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HOWELL CREEK PARK  
DECLARATION OF COVENANTS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, That this Declaration of Covenants and Restrictions, Made and Entered into on this 10<sup>th</sup> day of April, A.D., 1990 by HOWELL CREEK PARK, INC., a Florida corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Seminole County, Florida, which is more particularly described in Article II below (the "Properties"); and,

WHEREAS, Declarant desires to subdivide and develop the Properties into a residential community or subdivision; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of common facilities therein by subjecting the Properties to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each of which is for the benefit of the Properties and each owner thereof; and,

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the power of maintaining and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and,

WHEREAS, Declarant will incorporate under the laws of the State of Florida, as a non-profit corporation, HOWELL CREEK PARK HOMEOWNER'S ASSOCIATION, INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Declarant declares that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the HOWELL CREEK PARK HOMEOWNER'S ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

(b) "The Properties" shall mean and refer to the Properties and all other properties that are made subject to this Declaration.

(c) "Common Properties" shall mean and refer to the front entry landscaped areas, including perimeter landscape buffers along the decorative wall along Dodd Road, and those areas designated on the recorded subdivision plat of the Properties as tracts A, B, C, F, G and H, and any other common areas as time to time which may be added by the Association.

(d) "Lot" shall mean and refer to any subdivided lot within the Properties as delineated on the Plat.

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(e) "Living Unit" shall mean and refer to any portion of a building situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

(f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated in the Properties but shall not refer to the owner or holder of any mortgage or other interest given to secure an obligation.

(g) "Member" shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section I, hereof.

(h) "Declarant" shall mean and refer to Howell Creek Park, Inc., a Florida corporation, together with its successors and assigns.

(i) "Streets" shall mean the areas designated as streets on the Plat, which are the areas not included in either a Lot or the Common Properties.

(j) "ARB" shall mean the committee known as the "Architectural Review Board" as described in Article VII hereof.

(k) "Plat" shall mean and refer to that subdivision map of the Properties recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Public Records of Seminole County, Florida.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION ADDITIONS THERETO

Section 1. The Properties. The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Seminole County, Florida, and is more particularly described in the Plat of Howell Creek Park P.U.D. as recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ and \_\_\_\_\_, Public Records of Seminole County, Florida.

## ARTICLE III

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association 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 any obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all those Owners defined in Section 1 of this Article III with the exception of the Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to ten (10) votes for each Lot in which it holds the interest required for membership by Section 1 of this Article III, provided that the Class B Membership shall cease and become converted to Class A Membership when the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, at which time the Class B Membership shall cease and be converted to a Class A Membership and entitled to vote as such.

#### ARTICLE IV

##### PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Properties and Streets which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge a reasonable fee for the maintenance of the Common Properties.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid or for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties or Streets to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless any instrument signed by two-thirds (2/3) of each class of Members agreeing to such dedication or transfer has been recorded.

(d) The right of the Association to impose reasonable rules and regulations relating to use of the Common Properties.

Notwithstanding the foregoing, no Owner shall use the Common Properties for a purpose for which the Association determines said Common Properties were not intended.

Section 2. Owner's Use of Lots. Use of Lots shall be limited to residential purposes.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Properties and facilities to the members of his family, his guests, his tenants, or contract purchasers who reside on said Owner's property.

Section 4. Use of Streets. Use of the Streets within the Properties shall be governed by the provisions of Article VI herein.

#### ARTICLE V

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) an original assessment or charge; (2) basic annual assessments; (3)

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special assessments for capital improvements. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided, and, together with interest and costs of collection (including attorneys' fees), shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and costs of collection, (including attorneys' fees) 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 maintenance of the Common Properties and other purposes set forth herein, including, but not limited to:

- (a) Payment of operating expenses of said Association;
- (b) Maintenance of subdivision walls constructed within or on a portion of the perimeter of the subdivision;
- (c) Lighting, improvement, beautification and maintenance of access ways, easement areas, rights of ways, recreational facilities, private roadways and sidewalks within the Properties;
- (d) Maintenance of storm water drainage facilities, discharge facilities including curb gutter, storm sewer, two (2) retention ponds with underdrain and rear lot swales to serve Howell Creek Park;
- (e) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized or required by said Association;
- (f) Doing any other thing necessary or desirable, in the judgement of said Association, to keep the subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards, or, which in the judgement of said Association, may be of general benefit to the Owners or occupants of lands included in the subdivision;

Section 3. Original, Basic Annual and Special Assessments.

(a) Original Assessment. The original assessment, to be paid by a purchaser at the time of purchase of a Lot from the Declarant, shall be TWO HUNDRED FIFTY DOLLARS (\$250.00) per Lot. The Declarant, until the time the Association is activated, may use any part of all of said sum for the purposes set forth in Article V, Section 2. The Declarant shall deliver to the Association the balance of any funds upon activation of the Association.

(b) Basic Annual Assessment. The basic annual assessment shall be established by the Association; which shall not exceed the amount of THREE HUNDRED FIFTY DOLLARS (\$350.00) per year, per Lot, only so long as the Class B Member shall have a majority of the votes in the Association. This basic annual assessment shall be in addition to the above-mentioned original assessment. The basic annual assessment shall be paid directly to the Association, or, in the event the Association is not yet activated, to the Declarant to be held in accordance with the above provisions.

(c) Maximum Basic Annual Assessment. Until the Class B Member loses the majority vote, the maximum basic annual assessment for each Lot, payable quarterly, semi-annually, or annually in advance, shall be \$350.00. Commencing after said Class B Member loses the majority vote, the amount of the basic annual assessment shall be in such amounts as adopted by the Board of Directors of the Association, payable annually or semi-annually or otherwise in advance, until the amount of said assessment is changed by action of said Board of Directors. The assessment amount may be changed at any time by said Board from that originally stipulated herein or from any other assessment that is in the future adopted. Notwithstanding the foregoing, any increase during a year which results in said assessment exceeding the prior calendar year's assessment by more than ten percent (10%) shall require approval by vote of a

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majority of Members present at a meeting called for such purpose. The notice for such meeting shall state that purpose. The assessment shall be for the calendar year, but the amount of the annual assessment to be levied during any period shorter than a full calendar year shall be prorata for the number of months remaining in such a calendar year.

(d) Special Assessments for Capital Improvements. In addition to the basic annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Properties, including fixtures and personal property related thereto, or for the purpose of defraying any nonbudgeted expenses including, but not limited to, expenses incurred in enforcing the terms of this Declaration. Any such assessment shall have been approved by two-thirds (2/3) of each class of Members who are voting in person or by proxy at an Association meeting duly called for this purpose. Special assessments may also be levied as provided for in Articles VI and VIII herein.

Section 4. Certificate of Payment. The Association shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of Non-payment of Assessment. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection (including attorneys' fees) thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property of the then Owner, his heirs, devisees, personal representative and assigns. The personal obligations of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the highest rate per annum permitted by Florida law and the Association may bring an action at law against the Owner personally obligated to pay the same and to foreclose the lien against the property, and there shall be added to the amount of such assessment interest together with the costs of the action (including attorneys' fees). No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Properties or abandonment of his Lot.

Section 6. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the recordation of a claim of lien for unpaid assessments. This subordination shall not relieve such property from liability of any assessments now or hereafter due and payable.

Section 7. Waiver of Original Assessment. Notwithstanding any provisions of this Article V to the contrary, the Declarant shall not pay nor be in any way liable for payment of the original assessment against any Lot.

Section 8. Uniform Rate of Assessment. Both the basic annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly, semiannual or annual basis as determined by the Board of Directors of the Association.

Section 9. Notice and Quorum for any Action Authorized Under Section 3 Hereof. Written notice of any meeting called for the purpose of taking any action authorized under this Section 3 of Article V shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members, or of proxies of each class entitled to twenty-five percent (25%) of all votes of each class shall constitute a quorum. If the

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required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be fifty percent (50%) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 10. Date of Commencement of Basic Annual Assessments: Due Date. The basic annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a purchaser other than Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the basic annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by said Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid.

Section 11. Duty to Enforce. It shall be the legal duty and responsibility of the Association to enforce payments of the assessments hereunder.

## ARTICLE VI

### PRIVATE STREETS

Section 1. Creation and Easement Rights. There are shown on the Plat of the Properties certain rights of way for ingress and egress to the Lots. The Streets are not being dedicated to the public but shall be deeded to the Association and maintained as private streets. There is hereby granted unto each Lot Owner, his family, guests and invitees a perpetual easement for ingress and egress over and across the private streets, subject to the provisions of this Article VI.

Section 2. Maintenance: Assessments. Unless at a future time, as provided by this Declaration, the maintenance of the Streets is assumed by a governmental entity, the Association shall maintain the Streets within the Properties and assess the cost of maintenance to the Lot Owners. The estimated maintenance cost shall be included in each annual budget and assessed to each Lot. The Association shall have the right to propose a special assessment, if necessary, to defray the cost of any extraordinary repairs of the Streets. The procedure for the adoption and collection of regular and special assessments for maintenance of the Streets shall be as set forth in this Article V. Notwithstanding the foregoing sentence, the Board of Directors of the Association, if it finds that an emergency road repair is needed to promote or insure the health, safety or welfare of the community, may take such curative action as may be necessary and assess the cost thereof as a special assessment without the necessity of a prior meeting of Lot Owners.

Section 3. Restrictions Concerning Streets. The Board of the Association shall have the right to adopt and enforce reasonable rules and regulations concerning Street usage, after first giving notice to all Lot Owners at least ten (10) days notice prior to the meeting at which the regulation is to be considered. Such notice shall indicate the subject matter of the proposed regulation. In addition to such regulations, the following restrictions shall apply:

A. Street Parking. No vehicle may remain parked on a street area for more than one hour, except that vehicles of guests who are visiting a Lot Owner may park in the street for a period not exceeding four hours if there is no room on the Lot Owner's driveway. However, any cars so parked must not be parked in such a way as to hinder ability to pass on the street, hinder access to any driveway or to create a safety hazard. The Association shall have the right to tow repeat offenders' vehicles after placing a warning notice on the car one time.

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B. Prohibited Vehicles. Each of the following vehicles is prohibited from using the Streets within the Properties: motorcycles, motor-scooter, all-terrain vehicles, dune buggies, or similar vehicles.

C. Access. The Association shall have right to provide for security in order to keep unauthorized persons or vehicles off the Properties. The security provisions may include a restricted access point at the subdivision entrance.

D. Emergency Vehicles; Utilities. Notwithstanding any of the other provisions of this Article VI, there is granted a perpetual easement over the Streets within the Properties for purpose of providing access to police, fire, ambulance and other emergency vehicles; for refuse collection, and for the maintenance and operation of utilities serving the Properties.

E. Rights of Declarant. There is hereby granted a perpetual easement to Declarant, its successors and assigns for the purpose of providing access to prospective purchasers of Lots or of constructed homes. No plan of restricted access through the use of a guard gate or check point may be commenced without the Declarant's consent so long as Declarant owns one or more Lots within the Properties.

F. Construction Vehicles. Access shall be permitted for construction vehicles during daylight hours for the purpose of constructing improvements which have received prior approval of the ARB.

G. Speed Limits. Traffic through the streets within the Properties shall be limited to a maximum speed of twenty-five (25) miles per hour. The Association may establish a different limit or may establish other traffic regulations as it deems necessary.

## ARTICLE VII

### ARCHITECTURAL REVIEW BOARD (ARB)

The Declarant shall, upon the recording of this Declaration, immediately form a committee known as the "Architectural Review Board", herein referred to as "ARB". The ARB shall function as follows:

Section 1. Architectural Control. (No building, landscaping, fence, wall or other structure or improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition, change, or alteration be made to a structure or improvement until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same and the landscape plan shall be submitted to and approved in writing by the ARB composed as set forth below.) In the event said ARB fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this Article VII will be deemed to have been fully complied with. The ARB in its sole discretion may, by written instructions, grant any variation or modification to these covenants, conditions and restrictions and such variation or modification to these covenants, conditions and restrictions shall be binding on all Owners.

Section 2. Composition. The original composition of the ARB shall consist of three (3) persons designated by the Declarant, which shall include an architect selected by the Declarant. The ARB shall maintain this composition until the Class B Member no longer has the majority vote of the Association. Upon the Class B Member losing the majority vote, the ARB shall be appointed by the Board of Directors of the Association and shall serve at the pleasure of said Board. Provided, however, that in its selection, said Board shall be obligated to appoint the Declarant or his designated representative to the ARB for so long as Declarant owns any Lots in the Properties. The Board of Directors shall also be obligated to appoint at least one (1) Owner of the Association excluding the Declarant. The Board of Directors of said Association shall have the authority to amend or alter the number of members of the ARB. A quorum of the ARB shall be two (2) members.

Section 3. Duties. The ARB shall have the following duties and powers:

(1) to promulgate from time to time residential planning criteria for the Properties. However, any said planning criteria shall be set forth in writing and made known to Owners and to all prospective purchasers. Any residential planning criteria promulgated by the ARB shall be subject to final approval by the Association. Said residential planning criteria shall include any and all matters considered appropriate by the ARB not inconsistent with the provisions of this Declaration;

(2) to approve or disapprove all buildings, fences, walls or other structures or improvements which shall be commenced, erected or maintained upon the Properties and to approve or disapprove any exterior additions, changes or alterations to structures or improvements therein. For any of the above; the ARB shall be furnished plans and specifications showing the nature, shape, height, materials, and location of the same and shall approve or disapprove in writing such proposed additions, changes or alterations;

(3) to approve or disapprove any such building plans and specifications and Lot grading and landscaping plans, and the conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason, including purely aesthetic reasons, the ARB should determine that said improvement, alteration, etc. is not consistent with the planned development of the Properties or contiguous lands thereto;

(4) to require to be submitted to it for approval or disapproval any samples of building material proposed or any other sample, data or information necessary to reach its decision;

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(5) at the time of each application, each of the following items shall be submitted in duplicate:

- (a) complete blueprints of proposed construction, including elevations;
- (b) specifications, including complete description of exterior materials;
- (c) site plan;
- (d) exterior color chart;
- (e) sample and/or adequate description of roofing materials;
- (f) site clearing plan, including identification of trees and major shrubs to be removed;
- (g) landscape plan;
- (h) drawing of builder identification signs to be used, if any, and description of materials and colors; and
- (i) drawing of mailbox design, including materials and colors.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Properties, the Association shall have the right to provide exterior maintenance upon any vacant Lot or upon any improved Lot, subject, however, to the following provisions. Prior to performing any maintenance on a vacant Lot or home, the Association shall determine that said property is in need of repair or maintenance and is detracting from overall appearance of the Properties. Prior to commencement of any maintenance work on a Lot, the Association must furnish thirty (30) days prior written notice to the Owner at the last address listed in the Association's record for said Owner, notifying the Owner that unless certain specified repairs or maintenance are made within said thirty (30) day period, the Association shall make said necessary repairs and charge the costs of the same to the Owner. Upon the failure of the Owner to act within said period of time, the Association shall have the right to enter in or upon any such Lot or to hire personnel to do so to make such necessary repairs or maintenance as is so specified in the above written notice. In this connection the Association shall have the right, but is



not so obligated, to paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and other exterior improvements.

Section 2. Assessment of Cost. The cost of such exterior maintenance shall be assessed against the Lot upon which such maintenance is done and shall be added to and become part of the annual maintenance assessment or charge to which such Lot is subject under Article V hereof and, as part of such annual assessment or charge, it shall be a lien upon the land and obligation of the Owner and shall become due and payable in all respects as provided in Article V hereof. Provided that the Board of Directors of the Association, when establishing the annual assessment against each Lot for any assessment year as required under Article V hereof, may add thereto the estimated cost of the exterior maintenance for that year but shall, thereafter, make such adjustment with the Owner as is necessary to reflect the actual cost thereof.

## ARTICLE IX

### RESTRICTIVE COVENANTS

The Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Properties and shall be binding upon their respective heirs, personal representatives, successors and assigns, as follows:

(1) Land Use. No Lot shall be used except for single-family residential purposes. No building or improvement shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth.

(2) Dwelling Quantity and Size. Each dwelling shall be located on not less than one Lot of the Properties. Any building shall have a minimum of 1,800 square feet of air-conditioned living area.

(3) Roofs. All roofs shall have a minimum pitch of 5/12 and shall be constructed using architectural asphalt, or other shingle approved by the ARB. Flat built-up roofs shall be permitted only over porches or patios at the rear of the residence. Any roof changes are subject to ARB requirements.

(4) Building Location.

(a) Front yards shall not be less than 25 feet in depth measured from the front property line to the front exterior surface of the building structure at that portion thereof that is closest to the rear lot line.

(b) Rear yards shall not be less than 25 feet in depth measured from the rear property line to the rear exterior surface of any building structure, exclusive of pool or patio, at that portion thereof that is closest to the rear lot line.

(c) Side yards shall be provided on each side of every dwelling structure of not less than seven and one half feet from side lot lines, except on a corner Lot, where setbacks from all streets or roads shall be a minimum of 25 feet on the front and 20 feet on the side.

(5) Water and Sewage Facilities. No individual well or other water supply system or individual sewage disposal system shall be permitted on any Lot without the approval of the ARB. The above does not restrict the right of an Owner to install, operate and maintain a water well on his property for use only for swimming pools and irrigation purposes.

(6) ARB Authority. In addition to those restrictions set forth in this Declaration, the ARB shall have the authority, as hereinabove expressed, from time to time to include within its promulgated residential planning criteria other restrictions regarding such matters as prohibitions against window air-conditioning units, for sale signs, mailboxes,

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temporary structures, nuisances, garbage and trash disposal, vehicles under repair, removal of trees, gutters, easements, games and play structures, swimming pools, sight distance at intersections, utility connections and television antennas, driveway construction, and such other restrictions as it shall deem appropriate. Said restrictions shall become binding and shall be given the same force and effect as the restrictions set forth herein until the ARB or the Association modifies, changes, or promulgates new restrictions or the Association modifies or changes restrictions set forth by the ARB.

(7) Association Authority. The Association shall have the same rights as set forth in paragraph (6), immediately preceding.

(8) Garages. No carports shall be permitted and all garages shall be enclosed and shall be at least adequate to house two (2) standard sized American automobiles, and shall be maintained in a usable condition. All vehicles must be totally enclosed and not visible from the street or road and no repairs, alterations or modifications shall be made to any vehicle except in a totally enclosed structure. No garage may be used for a living area in any Living Unit.

(9) Temporary Structures. No structure of a temporary character, including a trailer, basement, tent, shack, garage, barn or other such building or structure shall be placed upon the Properties or additions to the Properties at any time; provided, however, that this prohibition shall not apply to shelters used by a contractor or Declarant, his successors or assigns, during construction; provided, however, these temporary shelters may not, at any time, be used as residences or permitted to remain on the Properties after completion of construction.

(10) Animals. No animals, fowl or reptiles shall be kept on or in Lots, or on the Properties or additions to the Properties except for caged birds kept as pets and domestic dogs and cats in reasonable numbers; provided that such dogs and cats shall not be allowed off its Owner's Lot except on a leash. In no event shall such pets be kept, bred or maintained for any commercial purposes.

(11) Signs. No sign of any kind shall be displayed to the public view on any Lot except one identification sign of not more than one (1) square foot in size or one temporary real estate sign of not more than four (4) square feet in area. No commercial flags, pennants or other such device shall be allowed; provided, however, that this restriction shall not be applicable to the Declarant or his assigns. All signs shall conform to the regulations pertaining thereto in the Code or Ordinances of Seminole County, Florida.

(12) Building Materials. Only finished material such as brick, stucco, or painted or stained wood siding shall be used for the exterior surfaces of Living Units and other structures on all sides of such Living Units and structures.

(13) Service Yard. There shall be a structural enclosure of at least 36 inches in height, including a gate or door, for the placement of all trash and garbage cans. All exterior pumps, motors, air-conditioning compressors, storage tanks and other mechanical features shall be screened from view either by a decorative structure at least 36 inches in height or by landscaping materials.

(14) Offensive Activity. No noxious or offensive activity shall be carried on or upon the Properties or additions to the Properties nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. There shall be no exterior clothes lines. There shall not be maintained any plants or animals, or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the Owners thereof; and, further, all domestic animals shall either be kept on a leash or kept within an enclosed area.

(15) Insect and Fire Control. In order to implement effective insect, reptile and woods fire control, and to prevent nuisances or eyesores, the Association, its agents and employees, shall have the right to enter upon any Lot on which a residence has not been constructed, after thirty (30) days notice to said Owner by the Association and the failure

of said Owner to reply, and such entry may be made by personnel with tractors or other suitable devices, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which, in the opinion of the Association, detracts from the overall beauty, setting and safety of the Properties. Such entry for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. The Association and its agents and employees may likewise enter upon such land to remove any trash which has collected on such Lot without such entry and removal being deemed a trespass. The provisions in this Section (15) shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services.

(16) Trailers. No house or travel trailer, camper, boat, trailer, tent, barn or other similar outbuilding or structure shall be placed on any Lot at any time, either temporarily or permanently, except in a closed structure or garage. This provision shall not apply to any temporary construction trailer owned by a builder placed upon the Lot for the purposes of a temporary facility during the course of construction.

(17) Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and may be installed only within the main dwelling house, within the accessory building, within the screened area required herein, or buried underground.

(18) Water Wells. Prior to the occupancy of a Living Unit on any Lot, proper and suitable provision shall be made for, furnished by Declarant or its assigns or the entity Declarant selects, the service of providing water to the Properties or to the additions to the Properties. No individual or private potable water wells may be drilled or maintained on any Lot; provided, however, that this restriction shall not deny the right of Owner to drill a well for the purpose of providing the capability to water the lawns and shrubs on the Owner's Lot.

(19) Trees. Each Owner shall plant and maintain on his Lot, at least three (3) trees, all of which shall have a minimum thickness of one and one-half inches (1-1/2"), and one of which shall be planted as hereafter determined by the Board of the Association. Such trees shall be of any of the following varieties:

Oak	Parkensonia
Dogwood	Crepe Myrtel
Golden Raintree	Tibbuei
Patio Elm	Tibuchina
Sycamore	Magnolia

All trees must be at least six (6) feet in height at the time of planting.

(20) Sidewalks. Concrete sidewalks within the street right-of-way forty eight (48) inches in width shall be constructed in front of each Lot upon completion of the dwelling. Such sidewalks are to be constructed in accordance with Seminole County subdivision regulations. In addition, such sidewalks shall be four (4) inches thick and six (6) inches thick at driveways.

(21) Television, Radio Antennae. No outside dish type television antennae or radio aerials or other aerials or antennae shall be permitted on the Properties; however, such aerials and/or antennae may be maintained in a residence's attic or otherwise totally obscured from outside view.

(22) Solar Water Heaters. Solar water heaters shall be permitted only if totally obscured from outside view.

(23) Sprinkler System. All houses shall be constructed with an automatic sprinkler system as a standard item included in the home.

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SEMINOLE CO. FL.

(24) Fence Standard. The fence standard established and adopted by the ARB concerning the type of fencing allowed on any and all lots within the Properties shall be:

"All fences must be constructed of cypress, pine or other suitable material, 6 feet high, 6 inch wide panels or planks (boards) which are a minimum of 1/2 inch thick. There shall be no pointed tops, all tops must have "clipped" corners, also referred to as dog eared. The fence style may be either picket, shadow box or board on board. All gates must be the same material and all fences must be painted or stained in an approved color. Proposed colors must be submitted to ARB for approval or disapproval. No fencing shall be allowed in areas where there is an existing wall, namely in the entrance area or along perimeter walls. Wood fences may connect to these walls. No other types of fencing will be allowed. Specific exceptions may be brought to the ARB for its review."

In addition to the above, when installing the specified fence, the posts (supports, stringers, beams) must face to the interior of the Lot. The outside of the fence must be the smooth side.

(25) Monument Mail Box. The ARB requires that all houses be constructed with a monument mail box as a standard item included in the home. The design, materials, colors and site plan are to be submitted to the ARB for approval or disapproval.

(26) Skate Board Ramps. No skate board ramp or other similar structure shall be permitted on a Lot.

(27) Basketball Goals. No basketball goal shall be permitted on a Lot without prior written approval of the ARB. The design, materials, colors and site plan for a basketball goal must be submitted to the ARB for approval or disapproval. If approved, said basketball goal shall be located at the rear of the dwelling or on the inside portion of corner lots within the set backlines.

(28) Game and Play Structures. All other fixed game and play structures will be prohibited without prior written approval by the ARB. Tree houses or platforms of a like kind or nature will not be constructed on any part of a Lot without the prior written consent of the ARB.

(29) Clotheslines. No clotheslines or similar device shall be permitted to be erected on any Lot or other part of the Properties unless erected and located in such a manner so as to not be visible from the subdivision streets or from any adjoining Lot, including Lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other Owners.

(30) Swimming Pools. Any swimming pool to be constructed upon any Lot shall be subject to review by the ARB. The design must incorporate, at a minimum, the following:

- (a) The composition of the material must be thoroughly tested and accepted by the industry for such construction.
- (b) Any swimming pool constructed on any Lot shall have an elevation of the top of the pool not over two (2) feet above natural grade unless approved. No above-ground pools shall be permitted.
- (c) Pool cages and screens must be of a design, color and material approved by the ARB and shall be no higher than twelve (12) feet unless otherwise approved by the ARB.
- (d) Pool screening shall not be visible from the street in front of the Living Unit. Pool screening shall not extend beyond the sides of the house without prior express approval of the ARB.

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(31) Drainage and Grading. The drainage and water conservation easements shown on the Plat shall not be disturbed or modified. No drainage ditches, cuts, swales, streams, impoundments, ponds, or lakes; no mounds, knobs, dams, or hills; and no other physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns may be created, destroyed, altered or modified without the prior written consent of the ARB, whether on a Lot or Common Properties.

Special attention shall be given to proper site surface drainage, so that surface waters will not interfere with surrounding Lots and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and not to allow water to collect or stand.

In the event any Owner violates these provisions, the Association or Declarant shall have the right to enter onto the private open space easements and return said swales and beams to their previous state and the cost of said work shall be assessed against the Owner and shall become a lien against said Owner's property if unpaid in the same manner as provided elsewhere herein.

(32) D.W.C.E. The drainage and water conservation easements shown in the Plat are dedicated to Seminole County and are further subject to regulation by various governmental agencies having jurisdiction over wetlands and environmentally sensitive areas. The Declarant does not have authority to permit improvements, in such areas unless Lot Owners have first obtained permits or exemptions from all such governmental agencies. Said permits must be obtained in addition to and prior to submittal of plans to the ARB for approval.

(33) Sodding of Lawns. The yards of all Lots shall be completely sodded upon completion of the Living Unit. The type of sod must be approved by the ARB.

ARTICLE X

AMENDMENT BY DECLARANT

The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower standards of the covenants and restrictions herein contained, and (c) to release any building plot from any part of the covenants and restriction which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if the Declarant, in its sole judgement, determines such violation to be a minor or insubstantial violation.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner, without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of the land shown on the Plat.

ARTICLE XII

AMENDMENT

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular item, any other provisions, covenants, or restrictions

BOOK 2171 PAGE 0856  
SEMINOLE CO. FL.

set forth herein may be amended in accordance with this provision. The Owners of at least seventy five (75%) percent of these Lots may change or amend any provision hereof, except as above mentioned, in whole or in part, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Seminole County, Florida. A proposed amendment may be instituted by the Declarant, the ARB, the Association, or by petition signed by fifteen (15%) percent of the then Owners of the Lots. A written copy of the proposed amendment shall be furnished to each Owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss such particular amendment. Said notification shall contain the time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties on any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment. Notwithstanding the foregoing provisions, as long as the Declarant is the Owner of any Lot, it shall have the right, in its sole discretion, to amend this Declaration, without the joinder or a vote of any other Owners, and each Owner and all subsequent grantees of any Lots hereby grant to the Declarant any powers of attorney necessary to effect any change, amendment or modification if deemed by the Declarant, its successors or assigns to be so required.

#### ARTICLE XIII

##### DURATION

The covenants, restrictions and provisions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date that this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. Said covenants, restrictions and provisions shall inure to the benefit of the Owners, the Declarant, and their respective legal representatives, heirs, successors and assigns until amended, modified or terminated according to the terms of this Article XIII or Article XI hereinabove set forth. These covenants, provisions and restrictions may be terminated in the same manner set forth for amendments in this Article XI.

#### ARTICLE XIV

##### ENFORCEABILITY

Section 1. If any person, firm, or corporation, or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Declarant or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenants or restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, or the failure of the Association, to enforce any covenant or restriction or any obligation right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.

Section 2. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgement or court order shall not affect or modify any of the other provisions of said covenants and restrictions which shall remain in full force and effect.

Section 3. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the record of the Association at the time of such mailing.

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SEMINOLE CO. FL.  
BOOK 17171 PAGE 0857

IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed by its duly authorized officer and its corporate seal to be hereunto affixed all as of the day and year first above written.

Signed, sealed, and delivered in the presence of:

HOWELL CREEK PARK, INC.,  
a Florida corporation

[Signature]  
Thomas W. Keen

By: [Signature]  
as [Signature]

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 1990 by Allan E. Keen, President of Howell Creek Park, Inc., a Florida corporation, on behalf of said corporation.

Cheryl Marie  
NOTARY PUBLIC  
My Commission Expires: 3/31/92  
Notary Public, State of Florida  
My Commission Expires Jan 31, 1992  
Bonds thru Troy Fair - January

This Instrument Prepared By:

Thomas W. Keen  
1069 West Morse Boulevard  
Winter Park, Florida 32789

BJC/tg  
howellcr.dec

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SERIALS CO. FL.  
OFFICIAL RECORDS  
BOOK PAGE

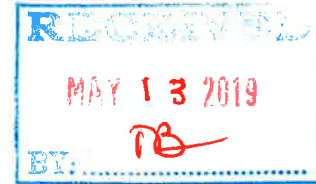
8



FLORIDA DEPARTMENT OF STATE  
Division of Corporations

May 9, 2019

ARIAS BOSINGER REAL ESTATE ATTORNEYS  
ATTN:CARLOS R ARIAS  
140 N WESTMONTE DR SUITE 203  
ALTAMONTE SPRINGS, FL 32714



Pursuant to your recent inquiry, we are enclosing the certification you requested.

Should you have any questions regarding this matter you may contact our office at (850) 245-6053.

Janessia S Wright  
Certification Section

Letter No. 219A00009319



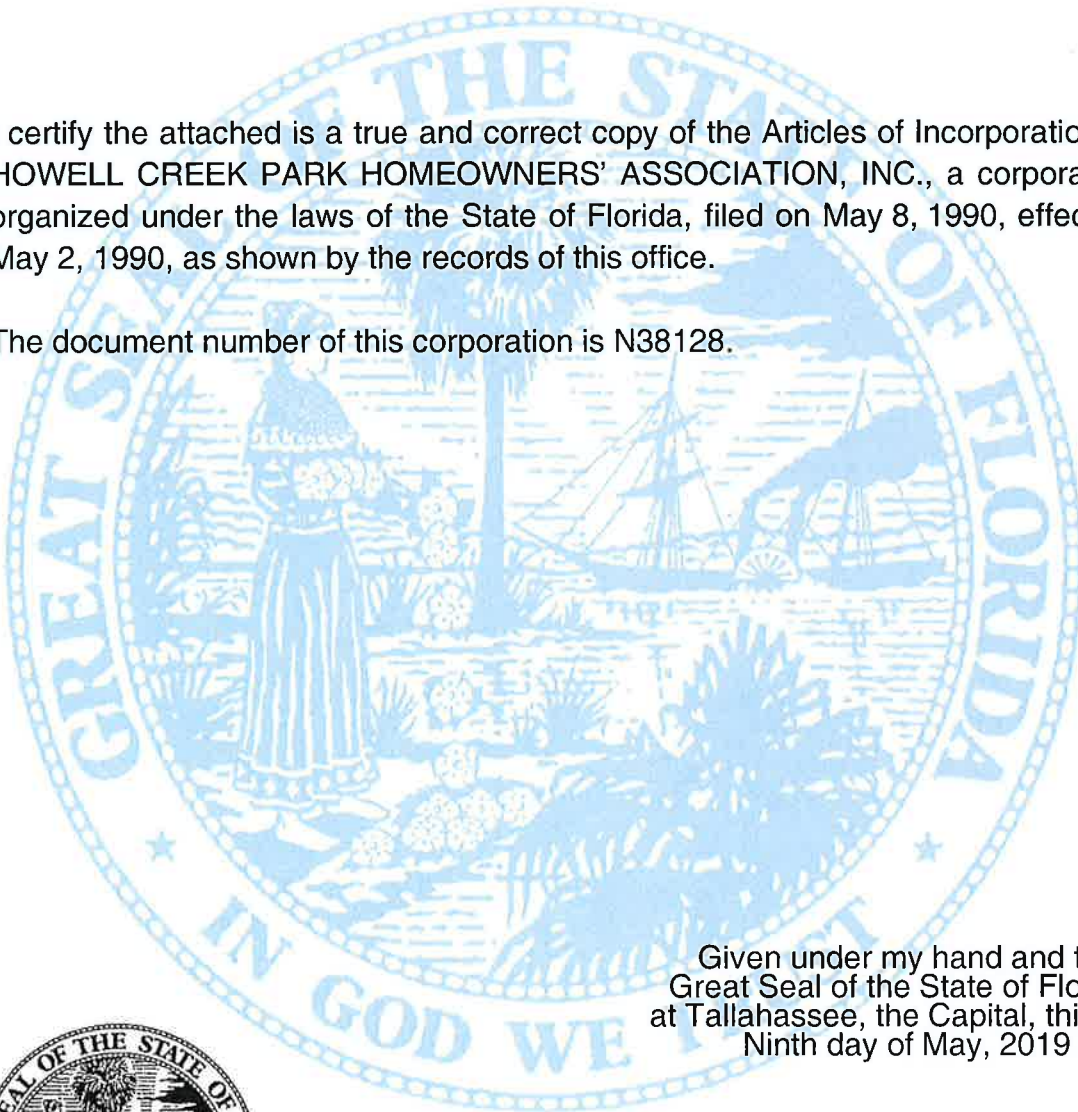
# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HOWELL CREEK PARK HOMEOWNERS' ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on May 8, 1990, effective May 2, 1990, as shown by the records of this office.

The document number of this corporation is N38128.



Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Ninth day of May, 2019



*Laurel M. Lee*

Laurel M. Lee

Secretary of State

ARTICLES OF INCORPORATION OF  
HOWELL CREEK PARK HOMEOWNERS' ASSOCIATION, INC.

(A Corporation Not For Profit)

The undersigned incorporator hereby files the Articles of Incorporation of HOWELL CREEK PARK HOMEOWNERS' ASSOCIATION, INC. (the "Corporation"), pursuant to Florida Statutes Chapter 617, as amended.

EFFECTIVE DATE  
5-2-90

ARTICLE I

The name of the Corporation shall be HOWELL CREEK PARK HOMEOWNERS' ASSOCIATION, INC. The Corporation shall be effective upon the date of subscription and acknowledgement of these Articles of Incorporation provided that these Articles of Incorporation are filed with the Florida Department of State within five (5) days, exclusive of legal holidays, after such date. If not so filed within said 5 days, these Articles of Incorporation shall be effective upon filing with the Florida Department of State.

ARTICLE II

The purposes for which the Corporation is organized is to own, establish, maintain and operate the common areas and recreational facilities, not for profit but solely for the mutual benefit of the members, to present a unified effort to the members in protecting the value of the property of the members in the Corporation, and to carry out and fulfill the purposes set forth in the Declaration (as hereafter defined in Article III), and to engage in all such other activities and to exercise all such powers, rights and privileges as permitted under Chapter 617 of the Florida Statutes as amended.

ARTICLE III

The members of the Corporation shall be limited to record owners of lots in HOWELL CREEK PARK PHASE I, according to the Plat thereof as recorded in Plat Book 43, at Pages 48 and 49, inclusive in the Public Records of Seminole County, Florida, and owners of lots in subsequent Phases of Howell Creek Park as the plats therefor are recorded, and owners of any subsequent lots which may be annexed to that certain Declaration of Restrictions on Real Estate (the "Declaration"), dated April 10, 1990 and recorded April 13, 1990 in O.R. Book 2171, at Page 0844, Public Records of Orange County, Florida, as amended from time to time, said Declaration being incorporated herein by reference. Every person or entity who is a record owner of a free or undivided fee interest in any lot which is subject by covenants of record to assessment by the Corporation, including contract sellers, shall be a member of the Corporation. 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 which is subject to assessment by the Association.

The Corporation shall have two classes of voting memberships:

Class A. Class A members shall be all those owners of lots in HOWELL CREEK PARK with the exception of the Developer (as the term "Developer" is defined in the Declaration), and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Developer and shall be entitled to ten (10) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- B. On January 1, 1995.

STATE OF FLORIDA  
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Allan E. Keen, the person named in the foregoing instrument, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 2<sup>ND</sup> day of MAY, 1990.

Cheryl Marie Zulcosy (NOTARY SEAL)  
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public, State of Florida  
My Commission Expires June 21, 1993  
Approved by the State of Florida



CERTIFICATE DESIGNATING REGISTERED OFFICE  
AND REGISTERED AGENT OF  
HOWELL CREEK PARK HOMEOWNERS' ASSOCIATION, INC.


---

Pursuant to Chapter 48.091 and 617.023, Florida Statutes, as amended, the following is submitted:  
HOWELL CREEK PARK HOMEOWNERS' ASSOCIATION, INC. (the "Corporation") desiring to  
organize as a corporation not for profit under the laws of the State of Florida, has named and designated  
ALLAN E. KEEN as its Registered Agent to accept service of process within the State of Florida with its  
registered office located at 1069 West Morse Blvd., Winter Park, Florida 32789.

ACKNOWLEDGEMENT

Having been named as Registered Agent for the Corporation, I hereby agree to act as Registered  
Agent of said Corporation.

Dated this 2nd day of May, 1990.

  
ALLAN E. KEEN  
as Registered Agent

BJC/tg  
howellcrk.art

FILED  
MAY 19 1990  
1:31

**EXHIBIT B**

**BY-LAWS**

**OF**

**HOWELL CREEK PARK HOMEOWNERS ASSOCIATION, INC.**

**I. DEFINITIONS**

All terms used herein which are defined in the "Howell Creek Park Declaration of Covenants and Restrictions" (the "Declaration") shall be used herein with the same meanings as defined in the Declaration.

**II. LOCATION OF PRINCIPAL OFFICE**

The principal office of the Association shall be located at AMRESKO Institutional, Inc., Attention: Steve Socklar, 100 North Tampa Street, Suite 1600 Tampa, Florida 33602, or at such other place as may be established by resolution by the Board of Directors of the Association.

**III. VOTING RIGHTS, ASSESSMENTS, QUORUM AND PROXIES**

A. The qualification of Members, the manner of their admission to membership and determination of such membership, and voting by the Members, shall be as set forth in the Association's Articles of Incorporation.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration, and shall result in the suspension of voting privileges during any period of such non-payment.

C. The quorum at any meeting of the Association shall consist of persons entitled to cast a vote representing more than two-thirds (2/3) of the total votes of the Association as determined in the manner set forth in the Association's Articles of Incorporation.

D. Votes may be cast either in person or by proxy. Proxy shall be valid only for the particular meeting designated thereon and must be filed with the Secretary at or before the designated time of the meeting on the form promulgated by the Association.

**IV. BOARD OF DIRECTORS**

A. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Board and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors.

B. Any vacancy occurring on the Board of Directors because of death, resignation or other termination of services of any Director, shall be filled by the Board of Directors; except that Developer, to the exclusion of other Members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.



C. All Directors shall serve without compensation provided that the foregoing shall not preclude the Board of Directors from employing a Director as an employee of the Association.

V. ELECTION OF DIRECTORS: NOMINATING AND ELECTION COMMITTEES.

A. Nominations for the election of Board shall be made by the Board. The Board may make nominations through a nominating committee appointed by the Board.

B. Developer shall, at least fourteen (14) days prior to the date set for the annual meeting of the Association, notify the Secretary of the Association (and the Nominating Committee) of the names of the Directors the Developer is appointing to the Board of Directors. At least thirty (30) days prior to the date set for such Annual Meeting, the Board and/or Nominating Committee shall notify the Secretary of the Association of the names of the candidates nominated for election to the Board of Directors. The Secretary of the Association shall, within seven (7) days after receiving such notification from the Board or Nominating Committee, prepare and mail ballots to the members.

C. The Board or Nominating Committee, if duly formed by the Board, shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either twenty (20) Class A Members or by one-third (1/3) of the existing Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on a written ballot as provided in Section 4 of this Article and shall be made in advance of the time fixed therein for the mailing of such ballots to members.

D. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Board or Nominating Committee, by petition for such vacancy and the names of those appointed to the Board by the Developer. Upon receipt of such ballots such members and representatives may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws.

E. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in the safe or other locked place until the date of the annual meeting of the Association. On that day, and at the annual meeting, the ballots shall be turned over to an election committee which shall consist of five (5) members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

F. The members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Board of Directors.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

A. The Board of Directors shall have the power:

1. To call meetings of the Members.
2. To appoint or remove at pleasure all officers, committees, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.
3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors.
4. To adopt and publish rules and regulations governing the use of the Common Area or any parcels thereof and the personal conduct of the Members and their guests thereon.
5. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.
6. To exercise for the Association all powers, duties and authority vested in or delegated to the Association except those reserved to Members in the Declaration or the Articles of Incorporation of the Association.

B. It shall be the duty of the Board of Directors:

1. To cause to be kept a complete record of all its acts and corporate affairs.
2. To supervise all officers, agents and employees of this Association and to see that their duties are properly performed.
3. With reference to assessments of the Association:
  - (a) To fix the amount of the Assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period;
  - (b) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member; and
  - (c) To send written notice of each assessment to every Member subject thereto.
4. To issue or cause an appropriate officer to issue, upon written demand by any Member, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of any assessment therein stated to have been paid.



5. To vote upon all applicants for membership.

**VII. MEETINGS.**

*The 1st week of November  
Who will notify  
when/where*

A. The annual meeting of the Association shall be held during the first full week of November each year at the principal office of the Association unless some other place is designated by the Board. Regular meetings of the Board of Directors shall be held at such time and place as provided by appropriate resolution of the Board of Directors.

B. Notice of such meetings is not required. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

C. Special meetings of the Board of Directors or the Members shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice to each Director or Member of the time, place and purpose of the meeting.

D. The transaction of any business at any meeting of the Board of Directors or Members however, called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice. If a quorum is present and, if either before or after the meeting, each of the Directors or Members not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such written waivers, consents and approvals shall be filed with the corporate records and made part of the minutes of the meeting.

E. The order of business at directors' or members' meetings shall be:

*what is this*

- a. Calling of roll.
- b. Proof of due notice of meeting.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of officers and committees.
- e. Election of officers.
- f. Unfinished business.
- g. New business.
- h. Financial matters.
- i. Adjournment.

F. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings as well as Board of Directors meetings when not in conflict with the Covenants and Restrictions, the Articles, or these By-Laws. The Board of Directors may adopt additional rules by majority vote.

**VIII. OFFICERS.**

A. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and, in accordance with the Articles of Incorporation, such other officers as may be determined by the Board, to be from time to time appropriate. The President shall be a member of the Board of Directors, but the other officers need not be.

B. The officers of the Association shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board of



Directors. Each officer shall hold office until his successor shall have been duly elected and qualified.

C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board of Directors for the unexpired portion of the term.

D. All officers shall hold office at the pleasure of the Board of Directors; except that if an officer is removed by the Board, such removal shall be without prejudice to the contract rights, if any, of the officer so removed.

E. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.

F. The Vice President, or the Vice President designated by the Board of Directors if there is more than one (1) Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board of Directors.

G. The Secretary shall be ex officio the Secretary of the Board of Directors, and shall record the votes and keep the minutes of all proceedings in a book to be kept for the purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such member.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. The Treasurer or his appointed agent shall prepare an annual budget and an annual balance sheet statement on the budget and balance sheet statement shall be open for inspection upon reasonable request by any member.

J. The salaries, if any, of the officers and assistant officers of the Association shall be set by the Board of Directors.

IX. COMMITTEES

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairman and two (2) or more members and shall include a member of the Board of Directors. The committees (except the ARB) shall be appointed by the

Board of Directors within thirty (30) days after each annual meeting of the Board of Directors to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

B. The Nominating Committee shall have the duties and functions described in these By-Laws.

C. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of property in Howell Creek Park, and shall perform or seek the performance of such other functions as the Board in its discretion determines.

D. The ARB shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors, within thirty (30) days of such decision, that the Board review such decision. The determination of the Board upon reviewing such decision of the ARB in all events be final.

E. The Maintenance Committee and other committees appointed and specifically so empowered by the Board (but not the Nominating Committee or the ARB) shall have the power to appoint subcommittees from among their membership and it may delegate to any subcommittees any powers, duties and functions.

F. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities within the scope of responsibility of that committee. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director, officer, or the entire Board of the Association which is further concerned with the matter presented.

#### X. BOOKS AND PAPERS.

The Books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection of any Member.

#### XI. SEAL.

The Association shall have a seal in circular form having within its circumference the words Howell Creek Park Homeowners Association, Inc., A Florida corporation not for profit, 1991.

#### XII. AMENDMENTS

These By-Laws may be altered, amended or repealed by majority vote of the Directors present at a duly constituted meeting of the Board of Directors except that no amendment affecting Developer shall be effective without Developer's written consent thereto.

**CERTIFICATE**

The foregoing were adopted as the By-Laws of Howell  
Creek Park Homeowners Association, Inc., a corporation not for  
profit under the laws of the State of Florida on \_\_\_\_\_,  
19\_\_.

**Howell Creek Park Homeowners'  
Association, Inc.**

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary



# *State of Florida*

## *Department of State*


I certify from the records of this office that HOWELL CREEK PARK HOMEOWNERS' ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on May 8, 1990, effective May 2, 1990.

The document number of this corporation is N38128.

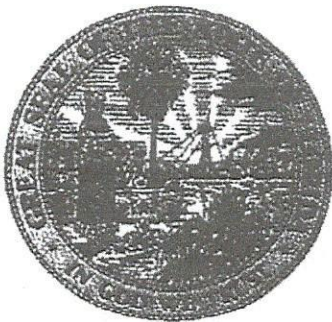
I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report was filed on April 26, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the Great Seal of  
Florida, at Tallahassee, the Capital, this the Fifth  
day of May, 2011*



*Secretary of State*



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