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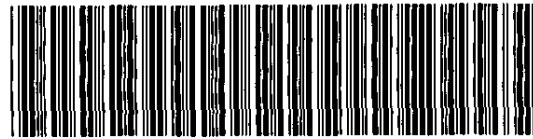
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*Amended &
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10 NOV -4 PM 1:43
DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

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2010 NOV -4 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

DR
11/4/10



CORPORATION SERVICE COMPANY

ACCOUNT NO. : I20000000195
REFERENCE : 566457 9666A
AUTHORIZATION : *[Signature]*
COST LIMIT : \$ 35.00

ORDER DATE : November 4, 2010

ORDER TIME : 10:38 AM

ORDER NO. : 566457-015

CUSTOMER NO: 9666A

DOMESTIC AMENDMENT FILING

NAME: HEATHER ISLAND MARKET CENTER
PROPERTY OWNERS' ASSOCIATION
INC

____ ARTICLES OF AMENDMENT
XX____ RESTATED ARTICLES OF INCORPORATION

PLEASE RETURN THE FOLLOWING AS PROOF OF FILING:

____ CERTIFIED COPY
XX____ PLAIN STAMPED COPY
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CONTACT PERSON: Matthew Young -- EXT# 2962

EXAMINER'S INITIALS: _____

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ARTICLES OF RESTATEMENT (WITH AMENDMENTS)

NOV -4 PM 4:03
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

OF
ARTICLES OF INCORPORATION
OF
HEATHER ISLAND MARKET CENTER
PROPERTY OWNERS' ASSOCIATION INC.,
(DOCUMENT NO. N10000003323)

Pursuant to the provisions of Section 617.1007, Florida Statutes, this Florida not-for-profit corporation adopts the following Articles of Restatement, restating and amending the Articles of Incorporation of Heather Island Market Center Property Owners' Association, Inc.:

ARTICLE 1.

Name and Address

The name of the Corporation is Heather Island Market Center Property Owners' Association, Inc., hereinafter called the "Association". The address of the Corporation is 101 NE 1st Avenue, Ocala, FL 34470-6655.

ARTICLE 2.

Registered Agent

The name of the Registered Agent is John Rudnianyn and the Registered Office is 101 NE 1st Avenue, Ocala, FL 34470-6655.

ARTICLE 3.

Definitions

All definitions in the Declaration of Covenants and Restrictions for Heather Island Market Center (the "Declaration") to which a copy of the Articles are attached as Exhibit "A", are incorporated herein by reference and made a part hereof.

ARTICLE 4.

Purpose and Definitions

- 4.1 **Purpose.** The primary purpose of this Association is to create an entity to provide a forum for discussion and communication among the Owners of property in Heather Island Market Center and to facilitate and assure the maintenance and operation of the property as may be subjected to the terms of the Declaration pursuant to its terms, including but not limited to the roadways and drainage

facilities. Without limiting the foregoing, the Association shall assist in the enforcement of any provisions of the Declaration which relate to the Surface Water or Storm Water Management System.

- 4.2 Nonprofit Character of Association.** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors or Officers.

ARTICLE 5.

Powers

The Association shall have all the powers and duties reasonably necessary to operate and maintain the Association including the following:

- 5.1** To exercise all the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration as recorded in the Public Records of Marion County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length.
- 5.2** To promulgate or enforce rules, regulations, bylaws, covenants, restrictions, or agreements to effectuate all of the purposes for which the Association is organized.
- 5.3** To have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the laws of the State of Florida may now or hereafter have or exercise.
- 5.4** To establish, collect, and disburse assessments to be used for the maintenance and upkeep of the Common Areas, easement areas, storm water collection system, roadways, and the storm water and surface water drainage facilities located within Heather Island Market Center for which the Association has responsibility.
- 5.5** To manage, operate, maintain, and improve the Common Areas, easement areas, storm sewer collection system, roadways, and the storm water and surface water drainage facilities located within the recorded subdivision of Heather Island Market Center for which the Association has responsibility.
- 5.6** To enforce covenants, conditions or restrictions affecting the Property to the extent the Association may be authorized to do so under any Declaration or the Bylaws.
- 5.7** To enter into, make, perform or enforce contracts of every kind and description; and to take all other acts necessary, appropriate or advisable in carrying out any purpose of the Association with or in association with any corporation or other entity or agency, public or private.
- 5.8** To manage, operate, maintain the surface water and storm water retention system in a manner consistent with the St. Johns River Water Management District Permit No. 40-083-0144-ERP requirements and applicable District rules, and shall assist in the enforcement of the Declarations which relate to the Storm Water or Surface Water Management System.

ARTICLE 6.

Membership

The Declarant and every Owner of a Lot as defined in the Declaration shall be a member of the Association. Except for the Declarant, membership shall be appurtenant to and may not be separated from ownership of any Lot. All members agree to be bound by the terms and provisions of these Articles of Incorporation and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

ARTICLE 7.

Voting Rights

The voting rights in the Association shall be as set forth in the Declaration.

ARTICLE 8.

Board of Directors

The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who need not be members of the Association. The first Board shall consist of three (3) Directors. Thereafter, the number of Directors may be increased to a maximum of five by a majority vote of the Board of Directors.

The first election of Directors shall be held within sixty (60) days after January 1, 2011 at a meeting of the members called for that purpose. Three Directors shall be elected at this first election, one for a term of one year, one for a term of two years, and one for a term of three years. Said Board shall also determine the term for each new directorship so created. At each annual meeting thereafter a number of Directors equal to that of those whose terms have expired shall be elected for the term of three years. At the expiration of any term, any Director may be re-elected. The Directors shall be elected by the vote of a majority of the Members entitled to vote thereon at a meeting at which a majority of the Members entitled to vote are present.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Steven H. Gray	125 NE 1 st Avenue, Suite 1 Ocala, FL 34471
Tim D. Haines	125 NE 1 st Avenue, Suite 1 Ocala, FL 34471
John S. Rudniansyn	101 NE 1 st Avenue Ocala, FL 34471

At any time a Lot in the Subject Property is owned by Declarant (or its specific assignee of the right granted herein) the Declarant shall be entitled to appoint one (1) member of the Board of Directors, the balance of the Board of Directors to be elected as noted above.

ARTICLE 9.

Assessments

The Directors are required to establish a Common Assessment to be levied against each Lot sufficient to maintain, extend or improve the Common Areas, any other areas which are maintained or partially maintained by the Association, including the DRAs, Public Right-of-Way and Shared Private Drives as defined in the Declaration, and any portion of the Surface Water or Storm Water Management System for which the Association is responsible. The Directors shall notify any Owner of the amount of the then Common Assessment upon written request, along with an explanation for the determination of the Common Assessment in such detail as the Directors determine. The amount of the Common Assessment may be changed by the Directors as frequently as deemed necessary by them to assure that the amount of the Common Assessment is sufficient to pay all Common Expenses or otherwise satisfy all obligations of the Association. The Assessment so established may be levied and collected annually, quarterly or monthly, either in arrears or in advance, at the sole discretion of the Directors, and shall be apportioned as set forth in the Declaration.

The Directors may, in their complete and sole discretion, propose a special assessment against the Lots for one time and/or extraordinary expenses associated with the maintenance, extension or improvement of the Common Areas of the Property. The Directors shall give each member notification of the proposed Special Assessment, and the time and location for the meeting of the Directors and members for consideration of the special assessment (which shall be in Marion County, Florida) not less than fourteen (14) or greater than sixty (60) days prior to the scheduled special meeting of the members. At the special meeting the special assessment (or any revised special assessment provided that the total amount is not greater than the proposed special assessment sent with the notice of the meeting) may be adopted by an affirmative vote of the Owners of at least sixty percent (60%) of the Lots then in existence.

The Directors shall establish a separate interest bearing account for the deposit of all funds collected pursuant to this Article, and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed only for improvements to, and extensions or maintenance of, the Common Areas, within Heather Island Market Center for the payment of Common Expenses or otherwise for purposes authorized by the Declarations. The Directors shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from the account referred to above, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to same.

The assessments collected by the Association in accordance with the provisions of this Article shall also be used, to the extent required, for the maintenance and repair of the surface water or storm water management systems, including but not limited to work within retention areas, drainage structures and drainage easements.

ARTICLE 10.

Dissolution

In the event of the termination, dissolution, or final liquidation of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes.

Notwithstanding any other provisions contained within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida. In the event of the termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or storm water management systems located within Heather Island Market Center must be transferred to and accepted by an entity which would comply with Rule 40C-42.027, the Florida Administrative Code (as amended), and must be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE 11.

Duration

The existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida, and the corporation shall exist perpetually thereafter.

ARTICLE 12.

Amendments

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

- 12.1 Notice of Amendment.** Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.
- 12.2 Adoption of Resolution.** A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association entitled to vote thereon.
- 12.3 Adoption of Amendment.** Adoption of the amendment will require the affirmative vote of three-fourths of the Members entitled to vote thereon.
- 12.4 Restrictions on Amendment.** No amendment to these Articles of Incorporation affecting in any way the ownership, maintenance or operation of any surface water or storm water management system in Heather Island Market Center shall be effective without the written consent of the St. Johns River Water Management District.

ARTICLE 13.

Subscribers

The names and street addresses of the subscribers and incorporators to these Articles of Incorporation is the same as listed in Article 8 hereof.

ARTICLE 14.

Officers

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

- **John S. Rudnianyn President**
- **Albert B. Peek Secretary/Treasurer**

ARTICLE 15.

Bylaws

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the Members by the majority vote of the Members otherwise entitled to vote thereon at a meeting at which a majority of the Members entitled to vote are present. Any amendments to Bylaws shall be binding on all members of the Association.

ARTICLE 16.

Indemnification of Officers and Directors

The Association shall and does hereby indemnify and hold harmless and every Director and every officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

ARTICLE 17.

Transaction in Which Directors or Officers are Interested

No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, the Declarant, or an affiliate of the Declarant, or a corporation in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

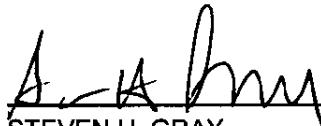
Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

CERTIFICATION

The foregoing Articles of Restatement contain amendments requiring Member approval. Each amendment incorporated in the foregoing Articles of Restatement (with Amendments) of Articles of Incorporation for Heather Island Market Center Property Owners' Association, Inc., was adopted on October 1, 2010, and is effective as of October 1, 2010.

Each amendment set forth in the foregoing Articles of Restatement (with Amendments) of Articles of Incorporation for Heather Island Market Center Property Owners' Association, Inc., was approved by unanimous vote of the Members of the Corporation. The number of votes cast for each such amendment by the Member was sufficient for approval.

IN WITNESS WHEREOF, the undersigned have executed these Articles of Restatement (with Amendments) of Articles of Incorporation for Heather Island Market Center Property Owners' Association, Inc, this 1st day of October, 2010.


STEVEN H. GRAY


TIM D. HAINES

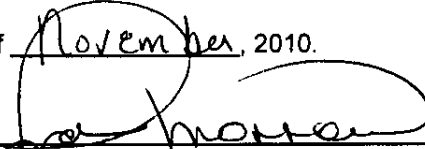

JOHN S. RUDNIANYN

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared Steven H. Gray, known to me and known by me to be the person who executed the foregoing Articles of Restatement (with Amendments) of Articles of Incorporation for Heather Island Market Center Property Owners' Association, Inc., and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal this 3rd day of November, 2010.

GINA MORROW
Notary Public, State of Florida
My comm. expires April 9, 2012
Comm. No. DD 777047

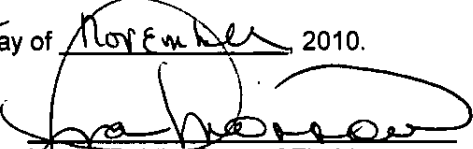

Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared TIM D. HAINES, known to me and known by me to be the person who executed the foregoing Articles of Restatement (with Amendments) of Articles of Incorporation for HEATHER ISLAND MARKET CENTER PROPERTY OWNERS' ASSOCIATION, INC., and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal this 3rd day of November, 2010.

GINA MORROW
Notary Public, State of Florida
My comm. expires April 9, 2012
Comm. No. DD 777047

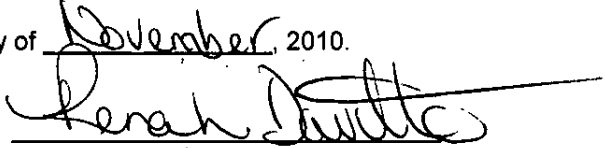

Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, a notary public authorized to take acknowledgments in the state and county set forth above, personally appeared JOHN S. RUDNIANYN, known to me and known by me to be the person who executed the foregoing Articles of Restatement (with Amendments) of Articles of Incorporation for HEATHER ISLAND MARKET CENTER PROPERTY OWNERS' ASSOCIATION, INC., and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal this 3rd day of November, 2010.

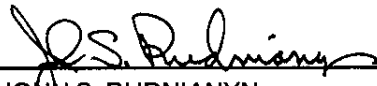
RENA L. DAVITTO
Notary Public, State of Florida
My Commission Expires July 11, 2011
Comm. No. DD 667307


Notary Public, State of Florida
My Commission Expires: _____
My Commission No.: _____

CERTIFICATE OF ACCEPTANCE BY REGISTERED AGENT

JOHN S. RUDNIANYN, whose address is 101 NE 1st Avenue, Ocala, FL 34470-6655 the initial registered agent named in the Articles of Incorporation to accept service of process of Heather Island Market Center Property Owners' Association, Inc., organized under the laws of the State of Florida hereby accepts such appointment as registered agent at the place designated in this certificate.

DATED THIS 3rd DAY OF November, 2010.



JOHN S. RUDNIANYN