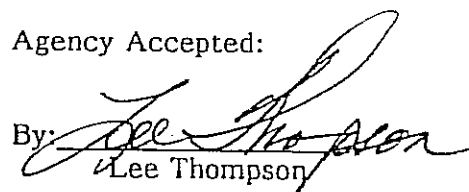
ARTICLE III.

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 SPRINGS, 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>
U.S. Home Corporation	2368 Fairskies Drive Spring Hill, FL 34606-7256

ARTICLE XI.

DECLARATION

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

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

U.S. HOME CORPORATION,
a Delaware corporation

By: _____

ROBERT F. FERTIG

Its: Division President

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

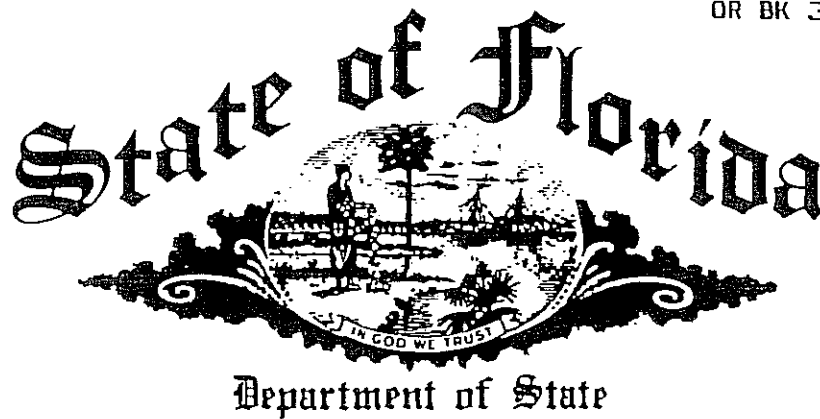
STATE OF FLORIDA

COUNTY OF Hernando

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

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





I certify the attached is a true and correct copy of the Articles of Incorporation of HERITAGE SPRINGS COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on January 28, 1998, as shown by the records of this office.

The document number of this corporation is N98000000513.

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



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

R 11345 Robert Trent Jones Parkway.
Trinity, Fl. 34615



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

Heritage Springs Community Association, Inc.

Sign Jennifer Hunt

Print Jennifer Hunt

Sign Jeffrey R. D'Amours

Print Jeffrey R. D'Amours

By: [Signature]
President

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

STATE OF FLORIDA)
COUNTY OF PASCO) SS

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

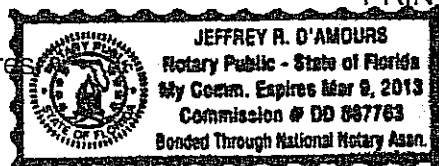
The foregoing instrument was acknowledged before me this 15 day of March, 2011, by JAMES HEVERO, as President of Heritage Springs Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced NA as identification.

NOTARY PUBLIC:

SIGN [Signature]

PRINT Jeffrey R D'Amours
State of Florida at Large

My Commission Expires



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

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

Section 2. "*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.

Section 3. "*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.

Section 5. Action Taken without a Meeting. 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.

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

(a) to 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 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.

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.

