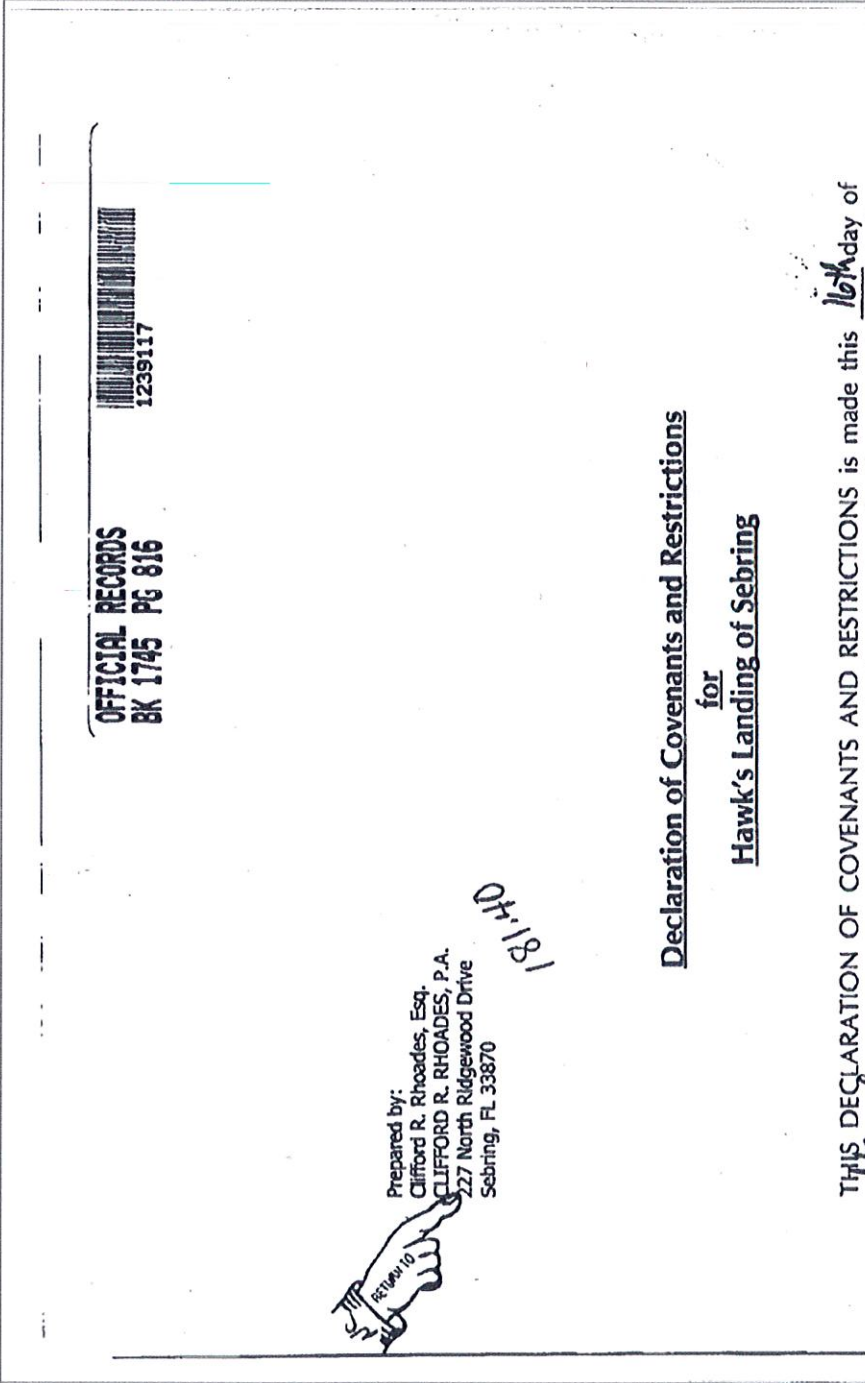


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Prepared by:  
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04-18-10



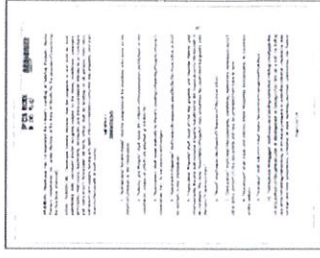
Declaration of Covenants and Restrictions  
for  
Hawk's Landing of Sebring

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 16th day of

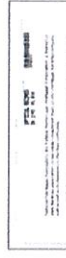
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Prepared by:  
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Sebring, FL 33870

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**Declaration of Covenants and Restrictions**  
**for**  
**Hawk's Landing of Sebring**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made this 16th day of March, 2004, by Hawk's Landing of Sebring, LLC, a Florida corporation hereinafter called "Developer," and by Hawk's Landing of Sebring Property Owner's Association, Inc., a Florida nonprofit corporation hereinafter called "Association."

**WITNESSETH**

WHEREAS, Developer is the owner of the real property described on Exhibit "A" herein called the "Property" or "development," and desires to create thereon a planned community of thirty-six (36) building sites initially and an additional eleven (11) building sites as said further sites are platted.

WHEREAS, Developer desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof; and

WHEREAS, Developer deems it necessary for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning and maintaining common property and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated the Hawk's Landing of Sebring Property Home Owner's Association, Inc. under the laws of the State of Florida for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Developer hereby declares that the property is and shall be held, transferred, sold, conveyed and/or occupied subject to the terms, conditions, covenants, provisions, restrictions, easements, servitudes, and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth, which shall be binding on all persons, their heirs, successors and assigns having any right, title or interest in or to the real property, and shall inure to the benefit of each owner.

**ARTICLE I**  
**DEFINITIONS**

1. "Architectural Review Board" shall be comprised of the members who serve on the Board of Directors of the Association.

2. "Articles and Bylaws" shall mean the Articles of Incorporation and Bylaws of the Association, copies of which are attached as Exhibit "B."

3. "Association" shall mean and refer to Hawk's Landing of Sebring Property Owner's Association, Inc., its successors and assigns.

4. "Association Expenses" shall mean the expenses payable by the Association as shall be set forth in this Declaration.

5. "Association Property" shall mean all the real property and interests therein (and improvements thereto) and personal property transferred to the Association for the benefit of all members. The term "Association Property" may sometimes be used interchangeably with the term "Common Area."

6. "Board" shall mean the Board of Directors of the Association.

7. "Declaration" shall mean the covenants, conditions, restrictions, easements and all other terms set forth in this document and may be amended from time to time.

8. "Developer" shall mean and refer to Albert Properties Incorporated, its successor and/or assigns.

9. "Holidays" shall refer to United States Government recognized holidays.

10. "Institutional Mortgagee" shall mean any lending institution holding a mortgage lien on any portion of the general plan of development or having a first lien on a unit, including any of the following institutions; an insurance company or subsidiary thereof, a federal or state savings and loan association, a federal or state building and loan association, the Federal



National Mortgage Association, the Federal Home Loan Mortgage Corporation, a federal or state banking association, a real estate investment trust, or any mortgage banking company authorized to do business in the State of Florida.

11. "Lot" shall mean one of the lots shown on the Plat of Hawk's Landing of Sebring, each of which is intended for use and occupancy solely for a single family residence.

12. "Lot Owner" shall mean the fee simple title holder of any lot, whether one or more persons or entities.

13. "Occupant" shall mean the occupant of a residence constructed on a lot.

14. "Property" shall mean all of the Property subject to this Declaration or subsequently made subject hereto by amendment. "Property" and "Development" may be used interchangeably.

15. "Rules and Regulations" shall mean the rules, regulations and policies which may be adopted by the Board from time to time by resolution duly made and carried.

16. "Surface water management systems facilities" shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

17. "Transfer date" shall mean the date that the Developer relinquishes the authority to appoint a majority of the Directors to the Board of Directors of the Association and conveys legal title to the Common Area to the Association. The transfer date shall occur one hundred twenty (120) days after the Developer has closed on the sale of all of the lots in the Hawk's Landing of Sebring. Provided, however, that the Developer retains the right to transfer the legal title to the Common Area, to the Association or to relinquish the right to appoint a majority of the Board of Directors of the Association at the earlier date.

ARTICLE II  
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. The owner of record of each lot shall be a mandatory member of the Association.

2. Each Lot Owner shall become a member of the Association upon acceptance of the deed to his lot. As a member of the Association, the Lot Owner shall be governed by the Articles of Incorporation and by the Bylaws of the Association; and shall be entitled to one vote for each lot owned.



**ARTICLE III**  
**USE OF PROPERTY**

**1. SINGLE FAMILY RESIDENCY.**

The lots shall be used only for the construction of single family residences. Nothing herein shall be deemed to prevent an owner from leasing a residence to a single family, subject to all of the terms, conditions and covenants contained in this Declaration.

**2. ADVERTISING.**

a. Advertising Signs. No advertising signs shall be permitted in the Development except real estate signs, lease or rental and construction signs. All signage shall be subject to prior written approval of the Architectural Review Board.

b. Garage Sale Signs. Garage sales are strictly prohibited

c. Handbills. Leaving, handing out or otherwise distributing commercial handbills on any street or motor vehicle in the Development is not permitted.

d. Pennants, Banners, Streamers, Etc. Pennants, banners, streamers, balloons, blinking and flashing lights, streamer lights, flags (except United States and/or State of Florida) and any other fluttering, spinning, rotating or similar attention attractors and advertising devices are not permitted in the Development. United States and/or State of Florida flags in a size not to exceed four (4) by six (6) may be displayed on a flag pole not to exceed twenty (20) feet.

e. Posting Notices. No person shall post or affix any notice, poster or other device calculated to attract the attention of the public to any lamp post, public utility pole or tree in the Development.

f. Solicitation. The sale of goods, wares and merchandise by any person or persons as a hawker or peddler is forbidden in the Development.

**3. SUBDIVISION OF LOT.**

The lot shall not be further subdivided or separated by an owner; and no portion less than all of any such lots, nor any easement or other interest granted herein, shall be conveyed or transferred by an owner; provided, however, that this shall not prevent corrective deeds, deeds to resolve boundary disputes and other similar corrective instruments. A Lot Owner may not add additional land to his lot or alter the Plat as recorded in Plat Book 16, Page 58, Public Records of Highlands County, Florida, or as amended by Developer. The Developer may add additional land area to the Development and re-plat certain areas at its own discretion.



4. ANIMALS.

a. Cats and Dogs. It shall be prohibited for any person in the Development to possess, harbor, shelter or keep more than four (4) adult cats or dogs (six months or older) so as to create a nuisance by way of noise, odor, menace to health or otherwise.

b. Dogs at Large. It shall be prohibited for any owner of a dog or person with custody of a dog to have said dog be at large without being restrained by a leash in the Development.

c. Domestic Animals and Fowl. It shall be prohibited to keep, harbor, breed or maintain upon any premises in the Development horses, ponies, cattle, goats, pigs or other livestock, or any pigeons, peacocks, chickens, ducks, roosters or any other domestic fowl.

5. PARKING, KEEPING AND MAINTAINING BOATS, TRUCKS, TRAILERS, RECREATIONAL VEHICLES, ETC.

a. Parking Boats and Boat Trailers. Boats and boat trailers shall be kept in/on an interior side or rear yard hidden by a wall or hedge.

b. Trucks, Trailers and Commercial Vehicles Parked in Residential Zones. No trucks, trailers, or commercial vehicles shall be parked in residential zones. This prohibition shall not apply to:

i. Vehicles that are entirely enclosed within the confines of an enclosed garage.

ii. Vehicles used by licensed contractors or service establishments actually doing work on the premises between 7:30 A.M. and 6:00 P.M., excluding Sundays and holidays; provided, however, that such vehicles shall contain written identification on both sides of the vehicle.

iii. Loading and unloading of trucks, trailers or commercial vehicles for periods exceeding two (2) hours; providing that no loading or unloading shall be done between 7:00 P.M. of one day and 7:00 A.M. of the next day.

iv. Automobiles with campaign signs for political candidates or propositions which have been placed on the ballot for public vote; provided that such signs are removed within seven (7) days after the voting for the candidate or proposition has taken place.

c. Trucks, Trailers and Commercial Vehicles on Development Streets. No commercial vehicles shall be parked on the streets or other public places between the hours of 7:00 P.M. of one day and 7:00 A.M. of the next day.

## 7. BUILDING PERMITS AND APPROVAL.

a. Approval of Plans. Any work which materially alters any elevation (front, rear or side) of a building or structure requires approval of the plan from the Architectural Review Board.

b. Architectural Review Board Requirements. Any and all submissions must comply with all documents here within and any and all deeded and recorded restrictions. All submitted plans must include:

i. The structure to be constructed shall be plotted on a survey no less than 10 feet equal to 1 inch scale.

ii. A floor plan of the area to be constructed at one-quarter (1/4) inch equals one (1) foot scale.

iii. The elevation or elevations of the area to be constructed at one-quarter (1/4) inch equals one (1) foot scale. All elevations and paint colors shall be similar to existing homes in the development.

iv. Any and all details that might describe the area to be constructed.

v. If submitted plan fails to comply with any restrictions, the plan shall be returned with corrections noted. The owner shall revise the plan to conform with restrictions and resubmit.

vi. The Architectural Review Board shall have thirty (30) days from receipt of submitted plans or resubmitted plans to return said plans to the owner.

c. Building Permits. No person shall commence the erection, construction, alteration or repair any building, structure, sign, awning or canopy within the Development without having obtained the required Architectural Review Board written approval and City of Sebring building permits.

d. Deviation from Approved Plans. After plans have been approved, no deviation from the approved design shall be permitted without the approval of the Architectural Review Board.

## 8. GARBAGE AND TRASH.

a. Depositing Trash on Lots, Alleys, Streets, Etc. It shall not be permitted for any reason to deposit garbage upon any lot, premise, street, park or in any canal, waterway, rock pit, pool or lake within the Development.

b. Trash Containers Condition. All of the required trash containers shall be in good repair, be watertight and have cover or lid.

c. Trash Containers Required. All residences and apartments shall have containers that can hold four (4) days' accumulation of garbage or trash.



d. Recreational Vehicles/ Campers. No recreational vehicle or camper may be parked on public or private property within the development, except for the purpose of loading or unloading, for a continuous period not to exceed twenty-four (24) hours per week or unless such vehicle is stored within the confines of an enclosed garage. Under no circumstance may a recreational vehicle be used for living and/or sleeping quarters within the Development.

e. Abandoned Vehicles. No wrecked, junked, partially dismantled or abandoned motor or other vehicle shall be parked or left on Association or private property within the Development.

f. Repairs. No repairs to motor vehicles, boats, trailers and/or recreational vehicles shall be permitted unless in enclosed garages.

#### 6. AUXILIARY OR ACCESSORY USE.

a. Garage Apartment, Private Garages. A private garage apartment, providing living quarters for the use of members of the family living in the main residence building or domestic employees, will be permitted in the Development, provided there are no cooking or kitchen facilities in the garage apartment.

b. Storage And/or Utility Rooms; Residential. Storage or utility rooms shall be permitted at a residence with a maximum interior floor of fifty (50) square feet, provided that they are tied to the main structure architecturally and constructed of materials similar to those of the main residence; i.e. no metal sheds.

c. Antennas, Satellite Dishes, Cable.

i. No Lot Owner shall erect a television or radio antennae without written permission of the Association. No antennae that is deemed to be obtrusive from adjacent properties shall be permitted. A detailed sketch outlining size, color and design shall be submitted to the Architectural Review Board for approval.

ii. Satellite dishes are permitted with written approval from the Architectural Review Board. No satellite dish that is deemed to be obtrusive from adjacent properties shall be permitted. A detailed sketch outlining size, color and design shall be submitted to the Architectural Review Board for approval.

iii. If cable should become available, all properties shall be assessed a monthly basic cable charge which will become part of the monthly association fee.





9. RESIDENTIAL DESIGN RESTRICTIONS.

a. All Homes Shall:

i. Be a minimum of Three Thousand Three Hundred (3,300) total square feet, with Two Thousand Seven Hundred (2,700) under air.

ii. Contain a minimum three car garage with minimum dimensions measuring twenty (20) feet by thirty (30) feet.

iii. Contain at least three (3) full bathrooms.

iv. No frame construction permitted. All homes shall be of CBS construction with concrete eight (8) inch by sixteen (16) inch reinforced tie beams and eight (8) inch by sixteen (16) inch tie columns.

v. Brick veneer is preferred, though stucco is acceptable.

vi. Metal roofing or architectural asphalt shingles or concrete tiles are minimum acceptance.

vii. A minimum twenty (20) percent setback of the distance from one side property line to the other side property line, fifty (50) foot rear setback and fifty (50) foot front setback, unless circumstances unique to the property shall create hardship on the owner; i.e. irregular shape lot, environmental concerns, etc.

viii. Finished floor elevation shall be at least thirty (30) inches above the apex of the road adjacent to the front property line, unless circumstance unique to the property exist; i.e., irregular elevation change placing floor level unreasonably high or low.

ix. Brick pavers, concrete or asphalt driveways are permitted; dirt, mulch or gravel driveways are not permitted. All driveways are to have an inverted culvert at the Association road swale.

x. No construction is permitted on Sundays and holidays within the Development. Construction shall be done between the hours of 7:30 A.M. and 6:00 P.M. Monday, Tuesday, Wednesday, Thursday, Friday and between 9:00 A.M. and 5:00 P.M. on Saturday.

xi. No construction shall be permitted by anyone within the Development that is not a licensed contractor in the state of Florida. The contractor shall be active and maintain all insurances as required by law.

xii. All homes must purchase a low pressure sewer system from Alpha General Services, Inc. which will connect to the central sewer system.

xiii. Impervious area may not exceed ten percent (10%) of the total lot area.

b. Swimming Pools:

i. All swimming pools constructed in the Development shall be screened in or have a wall or fence at least four (4) feet in height enclosing the pool. Gates in the protective wall and/or fence must be self enclosing and have a spring lock so that the gate shall be closed and fastened at all times

ii. No swimming pools may be kept or maintained as to be a hazard to the health, safety and/or welfare of the residences of the Development.

iii. No above ground swimming pools are permitted in the Development.

b. To Ensure a Fire Wise Community, All Homes Must:

i. Choose a firewise location.

(1) Slope of terrain; build on most level portion of land.

(2) Set single story home at least thirty (30) feet back from any ridge or hill, increase distance for multi-leveled homes.

ii. Design and build a firewise structure.

(1) Use construction materials that are fire resistant or non-combustible whenever possible.

(2) For roof construction, use materials such as Class-A asphalt, slate or clay tile, metal, cement and concrete products, or terracotta tiles. No exposed fasteners shall be accepted.

(3) No vinyl siding shall be permitted.

(4) Use fire resistive materials such as stucco or masonry on exterior wall cladding.

(5) Cover windows and skylights with non-flammable screening shutters, if shutters are utilized.



(6) Use double pane glass and/or tempered glass for windows and skylights.

(7) Cover exterior attic and underfloor vents with wire mesh no larger than one-eighth (1/8) of an inch.

(8) Undereave and soffit vents must be closer to roof line than wall.

(9) Box in eaves, while providing adequate ventilation.

(10) Driveway must have a minimum twelve (12) foot wide distance while maintaining a vertical clearance of fifteen (15) feet. Slope of driveway must be no greater than twelve percent (12%).

(11) Provide at least two (2) ground level doors for safety exits and at least two (2) means of escape, either a door or window in each room.

(12) Driveways must be well maintained and clearly marked and include ample turnaround space near main structure.

(13) Any bridges leading to home must support at least forty thousand (40,000) pounds.

(14) No outdoor incinerators.

(15) Smoke detectors must be to code standard.

iii. Employ firewise landscaping and maintenance.

(1) Keep gutters, eaves and roof clear of leaves and/or debris.

(2) Clear dead wood and dense vegetation from at least thirty (30) feet from house.

(3) Keep firewood away from house, attachments, fences and decks.

(4) If all wood fence is used, masonry or metal protective barriers must come between fence and house.

(5) Use non-flammable metal when constructing a trellis and cover with high moisture, non-flammable vegetation.



(6) Wood decks may not be located atop a hill where it will be in direct line of fire moving up slope; consider a terrace instead.

(7) Occasionally inspect home, looking for deterioration such as breaks and spaces between roof tiles, warping wood or cracks and crevices in structure.

(8) Keep trees and shrubs pruned.

(9) Remove leaf clutter and dead overhanging branches.

(10) Dispose of lawn clippings as per local regulations.

(11) Irrigation system must be well maintained.

(12) Store and use flammable materials properly.

(13) Dispose of smoking materials properly.

(14) Follow manufacturers' instructions when using pesticides and fertilizers.

(15) No outdoor campfires.

(16) Clear thirty (30) feet of native vegetation from around the residence.

c. Landscaping of Homes must Have:

i. Landscaped area thirty (30) feet around home.

ii. A plan shall be submitted to the Architectural Review Board consisting of:

(1) Site plan outlining all plant material, size and location.

(2) Details shall show all structures and all accessory structures, i.e. walkways, trellises, outdoor lighting, gazebos, pools, spas, driveways.

(3) Architectural Review Board shall deem the plan to be adequate or inadequate in its quantity and quality.

(4) An irrigation system.



10. NATURE PRESERVE / SOUTHWEST FLORIDA WATER MANAGEMENT - The Association shall establish a nature preserve and therefore restricts the clearing of native habitat to a maximum of fifty percent (50%) of each lot. All restrictions shall become part of the Deed Restrictions, Home Owners Association Bylaws, and contractually survive through sale from owner to owner.

a. Tree Removal. No Lot Owner, except the Developer, may remove or allow to be removed any live native trees in excess of six (6) inches in diameter without the written approval of the Board.

b. Restrictions. The applicable ordinances of Hawk's Landing regarding the nature preserve are hereby adopted and incorporated herein.

c. No construction activities may be conducted relative to any portion of the surface water management system facilities.

i. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), up and conservation area(s), and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida water Management Bartow Service Office.

ii. Subsection 369.20 (8), F.S. states 'a riparian owner may physically or mechanically remove herbaceous aquatic plants and semi woody herbaceous plants, such as shrub species and willow, within an area delimited by up to fifty percent (50%) of the property owner's frontage or fifty (50), which ever is less...' In addition, property owners may construct private docks within the cleared which are exempt pursuant to Rule 40D-4.051(12)(c). Florida Administrative Code, Otherwise, no owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of riprap or other shoreline reinforcements. Future changes to statute and rule shall be applied to this restriction. To insure the preservation of native habitat, no further splitting of individual lots within Hawk's Landing will be allowed. All lots shall be a minimum of two (2) acres. The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned by the Lot Owner or are located on land that is subject to easement in favor of the Lot Owner successors.

iii. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in Section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

iv. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

v. All the Lot Owners, parcel owners or unit owners must be members of the Association.

vi. A line item shall be created for the assessing of funds and the collecting of the assessed funds by the Lot Owner for operation, maintenance and replacement of the surface water management system facilities.

vii. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Lot Owner to compel it to correct any outstanding problems with the surface water management system facilities.

viii. Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.

ix. The restrictions shall be in effect for at least twenty-five (25) years with automatic renewal periods thereafter.

x. If the Association ceases to exist, all of the Lot Owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility.



xi. For projects which have on-site wetland mitigation as defined in Section 1.7.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision for monitoring and maintenance of the sufficient fund in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with Environmental Resource Permit.

d. Highlands County. The Developer hereby adopts and incorporates herein the Highlands County ordinances regarding the following:

i. Landing clearing exemption on up to two (2) acres without environmental clearance.

ii. Same restrictions as Southwest Florida Water Management District permit for the development.

iii. Environmental Clearance Report may be required on each lot containing protected native habitat if clearing of a lot exceeds two (2) acres.

e. Florida Fish and Wildlife Conservation Commission.

i. A species of special concern, gopher tortoise is known to occur in Hawk's Landing. A site assessment of each lot should be made to ascertain the presence or absence of the species. If present, a permit will be required for the incidental take or relocation on site of the species.

f. US Fish and Wildlife Conservation Service.

i. The potential exists for several federally protected animal species to occur in Hawk's Landing. A site assessment of each lot should be made to ascertain the presence or absence of protected species. If present, a permit will be required for the incidental take of the species. On site or off site mitigation for habitat and species impacts may be required.

ii. If an incidental take permit is required, a Habitat Conservation Plan for the species will have to be implemented. Mitigation for federally listed species is granted beginning at 2:1 ratios for impacted areas.

#### 11. TREES, SHRUBS , HIGH GRASS.

a. Overgrown Lots. No Owner or Owners, of a lot or parcel of land in the Development, may permit the growth of weeds and/or grass to exceed a height of twelve (12) inches or more, nor shall the accumulation of dead trees, rubbish, trash or debris be permitted to accumulate in an unsightly manner. In the event property owner is in violation of this



provision, is in receipt of notice of violation and fails to rectify violation within fifteen (15) days, the Association will rectify the violation and assess the property owner cost of rectification plus a Two Hundred Fifty Dollar (\$250.00) fine.

b. Trees on Association Property. No one shall cut, trim or remove any trees, shrubs or vines on Association property without written permission from the Board of Directors.

## 12. WALLS AND FENCES.

a. Walls and Fences; Materials. Walls may be constructed of coral rock, concrete block and stucco, brick or precast concrete. Fences may be constructed of aluminum or galvanized steel chain link and may be vinyl coated in black, park green, forest green, turf green or aqua green. Ornamental wrought iron, cast iron or aluminum must be approved by the Board of Architects.

b. Walls, Fences, Shrubbery; Height. Walls, fences and shrubbery within fifteen (15) feet of a driveway shall not exceed three (3) feet in height above established grade. Other walls shall not exceed four (4) feet above grade, but may be topped with an additional two (2) feet in height, of ornamental wrought iron, cast iron or aluminum. Fences shall not exceed six (6) feet in height above grade.

c. Walls and Fences; Location. Subject to the provisions herein, masonry walls may be located anywhere on Lots. Wire fences may be located anywhere along rear yard and side lot lines. If the fence extends closer to the street than the rear elevation of the house, it must be constructed with a masonry wall. Wire fences shall not abut upon the street unless the same is enclosed within a landscaped buffer. All walls and fences must be approved by the Architectural Review Board.

## 13. CLOTHES LINES.

No Lot Owner shall allow a clothes line or clothes pole on any Lot.

## 14. COMPLIANCE WITH RULES / NOTICE OF VIOLATION.

Lot Owner shall abide by each and every rule and regulation promulgated from time to time by the Board. The Board shall give a Lot Owner in violation of the rules and regulations written notice of the violation via U.S. Certified Mail, return receipt requested, and fifteen (15) days in which to cure the violation.

## 15. ENFORCEMENT.

Should the Association or Lot Owner be required to seek enforcement of any provision of the Declaration or the rules and regulations then, and in that event, the offending Lot Owner (for himself or for his family, guests, invitees or lessees) shall be liable to the



prevailing party for all costs incurred in the enforcement action, including reasonable attorney's fees, whether incurred in trial or appellate proceedings or otherwise.

**16. FIREARMS / FIREWORKS.**

Discharging of firearms and/or fireworks is prohibited in the Development.

**ARTICLE IV  
EASEMENTS/COMMON AREA**

The Developer, in its sole discretion, shall convey to the Association title or an easement to certain properties which shall be Common Area. The Common Area shall include all rights-of-way, recreational areas, easements to the extent not otherwise conveyed. This conveyance shall be subject to all mortgages, easements, reservations, restrictions, encumbrances, covenants and agreements then of record and to taxes for the year of conveyance. All expenses and costs for these Common Areas shall be borne by the Association.

The Developer, in its sole discretion, shall convey a perpetual non-exclusive easement to all utility or service companies servicing the property upon, over, across, through and under the Common Areas for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to, water, irrigation, sewer, gas, telephone, electricity, television cable or communication lines and systems. Provided, however, that no utility service line or system may be installed or relocated within the Common Area without the consent of the Board.

**ARTICLE V  
MAINTENANCE OF COMMON AREAS**

All Common Areas, including roadways, pavement, gates, recreational areas, berms, lawns, grounds, and landscaped areas, and surface water management systems located within the Common Areas shall be maintained by the Association. The cost to the Association of maintaining the Common Areas, shall be assessed among the Lot Owners as part of the Association expenses, pursuant to the provisions of this Declaration.

Each home shall be required to have a low pressure sewer system. The Association reserves the right to enter upon every lot for the purpose of maintenance, repair and operation of said sewer system. The cost of maintenance of that portion of the sewer system located on each lot shall be at that owner's expense.

**ARTICLE VI  
ARCHITECTURAL CONTROL AND SUBMISSION**

No fence, wall or other structure shall be commenced, erected or maintained upon any lot, nor shall there be any exterior addition to, change or alteration thereto be made until the



plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted to and approved in writing by the Architectural Review Board, as to harmony of external design and location in relation to the surrounding structures and topography. In the event the Board fails to approve or disapprove such design and location within thirty (30) days after such plans and specifications are submitted to it, then approval shall be deemed granted and this article shall be deemed to have been fully complied with; provided the size and location of the residence, fence, wall or structure are not in violation of any other of the covenants and provision in this Declaration. The Board does not have the authority to approve any plan that is in violation of any county ordinance and/or regulations and/or the Standard Building Code. Further, should said County, and/or the other Building Code require as a condition precedent, approval of the City of Sebring, said approval shall be a condition precedent to submission of any plan to the Architectural Review Board.

**ARTICLE VII**

**ASSOCIATION EXPENSES, METHOD OF DETERMINING  
ASSESSMENTS, AND MAINTENANCE OF COMMON AREAS**

1. The cost and expenses incurred by the Association with regard to the ownership, operation, maintenance and repair of the Common Area, including roadways, pavement, gates, recreational areas, berms, lawns, grounds, and landscaped areas, and surface water management systems, shall be Association expenses. Common Area expenses and said utility expenses shall be payable to the Association by all Lot Owners on an equal per Lot basis.

2. To defray the Association expenses, there is hereby imposed upon each lot and its owner, the affirmative covenant and obligation to pay to the Association; and upon the Association the obligation to assess, collect and expend, the Association's expenses and those expenses hereinafter set forth:

a. Taxes: All taxes levied or assessed upon the Common Areas, by any and all taxing authorities, including all taxes, charges as assessments, in position and liens for public improvements, special charges and assessments; and, in general all taxes on personal property and improvements which are now and which hereinafter may be placed in the Common Area, including any interest, penalties and other charges which may accrue on such taxes.

b. Utility Charges: All charges levied for utility services to the Common Area including without limitation all charges for water, gas, electricity, telephone, sewer and other type of utility or service charge, whether supplied by a private or public firm.

c. Insurance: The premiums on any policy or policies if insurance acquired by the Association for casualty or liability insurance.

d. Maintenance Expense: All expenses and costs incurred by the Association in maintaining the Common Areas and the sewer line, including the pumps and well or wells and the water distribution system, its well or any structures located on the Common Areas.

e. Additional Expenses: The costs of administration for the Association, including any secretaries, bookkeepers and other employees necessary to carry out the obligations and covenants of the Association under the Declaration, notwithstanding the fact that some of these services may be expended in providing services to collect sums owed by a particular lot. In addition, the Association may retain a managing company or contractor to assist in the operation of the Property and to perform and to assist in the performance of certain obligations of the Association here under. The fees or costs of any management company or contractor so retained shall be deemed to be part of the Association's expenses.

f. Indemnification. The costs to the Association, to indemnify and save harmless Developer from and against any and all claims, suits, actions, damages, and/or causes of action arising from any personal injury, loss of life and/or damage to property in and about the Common Areas, if any, from and against all costs, counsel fees, expenses, liabilities, occurring in and about such claim, the investigation thereof, or the defense at any level of any action or proceeding brought which may enter therein. Including in the foregoing provisions for indemnification are any expenses the Developer may be compelled to incur in bringing suit for the purposes of enforcing rights here under, or for the purpose of compelling the specific enforcement of the provisions, conditions, covenant and restrictions, contained in this Declaration to be kept and performed by the Association and/or the Lot Owners, including the payment of Association expenses. Further the cost of the Association indemnifying its officers and members of the Board for all costs and expenses whatsoever incurred in pursuance of their duties, obligations and functions here under. Nothing in the provision of this paragraph shall require any Institutional Mortgagee to pay any Association expense or indemnify and save harmless Developer in accordance with such paragraph. Any such Association expense shall be relocated amongst the owners other than the Institutional Mortgagees.

g. Special Assessments. Any special assessment that shall be levied to defray such other Association expenses determined by the Board to be payable by the Association and which is not inconsistent with the terms of this Declaration, the Articles of Incorporation or the Bylaws.

3. Method of determining Assessments. The "Assessments" (as hereinafter defined) for the Association expenses shall be levied and paid for as follows:

a. The Association expenses shall be paid by the Association out of funds assessed and collected from and paid by all Lot Owners.

b. The Board shall prepare an estimated annual budget which shall reflect the estimated Association expenses. Thereupon the Board shall allocate an equal share of the expenses of the Association to all lots.

c. The Assessments may be adjusted as necessary to allow for any change in the amount of Association expenses or revenue.



4. The initial assessment shall be Eighty Dollars (\$80.00) per lot, per month, and shall be based on the following:

- a. Landscape maintenance of entrance, roads, pavement, right-of-way and easements.
- b. Maintenance of entry gates, columns, tele-entry, cameras, lighting and asphalt roads.
- c. Maintenance and upkeep of park, tennis court, dock, and restrooms.
- d. Insurance.
- e. Taxes.
- f. Meeting rooms, entertainment and newsletter.
- g. Professional fees.

5. Developer shall not be required to pay the share of common expenses and Assessments relating to his lots until the Developer has sold ninety-five percent (95%) of the lots. If Developer elects not to pay the per lot share of the Assessment, Developer will pay the portion of common expenses incurred which exceeds the amount assessed against all other Lot Owners, i.e., the deficit.

**ARTICLE VIII  
INSURANCE**

1. Casualty. Each Lot Owner shall maintain a policy or policies to insure the residence located on his lot and the contents thereof. The Association shall maintain a policy or policies to insure all structures and improvements on the Common Areas. This coverage shall be in such amounts so that the insured will not be co-insurer except under deductible clauses required to obtain coverages at a reasonable cost. The coverages will include the following:

- a. Loss or damage by fire or other hazards covered by a standard extended coverage endorsement; and
- b. Such other risks as from time to time shall be customarily covered in buildings similarly built, located and used, such as insurance covering windstorm, vandalism and malicious mischief.

2. Reconstruction and Repair after Casualty. Under ordinary circumstances any lot which is damaged by casualty shall be reconstructed and repaired. If a dispute arises as to whether a lot should be repaired or reconstructed, the Board of Directors shall make the determination to repair or reconstruct. Adjoining owners shall be bound by this determination.

3. **Public Liability Coverage.** The Association shall obtain Public Liability coverage insuring the Association and all Lot Owners against any and all claims and demands made by any person or persons for injuries received in connection to the operation and maintenance of the Common Areas and improvements located therein, or for any other risk insured against by such policies. Each policy shall have limits of not less than Three Hundred Thousand Dollars (\$300,000.00) of single limit coverage for all claims for personal injury and property damage arising out of a single occurrence.

**ARTICLE IX**  
**ESTABLISHMENT AND ENFORCEMENT OF LIENS**

1. All assessments for Association Expenses, including special assessment and all installments thereof, (collectively, the "assessments") with interest thereon and costs of collection, including reasonable attorney's fees at trial level, appellate level, or otherwise, are hereby declared to be a charge and continuing lien upon the lot against which such assessments are made. Each assessment against a lot, together with such interest thereon at the highest rate allowed by law and costs of collection thereof, including attorney's fees, shall be the personal obligation of the person, persons or entity owning the lot assessed. Said lien shall be effective only from and after the time of recordation among the Public Records of Highlands County, Florida, of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, costs and fees accrued, the party making payment shall be entitled to a Recordable Satisfaction of Lien. When any first mortgagee obtains title to a lot as a result of a foreclosure of mortgage or if a deed (or assignment) is given in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of assessments pertaining to such lots or chargeable to the former owner which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu of foreclosure, unless such share is secured by a Claim of Lien for assessments recorded prior to the recording of the foreclosed mortgage or deed given in lieu of foreclosure shall be deemed to be assessment collectable from all other lots.

2. In the event any Lot Owner shall fail to pay assessments or any installment thereof charged to his lot within fifteen (15) days after the same becomes due, the Association through its Board, shall have all of the following remedies to the extent permitted by law:

a. To accelerate the entire amount of any assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

b. To advance on behalf of said owner funds to accomplish the needs of the Association and the amount or amounts of money so advanced, including reasonable attorney's fees and expenses which might have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said owner, together with interest at the highest rate allowed by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.



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

d. To file an action at law to collect said assessments, plus interest at the highest rate allowable by law plus court costs, without waiving any lien rights and/or rights of foreclosure by the Association.

**ARTICLE X**  
**ENFORCEMENT OF DECLARATION**

The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms or to prevent violation or breach of any of the covenants or terms herein. Enforcement may be sought by the Developer, the Association or any Lot Owner and the losing party shall pay all costs and reasonable attorney's fees at all trial and appellate levels to the prevailing party. No suit shall be brought against Developer unless at least three-fourths (3/4) of Lot Owners have voted to initiate same.

**ARTICLE XI**  
**AMENDMENTS**

1. This Declaration may be amended only by consent of three-fourths (3/4) of all Lot Owners. Said consent shall be in writing and affixed to any Amendment to this Declaration.

2. An amendment to the Declaration shall become effective upon the recordation among the Public Records of Highlands County, Florida.

**ARTICLE XII**  
**CONVEYANCES AND LEASES**

In order to assure a community of congenial residents, and thus protect the value of the dwellings, the sale or lease of lots shall be subject to the following provisions:

1. A purchaser of a lot shall notify the Association in writing of his purchase, furnishing a copy of his recorded deed.

2. Any and all lease agreements between an owner and a lessee of such owner's lot shall be in writing, shall provide for a term of not less than thirty (30) days, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement shall also state who will be responsible for obligation of all Lot Owners, to supply the Board with a copy of said agreement, a Lot Owner, by leasing his Lot, automatically delegates his right of use and enjoyment of the Common Area and facilities to his lessee; and in so doing, said Lot Owner relinquishes said rights during the term of the lease agreement.



**ARTICLE XIII**  
**TERMINATION**

This Declaration may be terminated upon the affirmative written consent of all Lot Owners together with all Institutional Mortgagees holding mortgages encumbering lots.

**ARTICLE XIV**  
**MISCELLANEOUS**

1. The failure of the Developer, the Association or any Lot Owner to object to a Lot Owner's or other person's failure to comply with the covenants or restrictions contained herein shall in no event be deemed a waiver of any right to object to same and to seek compliance therewith in accordance with the provisions herein.

2. Articles and paragraph captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way effect any of the terms and provision of this Declaration.

3. Whenever the context requires any pronoun used herein may be deemed to mean corresponding masculine, feminine or neuter form thereof and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

4. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way effect any of the other provisions, hereof, which shall remain in full force and effect.

5. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the subject property and inure to the benefit of Developer, the Association, the owners, Institutional Mortgagees and their respective legal representatives, heirs, successors, and assigns for a term of perpetuity from the date of recording of this Declaration in the Public Records of Highlands County, Florida and thereafter until terminates set forth in Article XIII.

6. The Association may not convey, encumber, abandon, partition or subdivide any of the Common Areas without the approval of all Institutional Mortgagees.

7. All first mortgagees, upon request, shall be entitled to written notification from the Association of (a) any default by an individual Lot Owner of any obligation here under not cured within sixty (60) days, (b) any condemnation loss or any casualty loss which effects a material portion of the development or any lot encumbered by such mortgages, and (c) cancellation or material modification of any insurance policy maintained by the Association.

8. The Association shall make available to Lot Owners and lenders, holders, insurers or guarantors of any mortgage, current copies of the Declaration, Articles of Incorporation,



Bylaws, Rules and Regulations and other such documents governing the property, or the Association, as well as the books, records and financial statements of the Association. "Available" shall be defined as available for inspection upon written request, after reasonable notice, during normal business hours or under other reasonable circumstances.

**ARTICLE XV  
ANNEXATION OF ADDITIONAL PROPERTY**

1. ANNEXATION OF ADDITIONAL PROPERTY. Additional residential property and Common Area may be annexed to the subdivision in accordance with the following:

a. The Developer, from time to time, may in its sole discretion, without the necessity of consent or joinder of any Owners or other parties whatsoever, cause additional lands to become subject to the Declaration, which additional lands have been herein above defined as additions to the property, but under no circumstances shall Developer be required to make such additions. Such additions to the Property shall be of such size as the Developer determines and the number of such additions to the Property shall be at the sole discretion of the Developer. Until such time as such additions are made to the property in the manner hereinafter set forth, real property owned by Developer, other than the Property described herein above, shall in no way be affected by, or become subject to the terms and conditions of this Declaration.

b. Additions to the Property, if any, shall be developed and platted in such a manner which in the opinion of the Developer provides for the preservation of the values and amenities of the Property, with reasonable portions of said real property set aside for green belt areas and other common facilities as may be designated on such plats.

c. The additions authorized under this Article shall be made by the Developer executing and filing of record a Supplementary Declaration of Restrictions with respect to the additions to the property, extending the scheme of the covenants and restrictions of this Declaration to such Property; and such Supplementary Declaration may contain such complimentary additions as may be necessary to reflect the different character, if any, of the additions to the property and as are not inconsistent with the scheme of this Declaration. Such Supplementary Declaration shall not require the joinder, consent, or approval of any Owner or other parties whatsoever.

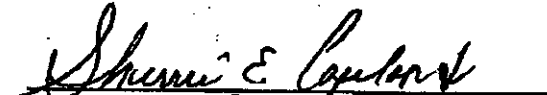
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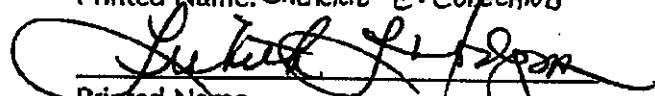




IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for Hawk's Landing of Sebring, has been signed by the Developer on the day and year first above set forth and has caused in these presents to be executed.

Signed in the presence of:

  
Printed Name: SHERRIE E. COPELAND

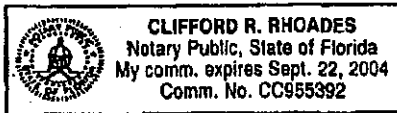
  
Printed Name: Lisbeth L. Hodgson

HAWK'S LANDING OF SEBRING, LLC  
a Florida limited liability company

By:   
Peter A. Albert, Managing Member

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing Declaration of Covenants and Restrictions for Hawk's Landing of Sebring was acknowledged before me this 11th day of March, 2004, by PETER A. ALBERT to me well known to be managing member of Hawk's Landing of Sebring, LLC, and who acknowledged that he executed same freely and voluntarily, who is personally known to me and who did not take an oath.



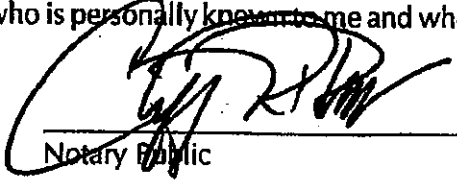
  
Notary Public

Exhibit "A"

Legal Description

**HAWK'S LANDING** according to the plat thereof recorded in Plat Book 16, Page 58  
of the Public Records of Highlands County, Florida



Exhibit "B"

Articles of Incorporation and Bylaws



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TALLAHASSEE, FLORIDA  
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ARTICLES OF INCORPORATION  
OF  
HAWK'S LANDING OF SEBRING  
PROPERTY OWNER'S ASSOCIATION, INC.  
A Florida Non-Profit Corporation

ARTICLE I-Name

The name of this corporation is HAWK'S LANDING OF SEBRING PROPERTY OWNER'S ASSOCIATION, INC., a Florida Non-Profit Corporation.

ARTICLE II-Duration

The existence of the corporation shall begin on July 5, 2002. This corporation shall have perpetual existence.

ARTICLE III- Principal Office

The address of the principal office and mailing address is 2649 NE 27<sup>th</sup> Terrace, Ft. Lauderdale, FL 33306.

ARTICLE IV-Purpose

The purpose for which this corporation is organized is exclusively for homeowner's association purposes within the meaning of Section 501(C)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income tax under Section (501)(C)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.



ARTICLE V-Membership

The qualifications for members and the manner of their admission shall be regulated by the Bylaws.

ARTICLE VI- Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 227 North Ridgewood Drive, Sebring, Florida, 33870 and the name of the initial registered agent of this corporation at that address is Clifford R. Rhoades.

ARTICLE VII - Initial Board of Directors

This corporation shall have three (3) directors initially, the number of directors may be either increased or diminished from time to time by the Bylaws but shall never be less than three (3). The manner in which the Directors are to be elected or appointed shall be stated in the Bylaws. The name and address of the initial Directors of this corporation are:

Peter Albert  
2649 NE 27<sup>th</sup> Terrace  
Ft. Lauderdale, FL 33306

John McCoy  
2649 NE 27<sup>th</sup> Terrace  
Ft. Lauderdale, FL 33306

Corey Stein, M.D.  
404 Windsor Place  
Oceanside, NY 11572

ARTICLE VIII-Amendment

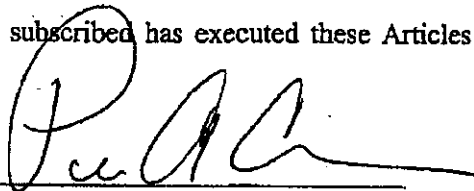
This corporation reserves the right to amend or repeal any provisions contained in these articles of incorporation, or any amendment hereto.

ARTICLE IX-Incorporator

The name and address of the person signing these articles is:

Peter Albert  
2649 NE 27<sup>th</sup> Terrace  
Ft. Lauderdale, FL 33306

IN WITNESS WHEREOF, the undersigned subscribed has executed these Articles  
Incorporation this 5<sup>th</sup> day of July, 2002.

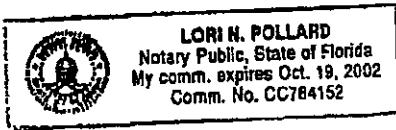
  
PETER ALBERT

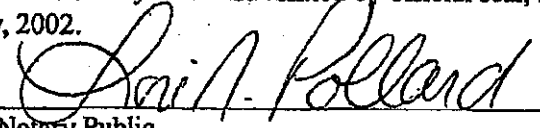
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TALLAHASSEE, FLORIDA  
02 JUL 01 PM 2:29

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

BEFORE ME, a Notary Public authorized to take acknowledgments in the state and county set forth above, personally appeared PETER ALBERT who  is personally known to me or who  has produced \_\_\_\_\_ as identification, who did not take an oath, and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, in the state and county aforesaid, this 5<sup>th</sup> day of July, 2002.

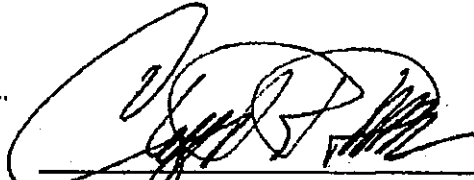


  
Notary Public  
My Commission Expires: LORI N. POLLARD

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent of HAWK'S LANDING OF SEBRING PROPERTY OWNER'S ASSOCIATION, INC., which is contained in the foregoing Articles of Incorporation.

DATED this 5<sup>th</sup> day of July, 2002.

  
Clifford R. Rhoades, Registered Agent



BY-LAWS  
OF  
HAWK'S LANDING OF SEBRING PROPERTY OWNER'S ASSOCIATION, INC.  
(A Not-For-Profit Corporation)

ARTICLE I  
OFFICES

The principal office of the Corporation shall be located in the City of  
Sebring , County of Highlands and State of  
Florida . The Corporation may also have such offices at such other places within or  
without the State as the Board of Directors may from time to time determine.

ARTICLE II

MEMBERS

1. (a) The persons signing the Certificate of Incorporation as Incorporators shall be the first members of the Corporation, unless they shall have resigned as such members or unless membership shall otherwise have been terminated. Thereafter, the eligibility and qualifications for membership, and the manner of and admission into membership shall be prescribed by resolutions duly adopted by the Board of Directors of the Corporation or by such rules and regulations as may be prescribed by the Board of Directors. All such resolutions or rules and regulations relating to members adopted by the Board of Directors of the Corporation shall be affixed to the By-Laws of the Corporation, and shall be deemed to be a part thereof. Such resolutions or rules and regulations adopted by the Board of Directors may prescribe, with respect to all members, the

amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of suspension or termination of membership, and for reinstatement of membership, and, except as may hereinafter otherwise be provided, the rights, liabilities and other incidents of membership.

(b) The right or interest of a member shall not terminate except upon the happening of any of the following events: - death, resignation, expulsion, dissolution or liquidation of the Corporation.

2. (a) The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any Annual or Special Meeting of Members may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(c) Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.





(d) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

(e) At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.



3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

4. (a). Meetings of the members shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

(b) The order of business at all meetings of members shall be as follows:

Roll call.

Reading of the minutes of the  
preceding meeting.

Report of standing committees.

Officers' reports.

Old business.

New business.

5. Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.



6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

7. Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.



8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

10. In the event any capital contribution shall be made or accepted pursuant to authorization conferred by the Certificate of Incorporation of the Corporation, each certificate evidencing such capital contribution shall conform to the law of the State of Incorporation.



ARTICLE III

BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each director shall be at least 18 years of age, and shall be a member of the Corporation during his directorship. The initial Board of Directors shall consist of 3 persons. Thereafter, the number of directors constituting the entire Board shall be no less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the members or the Board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

3. (a) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

#### ARTICLE IV

#### OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.

(b) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.



2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.



(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.
2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.
3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.
4. (a) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the members entitled to vote in the election of directors, at a special meeting of the members called for such purpose.  
  
(b) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, except that the Board may not amend or repeal any by-law in which control thereof is vested exclusively in the members. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors, the by-law so made, amended or repealed, together with a concise statement of the changes made.

By-Laws - 11

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L.E. "Luke" Brooker Clerk of Courts Highlands Co

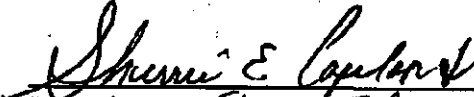


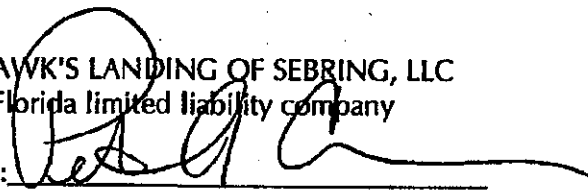


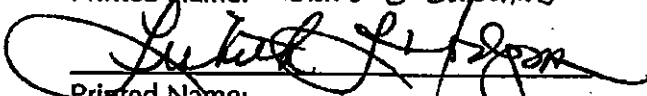
IN WITNESS WHEREOF, the Declaration of Covenants and Restrictions for Hawk's Landing of Sebring, has been signed by the Developer on the day and year first above set forth and has caused in these presents to be executed.

Signed in the presence of:

HAWK'S LANDING OF SEBRING, LLC  
a Florida limited liability company

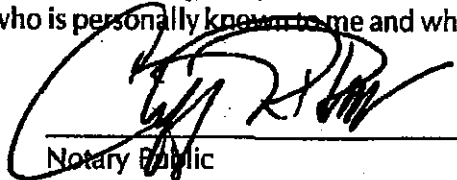
  
Printed Name: **SHERRIE E. COPELAND**

By:   
Peter A. Albert, Managing Member

  
Printed Name: **Lisbeth L. Hodgson**

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

The foregoing Declaration of Covenants and Restrictions for Hawk's Landing of Sebring was acknowledged before me this 16th day of March, 2004, by PETER A. ALBERT to me well known to be managing member of Hawk's Landing of Sebring, LLC, and who acknowledged that he executed same freely and voluntarily, who is personally known to me and who did not take an oath.

  
Notary Public


 **CLIFFORD R. RHOADES**  
Notary Public, State of Florida  
My comm. expires Sept. 22, 2004  
Comm. No. CC955392

Exhibit "A"

Legal Description

**HAWK'S LANDING** according to the plat thereof recorded in Plat Book 16, Page 58  
of the Public Records of Highlands County, Florida



Exhibit "B"

Articles of Incorporation and Bylaws



FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
02 JUL 11 PM 2:29

ARTICLES OF INCORPORATION

OF

HAWK'S LANDING OF SEBRING  
PROPERTY OWNER'S ASSOCIATION, INC.  
A Florida Non-Profit Corporation

ARTICLE I-Name

The name of this corporation is HAWK'S LANDING OF SEBRING PROPERTY OWNER'S ASSOCIATION, INC., a Florida Non-Profit Corporation.

ARTICLE II-Duration

The existence of the corporation shall begin on July 5, 2002. This corporation shall have perpetual existence.

ARTICLE III- Principal Office

The address of the principal office and mailing address is 2649 NE 27<sup>th</sup> Terrace, Ft. Lauderdale, FL 33306.

ARTICLE IV-Purpose

The purpose for which this corporation is organized is exclusively for homeowner's association purposes within the meaning of Section 501(C)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.

Notwithstanding any other provision of these articles, this organization shall not carry on any activities not permitted to be carried on by an organization exempt from Federal Income tax under Section (501)(C)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue Law.



ARTICLE V-Membership

The qualifications for members and the manner of their admission shall be regulated by the Bylaws.

ARTICLE VI- Initial Registered Office and Agent

The street address of the initial registered office of this corporation is 227 North Ridgewood Drive, Sebring, Florida, 33870 and the name of the initial registered agent of this corporation at that address is Clifford R. Rhoades.

ARTICLE VII - Initial Board of Directors

This corporation shall have three (3) directors initially, the number of directors may be either increased or diminished from time to time by the Bylaws but shall never be less than three (3). The manner in which the Directors are to be elected or appointed shall be stated in the Bylaws. The name and address of the initial Directors of this corporation are:

Peter Albert  
2649 NE 27<sup>th</sup> Terrace  
Ft. Lauderdale, FL 33306

John McCoy  
2649 NE 27<sup>th</sup> Terrace  
Ft. Lauderdale, FL 33306

Corey Stein, M.D.  
404 Windsor Place  
Oceanside, NY 11572

ARTICLE VIII-Amendment

This corporation reserves the right to amend or repeal any provisions contained in these articles of incorporation, or any amendment hereto.



ARTICLE IX-Incorporator

The name and address of the person signing these articles is:

Peter Albert  
2649 NE 27<sup>th</sup> Terrace  
Ft. Lauderdale, FL 33306

IN WITNESS WHEREOF, the undersigned subscribed has executed these Articles  
Incorporation this 5<sup>th</sup> day of July, 2002.

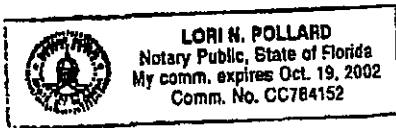
PETER ALBERT

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
02 JUL 16 11 2: 29

STATE OF FLORIDA  
COUNTY OF HIGHLANDS

BEFORE ME, a Notary Public authorized to take acknowledgments in the state and county set forth above, personally appeared PETER ALBERT who  is personally known to me or who  has produced \_\_\_\_\_ as identification, who did not take an oath, and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, in the state and county aforesaid, this 5<sup>th</sup> day of July, 2002.



Notary Public  
My Commission Expires: LORI N. POLLARD

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the appointment as Registered Agent of HAWK'S LANDING OF SEBRING PROPERTY OWNER'S ASSOCIATION, INC., which is contained in the foregoing Articles of Incorporation.

DATED this 5<sup>th</sup> day of July, 2002.

Clifford R. Rhoades, Registered Agent





BY-LAWS  
OF  
HAWK'S LANDING OF SEBRING PROPERTY OWNER'S ASSOCIATION, INC.  
(A Not-For-Profit Corporation)

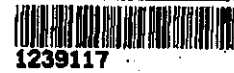
ARTICLE I  
OFFICES

The principal office of the Corporation shall be located in the City of  
Sebring, County of Highlands and State of  
Florida. The Corporation may also have such offices at such other places within or  
without the State as the Board of Directors may from time to time determine.

ARTICLE II

MEMBERS

1. (a) The persons signing the Certificate of Incorporation as Incorporators shall be the first members of the Corporation, unless they shall have resigned as such members or unless membership shall otherwise have been terminated. Thereafter, the eligibility and qualifications for membership, and the manner of and admission into membership shall be prescribed by resolutions duly adopted by the Board of Directors of the Corporation or by such rules and regulations as may be prescribed by the Board of Directors. All such resolutions or rules and regulations relating to members adopted by the Board of Directors of the Corporation shall be affixed to the By-Laws of the Corporation, and shall be deemed to be a part thereof. Such resolutions or rules and regulations adopted by the Board of Directors may prescribe, with respect to all members, the



amount and manner of imposing and collecting any initiation fees, dues or other fees, assessments, fines and penalties, the manner of suspension or termination of membership, and for reinstatement of membership, and, except as may hereinafter otherwise be provided, the rights, liabilities and other incidents of membership.

(b) The right or interest of a member shall not terminate except upon the happening of any of the following events: - death, resignation, expulsion, dissolution or liquidation of the Corporation.

2. (a) The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by law.

(b) Any Annual or Special Meeting of Members may be held at such place within or without the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

(c) Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

(d) Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

(e) At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such list or record to be members may vote at such meeting.



3. At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

4. (a). Meetings of the members shall be presided over by the following officers, in order of seniority - the Chairman of the Board, Vice Chairman of the Board, President, Executive Vice-President, Vice-President or, if none of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary or an Assistant Secretary of the Corporation shall act as Secretary of every meeting. When neither the Secretary nor an Assistant Secretary is available, the Chairman may appoint a Secretary of the meeting.

(b) The order of business at all meetings of members shall be as follows:

Roll call.

Reading of the minutes of the  
preceding meeting.

Report of standing committees.

Officers' reports.

Old business.

New business.

5. Every member may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.



6. The directors may, but need not, appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and the validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

7. Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.



8. The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business on the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

9. The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

10. In the event any capital contribution shall be made or accepted pursuant to authorization conferred by the Certificate of Incorporation of the Corporation, each certificate evidencing such capital contribution shall conform to the law of the State of Incorporation.



ARTICLE III

BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each director shall be at least 18 years of age, and shall be a member of the Corporation during his directorship. The initial Board of Directors shall consist of 3 persons. Thereafter, the number of directors constituting the entire Board shall be no less than three. Subject to the foregoing, the number of Board of Directors may be fixed from time to time by action of the members or of the Directors. The number of Directors may be increased or decreased by action of the members or the Board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporators or named as the initial Board of Directors in the Certificate of Incorporation of the Corporation, and they shall hold office until the first Annual Meeting of Members, and until their successors have been duly elected and qualified. Thereafter, at each Annual Meeting of Members, the membership shall elect directors to hold office until the next Annual Meeting. Each director shall hold office until the expiration of the term for which he was elected, and until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

3. (a) Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

(b) A director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Certificate of Incorporation of the Corporation. Vacancies occurring by reason of the removal of directors without cause shall be filled by a vote of the members. A director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) A regular Annual Meeting of the Board of Directors shall be held immediately following the Annual Meeting of Members. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the directors then in office.

(c) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.



6. Except to the extent herein or in the Certificate of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more directors a quorum shall consist of a majority of the directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the directors present at the time of vote, a quorum being present at such time. Any action authorized by resolution, in writing, by all of the directors entitled to vote thereon and filed with the minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there be no Chairman or in his absence, the President shall preside and, if there be no President or in his absence, any other director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

#### ARTICLE IV

#### OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may but need not be a director. Any two or more offices may be held by the same person except the office of President and Secretary.



2. Each officer shall hold office until the Annual Meeting of the Board of Directors, and until his successor has been duly elected and qualified. The Board of Directors may remove any officer with or without cause at any time.

3. (a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when counter-signed by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President.

(d) The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

ARTICLE V

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the members, the Board of Directors, or any committee appointed by the Board of Directors, as well as a list or record containing the names and address of all members.
2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.
3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.
4. (a) All By-Laws of the Corporation shall be subject to alteration or repeal, and new by-laws may be made, by a majority vote of the members entitled to vote in the election of directors, at a special meeting of the members called for such purpose.  
  
(b) The Board of Directors shall have the power to make, alter or repeal, from time to time, By-Laws of the Corporation, except that the Board may not amend or repeal any by-law in which control thereof is vested exclusively in the members. If any by-law regulating an impending election of directors is adopted, amended or repealed by the Board, there shall be set forth in the notice of the next meeting of members for the election of directors, the by-law so made, amended or repealed, together with a concise statement of the changes made.

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L.E. "Luke" Brooker Clerk of Courts Highlands Co