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J. Pittman
CLK. CIR. CT. PASCO COUNTY, FL.

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DECLARATION

OF

EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

LAKE HERON

RECORD VERIFIED

JED PITTMAN
Clerk Circuit Court, Pasco County

J. Pittman

WHEREAS, LAKE HERON PARTNERSHIP, a partnership organized and existing under the laws of the State of Florida, is the owner in fee simple of certain real property in Pasco County, Florida, described as:

LAKE HERON PHASE I, according to the plat recorded in Plat Book 30, at page 141/142 of the Public Records of Pasco County, Florida;

which LAKE HERON PARTNERSHIP desires to subject to this Declaration of Easements, Covenants, Conditions, and Restrictions and part of which LAKE HERON PARTNERSHIP desires to convey to LAKE HERON HOMEOWNERS' ASSOCIATION, INC., for the use and benefit of its members; and

WHEREAS, from time to time, LAKE HERON PARTNERSHIP may desire to subject all or part of such additional real property to this Declaration of Easements, Conditions, and Restrictions; and

WHEREAS, from time to time, LAKE HERON PARTNERSHIP may desire to convey all or part of such additional real property to LAKE HERON HOMEOWNERS' ASSOCIATION, INC., for the use and benefit of its members;

NOW, THEREFORE, for the purposes of enhancing and protecting the value, attractiveness, and desirability of LAKE HERON PHASE I and so much of the real property described in Exhibit "A" as LAKE HERON PARTNERSHIP subjects to this Declaration of Easements, Covenants, Conditions, and Restrictions, LAKE HERON PARTNERSHIP hereby declares that (i) LAKE HERON PHASE I is and shall be subject to this Declaration of Easements, Covenants, Conditions, and Restrictions and (ii) all of the real property which is subject to this Declaration of Easements, Covenants,

Prepared By and Return To:
Lake Heron Partnership
P. O. Box 97
Lutz, FL 33549

O.R. 3182 PAGE 1985

Conditions, and Restrictions shall be owned and conveyed subject to the following easements, covenants, conditions, and restrictions, which shall constitute covenants running with the land and shall be binding upon all persons having any right, title, or interest therein and their grantees, heirs, successors and assigns and shall inure to the benefit of each owner thereof, as hereinafter provided.

ARTICLE I

DEFINITIONS

SECTION 1. "ARTICLES" means the Articles of Incorporation of LAKE HERON HOMEOWNERS' ASSOCIATION, a copy of which is attached hereto as Exhibit "C", as duly amended from time to time.

SECTION 2. "ASSOCIATION" means LAKE HERON HOMEOWNERS' ASSOCIATION, INC., a not-for-profit corporation, organized and existing under the laws of the State of Florida, and its successors and assigns.

SECTION 3. "BOARD OF DIRECTORS" or "BOARD" means the Board of Directors of LAKE HERON HOMEOWNERS' ASSOCIATION, INC.

SECTION 4. "BY-LAWS" means the by-laws of LAKE HERON HOMEOWNERS' ASSOCIATION, INC., a copy of which is attached hereto as Exhibit "D", as duly amended from time to time.

SECTION 5. "COMMON AREAS" means any real property owned by the Association for the common use and enjoyment of the Members. The Common Areas, which shall be conveyed to the Association on or before the consummation of the first sale of a residential building lot, are described in Exhibit "B", which is attached hereto and, by this reference, made a part hereof.

SECTION 6. "DECLARATION" means this Declaration of Easements, Covenants, Conditions, and Restrictions for LAKE HERON PHASE I, as duly amended from time to time.

SECTION 7. "DEVELOPER" means LAKE HERON PARTNERSHIP, a partnership organized and existing under the laws of the State of Florida, and its successors and assigns, provided that the developer indicates in its deed or other instrument

of conveyance that it is the intent of the Developer to convey all or a portion of its rights as the Developer pursuant to this Declaration to such successor or assignee. The Developer shall at all times have the right to assign all or any portion of its rights as the Developer to any successor or assignee without the consent or joinder of any owner of, or any holder of a mortgage, lien, or other encumbrance upon any residential building lot, and such successor or assignee shall exercise the rights granted to it concurrently with, and not in contravention of, the Developer's rights.

SECTION 8. "DEVELOPMENT LANDS" means the real property described in Exhibit "A".

SECTION 9. "DWELLING" means any residential structure located on a residential building lot.

SECTION 10. "INSTITUTIONAL MORTGAGEE" includes any bank, savings and loan association, savings bank, mortgage banker, secondary mortgage lender, federal agency, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, pension fund, insurance company, real estate investment trust, or any other lender generally recognized as an institutional lender holding a mortgage on one or more residential building lots.

SECTION 11. "MEMBER" means every person or entity entitled to membership in the Association.

SECTION 12. "MAINTENANCE" means the exercise of reasonable care in keeping the buildings, roads, landscaping, lighting and other improvements and fixtures within the Common Areas in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall also mean exercising the generally accepted garden-management practices necessary to promote optimum plant growth.

SECTION 13. "OPERATING EXPENSES" means the expenses for which owners of residential building lots are liable to the Association and includes, but is not limited to, all costs and expenses incurred by the Association in administering, operating, maintaining, repairing, and replacing the Common Areas and any improvements constructed thereon.

SECTION 14. "OWNER(S)" means the record owner or owners of a fee simple interest in any residential building lot, including the Developer, for so long as it is the owner of a fee simple interest in any residential building lot, but not including those persons or entities holding title merely as security for the performance of an obligation.

SECTION 15. "RESIDENTIAL LOT" or "LOT" means any residential building lot, with the exception of the Common Areas, within the real property which is subject to this Declaration.

SECTION 16. "SUBDIVISION" means LAKE HERON PHASE I, according to the plat recorded in Plat Book ____, at page ____, of the public records of Pasco County, Florida, and so much of the real property described in Exhibit "A" as LAKE HERON PARTNERSHIP, subjects to this Declaration.

ARTICLE II

PROPERTY RIGHTS

SECTION 1. The Association and all Owners are hereby granted a perpetual, non-exclusive easement over the Common Areas, for the use of all Owners, the Association, and their respective families, agents, servants, guests, lessees and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended, which easement is appurtenant to and may not be separated from title to the Owner's Lot, subject to the following:

A. The right of the Association to charge reasonable fees for the use of any facility which might be situated upon the Common Areas.

B. The right of the Association to suspend the voting rights and right to use of the facilities by an Owner, and any person claiming by, through or under an Owner, for reasons and periods including, but not limited to, the following:

(1) Any period during which any regular or special assessment against such Owner's Lot remains unpaid; and

(2) For a period not to exceed sixty (60) days for any infraction by an Owner, a member of his family, or his servant, guest, lessee or invitee of the published rules and regulations of the Association.

C. The right of the Board of Directors of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the Members and the applicable government authorities; however, no such dedication or transfer shall be effective unless an instrument signed by sixty-seven percent (67%) of each class of Members, agreeing to such dedication or transfer has been filed among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized officers of the Association has been duly recorded in the Public Records of Pasco County, Florida, with the formalities necessary to record a deed.

D. The right of the Board of Directors of the Association to adopt reasonable rules and regulations controlling the use of the Common Areas to promote the health, safety and common interests of all of the Owners.

E. The right of the Association to impose reasonable limits upon the number of guests who may use these facilities.

F. The right of the Association to borrow money for the purpose of improving the Common Areas or acquiring additional property or for constructing, repairing or improving facilities located thereon and to give as security for the payment of any such loans a mortgage conveying all or any portion of the Common Areas except streets; provided, further, that the creation of any such mortgage shall require approval of seventy-five percent (75%) of each class of Members.

G. Any limitations on use contained elsewhere in this Declaration.

SECTION 2. Delegation of Use. Any Owner may delegate, in accordance with the by-laws, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, business invitees, social invitees or contract purchasers who reside on the Owner's Lot.

SECTION 3. Limitations Upon Use of Common Areas. No Owner may plant or garden or erect or maintain fences, hedges, walls or other improvements upon the Common Areas, unless approved in writing by the Board of Directors of the Association, provided, however, the Developer shall have the right to install such improvements as it shall deem desirable, in its sole discretion, in connection with the development of any portion or all of the Development Lands.

SECTION 4. Easements of Encroachments. There shall be reciprocal, perpetual, non-exclusive easements between adjacent Dwellings and Lots, and any portion of portions of the Common Areas adjacent thereto, for any encroachment due to placement, settling or shifting of the improvements constructed, re-constructed or altered thereon, including but not limited to roof overhangs, gutters, down spouts, rain water run-off therefrom, and perimeter walls or footers, provided such construction, re-construction or alteration is in accordance with the terms and conditions of this Declaration. Such easements shall exist to a distance of not more than five (5) feet as measured from any point on the common boundary between each Lot or Dwelling or any adjacent portion of the Common Areas along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include a perpetual, non-exclusive easement for the maintenance and use of the encroaching improvements in favor of the respective Owners of such Lots or Dwellings and Lake Heron Homeowners' Association, Inc., and their respective successors, assigns, employees and agents. No such easement shall exist for any such encroachment occurring as a result of the willful or intentional conduct of an Owner.

SECTION 5. Easements for Ingress, Egress and Utilities.

A. Utilities. There shall be non-exclusive, perpetual easements in, over, under and upon the Common Areas and the Lots subject hereto as more particularly shown on the plat of the subdivision as may be required for utility services in order to adequately serve the Lots and Dwellings, and the Common Areas in whole or in part, including, but not limited to, electricity, telephones, sewer, gas, water, lighting, irrigation, drainage, television antenna and cable television facilities and electronic security facilities. However, easements through Lots shall be only according to the plans and specifications for such Lots and the Dwellings constructed thereon or as actually constructed or re-

constructed unless approved in writing by the Owner thereof. The Association shall have the right to enter any Lot to inspect, maintain, repair or replace such utility service facilities and to remove any improvements interfering with or impairing the utility services or easements herein provided.

B. Pedestrian and Vehicular Traffic. There shall be non-exclusive, perpetual easements for pedestrian traffic over, through, across and upon sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Areas and be intended for such purposes; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Areas as may from time to time be paved and intended for such purposes, such easements being for the use and benefit of the Association, the Developer, and the Owners, and their respective families, successors, assigns, agents, employees, servants, guests, lessees and invitees.

C. Developer's Ingress and Egress. The Developer, for itself, its successors and assigns, and their respective servants, guests, lessees and invitees, expressly reserves an easement for ingress, egress and parking over the Common Areas and any portion of the Development Lands subject hereto.

D. Additional Development. The Developer, its successors, nominees and assigns hereby reserves easements over, under, across and upon all of the Common Areas and any portion of the Development Lands subject hereto for ingress, egress and regress and easement for utilities, including but not limited to those necessary to provide water, sewer, lighting facilities, irrigation, drainage, television transmission facilities, security services, electronic and other facilities in connection therewith and the like to all or any portion of the property described in Exhibit "A" attached hereto, whether or not said property is subject to the terms and conditions of this Declaration.

SECTION 6. No Partition. There shall be no judicial partition of the Common Areas nor shall Developer or any Owner or other person or entity acquiring any interest in the property subject to this Declaration, as duly amended from time to time, or any part thereof, seek judicial partition thereof.

SECTION 7. Right of Entry. The Association, through its duly authorized agents, employees and contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day, to perform such maintenance as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or the Common Areas, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof.

SECTION 8. Developer's Privileges. The Developer shall have the right to transact on the Common Areas, Development Lands and upon any Lots which it owns, any and all business necessary to consummate the development and sale of the Residential Lots and the construction of Dwellings and other improvements on the Lots and Common Areas, and such business shall include but not be limited to, the right to erect signs and maintain a sales office or offices on the Common Areas and the Lots which it owns, place employees in the sales office(s), and store, on the Lots which it owns and the Common Areas, golf carts and other vehicles, and use the Common Areas and improvements constructed thereon. The sales office(s), signs, and all other items pertaining to sales shall not be considered Association property, and shall remain the property of the Developer. Notwithstanding anything to the contrary contained herein, the Developer expressly reserves the right, without the consent of any Owner, Institutional Mortgagee, the Association, or any other person or entity to construct, develop and sell condominium units, residential lots or such other improvements or interests in real property as the developer, in its sole and absolute discretion, may determine, on any portion or all of the property more particularly described on Exhibit "A" attached hereto which is not subject to the terms and conditions of this Declaration as duly amended from time to time.

SECTION 9. No part of the Common Areas may be mortgaged or conveyed without the consent of at least two-thirds of the Class A Owners. If ingress or egress to or from any Lot is through the Common Area, any conveyance or encumbrance of such Common Area is subject to the Lot Owner's easement.

ARTICLE III

MEMBERSHIP IN ASSOCIATION: VOTING RIGHTS

SECTION 1. Membership. The Developer and every person or entity who is a record Owner of a fee or an undivided fee interest in any Lot, as evidenced by the recordation of proper instruments among the Public Records of Pasco County, Florida, shall automatically be Members of the Association. Such membership shall automatically terminate when such persons or entities divest themselves of their respective interests in their Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and shall not be separated from ownership of any Lot which is subject to this Declaration.

SECTION 2. Voting Classes.

A. The Association shall have two (2) classes of voting Members, as follows:

(1) Class A. Class A Members shall be all Owners of Lots (save and except for Developer), who shall be entitled to one (1) vote for each Lot or Unit owned.

(2) Class B. Class B Members shall be the Developer (as defined hereinabove), and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

(a) When Seventy-five percent (75%) of the total Lots or Dwellings located in LAKE HERON are deeded to Owners; or

(b) On January 1, 2003; or

(c) At any time the Developer shall elect, in its sole discretion, to convert the Class B memberships held by it to Class A memberships.

B. When more than one person other than the Developer holds an undivided fee interest in any Lot, all such persons shall be Class A Members, and shall enjoy full membership

rights, privileges and obligations as set forth hereinafter, and the vote for such Lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

SECTION 3. Developer Voting Rights. Notwithstanding the provisions contained hereinabove with regard to the conversion of Class B membership to Class A membership, it is specifically understood that:

A. Until such time as seventy five percent (75%) of the total number of Lots or Dwellings in LAKE HERON are deeded to Owners, the Class B membership shall have the right of veto on all questions coming before the membership for a vote thereon; and

B. Upon the Turnover Date, Developer shall become a Class A Member with regard to each Lot owned by Developer, notwithstanding the provisions to the contrary hereinabove, and Developer shall be entitled to one (1) vote for each such Lot owned by Developer on all questions coming before the membership for a vote thereon.

SECTION 4. Passage of Issues. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the Members of the Association, shall be that number as set forth herein and in the Articles of Incorporation and By-Laws of the Association, as the same may be amended from time to time, subject to the provisions set forth hereinabove relating to Class B membership and the Developer's voting rights.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. Creation of Lien and Personal Obligation of Assessments.

A. The Developer, for each Lot owned within the property subject hereto, and each Owner of one or more Lots, by acceptance of a deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenant and agree to pay to the Association:

1. Regular assessments or charges, payable monthly;
and

2. Special assessments for capital improvements to be payable monthly, quarterly, or annually, as determined by the Board of Directors of the Association.

B. Each of the aforementioned assessments shall be established and collected as hereinafter provided. The regular and special assessments, together with interest at the highest rate allowed by law, and costs of collection thereof, including, but not limited to reasonable attorneys' fees, shall be a charge on the Lot assessed and shall be a continuing lien upon said Lot, commencing on the date said lien is recorded in the Public Records of Pasco County, Florida. Each assessment, regular or special, together with interest at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Lot described in the assessment on the date when the assessment, regular or special, became due and payable. No Owner may avoid, waive or otherwise escape liability for payment of the regular or special assessments provided for herein by failure to use or enjoy the Common Areas for any reason whatsoever, or by abandonment of the Lot against which the assessment is made. The personal obligation for delinquent assessments shall not pass to the successors in title of the record Owner on the date when delinquent assessments became due and payable unless expressly assumed by such record Owner's transferee.

SECTION 2. Purpose of Assessments.

A. The assessments levied by the Association shall be used exclusively to:

1. Promote the recreation, health, safety and welfare and common interests of the Members of the Association.

2. Provide for the improvement, management, maintenance, repair, replacement and insurance of the Common Areas and any improvements constructed thereon.

3. Provide for the exterior maintenance of the Lots and Dwellings, as described herein, as provided in Article VI hereinafter.

B. The Board of Directors of the Association is hereby empowered to prepare and adopt an annual budget, and based thereon to determine the amount of the regular assessment from year to year or as often as may be required, subject to adjustment as provided herein, but in no event shall the regular assessment be readjusted more often than quarterly, unless necessary due to the economic reality of providing the items of service set forth herein as same shall vary from time to time.

C. The Association may acquire and pay for, out of the funds derived from regular assessments, certain items of service which may include, but shall not be limited to, the following:

1. Maintenance and repair of structures or improvements that may be constructed within the Common Areas from time to time, specifically including, but not limited to, fences, road, drainage facilities and retention ponds, and recreational facilities;

2. Electricity, light bulbs, wiring and other necessary electrical utility service for the Common Areas and any improvements located thereon;

3. Maintenance and operation of street lights for the Common Areas, including costs for repair or replacement of damaged street lights to the extent such costs are not covered by the utility company;

4. Maintenance of the grounds of the Common Areas, including, but not limited to, pumps, wells, sprinkler systems, other equipment and personnel necessary for lawn and shrubbery service and for maintenance of any sidewalks, roads, fences, walkways and retention ponds located in the Common Areas;

5. Carry and pay for a comprehensive policy of public liability insurance and, if appropriate, owners', landlord and tenant policies naming the Association and, until the Turnover Date, Developer as named insureds thereof insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas and other property owned by the Association and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of

not less than One Million Dollars (\$1,000,000) for damages incurred or claimed by any one person for any one occurrence and not less than Five Million Dollars (\$5,000,000) for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand Dollars (\$100,000) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to property similar to the Common Areas in construction, location and use;

7. Such other forms of insurance and in such coverages as the Association shall determine to be required or beneficial for the protection or preservation of the Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Members or the Association; provided, however, that all insurance policies purchased by the Association shall be for the benefit of the Association, the Members, and their respective mortgagees, as their interests may appear, and shall provide that all proceeds covering casualty losses shall be paid to the Association.

8. Carry and pay for comprehensive property damage insurance on any and all structures or improvements which may from time to time be constructed upon the Common Areas. Such insurance shall be a "master" or "blanket" type policy of property insurance in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time will be customarily covered with respect to improvements similar in construction, location and use to the improvements constructed on the Common Areas, if any, including, but not limited to, vandalism and malicious mischief, and all other perils normally covered by the standard "all risk" endorsement, where such is available.

9. Workmen's Compensation: Workmen's Compensation necessary to meet the requirements of law shall be purchased by the Association.

10. Flood Insurance Protection: The Association shall acquire flood insurance protection under the Flood Disaster Protection Act of 1973 for any properties that are in the flood zone and that are owned by the Association, and shall be in an amount equal to the lesser of (a) the maximum coverage available under the National Flood Insurance Program for the improvements and other insurable property within any portion of the Common Areas located within a designated flood hazard area, or (b) one hundred percent (100%) of the current replacement cost of the improvements and other insurable property.

11. Trash and garbage collection and sewer and water service for the Common Areas and any and all improvements located thereon, whether supplied by a private or public firm.

12. Any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper in the opinion of the Board of Directors of the Association, including the costs of administration of the Association and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of this Declaration or the By-Laws of the Association, which is necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of the Owners or for the enforcement of these restrictions.

13. Any and all other purposes deemed necessary and proper. Upon a proper vote as set forth in the by-Laws of the Association at a meeting duly called for that purpose, the Board of Directors may vote to establish an additional category of Operating Expenses for the happening of certain named events or services which are required or desired by the Association, which category shall be determined and set forth in a resolution duly voted upon by the Board of Directors and executed by duly authorized officers of the Association.

SECTION 3. Special Assessments for Capital Improvements. In addition to the regular assessments authorized above, the Association, through its Board of Directors, may levy in any "assessment year", which shall be defined as that period of time from the date of the Association's annual meeting as set forth in the by-Laws until the next, ensuing annual meeting one calendar year

subsequent thereto, unless said date shall fall on a Saturday, Sunday, or legal holiday, in which event the next business day which is not a Saturday, Sunday or legal holiday shall be the date upon which the Association's annual meeting shall be held, a special assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, reconstruction, repaving, major repair or replacement of a capital improvement located or to be constructed within the Common Areas, including any fixtures and/or personal property relating thereto, provided that any such assessment shall have the assent of fifty-one percent (51%) of the votes of each class of Members, voting in person or by proxy at a special meeting duly called for this purpose. Notwithstanding anything to the contrary contained in this Declaration, in the event of any maintenance, repair or replacement to the Common Areas caused by negligence or misuse by an Owner, his family, servants, agents, guests, invitees or lessees, the Association, through its Board of Directors, shall have the right to levy a special assessment against such Owner and his Lot for the cost of such maintenance, repair or replacement. In addition, any cost or reasonable attorneys' fee incurred by the Association in connection with any action of any nature whatsoever against an Owner, his family, servants, guests, invitees or lessees shall be assessed against such Owner and his Lot as a special assessment.

SECTION 4. Right of Assessment. Pursuant to the obligation of the Association to maintain the Common Areas, as provided for herein, and in regard thereto, the Association shall:

A. Have the right and power to contract with a maintenance and/or management company to carry out its obligations in regard to maintenance and/or management as set forth herein.

B. Have the right and power to assess each Member a "prorata share" as set forth herein, of the Operating Expenses of the Association.

SECTION 5. Both regular and special assessments must be fixed at a uniform rate for all Lots.

A. Regular Assessment. The basis for determining the regular assessment will be the estimated cost of each item of service provided for the benefit of the Association, as

reflected upon the Association's books, in accordance with the services to be provided as set forth herein.

1. Payment: Each Owner shall be assessed and shall pay on a monthly basis a prorata share of the total amount of the assessment necessary to provide the services as set forth herein in addition to a prorata assessment for taxes assessed against the Common Areas, the schedule for payment of which shall be set forth in the annual budget as provided herein.

2. Formula: In order to determine the prorata share of the regular assessment payable by each Owner, the estimated Operating Expenses, as set forth in the annual budget, shall be divided by the total number of Lots subject to this Declaration as amended from time to time. The result thereof shall constitute the individual Owner's liability for the regular assessment, subject to readjustment, as provided for hereinafter.

For example:

The estimated operating expenses divided by the total number of Lots subject to the Declaration shall equal each Owner's prorata share of regular assessment.

B. Special Assessments. The basis for determining a special assessment shall be the actual cost of each item of construction, reconstruction, repaving, major repair or replacement of any capital improvement located or to be constructed upon the Common Areas, including but not limited to any fixtures and/or personal property relating thereto, undertaken for the benefit of the Association as reflected upon the Association's books in accordance with Section 3 of this Article IV.

1. Payment: Each Owner shall be assessed and shall pay a prorata share of the total amount of the special assessment necessary for capital improvements, the schedule for payment of which shall be set forth in the resolution authorizing such special assessment.

2. Formula: In order to determine the prorata share of each owner, the estimated cost of the capital improvement shall be divided by the total number of Lots subject to this Declaration as duly amended from time to time. The result thereof shall constitute the individual Owner's liability

for the special assessment, subject to readjustment as provided for hereinafter.

SECTION 6. Assessment of Developer. Notwithstanding anything to the contrary contained in this Declaration or the Articles or By-Laws of the Association, the Developer, as the Owner of any Lot or Lots upon which no Dwelling has been constructed, shall not be subject to regular assessments for Operating Expenses of the Association. In addition, the Developer shall not be subject to a special assessment as the Owner of any Lot for any item of construction, reconstruction, repaving, major repair or replacement of any capital improvements without first having approved such special assessment in writing. However, the Developer will be responsible to make up budgetary shortfalls which the Association may enforce by lien as long as there is a Class B membership.

SECTION 7. Taxes. It shall be the obligation of the Association commensurate with the ownership of the Common Areas to:

A. Pay all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon or any part thereof that become due and payable during the term of ownership by the Association of the Common Areas.

B. Assess, as part of the regular assessment, against each Owner, a "prorata share" of all real estate taxes, assessments, personal property taxes and other governmental levies and charges of any kind which are assessed or imposed upon the Common Areas and improvements thereon, or any part thereof that may become due and payable during the term of ownership of the Common Areas by the Association, such prorata share to be secured from default by the personal obligation of each Owner, and a lien against each Owner's Lot.

C. Such prorata share shall be assessed as set forth in Article IV, Section 5 to each individual Owner.

SECTION 8. Date of Commencement of Regular Assessments: Due Dates. The regular assessments shall commence as to all Lots then subject to this Declaration on the day of the conveyance of the Common Areas to the Association. As additional Lots become subject to this

Declaration, as provided herein, the regular assessments attributable thereto shall commence on the day of the recording of the amendment submitting the Lots to the terms and conditions of this Declaration in the Public Records of Pasco County, Florida. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the regular and special assessments levied against a specified Lot have been paid and further, the Association may delegate to and contract with a management company for collection of the regular and special assessments of the Association.

SECTION 9. Subordination of the Lien to Mortgages. The lien of the regular and special assessments provided for herein shall be subordinate to the lien of any First Mortgage encumbering a Lot. Should any First Mortgagee foreclose its mortgage against a Lot or obtain title to said Lot secured by such first mortgage by conveyance in lieu of foreclosure, said Mortgagee shall not be liable for any regular or special assessments made by the Association pertaining to such Lot or chargeable to the former Owner of such Lot which became due prior to acquisition of title by said Mortgagee as a result of the foreclosure or voluntary conveyance in lieu of foreclosure. Thereafter, any such Mortgagee or its successors or assigns shall pay its prorata share of the regular and special assessments as provided for herein. The sale or transfer of any Lot pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation for payment of regular and special assessments of the Owner who was the owner of record on the date such regular or special assessments became due and payable.

SECTION 10. Effect of Non-Payment of Assessments: Remedies of the Association. Regular assessments shall be due and payable in advance upon the first day of each month of each year, or as otherwise designated by the Board of Directors or the Association, whether or not a bill for such has been sent to each Owner. Any regular or special assessment not paid within thirty (30) days after the due date thereof shall bear interest from the due date at the highest rate of interest allowed by law. The association may, at its election, have and exercise any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Association.

A. To charge interest on such assessment from the date it becomes due until paid at the highest rate allowed by law, as well as impose a late charge of Ten Dollars (\$10.00) to defray additional collection costs.

B. To accelerate the entire amount of any regular or special assessment for the remainder of the assessment year, notwithstanding any provisions for the payment thereof in installments.

C. To advance on behalf of any Owner in default, the funds required to accomplish the needs of the Association, up to and including the full amount for which such Owner is liable to the Association. The amount or amounts of monies so advanced, together with interest at the highest allowable rate, from the date advanced to the date paid to the Association, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, shall thereupon be a special assessment collectable from the defaulting Owner by the Association and such advance by the Association shall not waive the default.

D. To file an action to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

E. To file an action to collect said assessments, plus interest at the highest rate allowed by law from the due date to the date paid, plus court costs and reasonable attorneys' fees, without waiving any lien rights or rights of foreclosure of the Association.

F. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas for any reason whatsoever, or by abandonment of his Lot.

SECTION 11. Budget. The Association shall assess its Members a sum sufficient to equal the annual budget adopted from year to year by the Association through its Board of Directors, and any maintenance or management company may, from time to time, be employed by the Association to prepare such annual budget. Save and except that the initial regular assessment for each Member and budget for the Association shall be set forth by Developer as an estimate of the actual cost for the operation and maintenance of the Common Areas in accordance with the terms hereof for the

first twelve (12) calendar months, commencing on the date of the initial conveyance of the Common Areas to the Association subject to the following:

A. The sum to be set forth by the Developer for the first year as an estimate of the actual cost for the operation and maintenance of the Common Areas shall be subject to readjustment as set forth hereinafter.

B. In the event the regular or special assessments are insufficient to meet the obligations of the Association or are assessed in a greater amount than is needed to meet the Association's obligations, then the Board of Directors or its authorized representative shall readjust the total amount stated to be due from each Member of the Association. The Members shall receive written notice of said increase or decrease in the regular or special assessments not less than forty-five (45) days before the increase or decrease becomes effective.

C. In the event that at the end of any budget year, the Board of Directors or its authorized representative has expended less than the total amount received from the Members, the Board of Directors shall continue to hold such sums for the use and benefit of the Association and such excess will be taken into consideration in connection with the preparation of the budget for the next, ensuing year.

D. In the event that at the end of any budget year, the Association is operating at a deficit, the Board of Directors shall (1) authorize a special assessment sufficient to eliminate the deficit, or (2) take such deficit into account in calculating annual budget and regular assessments for the next ensuing year.

SECTION 12. Capital Contribution. Upon the closing of the sale of each Lot subject to the terms and conditions of this Declaration as amended from time to time, from the Developer to a purchaser; the purchaser, as an Owner and a Member of the Association, shall deposit with the Association a sum equal to two (2) monthly installments of the regular assessment. Such sums shall be deposited into the Association's working capital fund for the purpose of initial items, non-recurring items, initial maintenance, reserves, emergency needs, capital expenses permits, licenses, all utility deposits and advance insurance premiums. Such working capital fund may be comingled with any other Association funds and may be used for such

purposes, including but not limited to those set forth in the preceding sentence, as the Board of Directors may determine to be necessary or desirable.

SECTION 13. Exempt Property. The Board of Directors of the Association shall have the right to exempt property subject to this Declaration from the regular and special assessments, charges and liens created herein if such property used, and for so long as it is used for any of the following purposes:

A. Any easement or other interest in such property dedicated to and accepted by a local public authority and devoted to public use.

B. All Common Areas, as defined herein, or other property owned by the Association.

C. All properties exempted from ad valorem taxation by the laws of the State of Florida.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling use shall be exempt from said assessments, charges or liens.

ARTICLE V

DEVELOPMENT OF SUBDIVISION

SECTION 1. Developer Rights. Until the Developer shall have completed the development and sale of all Lots and Dwellings to be constructed within the property more particularly described in Exhibit "A" attached hereto, Developer, its transferees, agents, employees, contractors and subcontractors shall have the following rights with regard to the Common Areas and all other property subject to the terms and conditions of this Declaration, as amended from time to time:

A. Use of the Common Areas. Use, occupy and demonstrate all portions of the Common Areas and the Lots owned by Developer for the purpose of promoting and aiding the sale or rental of Lots.

B. Promotion. Display and erect signs, billboards and placards and to store, keep, exhibit and distribute printed

audio and visual promotional materials in and about the Common Areas and the Lots owned by the Developer.

C. Structures. Construct and maintain on any part or parts of the property described in Exhibit "A" attached hereto owned or controlled by Developer, such structures as may be reasonably necessary for the completion of the construction, development and sale of Lots, the establishment of the residential community and the disposition of Lots by sale, lease or otherwise.

SECTION 2. Actions by Association. During any period in which the Developer holds any Lots for sale in the ordinary course of business, none of the following actions may be taken by the Association, either through its Board of Directors or the membership, without Developer's approval in writing.

A. Assessment of the Developer as a Lot Owner for capital improvements, or

B. Any action by the Association which would be detrimental to the sale of Lots by the Developer; provided, however, an increase in regular assessments without discrimination against the Developer shall not be deemed detrimental to the sale of Lots for the purposes of this Section.

As used in this Article, the words "Its transferees", specifically excludes purchaser of individual Lots.

ARTICLE VI

LOT MAINTENANCE AND EXTERIOR DWELLING MAINTENANCE

SECTION 1. Lot Maintenance. In addition to the maintenance of the Common Areas, the Association shall be responsible for the maintenance of the individual Lots within the Subdivision, including but not be limited to the following: (1) mowing; (2) edging; (3) fertilizing; (4) weeding and (5) trimming shrubbery and other vegetation upon the Lots. Notwithstanding anything to the contrary herein, the individual Lot Owner shall be responsible for the maintenance and care of any landscaping or shrubbery within enclosed, screened or fenced-in areas of his Lot.

SECTION 2. Lot Maintenance Cost. The Costs of the services set forth in Section 1 hereinabove, for which the Association is responsible, shall be shared on a prorata basis by all Owners of Lots on which a Dwelling has been constructed, and shall be a part of the regular assessment to which the Lots are subject pursuant to the provisions of Article IV hereinabove. In the event any extraordinary maintenance, repair or replacement is required as a result of the willful or negligent act of an Owner or his family, lessees, agents, servants, guests, or invitees, the Owner of the Lot requiring such maintenance, repair or replacement shall be responsible for the cost of the same and the cost of such maintenance, repair or replacement shall be a special assessment against said Lot.

SECTION 3. Exterior Dwelling Maintenance. In addition to maintenance of the Common Areas and unenclosed portions of the individual Lots, the Association shall be responsible for the maintenance of the exterior of the Dwellings within the Subdivision. The exterior Dwelling maintenance to be performed by the Association shall include but not be limited to the following: repainting, repairing, replacing and cleaning of roofs, gutters, and all exterior building surfaces, save and except for the cleaning, maintenance or repair of any glass surfaces, including but not limited to skylights, which shall be the responsibility of the individual Owners. Said exterior maintenance to be performed by the Association shall be performed as and when necessary in order to keep said Dwellings in a condition comparable to their original condition, normal wear and tear excepted.

SECTION 4. Exterior Dwelling Maintenance Cost. The actual cost of the exterior maintenance services performed on or for and attributable to an individual Dwelling, as set forth in Section 3 hereinabove, shall be a special assessment levied against the Lot upon which said Dwelling is located.

SECTION 5. Easement for Maintenance and Ingress and Egress. In conjunction with the obligation to maintain the individual Lots and the exterior of the individual Dwellings and for the purpose of providing ingress and egress thereto, Developer hereby grants to the Association, its agents, or employees an easement for ingress, egress and regress in, over and upon the open portions of all Lots for the purpose of the maintenance specified in this Article VI.

ARTICLE VII

USE RESTRICTIONS

SECTION 1. The Subdivision shall be occupied and used only as follows.

A. Residential Use. The Lots, and each and every one thereof, shall be used only for single family residential purposes; no building or structure intended for or adapted to business purposes, and no apartment house, lodging house, rooming house, hospital, sanatorium or doctor's office, or other transient dwelling shall be erected, placed, permitted, or maintained on such premises, or on any part thereof. No improvement or structure whatever, other than a first class private dwelling house, patio walls, and attached garage may be erected, placed, or maintained on any lot;

B. Occupancy. No private dwelling house erected upon any lot shall be occupied in any manner while in the course of construction, nor at any time prior to its being fully completed and made to comply with the approved plans, the reservations, and restriction herein set forth. All construction shall be completed within six months from the start thereof, provided, that the Association may extend such time when in its discretion conditons warrant such extension. No temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any Lot unless approved by the Association.

C. Businesses. No business of any kind which is obnoxious or offensive shall be conducted within the Subdivision. However, nothing contained herein shall be construed as prohibiting the Developer and its transferees from developing all of the Lots as provided herein;

D. Nuisances. No Lot shall be used in whole or in part of the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property.

E. Increase in Risks. Nothing shall be done or kept on a Lot or Dwelling or on or about the Common Areas which would increase the rate of insurance relating thereto without the prior written consent of the Association and no Owner shall permit anything to be done or kept on this Lot or Dwelling or on the Common Areas which would result in the cancellation of insurance on any Dwelling or any part of the Common Areas or which would be in violation of any law;

F. Letter and Delivery Boxes. The Association shall determine the location, color, size, design, lettering, and all other particulars of all mail or paper delivery boxes, and standards and brackets and name signs for such boxes in order that the area be strictly uniform in appearance with respect thereto;

G. Signs. No billboards or advertising signs of any character shall be erected, placed, permitted, or maintained on any Lot or improvement thereon except as herein expressly permitted. A name and address sign, the design of which shall be furnished to the Lot Owner on request by the Association, shall be permitted. No other sign of any kind or design shall be allowed. The provisions of this paragraph may be waived by the Developer, only when in his discretion the same is necessary to promote the sale of property in and the development of the subdivision. Nothing herein shall be construed to prevent the Developer from erecting, placing, or maintaining sign structures and offices as may be deemed necessary by him for the operation of the subdivision;

H. Utility Lines and Radio and Television Antennas. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead, but this restriction may be waived by Developer. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises. Any waiver or these restrictions shall not constitute a waiver as to other Lots or lines or antennas;

I. Tanks, etc. No elevated tanks of any kind shall be erected, placed, or permitted on any part of such premises, provided, that nothing herein shall prevent the Developer, its successors and assigns, from erecting, placing, or permitting the placing of tanks and other water system apparatus on such premises for the use of the water company

serving such premises. Any tanks for use in connection with any residence constructed on such premises, including tanks for the storage of fuels, must be buried or walled sufficiently to conceal them from the view from neighboring lots, road, or streets. All clotheslines, garbage cans, equipment, coolers, wood piles, or storage piles shall be walled in to conceal them from the view from neighboring lots, roads, or streets. Plans for all enclosures of this nature must be approved by the Association prior to construction;

J. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Areas; however, dogs, cats and other customarily kept house pets may be kept on Lots and in Dwellings subject to such rules and regulations as may be adopted by the Board of Directors so long as they are not kept, bred or maintained for commercial or business purposes;

K. Other Structures. No outbuilding, basement, tent, shack, garage, shed, trailer or temporary structure of any kind shall be permitted upon any Lot or upon any of the Common Areas within the subdivision either temporarily or permanently;

L. Mining. No oil drilling or development operations or refining, quarrying or mining operations of any kind shall be permitted upon any Lot or upon Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas or minerals shall be erected, maintained or permitted on any Lot or Common Area;

M. Violations. If the parties hereto, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any lot situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate the same;

N. Wells. No individual well shall be permitted on any Lot within this subdivision. No septic tank or cesspools will be permitted on any Lot within this subdivision. The requirements of this paragraph will be enforced so long as the water and sewer systems presently operating within the subdiviion are operating

satisfactorily to all governmental entities having jurisdiction, and are available for use;

O. Alteration of Common Areas. Nothing shall be altered in, constructed on or removed from the Common Areas except with the prior written consent of the Association;

P. Rules and Regulations. The Board of Directors shall have the right from time to time to promulgate such additional rules and regulations as shall be necessary to provide for the health, welfare and safety of the owners residing in the said subdivision and to prevent such nuisances as shall arise from time to time as relates to the use of the Lots and the Common Areas, as set forth in the bylaws of the Association, so long as such rules and regulations are not contrary to the provisions contained herein.

ARTICLE VIII

ARCHITECTURAL CONTROL

SECTION 1. In order to preserve the value and appearance of the property subject to the terms and conditions of this Declaration as amended from time to time, no improvements or structure of any kind, including, without limitation, any building, wall, fence or screen enclosure, shall be erected, placed or maintained on any portion of said property; no landscaping or planting shall be commenced or maintained upon any portion of said property; and no addition, alteration, modification or change to any such improvement, structure, landscaping or planting shall be made without the prior written approval of the Architectural Control Committee, which approval shall not be unreasonably withheld, excluding only buildings and other structures and improvements constructed, installed or placed by or with the approval of the Developer; landscaping and plantings by or with the approval of the Developer and additions, alterations, modifications and changes to any of the foregoing by or with approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Architectural Control Committee.

SECTION 2. In order to obtain the approval of the Architectural Control Committee, two (2) complete sets of

plans and specifications for the proposed construction and landscaping shall be submitted to the Architectural Control Committee for its review. Such plans and specifications shall include as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Architectural Control Committee may also require the submission of additional information and materials as may be reasonably necessary for it to evaluate the proposed construction, landscaping or alteration. The Architectural Control Committee shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Architectural Control Committee shall not be responsible for reviewing, nor shall its approval of any plans and specifications be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building codes or other governmental regulations.

SECTION 3. The Architectural Control Committee shall have the right to refuse to approve any proposed plans or specifications which, it reasonably determines, are not suitable or desirable. Any and all approvals or disapprovals of the Architectural Control Committee shall be in writing and shall be sent to the Board of Directors of the Association and the respective Lot Owner. In the event the Architectural Control Committee fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after submission to the Architectural Control Committee of such plans and specifications and any and all other reasonably requested information and materials related thereto, then said plans and specifications shall be deemed to have been approved by the Architectural Control Committee and the appropriate written approval shall be delivered to the Owner forthwith.

SECTION 4. The Architectural Control Committee shall consist of such three (3) persons as the Developer, in its sole discretion, shall appoint until such time as the Developer no longer owns any Lot subject to the terms and conditions of this Declaration as amended from time to time. Thereafter, the Architectural Control Committee shall consist of three (3) Members of the Association who shall be elected by a majority of the Board of Directors.

SECTION 5. The Architectural Control Committee shall promulgate such further rules and regulations as it deems necessary and shall adopt a schedule of reasonable fees for the processing of applications to the Architectural Control Committee.

SECTION 6. Damage and Destruction of Residences; Approval of Structural Variances. Any Owner who has suffered damage to his Dwelling by reason of fire or any other casualty may apply to the Architectural Control Committee to reconstruct, rebuild or repair his Dwelling in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by the Owner, together with full and complete plans, specifications, working drawings and elevations showing the proposed reconstruction and the end result thereof prepared by an architect certified to do business in the State of Florida. The Architectural Control Committee shall grant approval only if the design proposed by the Owner shall result in a finished Dwelling of exterior design harmonious with the other Dwellings or Lots subject to the terms and conditions of this Declaration as amended from time to time.

ARTICLE IX

OWNERS' OBLIGATION TO REPAIR

Each Owner shall, at his sole cost and expense, repair the interior of his Dwelling, keeping the same in a condition comparable to the condition of such Dwelling at the time of its initial construction, excepting only normal wear and tear.

ARTICLE X

OWNERS' OBLIGATION TO REBUILD

If all or any portion of a dwelling is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such Dwelling in a manner which will substantially restore it to its appearance and its condition

immediately prior to the casualty. Notwithstanding anything to the contrary contained herein, it shall be the obligation of the Owner of each Lot to obtain casualty, liability and flood insurance, as applicable, covering the Lot and all improvements constructed thereon.

ARTICLE XI

PARKING RESTRICTIONS

SECTION 1. Vehicles. No commercial vehicles; for-hire vehicles; construction, farm, or like equipment; ambulances; buses; vans other than conversion vans; trucks; trailers; semi-trailers; truck-tractor and semi-trailer combinations; mobile homes; recreational vehicles, including, but not limited to travel trailers, camping trailers, truck campers, and motor homes; off road vehicles except golf carts shall be permitted on any Lot or on the Common Areas.

SECTION 2. Parking. No Owner shall repair or restore any permitted vehicle on any Lot or on the Common Areas, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. Minor maintenance of a private passenger vehicle shall be allowed in the Owner's garage provided such vehicle does not remain inoperable for more than forty-eight (48) hours. No Owner shall park a vehicle in such a manner that the vehicle obstructs or interferes with access to any garage. No vehicle shall be parked on the road; every permitted vehicle shall be parked either in the garage or on the driveway.

SECTION 3. Maintenance and Use of Garages. Each Owner covenants for himself, and his heirs, successors and assigns as follows:

(1) That the garage of which the Owner has exclusive use, by virtue of ownership thereof or an exclusive easement to use the same (hereinafter referred to as the "Garage"), shall be used solely for the parking of an operable automobile and for the storage of household items;

(2) The Garage shall not be used, or items kept therein, so as to interfere with the use thereof of the parking of an automobile or so as to constitute a nuisance, or otherwise so as to constitute a health or safety or other

hazard, to, or interfere with, the ownership, use, possession or enjoyment of the structure of which it is a part or of the adjoining residences;

(3) The Garage shall be maintained in a clean and orderly condition and without limitation, no exposed or uncontained junk, trash, garbage, or other refuse shall be kept in the garage, and no rags, paint, chemicals, gasoline, bottled gas or other flammable, explosive, corrosive or poisonous substances shall be stored therein, or any item whatsoever which might cause an increase in risk under, or insurance covering the Garage, the structure of which it is a part, or the adjoining residences;

(4) Without limitation, no mechanical work shall be performed on any vehicle, and no machines, tools or equipment shall be used, or other activity performed, in the Garage which might create obnoxious or explosive fumes, cause noise, or otherwise disturb, or jeopardize the safety or, any persons occupying the structure of which the Garage is a part, and no automobile or other engines shall be operated therein except to move a vehicle in or out thereof; and

(5) No use shall be made of the Garage which shall conflict with the rules and regulations in respect thereof which shall be promulgated from time to time by the Association.

Each garage occupant further covenants for himself, and his heirs, successors and assigns that he will, at his sole expense maintain in good, safe, and sound condition and repair all doors and doorways leading into the garage (including jambs, frames, trim and hardware), all interior surfaces of the walls, ceiling and floor of the garage, and all light fixtures, automatic garage door openers, electrical outlets, and other fixtures serving the garage.

SECTION 4. Garages. No garage or other outbuilding shall be placed, erected, or maintained upon any part of such premises except for use in connection with a residence already constructed or under construction at the time that such garage or other outbuilding is placed or erected upon the property. Nothing herein shall be construed to prevent the incorporation and construction of a garage as a part of such dwelling house.

ARTICLE XII

PARTY WALLS

SECTION 1. General Rules of Law to Apply. Each wall or extension thereof which is built as part of the original construction within the contiguous Dwellings and placed on the dividing line between the Dwellings shall constitute a party wall, and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omission shall apply thereto.

SECTION 2. Sharing Maintenance and Repair. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

SECTION 3. Destruction By Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owner(s) to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution to Run with the Land. The right of any Owner to contribution from any other Owner, under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XIII

COMMON ROOF

SECTION 1. General Rules of Law to Apply. Each roof built as a part of the original construction as a part of the contiguous Dwellings shall constitute a common roof as to the Dwellings using said roof and to the extent not inconsistent with the provisions of this Article, the general rules of law regarding common roofs and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

SECTION 2. Sharing Maintenance and Repair. The cost of reasonable repair and maintenance of a common roof shall be shared by the Owners who make use of the roof in proportion to such use.

SECTION 3. Destruction by Fire or Other Casualty. If a common roof is destroyed or damaged by fire or other casualty, any Owner who makes use of the roof shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

SECTION 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner, who by his negligent or willful act causes a common roof or Dwelling making use thereof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

SECTION 5. Right to Contribution to Run with the Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

SECTION 6. Arbitration. In the event of any dispute arising concerning a common roof, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE XIV

CONDEMNATION

SECTION 1. Proceedings. The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements and agreements with any condemning authority for the acquisition of the Common Areas or any part thereof. All Owners hereby irrevocably appoint the Association as their agent to represent them in such matters, provided, however, that this appointment shall not prevent any Owner from intervening in or appearing as an interested party in any condemnation proceedings.

SECTION 2. Awards or Proceeds. In the event of the taking or acquisition of all or a part of the Common Areas by a condemning authority, the condemnation awards or proceeds of settlement shall be payable to the Association, for the use and benefit of the Owners and their mortgagees, as their interests may appear, subject to direction by any Court having jurisdiction over the condemnation.

ARTICLE XV

RECONSTRUCTION OR REPAIR AFTER CASUALTY

SECTION 1. Insurance Proceeds. In the event loss or damage occurs to improvements or any portion of the Common Areas or the improvements thereon, payment under any and all insurance policies shall be made to the Board of Directors of the Association, as Escrow Agent, and the proceeds shall be expended or disbursed as follows:

A. In the event the insurance proceeds are sufficient to rebuild and reconstruct all the damaged improvements within the Common Areas, and provided all institutional mortgagees holding mortgages encumbering the Common Areas, if any, agree in writing, the improvements shall be completely repaired and restored.

B. In the event the insurance proceeds are not sufficient to repair and replace all of the improvements within the Common Areas, a meeting of the membership of the Association shall be held to determine whether a uniform special assessment shall be levied against each Lot and the

Owners thereof to obtain the necessary funds to repair and restore all of the improvements within the Common Areas.

(1) If a majority of the Owners vote in favor of a special assessment, the Association shall immediately levy and collect such assessment. The funds necessary to meet any deductible amount under an insurance policy against which a claim is made shall be included as a part of such special assessment.

(2) In the event a majority of the Owners are opposed to the special assessment, the insurance proceeds shall be used to repair and reconstruct as many and such of the improvements on the Common Areas that the Board of Directors of the Association, in its sole and absolute discretion, shall determine, provided, however, that in any event all Lots and the Owners shall be subject to a uniform special assessment in the amount necessary to meet any deductible under an insurance policy against which a claim is made, and that the insurance proceeds shall be used first to reconstruct and repair any and all damage to roads constructed within the Common Areas.

C. If there is a balance remaining of the insurance proceeds after payment of the costs of reconstruction and repair of the improvements located within the Common Areas, such balance shall not be disbursed to the Members.

D. Nothing contained herein shall be interpreted or construed to prevent creation of and contributions to reserve accounts for repair and replacement of any or all improvements located within the Common Areas, nor to prohibit the use of the funds in such accounts for repair or replacement in the event insurance proceeds are insufficient to cover the cost thereof.

E. Under all circumstances, the Board of Directors of the Association shall have the sole authority to act as the agent of all Owners for the purpose of compromising or settling insurance claims for loss or damage to the improvements located within the Common Areas, subject only to the approval of any mortgagee of the premises damaged.

SECTION 2. Repair or Reconstruction.

A. Immediately after a determination is made to reconstruct or repair damage to improvements located within the Common Areas, the Board of Directors shall obtain

detailed estimates of the reconstruction or repair from one or more reliable licensed contractors.

B. In the event the Association shall enter into a construction agreement with a contractor, who shall be required to post a performance bond, the Board of Directors of the Association, as Escrow Agent, shall disburse the insurance proceeds and other funds collected pursuant to this Article XV in accordance with the construction agreement.

C. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, subject to appropriate governmental approvals and permitting requirements, or if not, then according to plans and specifications approved by a majority of the Members of the Association, which approval by the Members shall not be unreasonably withheld.

ARTICLE XVI

ANNEXATION

SECTION 1. The Developer hereby expressly reserves the right to subject other real property to this Declaration and the covenants, conditions, restrictions, easements, reservations, assessments, terms and provisions set forth herein, in order to extend the scheme of this Declaration to other real property to be developed as additional phases of LAKE HERON, and thereby to bring such real property within the jurisdiction of the Association. Anything else in this Declaration, the Articles of Incorporation or Bylaws of the Association to the contrary notwithstanding, Developer shall not be obligated to add real property to LAKE HERON, but the Developer shall have the right to add real property to LAKE HERON as herein provided. The additions herein authorized shall be made by filing of record one or more supplementary declarations with respect to the real property to be then subjected to this Declaration and which shall extend the jurisdiction of the Association and the undivided interest in all Common Areas to the Owners of Lots in the additional property, and thereby subject the Lots in such additions to Common Area easements and assessments for their just share of the Association expenses. Any and all such additional Common Areas added shall become the responsibility of the Association and assessments for maintenance of same shall

apply to all Lots and other Residential Property, unless otherwise expressly provided.

SECTION 2. In the event other real property is submitted to the terms and conditions of this Declaration, such submission shall be evidenced by an amendment to this Declaration recorded in the Public Records in Pasco County, Florida. In the event any real property is conveyed to the Association, such conveyance shall be evidenced by a Quit Claim Deed from the Developer.

SECTION 3. This Declaration shall not constitute a cloud or encumbrance upon the title to any real property until such before described amendments to the Declaration and quit claim deeds are recorded in the Public Records of Pasco County, Florida.

SECTION 4. Nothing contained in this Declaration shall be construed as obligating the Developer to submit any portion or Declaration or to convey additional Common Areas to the Association.

ARTICLE XVII

GENERAL PROVISIONS

SECTION 1. Enforcement. The Association, Developer and 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, the Developer, or 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. The prevailing party in any such litigation shall be entitled to all costs thereof, including, but not limited to, reasonable attorney's fees. Any Institutional Mortgagee requesting the same shall be entitled to written notification from the Association of any default by the Owner of the mortgaged Lot or Dwelling in the performance of such Owner's obligations under this Declaration which is not cured within thirty (30) days.

SECTION 2. Severability. Invalidation of anyone of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

SECTION 3. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for an initial term of fifty (50) years from the date that the Declaration is recorded in the Public Records of Pasco County, Florida and consented to by all Owners, including the Developer if it owns any Lots, and all Institutional First Mortgagees holding mortgages on Lots subject to this Declaration. In the event that there are any Common Areas at the termination of this Declaration and/or the Association, then such Common Areas shall be owned by the Owners as tenants in common in undivided shares.

SECTION 4. Caption, Headings and Titles. Article and Section captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions of this Declaration.

SECTION 5. Amendments.

A. Subject to the limitations set forth hereinafter, this Declaration may be amended by an instrument signed by sixty-seven percent (67%) or more of all the Owners.

B. Notwithstanding the foregoing, or any provisions to the contrary herein or any provisions to the contrary in the Articles of Incorporation or Bylaws of the Association, no amendment shall be made to this Declaration or the Articles of Incorporation or Bylaws which would adversely affect the lien rights of any Institutional First Mortgagee or change the voting rights of any Association Member without the written joinder and consent of such Mortgagee or Member.

C. Amendments for correction of scrivener's error or other non-material changes may be made by Developer and, after the Turnover Date, by the Board of Directors, and in any event, without the need for consent of any Owner or Mortgagee.

D. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration may be made without the written joinder and consent of the Developer.

E. Notwithstanding anything to the contrary contained herein, no amendment to this Declaration may be made without HUD/VA approval as long as there is a Class B membership.

F. Any amendment to this Declaration must be recorded among the Public Records of Pasco County, Florida. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to developer and to all Institutional First Mortgagees requesting notice thereof.

SECTION 6. Lenders' Notices.

Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the Dwelling number and address, any mortgage holder, insurer, or guarantor shall be entitled to timely written notice of:

A. Any condemnation or casualty loss that affects either a material portion of the Dwelling or the Lot securing its mortgage.

B. Any 30 day delinquency in the payment of assessments or charges owed by the Owner of any Lot or Dwelling securing its mortgage.

C. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

D. Any proposed action that requires the consent of a specified percentage of mortgage holders.

SECTION 7. FHA/VA Approval. Notwithstanding any other provision of this Declaration, as long as there is Class B membership, the following actions require approval of FHA or VA: Annexation of Additional Properties, Dedication of Common Area, or Amendment of this Declaration.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be signed and sealed this 26th day of July, 1993.

Signed, Sealed and Delivered

LAKE HERON PARTNERSHIP

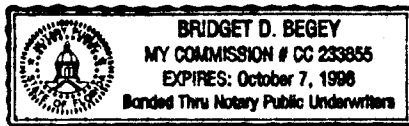
in the Presence of:

Bridget D. Begey
BRIDGET D. BEGEY
Molly R. Grimaldi
MOLLY R. GRIMALDI

By: Neal Van Dorsten
NEAL VAN DORSTEN
P. O. Box 97
Lutz, FL 33549

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 26th day of July, 1993 by Neal Van Dorsten, who is personally known to me.



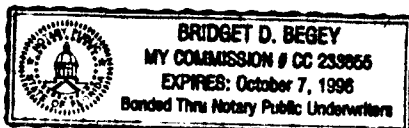
Bridget D. Begey
Notary Public

Bridget D. Begey
BRIDGET D. BEGEY
Molly R. Grimaldi
MOLLY R. GRIMALDI

By: Ronald King
RONALD KING
P. O. Box 97
Lutz, FL 33549

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 26th day of July, 1993 by Ronald King, who is personally known to me.



Bridget D. Begey
Notary Public
BRIDGET D. BEGEY

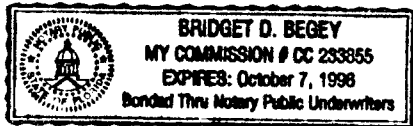
Bridget D. Begey
BRIDGET D. BEGEY
Molly R. Grimaldi
MOLLY R. GRIMALDI

By: Edward A. Phillips
EDWARD A. PHILLIPS
P. O. Box 97
Lutz, FL 33549

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me this

26th day of July, 1993 by Edward A. Phillips, who is personally known to me.



Bridget D. Begey
Notary Public
BRIDGET D. BEGEY

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, LAKE HERON HOMEOWNERS' ASSOCIATION, INC., hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations, and burdens imposed on it by this Declaration and all exhibits hereto.

IN WITNESS WHEREOF, the Association has caused this Declaration to be signed and its seal to be affixed hereto this 26th day of July, 1993.

Signed, Sealed and Delivered in the Presence of:

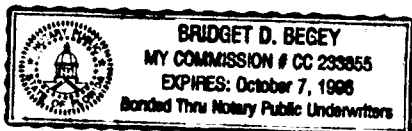
LAKE HERON HOMEOWNERS' ASSOCIATION, INC.

Bridget D. Begey
BRIDGET D. BEGEY
Mally R. Grimaldi
MALLY R. GRIMALDI

BY: Edward A. Phillips
EDWARD A. PHILLIPS,
Its President
P. O. Box 97
Lutz, FL 33549
(Corporate Seal)

State of Florida
County of Pasco

The foregoing instrument was acknowledged before me this 26th day of July, 1993, by Edward A. Phillips, who is personally known to me.



Bridget D. Begey
Notary Public
BRIDGET D. BEGEY



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 16, 1995

EDNA VAN DORSTEN
2047A OSPREY LANE
LUTZ, FL 33549

Re: Document Number N93000002604

The Amended and Restated Articles of Incorporation for LAKE HERON HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, were filed on February 13, 1995.

Should you have any questions concerning this matter, please telephone (904) 487-6050, the Amendment Filing Section.

Linda Stitt
Corporate Specialist
Division of Corporations

Letter Number: 195A00007103

Prepared by:
Michael J. Brudny, P.A.
One Urban Centre, Suite 750
Tampa, Florida 33609

FILED
95 FEB 13 AM 11:55
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

AMENDED AND RESTATED
ARTICLES OF INCORPORATION OF
LAKE HERON HOMEOWNERS' ASSOCIATION, INC.
A NOT-FOR-PROFIT FLORIDA CORPORATION

In compliance with the requirements of the Florida Statutes, the undersigned has executed these Amended and Restated Articles of Incorporation for the purpose of superseding and replacing the original.

ARTICLE I
Name of Corporation

The name of this corporation is: LAKE HERON HOMEOWNERS' ASSOCIATION, INC. ("Association").

ARTICLE II
Principal Office

The principal office of the Corporation is located at 2047A Osprey Lane, Lutz, Florida 33549.

ARTICLE III
Purpose

This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas and Lots of LAKE HERON (as defined in the AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS for LAKE HERON referred to hereinafter as the

"Declaration") and to provide, according to the provisions of the Declaration, and within that certain property as shown and described in Exhibit "A" hereto, to the extent that such property is the subject of a plat to be recorded among the public records of Pasco County, Florida, and is made subject to the terms of the Declaration, for the promotion of the health, safety, and welfare of the residents within the above-described subdivision, and any additions thereto as may hereafter be subject to the terms and conditions of the Declaration, and in furtherance of these purposes, to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as though set forth in its entirety herein;

B. To make, establish and enforce rules and regulations governing the use of the Common Areas;

C. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of said Declaration; to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against any property of the Association, and, to use and expend the proceeds of regular and special assessments in the exercise of its powers and duties hereunder;

D. 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;

E. Borrow money, and with the assent of seventy-five percent (75%) of those voting in each Class of Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

F. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be provided in the Declaration;

G. Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided, however, that any such merger or consolidation shall have the assent of seventy-five percent (75%) of those voting in each Class of Members. Additional property within the real property more particularly described in Exhibit "A" to the Declaration may be submitted, in whole or in part, to the provisions of the Declaration by the Developer and/or additional Common Areas within the land described in said Exhibit "A" may be conveyed to the Association by the Developer, at any time within fifteen years of the date of recording of the Declaration in the Public Records of Pasco County, all without joinder or consent of the members of the Association.

H. Enforce by legal means the obligations of the Members of the Association and the provisions of the Declaration.

I. Have and exercise any and all lawful business for which corporations may be incorporated under the Laws of the United States and the State of Florida.

J. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by regular and special assessments against Members as provided in the Declaration and no part of any net earnings of the Association will inure to the benefit of any Member.

ARTICLE IV Members

Every person or entity who is a record Owner of a fee or undivided fee interest in any Residential Lot which is subject to the terms and conditions of the Declaration, as amended from time to time, shall be a Member of the Association. The foregoing is

not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Transfers of membership in the Association shall be made on the books of the corporation and shall be established by recording among the Public Records of Pasco County, Florida, a deed or other instrument establishing or transferring fee simple title to a Lot subject to the terms and conditions of the Declaration, as amended from time to time. Thereupon, the transferor's membership in the Association shall automatically terminate.

ARTICLE V
Duration

The period of duration of this Association shall be perpetual.

ARTICLE VI
Incorporator

The name and address of the incorporator is:

Edna Van Dorsten
2047A Osprey Lane
Lutz, Florida 33549

ARTICLE VII
Directors

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons who shall be Members of the Association except as provided below. The first Board of Directors shall have three (3) members, and in the future that number will be determined from time to time in accordance with the provisions of the By-laws.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

Neal Van Dorsten
2047A Osprey Lane
Lutz, Florida 33549

Edna Van Dorsten
2047A Osprey Lane
Lutz, Florida 33549,

and a third person to be appointed by the existing board members.

The first members of the Board, who shall be appointed by the Developer and need not be Members of the Association, shall be the Board of Directors of the Association until the possible addition of a member by the appointment of a lot owner, and the Turnover Date more particularly described in the Declaration. Thereafter, the Association Members shall elect Board members in accordance with the provisions of the By-laws.

ARTICLE VIII Officers

The officers of this Association shall be a President and a Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer and such other officers as the Board may from time to time by resolution determine. The election of officers shall take place at the first meeting of the Board of Directors which shall follow each annual meeting of the Members. The names of the officers who are to serve until the first election or appointments are:

Edna Van Dorsten, President, Treasurer
Neal Van Dorsten, Vice-President, Secretary

ARTICLE IX
Liability

No officer, Director or Member of the Association shall be or become personally liable for any debt or other obligation of this corporation except as provided in the Declaration, these Articles of Incorporation, and the Bylaws of the Association.

ARTICLE X
Indemnification

Every Director and officer of the Association, and every Member of the Association serving the Association at its request, 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 party or in which he may become involved by reason of his being or having been a Director or officer of the Association or by reason of his serving or having served the Association at its request, whether or not he is a Director or officer or is serving at the time the expenses or liabilities are incurred; provided that in the event of a settlement before entry of judgment, and also when the person concerned is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification shall apply only when the Board of Directors approves the settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which that person may be entitled.

ARTICLE XI
By-laws

The By-laws of the Association may be made, altered or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of seventy-five (75%) of the voting members of each Class of Members existing at the time of such meeting, except that the initial By-laws of the Association shall be made and adopted by the Board of Directors.

ARTICLE XII
Voting Rights

SECTION 1. Voting Classes. The Association shall have two (2) classes of voting membership. When more than one person holds an interest in any Lot, all such persons shall be Members, and shall enjoy full membership rights, privileges and obligations. The vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot, and the vote may not be divided among the Owners of any Lot. The Board of Directors may require a voting certificate to be executed where a lot is owned by more than one person or by a corporation or other legal entity.

CLASS A: Class A Members shall be all Owners of Lots located within the Subdivision (except the Developer) who shall be entitled to one (1) vote for each Residential Lot owned.

CLASS B: Class B Members shall be the Developer (as defined in the Declaration), and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first (the "Turnover Date"):

1. When seventy five percent (75%) of the total number of Lots or Dwellings located on the property described in Exhibit "A", and which are intended by the Developer to be subject to the jurisdiction of this Association, are deeded to Owners; or
2. On January 1, 2003; or
3. At any time the Developer shall elect, in its sole discretion, to convert the Class B memberships held by it to Class A memberships.

SECTION 2. Developer Voting Rights. Notwithstanding the provisions contained herein with regard to the conversion of Class B membership to Class A membership:

A. Until the Turnover Date described above, the Class B membership shall have the right of veto on all questions coming before the membership which affect the interests of the Developer; and

B. Upon the Turnover Date, the Developer shall become a Class A member with regard to each Lot owned by the Developer, and shall be entitled to one (1) vote for each such Lot on all questions coming before the membership for a vote thereon.

ARTICLE XIII
Termination

The Association may be dissolved with the assent given in writing and signed by the holders of not less than seventy-five percent (75%) of the total number of votes outstanding in each Class of membership, and the necessary consent of the lenders. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public or private agency to be used for the purposes similar to those for which this Association was created. In the event such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, or distributed to the Members as appurtenances (if real property or any interest therein) to the Members' Lots, subject to any and all applicable liens and encumbrances and restrictions of record.

ARTICLE XIV
Amendment

Proposals for the alteration or amendment of these Articles of Incorporation may be made by any of the following methods:

A. The following process:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual or a special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected hereby shall be given to each Member within the time and in the manner provided in the By-laws for the giving of notice of meetings of Members.

3. At such meeting, a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of seventy-five percent (75%) of the persons voting in each Class of membership. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

B. The Members may amend these Articles by an affirmative vote of seventy-five percent (75%) of the persons voting in each Class of membership, at a meeting for which the required notice of the meeting and the proposed amendment has been given pursuant to a Petition of 10% of the members, without action by the Board; or

C. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

No amendment may be made to the Articles which is inconsistent with the terms, conditions, provisions, rights and obligations set forth in the Declaration.

A copy of each amendment shall be filed with the Secretary of State of the State of Florida.

Notwithstanding the foregoing provisions of this Article XIV, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including but not limited to the right to designate and select the Directors as provided in Article VII hereof, without the prior written consent thereof by Developer nor shall there be any amendment to these Articles which shall abridge, alter or modify the rights of any Institutional Mortgagees.

ARTICLE XV

This corporation is organized under a non-stock basis.

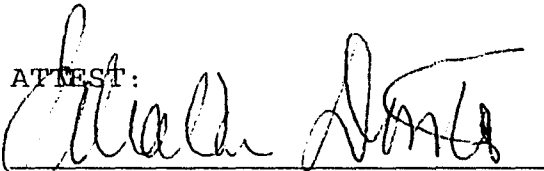
ARTICLE XVI
Registered Agent


The street address of the initial registered office of the corporation shall be: 2047A Osprey Lane, Lutz, Florida 33549 and the name of the initial registered agent at such address is Edna Van Dorsten.

CERTIFICATE OF ADOPTION

This is to certify that these Amended and Restated Articles of Incorporation were adopted by the required percentage vote of the membership of the corporation at a special meeting held January 28, 1995.

ATTEST:



Edna Van Dorsten,
Secretary


Neal Van Dorsten,
President

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF PASCO

Neal Van Dorsten and Edna Van Dorsten, who personally appeared before me this 28th day of February, 1995, and who acknowledged that they executed the foregoing Amended and Restated Articles for the purposes set forth therein. They are personally known to me and did not take an oath.


Notary Public Carol Reventas
State of Florida

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. FEB. 26, 1996
BONDED THROUGH GENERAL INS. UND.

Prepared by & Return to:
Lake Heron Partnership
P.O. Box 94
Lutz, FL 33549

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9005700000
FILED
CLERK

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AMENDMENT TO
DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE HERON

THIS AMENDMENT to the Declaration of Easements, Covenants, conditions and Restrictions, made this 29 day of November, 1993, by LAKE HERON PARTNERSHIP, a partnership organized and existing under the laws of the State of Florida (the Declarant) and the Individuals whose names and signatures appear at the end hereof

WITNESSETH:

WHEREAS, Declarant caused to be recorded in O.R. Book 3182, at Page 1985 through Page 2025, of the public records of Pasco County, Florida on August 9, 1993, a Declaration of Easements, Covenants, Conditions and Restrictions, dated July 26, 1993, and

WHEREAS, said covenants, conditions and restrictions provided in Article XVII, Section 5, for amendments thereto, and

WHEREAS, Declarant and Individuals are the owners or prospective purchasers of the property provided for in Article XVII, Section 5, and

WHEREAS, Declarant and Individuals now desire to amend said Declaration of Easements, Covenants, Conditions and Restrictions ,

NOW, THEREFORE, the Declarant and Individuals declare that the Declaration of Covenants, Conditions and Restrictions described above are hereby amended as follows:

1. Article VI, Section 4, of said Declaration shall be deleted and the following shall be inserted in its place:

SECTION 4. Exterior Dwelling Maintenance Cost. The cost of the services set forth in Section 3 hereinabove, for which the Association is responsible, shall be shared on a

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court, Pasco County
Jed Pittman

DR 3240P0386

prorata basis by all Owners of Lots on which a Dwelling has been constructed, and shall be a part of the regular assessment to which the Lots are subject pursuant to the provisions of Article IV hereinabove. In the event any extraordinary maintenance, repair or replacement is required as a result of the willful or negligent act of an Owner or his family, lessees, agents, servants, guests, or invitees, the Owner of the Lot requiring such maintenance, repair or replacement shall be responsible for the cost of the same and the cost of such maintenance, repair or replacement shall be a special assessment against such Lot.

IN WITNESS WHEREOF, the Declarant and Individuals have executed this Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions for Lake Heron this 29 day of November, 1993.

Witnesses:

LAKE HERON PARTNERSHIP

Edna Van Dorsten

Neal Van Dorsten

Print Name: EDNA VAN DORSTEN

By: NEAL VAN DORSTEN

Karen A. Arsenault

P.O. BOX 94
Lutz, FL 33549

Print Name: Karen A. Arsenault

Individual Prospective Purchasers:

Hilary J. Buhl

Hilary J. Buhl

Roger I. Overholser

Roger I. Overholser

Janet M. Overholser

Janet M. Overholser

Robert H. Pinson

Robert H. Pinson

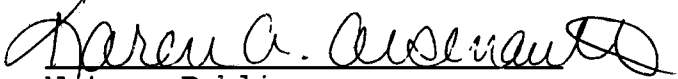
Rudy Nates

Rudy Nates

OR 3240P0387

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 29th day of November, 1993, by Neal Van Dorsten, Hilary J. Buhl, Rogert I. Overholser, Janet M. Overholser, Robert H. Pinson and Rudy Nales, who have produced drivers' licenses as identification.


Notary Public



OR 3240P0388

Prepared By:
Michael J. Brudny, Esq.
4830 W. Kennedy Boulevard, Suite 750
Tampa, Florida 33609



Rcpt: 23427 Rec: 15.00
DS: 0.00 IT: 0.00
08/25/95 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
08/25/95 04:42pm 1 of 3
OR BK 3465 PG 1442

R

RETURN TO:
VANDORSTEN CORPORATION, INC.
P.O. BOX 94
LUTZ, FLORIDA 33549

**AMENDMENT TO AMENDED AND RESTATED DECLARATION
FOR LAKE HERON
(Adding Additional Phases)**

WHEREAS, LAKE HERON PARTNERSHIP, as Developer and Declarant, recorded a Declaration of Easements, Covenants, Conditions and Restriction for Lake Heron ("the Declaration") at Official Record Book 3182, page 1985 of the Pasco County public records submitting Lake Heron Phase I, according to the plat recorded at Plat Book 30, page 141-142 of the Public Records of Pasco County, Florida to the terms of the Declaration; and

Whereas, amendments to the Declaration were made, including a number of amendments incorporated into the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded at Official Records Book 3392, Page 13-55 of the Public Records of Pasco County, Florida; and

Whereas, pursuant to the Amended and Restated Declaration, and Article XVII, Section 5 of such document, the Developer, which is now Van Dorsten Corporation, reserved the right to amend the Declaration in order to add additional phases to Lake Heron;

NOW, THEREFORE, Van Dorsten Corporation, as Developer, hereby amends the Amended and Restated Declaration as follows:

1. The property described on Exhibit "A" hereto, which is incorporated herein by referenced and is known as Phases Three "A" (3A), Four "A" (4A) and Five "A" (5A) of Lake Heron, is hereby made subject to all of the terms and conditions of the Amended and Restated Declaration referred to above. These new phases consist of 19 lots and are about to be platted in the Public Records of Pasco County.

Lake Heron Phases 3A, 4A and 5A

A portion of Section 36, Township 26 South, Range 18 east, Pasco County, Florida being more particularly described as follows:

Begin at the northwest corner of lot 8, block 4, Lake Heron Phase Two, as recorded in Plat Book 31, pages 113 and 114, of the public records of Pasco County, Florida; thence N. $06^{\circ}05'13''$ E., 277.92 feet along the east boundary line of Lake Heron Phase One, as recorded in plat book 30, pages 141 and 142, of the public records of said county; thence N. $80^{\circ}33'54''$ E., 287.01 feet to the beginning of a curve concave to the west having a radius of 605.00 feet; thence southeasterly along said curve 58.72 feet through a central angle of $06^{\circ}30'30''$ (chord bears S. $12^{\circ}04'41''$ E., 88.69 feet); thence N. $81^{\circ}10'34''$ E., 129.82 feet; thence S. $03^{\circ}54'14''$ W., 331.21 feet; thence S. $89^{\circ}53'24''$ E., 10.30 feet; thence S. $00^{\circ}08'38''$ W., 144.00 feet to the boundary line of said Lake Heron Phase Two; thence along the boundary line of said Lake Heron Phase Two the following eight (8) courses and three (3) curves: N. $89^{\circ}53'24''$ W., 167.96 feet to a point on a non-tangent curve concave to the northwest having a radius of 484.00 feet; thence northeasterly along said curve 99.13 feet through a central angle of $11^{\circ}44'04''$ (chord bears N. $18^{\circ}00'07''$ E., 98.95 feet) to a reverse curve concave to the southeast having a radius of 20.00 feet; thence northeasterly along said curve 27.22 feet through a central angle of $77^{\circ}58'31''$ (chord bears N. $51^{\circ}07'20''$ E., 25.17 feet); thence S. $89^{\circ}53'24''$ E., 20.23 feet; thence N. $00^{\circ}06'38''$ E., 34.00 feet; thence N. $89^{\circ}53'24''$ W., 10.00 feet to the beginning of a curve concave to the northeast having a radius of 20.00 feet; thence northwesterly along said curve 33.10 feet through a central angle of $94^{\circ}49'08''$ (chord bears N. $42^{\circ}28'50''$ W., 29.45 feet); thence N. $04^{\circ}55'44''$ E. 6.96 feet; thence N. $85^{\circ}04'16''$ W., 34.00 feet; thence S. $04^{\circ}55'44''$ W., 10.01 feet; thence N. $82^{\circ}12'26''$ W., 263.93 feet to the point of beginning.

Containing 3.44 acres more or less.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the

Declaration to be executed this 21st day of August, 1995.

Signed, Sealed and Delivered
in the Presence of:

VAN DORSTEN CORPORATION

Rene Hedman

Edna Van Dorsten

Signature
Rene Hedman

Edna Van Dorsten, President

Printed Name of Witness

Patti Merritt

Signature

PATTI MERRITT

Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 21st day of August, 1995 by Edna Van Dorsten, as President of Van Dorsten Corporation, who is personally known to me or produced _____ as identification, and did not take an oath.



PATTI D MERRITT
My Commission CC-
Expires May. 18, 1999
Bonded by ANB
800-852-5878

Patti D. Merritt

Notary Public

PATTI D MERRITT

Printed Name

My Commission Expires: 5/18/99

R

Prepared by and return to:
Van Dorsten Corp., Inc.
P.O. Box 94
Lutz, FL 33549

95322387

Rspt: 38322 Rec: 15.00
DS: 0.00 IT: 0.00
11/13/95 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
11/13/95 10:42am 1 of 3
OR BK 3497 PG 19

AMENDMENT TO AMENDED AND RESTATED DECLARATION
FOR LAKE HERON
(Adding Additional Phases)

WHEREAS, LAKE HERON PARTNERSHIP, as Developer and Declarant, recorded a Declaration of Easements, Covenants, Conditions and Restrictions for Lake Heron ("the Declaration") at Official Record Book 3182, page 1985 of the Pasco County public records submitting Lake Heron Phase I, according to the plat recorded at Plat Book 30, pages 141-142 of the Public Records of Pasco County, Florida to the terms of the Declaration; and

Whereas, amendments to the Declaration were made including a number of amendments incorporated into the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded at Official Records Book 3392 page 13 of the Public Records of Pasco County, Florida; and

Whereas, pursuant to the Amended and Restated Declaration, and Article XVII, Section 5 of such document, the Developer, which is now Van Dorsten Corporation, reserved the right to amend the Declaration in order to add additional phases to Lake Heron;

NOW, THEREFORE, Van Dorsten Corporation, as Developer, hereby amends the Amended and Restated Declaration as follows:

1. The property described on Exhibit 'A' hereto, which is incorporated herein by reference and is known as Phases Three B (3B), Four B (4B) & Five B (5B) of Lake Heron, is hereby made subject to all of the terms and conditions of the Amended and Restated Declaration referred to above. These new phases consist of 30 lots and are about to be platted in the Public Records of Pasco County.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 8th day of November, 1995.

Signed, Sealed and Delivered
in the Presence of:

Christine Lott
Signature

Christine Lott
Printed Name of Witness

Patti D. Merritt
Signature

Patti D Merritt
Printed Name of Witness

VAN DORSTEN CORPORATION
Edna Van Dorsten
Edna Van Dorsten, President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 8th day of November, 1995 by Edna Van Dorsten, as President of Van Dorsten Corporation, who is personally known to me and did not take an oath.

Patti D. Merritt
Notary Public



PATTI D MERRITT
My Commission CC465270
Expires May. 18, 1999
Bonded by ANB
800-852-5878

910040

DESCRIPTION: LAKE HERON PHASES THREE B, FOUR B, AND FIVE B

A portion of Section 36, Township 26 South, Range 18 East, Pasco County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of LOT 1, BLOCK 3, LAKE HERON PHASE TWO, as recorded in Plat Book 31, Pages 113 and 114, of the Public Records of said County, thence along the boundary line of said LAKE HERON PHASE TWO the following three (3) courses: N.89°59'45"W., 143.44 feet; thence S.00°06'36"W., 45.20 feet; thence N.89°53'24"W., 146.20 feet; thence N.00°06'36"E., 144.00 feet; thence N.89°53'24"W., 10.30 feet; thence N.03°54'14"E., 395.36 feet; thence S.89°59'45"E., 162.87 feet; thence S.00°00'15"W., 32.33 feet; thence S.89°59'45"E., 110.00 feet to the Westerly boundary line of CYPRESS COVE PHASE 2, as recorded in Plat Book 23, Pages 141-148 of Public Records said County; thence S.00°00'15"W., 461.20 feet along said Westerly boundary line to the POINT OF BEGINNING.

Containing 3.32 acres More or Less.

Prepared by and return to:
Lake Heron Partnership
P.O. Box-97
Lutz, FL 33549

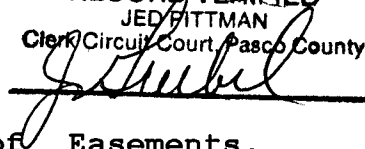
105680

9 5 17 1994

FILED
CLERK OF CIRCUIT COURT
PASCO COUNTY
FLORIDA

AMENDMENT TO
DECLARATION
OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
LAKE HERON

RECORD VERIFIED
JED PITTMAN
Clerk Circuit Court Pasco County



1700
250
1950
1790682

THIS AMENDMENT to the Declaration of Easements, Covenants, Conditions and Restrictions, made this 11th day of February, 1994, by LAKE HERON PARTNERSHIP, a partnership organized and existing under the laws of the State of Florida (the Declarant):

WITNESSETH

WHEREAS, Declarant caused to be recorded in O.R. Book 3182, at Page 1985 through Page 2025, of the Public Records of Pasco County, Florida on August 9, 1993, a Declaration of Easements, Covenants, Conditions and Restrictions, dated July 26, 1993, and

WHEREAS, Declarant caused to be recorded in O.R. Book 3240, at Page 0386 through Page 0388, of the public records of pasco County, Florida on December 30, 1993, an Amendment to Declaration of Easements, Covenants, Conditions and Restrictions For Lake Heron, dated November 29, 1993, and

WHEREAS, Declarant is owner in fee simple of certain real property in Pasco County, Florida, described as:

LAKE HERON PHASE TWO, according to the plat recorded in Plat Book ____, at pages _____ of the Public Records of Pasco County, Florida; also described as:

A portion of Section 36, Township 26 South, Range 18 East, Pasco County, Florida being more particularly described as follows:

BEGIN at the Southeast corner of LAKE HERON PHASE ONE as recorded in Plat Book 30, Pages 141 & 142 of the Public Records of said County; thence N.06deg05'13"E., 265.80 feet along the Easterly boundary line of said LAKE HERON PHASE ONE; thence S.82deg12'26"E., 263.93 feet; thence N.04deg55'44"E., 10.01 feet; thence S.85deg04'16"E., 34.00 feet; thence S.04deg55'44"W. 6.96 feet beginning of a curve concave to the Northeast having a radius of 20.00 feet;

OR 3257^P0785

thence Southeasterly 33.10 feet along said curve through a central angle of 94deg49'08" (chord bears S.42deg28'50"E., 29.45 feet); thence S.89deg53'24"E., 10.00 feet; thence S.00deg06'36"W., 34.00 feet; thence N.89deg53'24"W., 20.23 feet to the beginning of a curve concave to the Southeast having a radius of 20.00 feet; thence Southwesterly 27.22 feet along said curve through a central angle of 77deg58'31" (chord bears S.51deg07'20"W., 25.17 feet) to the point of reverse curvature with a curve concave to the Northwest having a radius of 484.00 feet; thence Southwesterly 99.13 feet along said curve through a central angle of 11deg44'04" (chord bears S.18deg00'07"W., 98.95 feet); thence non-tangent to said curve S.89deg53'24"E., 314.16 feet; thence N.00deg06'36"E., 45.20 feet; thence S.89deg59'45"E., 143.44 feet to a point on the Westerly boundary line of CYPRESS COVE PHASE TWO as recorded in Plat Book 23, Pages 141 through 148 of the Public Records of said County, thence S.00deg00'15"W., 415.51 feet along said Westerly boundary line to the Northerly right-of-way line of LAKE FLOYD DRIVE as recorded on the Plat of CYPRESS COVE PHASE FOUR (Plat Book 30, Pages 42 & 43) said right-of-way line being a non-tangent curve concave to the Northwest having a radius of 200.00 feet; thence Southwesterly 85.39 feet along said curve through a central angle at 24deg27'43" (chord bears S.77deg52'45"W., 84.74 feet); thence N.89deg53'24"W., 382.08 feet along said Northerly boundary line to the point of cusp with a curve concave to the Northwest having a radius of 20.00 feet; thence Northeasterly 12.87 feet along said curve through a central angle of 36deg52'12" (chord bears N.18deg32'42"E., 12.65 feet); thence N.00deg06'36"E., 52.00 feet to the beginning of a curve concave to the West having a radius of 419.02 feet; thence Northwesterly 174.03 feet along said curve through a central angle of 23deg47'48" (chord bears N.11deg47'18"W., 172.78 feet) to the point of reverse curvature with the curve concave to the Northeast having a radius of 234.00 feet; thence Northwesterly 15.77 feet along said curve through a central angle of 03deg51';37" (chord bears N.16deg42'31"W., 15.76 feet); thence S.73deg12'08"W., 60.34 feet; thence N.74deg53'57"W., 76.71 feet; thence N.55deg37'11"W., 131.37 feet to the POINT OF BEGINNING.

WHEREAS, said Declaration of Easements, Covenants, Conditions and Restrictions provides in Article XVI, Section 1 that Declarant may subject other real property to be developed as additional phases of Lake Heron to the Declaration and any subsequent Amendments of the Easements, Covenants, Conditions and Restrictions for Lake Heron, and

OR 3257^P0786

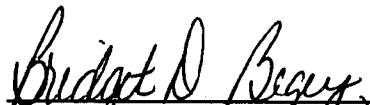
Declarant now desires to annex such other real property,


NOW, THEREFORE, the Declarant declares that the property known as Lake Heron Phase Two is annexed and made subject to the Declaration of Easements, Covenants, Conditions and Restrictions for Lake Heron and all subsequent Amendments as described above.

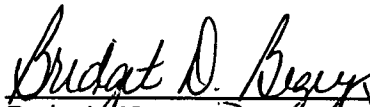
IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration of Easements, Covenants, Conditions and Restrictions for Lake Heron this 11th day of February, 1994.

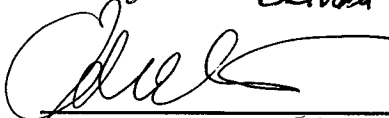
Witnesses:

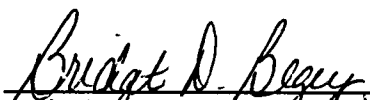

Print Name: Edna Van Dorsten


Print Name: BRIDGET D. BEAGY


Print Name: Edna Van Dorsten

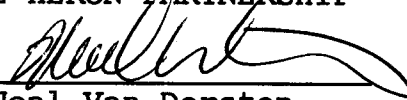

Print Name: BRIDGET D. BEAGY

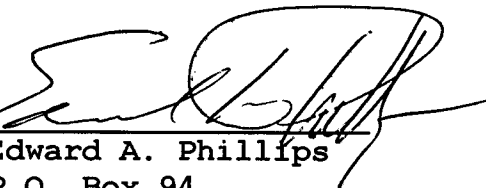

Print Name: Edna Van Dorsten



Print Name: BRIDGET D. BEAGY

DECLARANT:

LAKE HERON PARTNERSHIP

By: 
Neal Van Dorsten
P.O. Box 94
Lutz, FL 33549

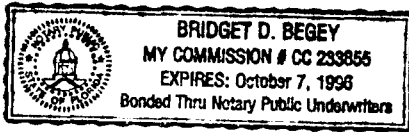
By: 
Edward A. Phillips
P.O. Box 94
Lutz, FL 33549

By: 
Ron King
P.O. Box 94
Lutz, FL 33549

OR 3257^P0787

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this
11th day of February, 1993, by Neal Van Dorsten, Edward A.
Phillips and Ron King, who have produced driver's licenses
as identification.



Bridget D. Begey
Notary Public
BRIDGET D. BEGEY

RECORDED FEB 11 1993
FEB 11 1993
RECORDS & DEPT. OF REVENUE
TAXES
TOTAL 19.00
CHECK # 1045
CRANCO 01-11-93 A T PAID: 19.00

OR 3257P0788



96095680

Prepared by and return to:
Van Dorsten Corp., Inc.
P.O. Box 97
Lutz, FL 33548

Rept: 100550 Rec: 15.00
DS: 0.00 IT: 0.00
09/12/96 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
09/12/96 12:22pm 1 of 3
OR BK 3629 PG 1523

AMENDMENT TO AMENDED AND RESTATED DECLARATION
FOR LAKE HERON
(Adding Additional Phases)

WHEREAS, LAKE HERON PARTNERSHIP, as Developer and Declarant, recorded a Declaration of Easements, Covenants, Conditions and Restrictions for Lake Heron ("the Declaration") at Official Record Book 3182, page 1985 of the Pasco County public records submitting Lake Heron Phase I, according to the plat recorded at Plat Book 30, pages 141-142 of the Public Records of Pasco County, Florida to the terms of the Declaration; and

Whereas, amendments to the Declaration were made, including a number of amendments incorporated into the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions recorded at Official Records Book 3392 page 13 of the Public Records of Pasco County, Florida; and

Whereas, pursuant to the Amended and Restated Declaration, and Article XVII, Section 5 of such document, the Developer, which is now Van Dorsten Corporation, reserved the right to amend the Declaration in order to add additional phases to Lake Heron;

NOW, THEREFORE, Van Dorsten Corporation, as Developer, hereby amends the Amended and Restated Declaration as follows:

1. The property described on Exhibit "A" hereto, which is incorporated herein by reference and is known as Phases Six "A", Six "B", & Seven of Lake Heron, is hereby made subject to all of the terms and conditions of the Amended and Restated Declaration referred to above. These new phases consist of 46 lots and are about to be platted in the Public Records of Pasco County.

IN WITNESS WHEREOF, the Developer has caused this Amendment to the Declaration to be executed this 10th day of September, 1996.

Signed, Sealed and Delivered
in the Presence of:

[Signature]
VAN DORSTEN CORPORATION
Edna Van Dorsten, President

Carol A. Reventas
Signature

Carol A. Reventas
Printed Name of Witness

[Signature]
Signature

Neal Van Dorsten
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 10th day of September, 1996 by Edna Van Dorsten, as President of Van Dorsten Corporation, who is personally known to me and did not take an oath.

Carol A. Reventas
Notary Public

OFFICIAL NOTARY SEAL
CAROL A REVENTAS
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO CC 44277
MY COMMISSION EXPIRES

Exhibit A

A PORTION OF SECTION 36, TOWNSHIP 26 SOUTH, RANGE 18 EAST, PASCO COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 36, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF LOT 82, CYPRESS COVE SUBDIVISION - PHASE "2", AS RECORDED IN PLAT BOOK 23, PAGES 141-148, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE BOUNDARY LINE OF SAID CYPRESS COVE SUBDIVISION - PHASE "2", THE FOLLOWING TWO (2) COURSES: S.89°59'19"E., 140.00 FEET; THENCE S.00°00'15"W., 274.35 FEET TO THE NORTHEAST CORNER OF LAKE HERON - PHASES THREE "B", FOUR "B", & FIVE "B", AS RECORDED IN PLAT BOOK 33, PAGES 56 & 57, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LAKE HERON, THE FOLLOWING THREE (3) COURSES: N.89°59'45"W., 110.00 FEET; THENCE N.00°00'15"E., 32.33 FEET; THENCE N.89°59'45"W., 162.87 FEET TO THE NORTHWEST CORNER OF SAID LAKE HERON - PHASES THREE "B", FOUR "B", FIVE "B", SAID POINT ALSO BEING THE NORTHEAST CORNER OF LAKE HERON - PHASES THREE "A", FOUR "A", FIVE "A", AS RECORDED IN PLAT BOOK 32, PAGES 133 & 134, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE S.03°54'14"W., 64.15 FEET ALONG THE WESTERLY BOUNDARY LINE OF SAID LAKE HERON - PHASES THREE "B", FOUR "B", & FIVE "B", SAID LINE ALSO BEING THE EASTERLY BOUNDARY LINE OF SAID LAKE HERON - PHASES THREE "A", FOUR "A", & FIVE "A"; THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID LAKE HERON - PHASES THREE "A", FOUR "A", & FIVE "A", THE FOLLOWING TWO (2) COURSES AND ONE (1) CURVE: S.81°10'34"W., 129.82 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 605.00 FEET; THENCE NORTHWESTERLY, 68.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°30'30" (CHORD BEARS N.12°04'41"W., 68.69 FEET); THENCE S.80°33'54"W., 267.01 FEET TO THE NORTHWEST CORNER OF SAID LAKE HERON - PHASES THREE "A", FOUR "A", & FIVE "A"; THENCE N.06°05'13"E., 13.32 FEET ALONG THE EASTERLY BOUNDARY LINE OF LAKE HERON - PHASE ONE, AS RECORDED IN PLAT BOOK 30, PAGES 141 & 142, OF THE PUBLIC RECORDS OF SAID COUNTY, TO THE NORTHEAST CORNER THEREOF; THENCE S.89°50'29"W., 634.24 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID LAKE HERON - PHASE ONE, TO THE NORTHWEST CORNER THEREOF; THENCE N.08°23'02"W., 294.45 FEET TO THE NORTHERLY BOUNDARY LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE S.89°59'19"E., 1,219.07 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

CONTAINING 8.71 ACRES, MORE OR LESS.

BY-LAWS

OF

LAKE HERON HOMEOWNERS' ASSOCIATION, INC.

A Corporation Not for Profit Under the Laws
of the State of Florida

ARTICLE I

IDENTITY

SECTION 1. These are the By-Laws of the Lake Heron Homeowners' Association, Inc., a corporation not for profit, under the laws of the State of Florida, hereinafter called "Association". The Association has been organized, among other purposes, for the purpose of administering the operation and management of the Declaration of Easements, Covenants, Conditions and Restrictions for Lake Heron, hereinafter called the "Declaration" upon the property which is legally described in Exhibit "A" attached hereto.

SECTION 2. The office of the Association shall be located at 21361 Lake Floyd Drive, Lutz, Florida, or at such place as the Board of Directors may determine, from time to time.

SECTION 3. The fiscal year of the Association shall be the calendar year.

SECTION 4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not for Profit", and the year of incorporation.

SECTION 5. For purposes of service of process, the Association shall designate a resident agent or agents, which designation may be changed from time to time, and his or their office shall be deemed an office of the Association for the purpose of service of process.

ARTICLE II

DEFINITIONS

All words, phrases, names and/or terms used by these By-Laws shall share the same meaning and be used and defined the same as they are in Florida General Corporation Act unless expressly defined otherwise in the Declaration or unless the context of these By-Laws requires a modified definition.

ARTICLE III

MEMBERSHIP, VOTING, QUORUM, PROXIES

SECTION 1. The qualification of Members, the manner of their admission to membership and termination of such membership, and voting by Members shall be as set forth in the Articles of Incorporation of the Association, the provisions of which said Articles of Incorporation are incorporated herein by reference.

SECTION 2. A quorum at Members' meeting shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.

SECTION 3. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Secretary before the appointed time of the meeting.

SECTION 4. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration, or where the same may otherwise be required by law, the affirmative vote of the Owners of a majority of the Lots represented at any duly called meeting at which a quorum is present shall be binding upon the Members.

ARTICLE IV

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

SECTION 1. The first meeting of the membership (which will be a special meeting unless the date thereof, as herein

below provided, coincides with the date of the annual meeting, also provided herein below), will be held when Declarant, as defined in the Declaration, relinquishes its control of the Association, as herein provided. Thereafter, the annual Members' meeting shall be held at the office of the Association on the same date, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the Members. If the date for the annual meeting is a legal holiday, the meeting will be held at the same hour the next following day which is not a legal holiday.

SECTION 2. Special Members' meetings shall be held whenever called by the President or Vice-President, or by a majority of the Board of Directors and must be called by such Officers upon receipt of a written request from Members of the Association owning not less than one-third (1/3) of the Lots and must be called by such Officers upon receipt of a written request from the Declarant as long as the Declarant holds for sale in the ordinary course of business any Lot in a subdivision or phase operated by the Association.

SECTION 3. Notice of all Members' meetings, regular or special, shall be given by the President or Vice-President, or Secretary of the Association, or other Officer of the Association in the absence of such Officer as to each Member, unless waived in writing; and such notice shall be written or printed and shall state the time and place and object for which the meeting is called.

Such notice shall be given to each Member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each Member within said time. If presented personally, receipt of such notice shall be signed by the Member, indicating the date on which said notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Member at his post office address as it appears on the records of the Association, the postage thereon paid. Proof of such mailing shall be given by the affidavit of the person giving the notice.

Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after

the holding of the meeting, shall be deemed equivalent of the giving of such notice to such Member.

If any Members meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required, as set forth in the Articles of Incorporation, these By-Laws, or the Declaration, the Members who are present, whether in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present.

SECTION 4. At the meetings of membership, the President shall preside, or in his absence, the Vice-President shall preside, or in the absence of both, the membership shall elect a chairman.

SECTION 5. The order of business at Annual Members' Meetings and as far as practical, at all other Members' meetings shall be as follows:

- (a) Call of the roll and certifying of proxies;
- (b) Proof of notice of meeting or waiver of notice;
- (c) Reading of Minutes;
- (d) Reports of Officers;
- (e) Reports of Committees;
- (f) Appointment by Chairman of Inspectors of election;
- (g) Election of Directors;
- (h) Unfinished business;
- (i) New business;
- (j) Adjournment.

SECTION 6. Notwithstanding anything contained herein, until the earlier of, (1) 75% of the Lots are deeded to homeowners; (2) January 1, 2003; or, (3) Declarant voluntarily elects to terminate its control of the Association, (any of these events referred to as

"relinquishment of control of the Association by Declarant"), the proceedings of nay and all meetings of Members of the Association shall have no effect, unless expressly approved in writing by the Board of Directors.

ARTICLE V

DIRECTORS

SECTION 1. The affairs of the Association shall be managed by a Board of not less than three (3) or more than five (5) Directors, the exact number to be determined by the membership from time to time.

SECTION 2. Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the first membership meeting and at the annual Members' meeting thereafter.

(b) A nominating committee of five (5) Members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual Members' meeting. The committee shall nominate not more than nine (9) candidates. Other nominations may be made from the floor.

(c) The election shall be by written ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting and each Member may not cast more than one (1) vote for any person nominated as a Director.

(d) Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors except as to vacancies provided by removal of Directors by Members.

(e) Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership, at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting.

(f) Notwithstanding anything to the contrary herein contained, until Declarant relinquishes control of the Association as herein provided, the first Directors of the Association shall continue to serve, and in the event of vacancies, the remaining Directors shall fill any such vacancies; and if there are not remain9ng Directors, the vacancies shall be filled by the Declarant (the Board of Directors thus constituted being herein refereed to as the "Initial Board"); provided, however, that so long as Declarant shall own one (1) or more Lots, it shall have the continuing right to designate one (1) Member of each Board of Directors, notwithstanding the fact that the Declarant may have, theretofore, relinquished control of the Association as herein provided.

SECTION 3. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

SECTION 4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing personally or bymail, at least three (3) days prior to the day named for such meeting.

SECTION 5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than five (5) days notice of the meeting shall be given to each Director in writing personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.

SECTION 6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed to be equivalent to the giving of notice.

SECTION 7. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the board of Directors, except where approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, or these By-Laws.

SECTION 8. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

SECTION 9. The joinder of a Director in the action of a meeting by signing and concurring in the Minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum. All meetings of the Board shall be open to Members and notice of such meetings shall be posted conspicuously not less than forty-eight (48) hours prior to the time of the meeting, except in case of any emergency.

SECTION 10. The presiding officer of Directors' meetings shall be the President; and if absent, the Vice-President shall preside. In the absence of such presiding officer, the Directors present shall designate one of their number to preside at such meeting.

SECTION 11. The order of business at Directors' meetings shall be as follows:

- (a) Calling of roll.
- (b) Proof of due notice of meeting.
- (c) Reading of Minutes and disposal of any unapproved Minutes.
- (d) Reports of Officers and Committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

SECTION 12. Directors' fees, if any, shall be determined by the Members of the Association.

SECTION 13. All of the powers and duties of the Association existing under the Declaration, Articles of

Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the Members only when such approval is specifically required by appropriate documents, subject always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm.

Notwithstanding those powers heretofore specifically set forth in the Declaration or Articles of Incorporation, or these By-Laws, the Board shall also have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area including the personal conduct of the Members and their guests thereon; and to establish penalties for infractions of such rules and regulations.

(b) Suspend the voting rights and the right to the use of the recreational facilities, if any, of any Member during any period in which such Member is in default in the payment of any assessment levied by the Association. Such right may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for an infraction of published rules and regulations;

(c) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation, or by other provisions of these By-Laws.

(d) Declare the office of a Member of the board of Directors to be vacant in the event that such Member is absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, independent contractor, and such other employees as deemed necessary and to prescribe their duties.

(f) Perform all acts necessary for the operation of the club facility for members thereof.

SECTION 14. The Board of Directors shall have the duty to:

(a) Cause a complete record to be kept of all of its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one third (1/3) of the Members entitled to vote.

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed.

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

(1) Fix the amount of the annual assessment at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner at least thirty (30) days in advance of each annual assessment period;

(3) Foreclose the lien against any property for any assessments which are not paid within thirty (30) days after the due date, or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates.

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association.

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the Common Areas to be maintained.

(h) Enforce the rules and regulations of the Association.

SECTION 15. The undertakings and contracts authorized by the Initial Board shall be binding on the Association in the same manner as though such undertakings and contracts

had been authorized by the first Board of Directors duly elected by the membership after Declarant has relinquished control of the Association.

ARTICLE VI

OFFICERS

SECTION 1. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors. The offices of Secretary and Treasurer may be held by the same individual. The Board of Directors may appoint an Assistant-Treasurer and an Assistant-Secretary and such other officers as in their judgment may be necessary. The Board of Directors may also create committees and appoint Members of the created committees to assist them in making determinations as to any issue which may come before the Board of Directors.

SECTION 2. The offices of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

SECTION 3. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purposes.

SECTION 4. the President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to: seeing that orders and resolutions of the Board are carried out; co-signing all checks and promissory notes; signing all leases, mortgages, deeds and other instruments; appointing committees from among the Members from time to time, as he may, in his discretion, deem appropriate; and assisting in the conduct of the affairs of the Association.

SECTION 5. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

SECTION 6. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requireing a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. All minutes of the Association shall be open to inspection by Owners and Board members at all reasonable times. The Assistant Secretary, if such a position exists, shall perform the duties of the Secretary when the Secretary is absent, or any Treasurer alternatively may perform these duties.

SECTION 7. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

ARTICLE VII

COMMITTEES

The Board shall appoint an Architectural Committee as provided inthe Dclaration, and a Nominating Committee, as provided in Article V of these By-Laws. In addition, the Board may appoint such other committees as it may deem appropriate in the performance of its duties.

ARTICLE VIII

FINANCES

The provisions for fiscal management of the Association as set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

SECTION 1. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all

of which expenditures shall be common expenses except those for operation and maintenance of the club facilities which shall be kept in separate accounts:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies in working funds, except expenditures chargeable to reserve, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance of the improvements such as, but not limited to, roads, utility lines, street lights, common area landscaping and drainage systems, which shall include funds for maintenance items that occur less frequently than annually.

(c) Reserve for replacement of the improvements such as, but not limited to, roads, utility lines, street lights, common area landscaping and drainage systems, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

(d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

SECTION 2. The Board of Directors shall adopt a budget for each calendar year that shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices as follows:

(a) Current expenses, the amount for which shall not exceed an increase of 15% of the budget for this account for the prior year or an increase by an amount not to exceed the annual increase in the Consumer Price Index ("CPI") published by the Department of Labor for the prior year, or such similar index if the CPI is not available, whichever is greater.

(b) Reserve for deferred maintenance, the amount of which shall not exceed 10% of the budget for this account for the prior year.

(c) Reserve for replacement, the amount of which shall not exceed 10% of the budget for this account for the prior year.

(d) Other reserves as deemed appropriate by the Board which shall not exceed 10% of the budget for a particular account for the prior year.

Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations when approved by the Association at any regular or special meeting, as herein provided; and further provided, however, that until the Declarant has completed all of the contemplated improvements and closed the sales of all Lots of the development, or until Declarant elects to terminate its control of the development, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves.

(e) Copies of the budget and proposed assessments shall be transmitted to each Member on or before December 1st, preceding the year for which the budget is made. If the budget is amended subsequently, a copy of the amended budget shall be furnished to each Member.

(f) Each Member shall be given written notice of the time and place at which the Board shall meet to consider the budget, and the meeting shall be open to the Member.

SECTION 3. The Board of Directors shall determine the method of payment of such assessments and the due dates thereof and shall notify the Members thereof, provided that the assessments shall be made not less frequently than quarterly and shall be collected in the manner provided in the Articles of Incorporation and the Declaration.

SECTION 4. The depository of the Association shall be such bank or banks as shall be designated, from time to time, by the Board, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks, signed by such persons as are authorized by the Board.

SECTION 5. An accountant's report of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each Member not later than

April 1st of the year following the year for which the report is made.

SECTION 6. Nothing herein contained shall be construed as restricting the right of the Board, at any time and in its sole discretion, to levy any additional assessment in the event the budget originally adopted shall appear to be insufficient to pay costs and expenses for operation and management, or in the event of an emergency.

ARTICLE IX

AMENDMENTS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

SECTION 1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

SECTION 2. A resolution adopting a proposed amendment may be proposed by either the Board or by the Members. Board Members and Members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. These By-Laws may be amended, at a regular or special meeting of Members, by an affirmative vote of seventy-five (75%) of those present in person or by proxy.

SECTION 3. HUD/VA has the right to veto amendments while there is a Class B membership.

ARTICLE X

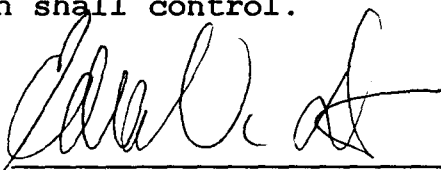
PARLIAMENTARY RULES

Roberts' Rules of Order shall govern the conduct of the Association meetings which not in conflict with the Declaration or Articles of Incorporation or these By-Laws.

ARTICLE XI

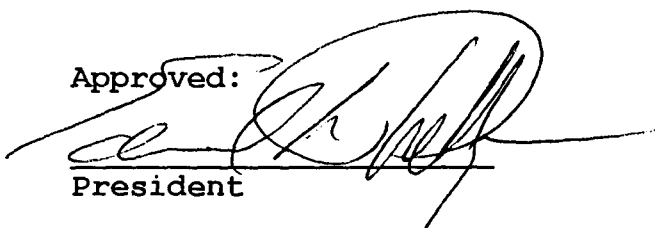
CONFLICTS

In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.



Secretary

Approved:



President



28
This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P A
1299 Main Street, Suite F
Dunedin, FL 34698-5333

R



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Rec: 55.50

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Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
02/28/00 04:17pm 1 of 12

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**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF LAKE HERON, AND ARTICLES OF INCORPORATION AND BY-LAWS OF
LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Easements, Covenants, Conditions and Restrictions of Lake Heron, and Articles of Incorporation and By-Laws of Lake Heron Homeowners' Association, Inc., as recorded in Official Records Book 3182 at Page 1985 of the Official Records of Hillsborough County, Florida, were duly approved in the manner required therein at a meeting held on December 1, 1999.

IN WITNESS WHEREOF, we have affixed our hands this 5th day of JANUARY, 2000, at Pasco County, Florida.

LAKE HERON HOMEOWNERS'
ASSOCIATION, INC.

Witnesses:

By: [Signature]
DAVID L. TAYLOR President

[Signature]
Signature of Witness #1

DAVID B. SMITH
Printed Name of Witness #1

[Signature]
Signature of Witness #2

DAVID B. SMITH
Printed Name of Witness #2

Attest: [Signature]
ROBAIN E. McMAHON Secretary

STATE OF FLORIDA)
COUNTY OF PASCO)

The foregoing instrument was acknowledged before me this 5th day of JANUARY, 2000, by DAVID S. TAYLOR and RONALD E. McMAHON, to me known to be the President and Secretary of Lake Heron Homeowners' Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FLORIDA D.S. and FLORIDA D.S. as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.

Angela Hester
NOTARY PUBLIC

Angela Hester
Printed Name of Notary Public

My Commission Expires:



**ADOPTED AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE II, SECTION 3 OF THE DECLARATION is amended to read as follows:

SECTION 3. Limitations Upon Use of Common Areas. No Owner may plant or garden or erect or maintain fences, hedges, walls or other improvements upon the Common Areas, unless approved in writing by the Board of Directors of the Association.

ARTICLE II, SECTION 5.C. OF THE DECLARATION is deleted in its entirety.
ARTICLE II, SECTION 5.D. OF THE DECLARATION is deleted in its entirety.
ARTICLE II, SECTION 8 OF THE DECLARATION is deleted in its entirety.

ARTICLE III, SECTION 2.A.(1) OF THE DECLARATION is amended to read as follows.

(1) Class A- Class A Members shall be all Owners of Lots (save and except for Developer, prior to turnover to the Association), who shall be entitled to one (1) vote for each Lot or Unit owned. Any owner who is delinquent 60 days or greater in payment of assessments at the time at which the annual meeting is held will forfeit the right to vote in the annual meeting.

ARTICLE III, SECTION 2.B. OF THE DECLARATION is amended to read as follows:

B. When more than one person holds an undivided fee interest in any Lot, all such persons shall be Class A Members, and shall enjoy full membership rights, privileges and obligations as set forth hereinafter, and the vote for such Lots shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any one Lot.

ARTICLE IV, SECTION 2.C.5. OF THE DECLARATION is amended to read as follows:

5. Carry and pay for a comprehensive policy of public liability insurance and, if appropriate, owners', landlord and tenant policies naming the Association, Board of Directors, and their designees as named insured thereof insuring against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Areas and other property owned by the Association and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits in amounts determined appropriate by the Board from time to time. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to property similar to the Common Areas in construction, location and use;

**ADOPTED AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE IV, SECTION 2.B.12 OF THE DECLARATION is amended to read as follows:

12. Community amenities and services, including, but not limited to curbside trash collection, cable TV, security monitoring, and termite control.

ARTICLE IV, SECTION 2.B.13. OF THE DECLARATION is added to read as follows:

13. Any and all other purposes deemed necessary and proper. Upon a proper vote as set forth in the by-Laws of the Association at a meeting duly called for that purpose, the Board of Directors may vote to establish an additional category of Operating Expenses for the happening of certain named events or services which are required or desired by the Association, which category shall be determined and set forth in a resolution duly voted upon by the Board of Directors and executed by duly authorized officers of the Association.

ARTICLE IV, SECTION 10.G. OF THE DECLARATION is added to read as follows:

G. To suspend voting rights from members who are two months or more in arrears on regular assessments until such accounts are current.

ARTICLE V, SECTION 1. A-C OF THE DECLARATION is deleted in its entirety.

ARTICLE V, SECTION 2.A. OF THE DECLARATION is deleted in its entirety.

ARTICLE V, SECTION 2.B. OF THE DECLARATION is deleted in its entirety.

ARTICLE VI, SECTION 3. OF THE DECLARATION is amended to read as follows:

SECTION 3. Exterior Dwelling Maintenance. In addition to maintenance of the Common Areas and unenclosed portions of the individual Lots, the Association shall be responsible for the maintenance of the exterior of the Dwellings within the Subdivision. The exterior Dwelling maintenance to be performed by the Association shall include but not be limited to the following: repainting, repairing, replacing and cleaning of roofs, gutters, and all exterior building surfaces, save and except for the cleaning, maintenance or repair of any glass or screen surfaces, including but not limited to windows and skylights, which shall be the responsibility of the individual Owners. Said exterior maintenance to be performed by the Association shall be performed as and when necessary in order to keep said Dwellings in good condition, normal wear and tear excepted.

**ADOPTED AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE VI, SECTION 4 OF THE DECLARATION is amended to read as follows:

SECTION 4. Exterior Dwelling Maintenance Cost. The cost of the services set forth in Section 3 hereinabove, for which the Association is responsible, shall be borne by the Association out of regular and special assessments. In the event any extraordinary maintenance, repair or replacement is required as a result of the willful or negligent act of an Owner or his family, lessees, agents, servants, guests, or invitees, the Owner of the Lot requiring such maintenance, repair or replacement shall be responsible for the cost of the same and the cost of such maintenance, repair or replacement shall be a special assessment against such Lot.

ARTICLE VI, SECTION 5 OF THE DECLARATION is amended to read as follows:

SECTION 5. Unenclosed Portions of Individual Lots. The cost of repairing, resurfacing, or replacing walkways or driveways, provided they were installed by the developer, shall be the responsibility of the Association. Repairs resulting from the willful or intentional destructive acts on the part of the homeowner or resident shall be the responsibility of the owner of such lot.

ARTICLE VI, SECTION 6. OF THE DECLARATION is added to read as follows:

SECTION 6. Easement for Maintenance and Ingress and Egress. In conjunction with the obligation to maintain the individual Lots and the exterior of the individual Dwellings and for the purpose of providing ingress and egress thereto, Developer hereby grants to the Association, its agents, or employees an easement for ingress, egress and regress in, over and upon the open portions of all Lots for the purpose of the maintenance specified in this Article VI.

ARTICLE VII, SECTION 1.D. OF THE DECLARATION is amended to read as follows:

D. Nuisances. No Lot shall be used in whole or in part of the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or obnoxious odors, or that will cause any noise that will or might disturb the peace, quiet, comfort, or serenity of the occupants of surrounding property. Defecation by a pet on any lot or common area is to be picked up and wrapped or bagged by owner of pet and sanitarly disposed of in owner's garbage can.

**ADOPTED AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE VII, SECTION 1.H. OF THE DECLARATION is amended to read as follows:

H. Utility Lines and Radio and Television Antennas. All electrical service and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises. Owners have the right to install TV Dish Antennas at their residences according to the Telecommunications Act of 1996. TV Dish antennas by FCC regulations may not exceed 39" in diameter. The Association may place reasonable restrictions on the installation, use and maintenance of the TV Dish Antenna. Plans and specifications indicating size and placement must be submitted to the Architectural Control Committee prior to installation. Any waiver of these restrictions shall not constitute a waiver as to other Lots or lines or antennas;

ARTICLE VII, SECTION 1.J. OF THE DECLARATION is amended to read as follows:

J. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot or on the Common Areas; however, dogs, cats and other customarily kept house pets may be kept on Lots and in Dwellings subject to such rules and regulations as may be adopted by the Board of Directors so long as they are not kept, bred or maintained for commercial or business purposes. Dogs and Cats are subject to the laws and ordinances of the State of Florida and Pasco County. Dogs and cats must be on leash when outdoors;

ARTICLE IX OF THE DECLARATION is amended to read as follows:

ARTICLE IX. OWNERS' OBLIGATION TO REPAIR. Each Owner shall, at his sole cost and expense, repair the interior of his Dwelling, keeping the same in good condition, excepting only normal wear and tear, and especially as this relates to any portion of the construction that may require exterior maintenance by the Association if the Owner fails to properly maintain the Dwelling. Any homeowner of a unit who cannot produce proof of two (2) termite inspections in the prior 24 month period will be responsible for any damages caused by termites to any part of the building in which their unit is located. If owners of more than 1 unit in a building are unable to produce evidence of the required termite inspections, such owners will share in the cost of repairing damages caused by termites within any part of the building within which their units are located.

**ADOPTED AMENDMENTS TO THE
DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE XIII, SECTION 2. OF THE DECLARATION is amended to read as follows.

SECTION 2. Sharing Maintenance and Repair. The cost of reasonable repair and maintenance of a common roof shall be borne by the Association.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION

Pursuant to the provisions of Section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of the corporation is LAKE HERON HOMEOWNERS' ASSOCIATION, INC.

OR BK 4318 PG 1912
8 of 12

SECOND: The attached amendments of the Articles of Incorporation are hereby adopted.

THIRD: The attached amendments were adopted on the 1st day of December, 1999, as follows:

- X The amendments were adopted by the members and the number of votes cast for the amendments were sufficient for approval.
- There are no members or members entitled to vote on the amendments. The amendments were adopted by the board of directors.

Dated 02/01, 2000.

WITNESSES

[Signature]
Signature of Witness #1

LAKE HERON HOMEOWNERS' ASSOCIATION, INC.

By: JAN M. STEFFENS
JAN M. STEFFENS, President

Printed Name of Witness #1

Attest:

[Signature]
Signature of Witness #2

By: Robert Spitzer
Robert Spitzer, Secretary

Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PASCO)

FILED
00 FEB 10 AM 8:53
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Before me, the undersigned authority personally appeared JAN M. STEFFENS, President and ROBERT SPITZER, Secretary of Lake Heron Homeowners' Association, Inc., to me well known to be the persons who executed the foregoing Articles of Amendment to Articles of Incorporation and acknowledged before me according to law that they made and subscribed the same for the purposes therein mentioned and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1ST day of

FEBRUARY, 2000.



[Signature]
Notary Public Signature
Printed Name of Notary Public: KATHY HUTSON-VINCENT

My Commission Expires:

**ADOPTED AMENDMENTS
TO THE ARTICLES OF INCORPORATION
OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE VII OF THE ARTICLES OF INCORPORATION is amended to read as follows:

The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than five (5) persons who shall be Members of the Association except as provided below. The first Board of Directors shall have three (3) members, and at the point of turnover as described in the Declarations, the number will be determined from time to time in accordance with the provisions of the By-laws.

ARTICLE XIV, SECTION A.3. OF THE ARTICLES OF INCORPORATION is amended to read as follows:

3. At such meeting, a vote of the Members shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of sixty-seven percent (67%) of the persons voting in person or by proxy at a duly called meeting at which a quorum is present. Any number of amendments may be submitted to the Members and voted upon by them at one meeting; or

ARTICLE XIV, SECTION B. OF THE ARTICLES OF INCORPORATION is amended to read as follows:

B. The Members may amend these Articles by an affirmative vote of sixty-seven percent (67%) of the persons voting in person or by proxy, at a meeting for which the required notice of the meeting and the proposed amendment has been given pursuant to a Petition of 10% of the members, without action by the Board; or

**ADOPTED AMENDMENTS
TO THE BY-LAWS
OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE I, SECTION 2. OF THE BY-LAWS is amended to read as follows:

SECTION 2. The office of the Association shall be located at 21361 Lake Floyd Drive, Lutz, Florida 33549, or at such place as the Board of Directors may determine, from time to time.

ARTICLE V, SECTION 2(b) OF THE BY-LAWS is amended to read as follows:

(b) A nominating committee of three (3) to five (5) Members shall be appointed by the Board of Directors not less than sixty (60) days prior to the annual Members meeting. The committee shall nominate candidates. Any candidate nominated by the committee must own a unit of the Lake Heron Subdivision. Other nominations may be made from the floor, if permitted by the Florida Statutes. otherwise, all nominees are to be identified on the ballots sent to the members with the notice of meeting. The Board shall adopt rules and procedures regarding the election of directors.

ARTICLE VI, SECTION 6 OF THE BY-LAWS is amended to read as follows:

SECTION 6. The Secretary or the Board's designee shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. All minutes of the Association shall be open to inspection by owners and Board members at all reasonable times. The Assistant Secretary, if such a position exists, shall perform the duties of the Secretary when the Secretary is absent, or any Treasurer alternatively may perform these duties.

ARTICLE VI, SECTION 7 OF THE BY-LAWS is amended to read as follows:

SECTION 7. The Treasurer or the Board's designee shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

**ADOPTED AMENDMENTS
TO THE BY-LAWS
OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE VIII, SECTION 2(b) OF THE BY-LAWS is amended to read as follows:

(b) Reserve for deferred maintenance, the amount of which shall be based on the estimated amount of expenditure and when it will actually be needed in order to determine the annual funding amount.

ARTICLE VIII, SECTION 2(c) OF THE BY-LAWS is amended to read as follows:

(c) Reserve for replacement, the amount of which shall be based on the estimated amount of expenditure and useful life of the asset in order to determine the annual funding amount.

ARTICLE VIII, SECTION 2(d) OF THE BY-LAWS is amended to read as follows:

(d) Other reserves as deemed appropriate by the Board which shall not exceed an increase of 15% of the prior year budget for a particular account for the current budget year, or an increase by an amount not to exceed the annual increase in the Consumer Price Index published by the Department of Labor for the prior year, or such similar index if the CPI is not available, whichever is greater.

Provided, however, that the amount for each budgeted item may be increased over the foregoing limitations during the development phase when the pro rata expense for each owner does not increase in excess of these limits, and alternatively when approved by the majority of all members of the Association present in person or by proxy at any regular or special meeting; provided, however, that until the Declarant has completed all of the contemplated improvements and closed the sales of all Lots of the development, or until Declarant elects to terminate its control of the development, whichever shall first occur, the Board of Directors may omit from the budget all allowances for contingencies and reserves, and the other limitations above will not apply. After the Turnover Date, a majority of the members voting at a regular or special meeting may waive or reduce reserves for any particular year.

**ADOPTED AMENDMENTS
TO THE BY-LAWS
OF LAKE HERON HOMEOWNERS' ASSOCIATION, INC.**

ARTICLE IX, SECTION 2 OF THE BY-LAWS is amended to read as follows:

SECTION 2. A resolution adopting a proposed amendment may be proposed by either the Board or by the Members. Board Members and Members of the Association not present in person or by proxy at the meeting considering the amendment may express their approval in writing by limited proxy, providing such approval is delivered to the Secretary at or prior to the meeting. These By-Laws may be amended, at a regular or special meeting of Members, by an affirmative vote of sixty-seven (67%) of those present in person or by proxy at a duly called meeting at which a quorum is present.