

HEATHER PROPERTY OWNERS ASSOCIATION

9100 NAKOMA WAY

WEEKI WACHEE, FL 34613

352-396-5028

DEED RESTRICTIONS

DECLARATION OF RESTRICTIONS

AND

THE ARTICLES OF INCORPORATION

AS AMENDED

APRIL 1999

Prepared by:

The Heather Property Owners' Association, Inc.

9100 Nakoma Way, Weeki Wachee, FL 34613

DECLARATION OF RESTRICTIONS

CONTENTS

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
I	Definitions	1
II	Property Subject to Declaration	2
III	Association Membership/Rights in Common Properties	3
IV	Covenant for Maintenance Assessments	4
V	Architecture and Design Committee	5
VI	Limitations of Property Use	5
VII	General Provisions	9
	Section 3. Enforcement	10
VIII	Conditional Use Permit	11
1X	Vested Rights	11
	Declaration of Amendments/Signatures	12

THE HEATHER PROPERTY OWNERS' ASSOCIATION, INC.

DECLARATIONS OF RESTRICTIONS

ARTICLE I

DEFINITIONS: "Definition" terms defined as used in this document.

- (a) "Association" – the Association refers to the Heather Property Owners' Association, Inc. (HPOA), a Florida not-for-profit corporation, with a mailing address of 9100 Nakoma Way, Weeki Wachee, Florida, 34613.
- (b) "The Properties - shall mean and refer to all such existing properties, and additions hereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" - shall mean and refer to those areas of land and/or buildings shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of all owners in good standing.
- (d) "Lot" – shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as herefore defined.
- (e) "Living Unit" – shall mean and refer to any portion of a building situated upon The Properties designed and intended for use and occupancy by a single family.
- (f) "Single family residents" – shall mean and refer to a building situated upon its own individual lot which is designed and intended for use and occupancy as a residence by no more than a single family.
- (g) "Multi-family Structure" – shall mean and refer to any building containing two or more Living Units under one roof except when each such living unit is situated upon its own individual lot.
- (h) "Owner" – shall mean and refer to the record owner or owners, whether one or more persons or entities, of the fee simple title to any lot or living unit, and to those persons or entities, whether one or more in number, who are buyers of a lot or living unit being sold by a Heather Property Owner or representative.
- (i) "Member" shall mean and refer to all those Owners who are members of the Association a provided in Article III, Section 1, hereof.

- (j) “Developer” – shall mean and refer to the assigns of the Royal Palm Beach Colony, Inc. (Original Developer), (assigns Epic Communities), or successors of the assigns, with all rights and privileges under these Restrictions, providing that such is evidenced in writing.
- (k) “Architectural and Design Committee” – in abbreviation the A&D Committee, A committee of at least (3) property owners of HPOA duly appointed by the Board to administer the Deed Restrictions of The Properties, as further defined in Article VI.
- (l) “Deed Restrictions” – An agreement between each and every owner(s), the HPOA, and to each other, which shall impose restraints or conditions upon the property located in The Properties, and shall include all amendments and modifications thereto as recorded in the Official Records of Hernando County, Florida. Said Deed Restrictions shall run with the land subject to variances, modifications, amendments, expiration and replacement and are imposed upon and intended to benefit every parcel of land in The Properties. The intent of this Declaration is to assure in perpetuity the protection of property values and to preserve the character of The Properties.
- (m) Fence/Living Fence:
1. Fence – A structure of any material serving/functioning as an enclosure, boundary or barrier, usually made of; but not limited to posts, boards, wire, rail masonry pedestals, trellises, plants or any combination of these.
 2. Living Fence – A fence made of vegetation, plants used to screen unsightly municipal service boxes, or to increase residential privacy or beautify and enhance the appearance of a residence. Such living fences may also be used to function as an enclosure, boundary or barrier.
- (n) Landscaping – the planting of trees, shrubs and flowers around the residence and on the property which are appropriate to and in harmony with surrounding real property located in the Heather. (Art. VI, Section 7)
- (o) Nuisance - Any condition that either detracts from the appearance and value of The Heather properties or offends the sight, hearing, smell, feel or taste of one or more owners. It shall be defined as such only by a majority vote of the Board, due to its subjective nature.
- (p) Parking of Boats – As stated in the Deed Restrictions, a boat can be parked on either the side or rear of the house. However all such boats shall remain on the boat trailer which must have a current state “Trailer Registration.” If a boat is parked on the side of the house it must be parked far enough to the rear to ensure that the boat and trailer are at minimum, level with the front of the house.

- (q) Commercial Vehicles – shall mean any vehicle that either displays advertising, is over ½ ton in capacity and/or has a commercial registration tag, or displays commercial type equipment such as, but not limited to, ladders, tool boxes, pipes, equipment carriers other than luggage or tire racks, towing equipment other than normal ball or square type hitches. Equipment for carrying handicap apparatus for one’s own personal use is exempt.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The Properties subject to these Restrictions are located in Hernando County and recorded for The Heather in Plat Book 13, pages 41 through 48, all in the Official Records of Hernando County. Official Records Books 1258 Pages 1365 – 1376 Date 4-5-99 . This Declaration supersedes and replaces the Deed Restrictions previously created and recorded in Official Records Book 339 at pages 933 through 946 on May 31, 1974 and subsequent amendments and modifications of January 29, 1981, Official Records book 476, page 1674; Official Records Book 405 pages 1072 and 1073 on June 3, 1977; Official Records Book 581 pages 1696, through 1700, on May 15, 1985; Official Records Book 610, pages 0330 and 0331 on May 14, 1986. Said previously recorded Deed Restrictions are hereby repealed, canceled, vacated, annulled and shall have no force and effect of any nature whatsoever.

Section 2. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner.

- (a) Additions in Accordance with a General Plan of Development. The Developer’s successors and assigns shall have the right to bring within the scheme of this Declaration additional properties designed and intended for any use other than for commercial activities. The activities authorized shall be made by filing of record a Supplementary Declaration of Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property, except as hereinafter provided.

ARTICLES III

ASSOCIATION MEMBERSHIP AND RIGHTS IN THE COMMON PROPERTIES

Section 1. Membership. Every owner shall be a member of the Association, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. The voting rights of the members shall be established and defined in the Articles of Incorporation and By-Laws of the Association.

Section 2. Members' Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or Living Unit.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

- (a) The right of the Association in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Properties and in aid thereof to mortgage said properties.
- (b) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure.
- (c) The right of the Association, as provided in its Articles and Bylaws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.
- (d) The right of the Association to charge reasonable admission and other fees for the use of the Common Properties.
- (e) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such condition as may be agreed to by the Members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes has been recorded, agreeing to such dedication, transfer, purpose or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least ninety (90) days in advance of any action taken.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or living unit, by signing an Agreement for Deed or by acceptance of a Deed thereof, whether or not it shall be so expressed in any such Agreement for Deed or Deed, shall be deemed to

covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as provided by the Board of Directors of the Association. A vote of fifty-one percent (51%) of the total membership qualified to vote shall be required to adopt such Special Assessment. Those monthly and special assessments which become due after the Owner has accepted a Deed to the lot or living unit, together with such interest shall be a continuing lien upon the property against which each assessment is made. Each and every assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the Assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation health, safety, and welfare of the residents in The Properties, in particular, such assessments shall be used for the construction, re-construction, improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Effect of Non-Payment of Assessment: The Personal Obligation of the Owner; The Lien; Remedies of Association. If Assessments which are levied by the Association after the Owner has acquired fee simple title to the lot or living unit are not paid on the date when due, being the dates specified by the Association's Board of Directors, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof, including reasonable attorney fees, as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors in title and assigns.

In the event that any assessment (regular or special) or any installment thereof remains unpaid for a period of thirty (30) days or more from this due date, the Board of Directors may, at its discretion and upon written notice to the non-paying owner, (a) impose a late charge for each unpaid assessment in the amount determined by the Board of Directors. (b) accelerate the assessments payable by the non-paying owner for the remainder of the then current fiscal year, whereupon all such assessments shall be immediately due and payable. The aforesaid late charge shall, if imposed, be payable as to each successive thirty (30) day period following the applicable assessment due date until all assessments and late charges are paid in full. The late charges and accelerated assessments provided for herein shall be enforced and secured by the lien provided for in this Article.

Section 4. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall

apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 5. Exempt property. The following property subject to this Declaration shall be exempted from the Assessment charge and lien created herein: a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; b) all Common Properties as defined in Article I., Section 1 hereof; c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption; and d) those lands or improvements owned by the assignee of the Developer or its successor, or assigns, except payment of assessments shall be made on certain designated Lots, e.g. those under or those containing a Living Unit, for which a Certificate of Occupancy has been issued.

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

ARTICLE V

ARCHITECTURE AND DESIGN COMMITTEE

The Board of Directors of the Association shall appoint three or more persons who are members of the Association to be the Architecture and Design Committee (A&D) Committee. The Committee has the authority to review, approve or disapprove and/or make recommendations to the Board of Directors of any erection, placement or design of dwellings, structures, pools, fences, exterior alterations and additions on any lot within The Heather, in accordance with the provisions set forth in the Deed Restrictions and guidance provided by the Board.

The Committee shall establish reasonable written rules and regulations for the submission of and approval of such plans as are required by this Article.

There shall be no major changes to existing landscaping or plantings until plans are submitted to the A&D Committee for approval. In Addition, there shall be no building, fence, wall or other structure erected, constructed, placed, altered or maintained upon any portion of any lot within the property until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing (as to harmony of external design and location in relation to surrounding structures and topography) by the A&D Committee. In the event the Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or provided a written interim reply, the applicant shall contact the Board of

Directors for action. Any approval by the Committee of any particular structure or installation shall not be a waiver of the Committee's right to reject any similar or identical plan thereafter.

ARTICLE VI

LIMITATION OF PROPERTY USE

Section 1. Every lot contained in the property shall be used only for residential purposes. Except for those lots platted for Multiple Family Development, as shown in the Official Records of Hernando County, Florida, no structure shall be constructed, erected, maintained on any residential lot other than a single-family dwelling no more than two stories in height. There shall be an attached one or two-car garage for each dwelling building, except a four-bedroom dwelling shall have a two-car attached garage. Accessory buildings or structures of any kind may not be constructed, erected or maintained unless prior approval has been given by the A&D Committee as denoted and described herein.

Section 2. Set Backs.

- A. Front Set Backs. No building shall be located on any lot nearer to the front line than (1) the distance of 25 feet or (2) the distance of $\frac{1}{2}$ the width of the right of way abutting the front lot line, whichever distance from the building to the front lot line is further.
- B. Interior Side Set Backs. No building shall be located on any lot nearer than 10 feet to the rear lot line.
- C. Rear Set Backs. No building shall be located on any lot nearer than 20 feet to the rear lot line.
- D. Corner Lot Side Street Set Backs. No building shall be located on any corner lot nearer to the side street lot line than (1) the distance of 25 feet, or (2) the distance of $\frac{1}{2}$ the width of the right of way abutting the side lot line, whichever distance from the building to the side street lot line is further.

Section 3. Building Sizes.

- A. None of the lots shall be divided or re-subdivided unless all portions of a lot which has been divided are used to increase the size of adjacent lot or lots and unless all portions after dividing extend from fronting street line to the rear property line existing prior to division, however, if two lots are combined in one lot the owner(s) shall continue to be liable for the payment of two separate association fees per month, i.e. one association fee for each of the original lots.
- B. No main residence building shall be of a width less than 30 feet exclusive of any attached garage or carport.

- C. Every residence dwelling shall have a ground floor area of no less than 1000, 1200 or 1500 square feet, according to the designations on the Master Plan for Royal Highlands, Inc.
- D. Every residence dwelling having a capacity of three or less bedrooms shall have a garage or carport sufficient in size to accommodate one automobile. Every residence dwelling having a capacity of four or more bedrooms shall have a garage or carport sufficient in size to accommodate two automobiles. Garages shall not be converted to become part of the living area of a dwelling unless concurrently therewith a one or two (2) car garage is added which shall be consistent with the original floor plan and design of the home. Further said conversion and added garage shall require the A&D Committee approval.

Section 4. Incidental and Accessory Uses.

- A. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to any neighbor(s), or Association in general. No inflammable, combustible, explosive or hazardous chemical substance shall be kept on any lot or in a residence except such as required for normal household use and same shall be kept within the dwelling unit constructed on said lot in a manner which is consistent with any codes of Hernando County, Florida, and the recommendations of the manufacturer of said products. No owner shall permit anything to be done or anything kept in his dwelling unit, or on his lot, which would increase the rate of insurance as to other home owners or the Heather Property Owners Association.
- B. No clothesline or clothespole or other devices or mechanism for the hanging of clothes shall be maintained on any lot unless the same is in the rear of the property and screened from street view and neighboring lots.
- C. No vehicles which are used or intended for use for commercial purposes may be parked overnight in the Heather. Travel trailers, campers, boats or boat trailers, recreational vehicles, or automobiles which are not in operable condition and not validly licensed, may not be parked in excess of two days in any driveway or upon any lot, except in a closed garage. A boat, however, may be parked at the side of the house, or rear yard.
No vehicles of any kind shall be parked overnight on the area of the Heather designated as Common Properties. Private vehicles must be parked on the driveway of residence at all times, day or night, not on the grassy areas of the lots.
- D. Construction of all swimming pools must have the written approval of the A&D Committee prior to the beginning of construction. No above ground swimming pools are permitted.

- E. No boathouses shall be allowed. Docks and seawalls must have the written approval of the A&D Committee prior to the beginning of construction.
- F. No sign of any kind shall be displayed to the public view on any lot, except one sign advertising property for sale or rent provided that such sign is of not more than 300 square inches and providing that the same shall be on a stake or post inserted into the ground projecting not more than 3 feet above the surface of the ground. This prohibition shall not apply to the Developer who may erect and maintain on any of the property in the subdivision such signs and other advertising devices as it may deem necessary or proper for the conduct of its usual and ordinary business.
- G. No animals other than those commonly kept as household pets in the house are permitted. Animals kept, bred or maintained for commercial purposes are prohibited. All pets must be kept in cages or on leashes when not on the owner's property. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property in accordance with applicable county ordinances. Any owner walking a pet outside his lot shall be required to keep such a pet on a leash at all times and must immediately remove and dispose of any waste created by the pet. Some common areas may be marked "no pets" as the need arises.
- H. Installation of the usual and ordinary (common) outside radio and TV antenna can be accomplished without A&D Committee approval. For safety concerns, prior to the installation of all other antennas and aerials, approval from the A&D Committee must be obtained. This includes antennas for CB radios and satellite dishes. No towers shall be located on any lot or structure. Satellite dishes of more than 39' (thirty-nine inches) in diameter will not be approved. Antennas/dishes must be placed in location(s) that are not visible from the street, unless such placement, on any other location, would not permit the reception of an acceptable quality signal.
- I. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other discarded or waste material. Garbage and waste material may not be kept outside any structure or any lot except in a sanitary, clean and covered container. Lots shall not be used as outside storage or holding areas for any type of equipment, furniture or household material. Burning of waste of any type on any lot in The Heather shall be prohibited.
- J. Each owner shall, at his or her cost and expense, maintain the exterior of his premises in good condition and repair. No lawn or landscaping or fence or hedge shall be permitted to become overgrown or unsightly or obnoxious in the sole reasonable judgment of the HPOA. In the event that any of the said conditions shall exist, the HPOA shall take any reasonable action or actions to alleviate and change the obnoxious condition and may assess the owner of the lot a reasonable sum for any such remedial activity and the said HPOA shall not be deemed guilty of a trespass in such event. Any charge levied but not paid shall become a lien to be collectible the same as other delinquent fees set forth herein.

The HPOA shall have the right from time to time to adopt reasonable rules, regulations and standards governing the conditions of fences, lawns, trees or landscaping features of The Properties. The A&D Committee shall have the obligation from time to time to recommend to the Board of Directors reasonable changes to the rules and regulations.

- K. The lots will be used only for single family residential purposes. No business activity shall be allowed which will involve the pickup and delivery of materials, other than those small businesses traditionally operated from a residence such as cosmetics, home care products, bookkeeping services, computer type services, seamstresses, or other such businesses conducted solely within the residence and by the owner(s) of the residence. No business activity shall be allowed which involves the manufacturing of products. Prior to starting a home occupation type business, permission from the A&D Committee must be obtained. Permission will only be granted for those activities which qualify under state and county "Home Occupations" provisions and/or guidelines.
- L. No structure of a temporary character, trailer, RV, tent shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. Further, no shed or similar building shall be erected on a lot unless it is contiguous to the residence and meets the criteria established by the A&D Committee and approved by same.
- M. Only minor repairs involving motor vehicles, motorcycles, all terrain vehicles, trailers, recreational vehicles, or boats, on homeowner lots are permitted. Such repairs are restricted to vehicles owned by the occupant and must be completed within three (3) days.
- N. If all or any portion of a residence is damaged or destroyed by a fire or other casualty, it shall be the responsibility of the owner(s) thereof with all due diligence, to rebuild, repair or reconstruct such residence. Reconstruction shall normally be undertaken within three (3) months after the damage occurs and completed within six (6) months after reconstruction/repair has started, unless prevented by causes beyond the control of the owner. In the event that the owner(s) elect not to rebuild the house, all debris must be removed from the lot, including the house foundation, and the lot restored as close as possible to its original condition.

Section 5. Fences and Obstructions.

- a. All living fences and shrubs, landscaping, walls and hedges may not be planted and/or constructed except with the written consent or approval of the A&D Committee which shall, from time to time and with the approval of the Board of Directors, adopt rules and standards for the same. All vegetation fences shall not exceed six (6') in total height and must be kept trimmed on the top and sides. They must be set back from the property line(s) to ensure that future growth will not extend into the neighbors' property. Note: Existing fences (chain-link, wood or the

like) are grandfathered until such time as they are no longer serviceable. Once the A&D Committee has determined that their condition requires removal, they must be removed from the property. They cannot be repaired or replaced. This inclusion does not apply to perimeter fences around the Heather or RV parking area.

- b. No fence, wall, hedge or landscaping shall be permitted which will obstruct sight lines for vehicular traffic.

Section 6. Drainage. Changes in elevations on any lot shall not be made which will interfere with or affect, or otherwise injure adjoining property unless required by county code.

Section 7. Easements. All easements for purposes of installation, drainage, roadways and other purposes shown on all plats of the property as are recorded in the Official Records of Hernando County, Florida, are hereby noted and reserved as perpetual easements for the intended purposes.

Section 8. Watering and Irrigation.

- A. No owner shall water or irrigate his property, or permit the watering or irrigation of his property, with the use of well water without obtaining the prior written approval of such watering or irrigation from the Board of Directors. The Board of Directors shall consider, in passing upon an owner's application for approval of his proposed well, the sufficiency of the owner's plan for producing potable water, it being the intent and purpose of this Section to prevent the discoloration of the exterior surface of any building or structure resulting from impurities contained in well water.
- B. No boats, rafts, or floating objects of any kind other than small rowboats small sailboats and canoes, none of which shall be powered by a motor using gasoline or the equivalent shall be placed in or operated on any of the Heather lakes. Electric motors are permitted. No swimming is allowed in any of the lakes of the Heather. Fishing, in compliance with Florida Game and Fishing Regulations, and boating is restricted to residents of the Heather and house guests.

Section 9 Non-Compliance

Failure to comply with this Declaration of Restrictions shall subject the violator to the action set forth in Article VII, Section 3 of these Declaration of Restrictions and any other applicable provisions of this Declaration of Restrictions.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Additional Restrictions. The Heather Property Owners Association reserves the right to make reasonable modifications and clarifications to any and all Restrictions set forth herein.

Section 2. Duration. The covenants and restrictions of this Declaration shall run and bind the land and shall inure to the benefit of and be enforceable by the Association. Amendments to the Declaration of Restrictions shall require the assent of fifty-one (51%) percent of the total membership qualified to vote in person, by mail or by limited proxy at any Annual or Special Meeting called for that purpose wherein the required quorum exists. Unless otherwise specified, the Amendment shall be effective immediately upon adoption. (amended April 30, 1997 and recorded May 2, 1997 in Hernando County Florida, File #97-016816, Book 1123, Page 1711.)

Written notice of any proposed amendments to these Declaration of Restrictions shall be sent to every Owner at least forty-five days in advance of any action taken. These Deed Restrictions shall be binding on the owners of any land subject to this Declaration of Restrictions, their respective legal representatives, heirs, successors and assigns, for a term of ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless modified pursuant to the applicable provisions of these Declaration of Restrictions, the Articles of Incorporation and Bylaws of the Association.

Section 3. Enforcement: These restrictions may be enforced by the HPOA or any individual lot owner through, court action against any person or persons violating or attempting, to violate any of these restrictions, either to restrain said violation or attempted violation, to recover damages or seek any other relief afforded by these Declaration of Restrictions, the Articles of Incorporation, the Bylaws or applicable Florida law. In such action the prevailing party shall be entitled to an award of attorneys' fees and reasonable court costs.

The A&D Committee may investigate, determine violations, request compliance and advise violators of possible consequences. The authority to enforce compliance, and file legal action is the responsibility of the Board of Directors. Notification shall be by certified mail, with return receipt requested.

The Board of Directors may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guest or invitees, or both to use the common areas and facilities, and may levy reasonable fines, not to exceed the amount mandated by Chapter 17 of the Florida Statutes, against any member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed the maximum aggregate sum set forth in these Declaration of Restrictions, the Articles Incorporation, or ByLaws of the HPOA

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a Committee of at least three members appointed by the Board, who are not officers, directors or employees of

the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the Committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

The requirements set forth hereinabove do not apply to the imposition of suspensions or fines upon any member because of the failure of the member assessments or other charges when due, if such action is authorized by the governing documents.

The HPOA may suspend the voting rights of a member for the non-payment of regular annual assessments that are delinquent in excess of ninety days.

Section 4. Severability. Invalidation of any one of these Restrictions by judgment or court order shall not effect any remaining portions of these Restrictions, which shall remain in full force and effect.

ARTICLE VIII

The Properties shall not be used for any purpose which may be in conflict with any Conditional Use Permit issued by the authorities of Hernando County, Florida for any Planned Unit Development, and no structure of any kind shall be erected or installed which may not be in conformity with the requirements of any such Conditional Use Permit.

ARTICLE IX

The HPOA may not amend these recorded Declaration of Restrictions in such a manner as to affect vested rights of access to the properties or vested rights of quiet enjoyment.

The Heather Property Owners' Association, Inc.

Declaration of Restrictions

This Declaration is made in conformity with and Pursuant to a vote of two-thirds of the owners as proved in Article VII, Section 2 of the original Restrictions for The Heather, as recorded in Official Records Books of Hernando County, Florida. (Article II, Section 1 of these Restrictions) These amended Declaration of Restrictions were duly adopted by the Board of Directors of the Association, at an Annual Meeting of the Membership, on March 18, 1999. Said previously recorded Deed Restrictions are hereby repealed, canceled, vacated, annulled and shall have no force and effect of any nature whatsoever.

IN WITNESS WHEREOF, for the purpose of amending the Declaration of Restrictions of the corporation under the Laws of the State of Florida, we, the undersigned, President and Secretary of this Association, have executed these amended Declaration of Restrictions this _____ day of _____, 1999.

RESTATED
ARTICLES OF INCORPORATION
OF

ROYAL HIGHLANDS WEST PROPERTY OWNERS ASSOCIATION, INC.

These RESTATED ARTICLES OF INCORPORATION (THE "Articles") have duly adopted by the Board of Directors of the Heather Property Owners Association, Inc. per Chapter 617, Florida Statutes, Para. 617.01201. These RESTATED ARTICLES only restate and integrate amendment heretofore made and do not further amend the provisions of the Articles. The original Articles of Incorporation were filed with the Secretary of State, Miami, Florida on February 15, 1974, under the name of Royal Highlands West Property Owners Association, Inc. Upon recording of these RESTATED ARTICLES the original Articles of the Association and associated amendments shall be superseded and thenceforth these Restated Articles of Incorporation shall be the Articles of the Incorporation of the Association.

All amendments to the Articles of Incorporation were by a fifty-one (51%) percent vote of the membership as per Article X of these Articles, and filed here as per Florida Statutes s. 617.1006. All amendments, and dates of these amendments are so listed.

ARTICLES OF INCORPORATION
OF

The Heather Property Owners Association, Inc.
(a Corporation not for Profit)

In compliance with the requirements and provisions of Chapter 617 of the Florida Statutes, the undersigned do hereby make, subscribe and acknowledge the following Articles of Incorporation.

ARTICLE I

The name of the Corporation is:

THE HEATHER PROPERTY OWNERS ASSOCIATION, INC. (3-19-98)

ARTICLE II

The Corporation shall be a Corporation not for profit and is formed under the provisions of Chapter 617 of the Florida Statutes.

The purposes for which the Corporation is organized are:

- a. To promote the recreation, health, safety and welfare of the residents of that area known and described as "The Heather" located west of and abutting on U.S. Highway 19, Hernando County, Florida. All of the area described hereinabove is hereafter referred to as "The Properties." (3-19-98)
- b. To carry out all functions, activities, rights, obligations and powers enumerated in various and several Declaration of Restrictions, as said Restrictions are recorded in the Official Records of Hernando County. (3-19-98)
- c. To own, acquire, build, operate and maintain recreational facilities, including buildings, structures and personal properties incident thereto, hereinafter referred to as "the common property and facilities."
- d. To provide or, if the same are provided by municipal or governmental agencies, to supplement and all municipal services, including but not limited to street lighting, fire and police protection, and garbage and trash collection.
- e. To fix assessments or charges to be levied against the Properties.
- f. To enforce any and all covenants restrictions and agreements applicable to The Properties, including imposition of fines as contained in the Declarations of Restrictions. (3-19-98)

ARTICLE III

Section 1. Membership: Every person or entity who is a record owner of any Lot, tract, parcel or Living Unit which is subject by covenants or record to assessment by the Association shall automatically be and become a member of the Association, provided that any such person or entity who holds such interest merely as a security of the performance of an obligation shall not be a member. Such membership shall cease and terminate upon the sale, transfer or other disposition of the member's Lot or Living Unit.

Section 2 Voting Ri8ghts. Members shall be entitled to one vote for each lot, tract, parcel or Living Unit owned subject to the provisions of the Bylaws of the association. In the event a lot, tract, parcel or Living Unit is owned by more than one Owner, the Owners shall not be entitled to more than a total of one vote with respect to any such Property. (3-19-98)

ARTICLE IV

The term for which the Corporation is to exist is perpetual.

ARTICLE V

The affairs of the corporation are to be managed by the following officers: President, one or more Vice Presidents, Secretary and Treasurer; and such additional officers as may be provided by the Bylaws of the Corporation. All officers shall serve a term of one year, and shall be elected at the Annual Organizational Meeting of the Board of Directors by a majority vote. (3-19-98)

ARTICLE VI

The names of the persons who are to serve as officers of the Corporation until the next annual meeting of the Board of Director are:

President Joseph Cuccio 9100 Nakoma Way, Weeki Wachee, FL.

Vice-President Tom Taylor 9100 Nakoma Way, Weeki Wachee, FL.

Treasurer

2nd Vice President Barbara Dohm 9100 Nakoma Way, Weeki Wachee, FL.

3rd Vice President James Perretto 9100 Nakoma Way, Weeki Wachee, FL.

Corporate Secretary/Security – Richard Rivers 9100 Nakoma Way, Weeki Wachee, FL.

ARTICLE VII

The Corporation shall be governed by a Board of Directors of at least five (5) persons all of whom shall be members of the Association. (3-19-98)

ARTICLE VIII

The Board of Directors may establish, fix and collect, or provide the procedure for establishing, fixing and collecting monthly and special assessments against every Owner of a lot, tract, parcel or Living Unit for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Properties and in particular for the construction, re-construction, improvement and maintenance of the properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties, including but not limited to, the payment of taxes and insurance thereon and repair, replacements and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. Said monthly and special assessments, together with such interest thereon and repair, replacements and additions thereto, and for the cost of labor, equipment, materials, management, and supervision thereof. Said monthly and special assessments, together with such interest thereon as determined by the Board of Directors and any costs of assessment is made and shall be a continuing lien upon the property against which each such assessment is made and shall also be the personal obligation of the person who was the owner of such Property at the time when the assessment fell due.

The Board of Directors may, after consideration of current maintenance costs and future needs of the Association, fix or provide the procedure for fixing the monthly assessment at such lesser or greater amount than the amount declared in the initial by-laws, as may be appropriate. (3-19-98)

ARTICLE IX

The By-laws of the Corporation were adopted by the Board of Directors and may be altered, amended or rescinded by a majority vote of the Board of Directors.

(3-19-98)

ARTICLE X

Fifty-one (51%) of the total membership qualified to vote shall be required to amend these Articles of Incorporation, voting in person or by proxy at any Annual Meeting or any Special Meeting called for that purpose wherein the required quorum exists. Unless otherwise specified, the amendment shall be effective immediately upon adoption. (recorded 6/5/97 with Florida Department of State – Document #728891)

ARTICLE XI

The present location of the office of incorporation shall be 9100 Nakoma Way, Weeki Wachee, Florida, 34613. (3-19-98)

ARTICLE XII

The name and the street address of the registered agent is:

Bruce T. Bowie 9100 Nakoma Way, Weeki Wachee, Florida 34613

ARTICLE XIII

This Corporation shall never have or issue shares of stock and no part of the income of the Corporation shall be distributable or distributed to any of its members, directors or officers except in the event of termination of the Corporation, at which time all of the assets shall be distributed equally among all members. (3-19-98)

ARTICLE XIV

The name and address of the subscribers to these amended, restated and recorded articles are:

Ediath Michalek 9100 Nakoma Way, Weeki Wachee, Florida 34613

Olive Barnes 9100 Nakoma Way, Weeki Wachee, Florida 34613

President and Secretary of the Association.

For the purpose of restating, as amended, the Articles of Incorporation of this Corporation under the Laws of the State of Florida, we, the undersigned, President and Secretary of this Association, have executed these Restated Articles of Incorporation.

The Heather Property Owners Association, Inc.

These Restated Articles of Incorporation were approved and recorded by the Florida Department of State on April 27, 1998, Document # 728891.