





# Estates of Lake St. Charles

A REPLAT OF A PORTION OF THE FLORIDA DEVELOPMENT COMPANY SUBDIVISION  
LYING IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 27 EAST,  
CITY OF HAINES CITY, POLK COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 3, PAGES 60  
THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

## SURVEYING NOTES

1. The survey was made from the corner of the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.
2. The survey was made from the corner of the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.
3. The survey was made from the corner of the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.
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10. The survey was made from the corner of the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.

**APPROVALS**  
STATE OF FLORIDA  
COUNTY OF POLK  
CITY OF HAINES CITY  
I, the undersigned, Clerk of the Circuit Court of Polk County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the Public Records of Polk County, Florida.

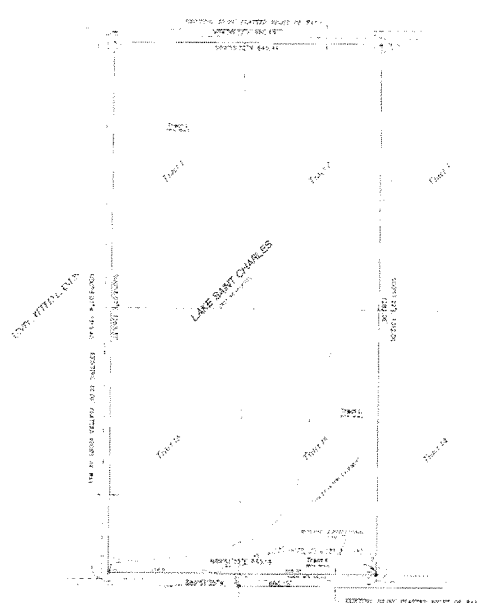
**CLERK OF CIRCUIT COURT**  
STATE OF FLORIDA  
COUNTY OF POLK  
CITY OF HAINES CITY  
I, the undersigned, Clerk of the Circuit Court of Polk County, Florida, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the Public Records of Polk County, Florida.

**APPROVAL CITY SURVEYOR CONSULTANT**  
STATE OF FLORIDA  
COUNTY OF POLK  
CITY OF HAINES CITY  
I, the undersigned, City Surveyor Consultant, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the Public Records of Polk County, Florida.

## Legal Description

That certain portion of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, containing the following described land:

Section 6, Township 27 South, Range 27 East, City of Haines City, Polk County, Florida, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.



**LEGEND**  
A. 1/4 SECTION 6, TOWNSHIP 27 SOUTH, RANGE 27 EAST, CITY OF HAINES CITY, POLK COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SEE SHEET 2 OF 2

**LEGEND**  
A. 1/4 SECTION 6, TOWNSHIP 27 SOUTH, RANGE 27 EAST, CITY OF HAINES CITY, POLK COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**DEDICATION**  
STATE OF FLORIDA  
COUNTY OF POLK  
I, the undersigned, do hereby dedicate the foregoing land to the use of the City of Haines City, Polk County, Florida, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.

**ACKNOWLEDGMENT**  
STATE OF FLORIDA  
COUNTY OF POLK  
I, the undersigned, do hereby acknowledge the foregoing dedication to the use of the City of Haines City, Polk County, Florida, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.

**ACKNOWLEDGMENT**  
STATE OF FLORIDA  
COUNTY OF POLK  
I, the undersigned, do hereby acknowledge the foregoing dedication to the use of the City of Haines City, Polk County, Florida, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.

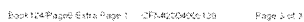
**ACKNOWLEDGMENT**  
STATE OF FLORIDA  
COUNTY OF POLK  
I, the undersigned, do hereby acknowledge the foregoing dedication to the use of the City of Haines City, Polk County, Florida, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.

**ACKNOWLEDGMENT**  
STATE OF FLORIDA  
COUNTY OF POLK  
I, the undersigned, do hereby acknowledge the foregoing dedication to the use of the City of Haines City, Polk County, Florida, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.

**ACKNOWLEDGMENT**  
STATE OF FLORIDA  
COUNTY OF POLK  
I, the undersigned, do hereby acknowledge the foregoing dedication to the use of the City of Haines City, Polk County, Florida, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida.

**CERTIFICATE OF SUPERVISOR**  
STATE OF FLORIDA  
COUNTY OF POLK  
I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as recorded in the Public Records of Polk County, Florida.

**LEGEND**  
A. 1/4 SECTION 6, TOWNSHIP 27 SOUTH, RANGE 27 EAST, CITY OF HAINES CITY, POLK COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 3, PAGES 60 THROUGH 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.



INSTR # 2004124401

BK 00126 PG 0017 PG(s)1

RECORDED 06/21/2004 10:28:43 AM

RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY

RECORDING FEES 30.00

RECORDED BY S Wiggins

ESTATES OF LAKE ST. CHARLES PHASE 2  
(City of Haines City)

Section 6, Township 27 South,  
Range 27 East

STATE OF FLORIDA  
COUNTY OF POLK

FILED FOR RECORD this

June 21, 2004

Recorded in Plat Book 126,

Page(s) 17

Record verified

Richard M. Weiss  
Clerk Circuit Court

By Martha H. Crews  
Deputy Clerk

R MICROGRAPHICS\*\*



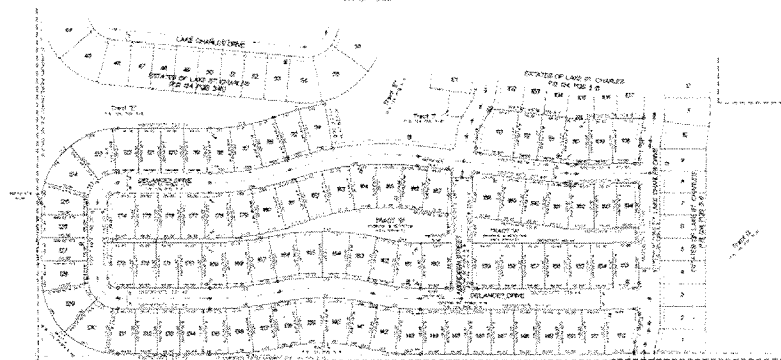
GRAPHIC SCALE

LEGEND  
1. POLK COUNTY, FLORIDA  
2. POLK COUNTY, FLORIDA  
3. POLK COUNTY, FLORIDA

# Estates of Lake St. Charles Phase 2

A REPLAT OF TRACTS A, B, C AND D OF ESTATES OF LAKE ST. CHARLES AS RECORDED IN  
PLAT BOOK 124, PAGES 5 AND 6 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA,  
LYING IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 27 SOUTH, RANGE 27 EAST,  
CITY OF HAINES CITY, POLK COUNTY, FLORIDA.

Legal Description  
Tracts A, B, C and D of Estates of Lake St. Charles as recorded in  
Plat Book 124, Pages 5 and 6 of the Public Records of Polk  
County, Florida.



HOLLY HILL CUT OFF ROAD  
EXISTING PLANNED RIGHT OF WAY

LEGEND  
1. POLK COUNTY, FLORIDA  
2. POLK COUNTY, FLORIDA  
3. POLK COUNTY, FLORIDA

## SURVEYOR'S NOTES

1. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
2. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
3. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
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5. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
6. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
7. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
8. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
9. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.
10. The plat was prepared from the original survey of the Estates of Lake St. Charles, as recorded in Plat Book 124, Pages 5 and 6 of the Public Records of Polk County, Florida.

## APPROVALS

STATE OF FLORIDA  
COUNTY OF POLK  
CITY OF HAINES CITY

APPROVED BY: [Signature]  
[Signature]  
[Signature]

## CLERK OF CIRCUIT COURT

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

## APPROVAL CITY SURVEYOR CONSULTANT

STATE OF FLORIDA  
COUNTY OF POLK  
CITY OF HAINES CITY

APPROVED BY: [Signature]  
[Signature]

## DEDICATION

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

## MORTGAGE APPROVAL

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

## MORTGAGE APPROVAL

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

## ACKNOWLEDGMENT

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

## CERTIFICATE OF SURVEYOR

STATE OF FLORIDA  
COUNTY OF POLK

APPROVED BY: [Signature]  
[Signature]

MCKIM & CREED  
Surveyors  
1000 N. 1st St.  
Tampa, FL 33602  
Phone: (813) 281-1111  
Fax: (813) 281-1112



# Internal Revenue Service

DEPARTMENT OF THE TREASURY

The  
Digital  
Daily

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## Federal Tax ID / EIN

---

This is your provisional Employer Identification Number:

**20-0625776**

Today's Date is: January 22, 2004 GMT

You will receive a confirmation letter in U.S. mail within fifteen days.

The letter will also contain useful tax information for your business or organization.

If you have input any of the information on your application in error, please wait seven days and contact the EIN Toll Free area at 1-800-829-4933, Monday - Friday, 7:30am - 5:30pm. If you do not want to call, please make corrections on the letter you receive confirming your EIN and return it to the IRS.

You may click on the buttons below for different print options or to fill out another Form SS-4.

[Review and Print Form SS-4](#)

[Fill Out Another Form SS-4](#)


Click [here](#) to return to the Internet Employer Identification Number landing (start) page.

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INSTR # 2004013368  
BK 05650 PG 0382  
RECORDED 01/22/2004 02:32:31 PM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 271.50  
RECORDED BY B Morris

**DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS OF THE ESTATES OF LAKE ST. CHARLES**

This instrument prepared by and return to:  
Paul S. Quinn, Jr., Esq.  
GrayRobinson, P.A.  
301 E. Pine Street, Suite 1400  
Orlando, Florida 32801  
(407) 843-8880

 **GRAY ROBINSON LAW FIRM  
P O BOX 3068  
ORLANDO, FL 32802**

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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES OF LAKE ST. CHARLES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE ESTATES OF LAKE ST. CHARLES ("Declaration") is made and entered into this 20<sup>th</sup> day of January, 2004 by BOUNTIFUL LANDS, INC., a Florida corporation, whose address is 101 E. Stuart Avenue, Lake Wales, Florida 33853, hereinafter referred to as the "Landowner," and AMERICA'S FIRST HOME, L.L.P., a Florida limited liability partnership, whose address is 380 S. Northlake Blvd., Suite 1012, Altamonte Springs, Florida 32701, hereinafter referred to as the "Declarant".

### RECITALS:

A. Landowner is the owner of certain property located in the City of Haines City, Polk County, Florida, which is more particularly described on **Exhibit "A"** attached hereto and made a part hereof (hereinafter referred to as the "Property"). Declarant intends to develop the Property into a community to be known as "The Estates of Lake St. Charles" (the "Subdivision"). A plat of the Property is recorded in Plat Book 124, Pages 5 and 6, Public Records of Polk County, Florida (the "Plat"). The Property currently consists of 107 undeveloped residential lots and certain common areas; however, upon completion of the subdivision, the Property will contain 194 undeveloped residential lots.

B. Landowner hereby appoints America's First Home, L.L.P. as the Declarant hereunder.

NOW, THEREFORE, Landowner and Declarant hereby declare that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### **ARTICLE I.** **DEFINITIONS**

Section 1. "Articles" shall mean and refer to the Articles of Incorporation of the Association which have been filed in the office of the Secretary of State of Florida, a copy of which is attached hereto as Exhibit "B."

Section 2. "Association" shall mean and refer to The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "C," as the Bylaws may be amended from time to time.

Section 5. "Common Area" or "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association, if any, for the common use and enjoyment

of the Owners and any easements which the Association has elected to maintain. The Common Areas to be owned by the Association at the time of conveyance of the first Lot are described as follows:

<u>Tract</u>	<u>Use</u>
E	Landscape Buffer, Open Space, Retention Area
F	Open Space
G	Landscape Buffer, Open Space, Retention Area
H	Recreation Area
J	Open Space
K	Open Space
L	Open Space and Conservation Area
M	Open Space

Section 6. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of The Estates of Lake St. Charles.

Section 7. "Governing Documents" shall mean and collectively refer to the Declaration, the Articles of Incorporation, Bylaws and any Rules and Regulations of the Association.

Section 8. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, Federal National Mortgage Association, the Declarant or any affiliate of the Declarant or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

Section 9. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat which contains the Property with the exception of the Common Area.

Section 10. "Member" shall mean and refer to every person or entity who is an Owner, as hereinabove described, and in being such an Owner comprises the Membership of the Association.

Section 11. "Mitigation and Conservation Area" (if any) shall mean a system operated, maintained and managed by the Association to provide drainage, water storage, conveyance, survival and growth of installed aquatic plant material or other surface water or stormwater management requirements as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with the St. John's River Water Management District Permit.

Section 12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as hereinafter defined) which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 13. "Person" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

Section 14. "Property" shall mean and refer to that certain real property described in the Recitals and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 15. "Surface Water or Stormwater Management System" shall mean a system operated, maintained and managed by the Association, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code, and operated, maintained and managed in a manner consistent with any applicable St. John's River Water Management District permit (the "Permit").

## **ARTICLE II.** **PROPERTY RIGHTS**

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

(a) the right of the Association to charge reasonable admission and other fees for the use with the title of every Lot, subject to the following provisions;

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

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

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right or enjoyment to the Common Area and facilities to members of family, his tenants or contract purchasers who reside on his Lot, but not otherwise.

Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any cable television and other means of communication to the Property, Lots, and the improvements upon the Property. Any and all use of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Area.

Section 5. Lot Easements. Unless the Association elects to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for landscape, utility or drainage purposes.

Section 6. Declarant's Easement Over Lots. For so long as Declarant or Landowner owns any Lots, Declarant or Landowner hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

Section 7. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 8. Access. Declarant and Landowner each reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitee's, perpetual, non-exclusive easements of ingress and egress over and across: (i) any streets, sidewalks, access ways, and parking area constructed on the Common Area from time to time; and (ii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant and Landowner to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way.

Section 9. Easement Over Tract G. Tract G, as shown on the Plat of The Estates of Lake St. Charles, is subject to an easement in favor of the Landowner and Landowner's successors in title (the "Easement"). The Landowner and Landowner's successors in title shall have the rights to use Tract G in accordance with the terms and conditions set forth in the Easement, which Easement will be recorded in the Public Records of Polk County, Florida.

Section 10. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

### **ARTICLE III.** **MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting Membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by a majority of all such members as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to 3 votes for each Lot owned. The Class B Membership shall cease and shall be converted to Class A Membership on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) the date exactly 6 years after the recording of this Declaration; or
- (c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (d) three (3) months after 90% of the Lots have been conveyed to Owners.

Section 3. General Matters. When reference is made herein, or in the Articles of Incorporation, Bylaws, rules and regulations, management contracts or otherwise, to a majority or specific percentage of Members, such reference shall be deemed to be reference to a majority or specific percentage of the votes of Members and not of the Members themselves.

### **ARTICLE IV.** **PROPERTY SUBJECT TO THIS DECLARATION AND** **ADDITIONS TO THE PROPERTY**

Section 1. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to the Property. The Declarant and the Association reserve the right to add or cause to be added other real property, not now included within the Property, to the Property. Such additional real property shall be subject to the provisions of this Declaration.

Section 3. Annexation of Property. Land may be annexed to the Property with the consent of two-thirds (2/3) of each class of Members of the Association and with the approval of the Federal Housing Administration and the Veterans Administration as long as there is a Class B membership. Such annexation shall become effective upon the recording of an amendment to this Declaration in the Public Records of Polk County, Florida.

Section 4. Platting. As long as there is a Class B membership and prior to turnover, the Declarant shall be entitled at any time and from time to time, to plat and/or re-plat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of an Owner. The current Plat of the Property contains 107 Lots. The Landowner will be re-platting Tracts A, B, C and D of the Subdivision so that such Tracts will be used as an additional 87 Lots and additional roadways. Upon the recording of additional Plats (or re-plats) for the Subdivision, such new Lots will automatically be subject to this Declaration and other governing documents of the Association without the necessity of recording any additional documents or the joining of any other party or mortgagee. Upon the final re-platting of Tracts A, B, C and D, the Subdivision will contain 194 Lots. Provided, however, in the event the governing jurisdiction allows more or less than 194 Lots, this Declaration may be amended by the Declarant without the necessity of the joinder of any other party or mortgagee to reflect the actual number of Lots in the Subdivision.

Section 5. Merger. Nothing in these Articles is intended to limit or restrict in any way the Association's right or ability to merge with any other association and its Members. Upon a merger or consolidation of the Association with another association, all Common Areas, rights and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights and obligations of another association, by operation of law, may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme. No such merger or consolidation, however, shall cause a revocation, change or addition to the covenants in the Declaration as it pertains to the Property, except as hereinafter provided.

## **ARTICLE V.** **PRIVACY WALLS**

Section 1. Privacy Wall. The Declarant may construct walls, entry monuments signage or fences within the Property ("Privacy Wall" or "Privacy Walls"). A Privacy Wall shall hereinafter be defined as any wall or fence built by the Declarant, or later built by the Association, in any Common Area, easement, or elsewhere on the Property as a visual barrier, decorative or architectural feature, safety feature, or for any other reason at the sole discretion of the Declarant, or as a requirement of any municipality or governing authority.

Section 2. Maintenance of Privacy Walls. The Association shall be responsible for the maintenance of Privacy Walls.

Section 3. Easement of Privacy Wall. An easement is hereby created in favor of the Declarant and the Association for the construction, management, inspection, painting, maintenance and repair of Privacy Walls located within the Property. The easement shall extend five (5) feet into each affected Lot from the Privacy Wall. Entry upon a Lot by the Declarant of the Association, or its agents, as provided herein, may occur without notice and shall not be deemed a trespass.

## **ARTICLE VI.** **FUNCTIONS OF THE ASSOCIATION**

Section 1. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board of Directors (hereinafter the "Board"). The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Association Articles of Incorporation or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

Section 2. Required Services. In addition to those other responsibilities specific in the Association Articles or Bylaws, the Association, or its management company, if applicable, shall be required to provide the following services as and when deemed necessary and appropriate by the Board and shall have easement rights necessary to perform same:

(a) All painting and maintenance of the Common Area, and all improvements thereon, as and when deemed necessary by the Board.

(b) Maintenance and care for all landscaped areas within the Common Areas. Maintenance shall include the replacement of fallen or dead trees throughout these areas.

(c) Garbage and trash collection and disposal.

(d) Conducting recreation, sport, craft, and cultural programs of interest to Owners, including their families, tenants, guests and invitees.

(e) Protection and security, including, but not limited to, the employment of stationary or patrolling security guards within the Property and operation of a guardhouse.

(f) Maintenance of electronic and other surveillance devices.

(g) Installation, operation and maintenance of cable television facilities or other communication systems throughout the Property.

(h) Such other services as are authorized in the Association Articles or Bylaws.

(i) Cleanup, landscaping, maintenance, dredging, water treatment or other care of canals, roads or other property (public or private) adjacent to or near the Property to the extent such care would, in the reasonable determination of the Board, be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

(j) Emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Subdivision.

Section 3. Surface Water Management and Drainage. The surface water management and drainage system for the Property consists of a series of integrated systems throughout the Property. The surface water management and drainage system shall be developed, operated and maintained by the Association, in conformance with the requirements of St. John's River Water Management District and/or any other controlling governmental authority. The

Association shall maintain the entire surface water management and drainage system within the Property including, but not limited to, all lakes, canals, swale area, retention area, culverts, pipes, and related appurtenances regardless of location or whether owned by the Association. An easement is hereby created over the Common Area in favor of the Association, including its agents or other designees, for surface water drainage and for the installation and maintenance of the surface water management and drainage system for the Property, if necessary. Provided, however, that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time.

Section 4. Actions by Association. Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating or otherwise abetting any legal action, claim or extra judicial action except for (i) imposition, enforcement and collection of Assessments, including lien rights, pursuant to Article VII hereof, (ii) collecting of debts owed to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of this Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by 75% of the total votes of all Members of the Association in existence at any time.

## **ARTICLE VII.**

### **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, covenants and agrees to pay to the Association: (1) commencement assessments; (2) administrative assessments; (3) annual assessments or charges; (4) special assessments for capital improvements; (5) assessments for the costs of maintenance and operation of the Surface Water or Stormwater Management System; and (6) assessments for the costs of maintenance and operation of the Mitigation and Conservation Area. The Association shall levy and collect adequate assessments against Members of the Association for the costs of maintenance and operation of the Surface Water or Stormwater Management System. All assessments, together with late fees, interest, costs, and reasonable attorney's fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Property at the time when the assessment fell due and all subsequent Owners until paid.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Area, easement areas benefiting the Property, or right-of-way areas adjacent to the Property the Association chooses to maintain, or for any other purpose set forth in the Declaration that the Association deems necessary.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Two Hundred and 00/100 Dollars (\$200.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessments may be increased each year by twenty percent (20%) above the maximum assessment for the previous year unilaterally by the Board of Directors without approval or vote of the Membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, to increase the maximum annual assessment more than twenty percent (20%) of the prior year's maximum annual assessment, a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for that purpose, must occur.

(c) The Board of Directors may fix the annual assessment at an amount not to excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, or to repair any Privacy Walls, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Commencement Assessment. A Commencement Assessment of Two Hundred Dollars (\$200.00) per Lot shall be paid to the Association at the time of closing by the original purchaser of a Lot purchasing from the Declarant. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration. The Commencement Assessment shall be paid directly to the Association and shall be utilized in a manner consistent with other Assessments.

Section 6. Administrative Assessment. A one time Administrative Assessment of Fifty Dollars (\$50.00) per Lot shall be paid by any successive purchaser, to the Association, of a Lot at the time of closing on the purchase of the Lot. The Administrative Assessment is designed to defray the cost of the Association of maintaining accurate records including transfers of title and changes in addresses of all of its Members and to assure that all new Members receive a complete set of Governing Documents that relate to the rules, regulations and responsibilities of ownership within the community. The Administrative Assessment shall be paid directly to the Association and may be used for any purpose as set forth in this Declaration.

Section 7. Uniform Rate of Assessment. All assessments must be fixed at a uniform rate for all Lots, and each Lot shall be liable for 1/194 of all assessments.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31. The annual assessments shall be payable in advance in monthly installments, or in annual, semi-annual, or quarterly installments if so determined by the Board of Directors of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual

assessment period. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

(a) Guarantee of Annual Assessment by Declarant. Notwithstanding anything herein to the contrary, as long as Class B Membership exists, as to unoccupied Lots owned by Declarant or Landowner, Declarant and/or Landowner may elect not to pay the annual assessment on each such unoccupied lot. Should Declarant and/or Landowner so elect not to pay the assessment, Declarant and/or Landowner shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VII, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. Declarant may at any time revoke this election and place itself in the position of being obligated to pay the full impact of all assessments for each lot owned by the Declarant at the time said revocation is presented to the Association.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within 15 days after the due date shall bear a late fee of Fifty Dollars (\$50.00) and interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to the Lot Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successors in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender which is now or hereafter placed upon any property subject to assessment as long as said mortgage lien is a first lien against the property encumbered thereby. Provided, however, that any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessments which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrue prior to the Institutional Lender's or the foreclosure purchaser's acquiring title.

Section 12. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as of said Special Taxing District had never been created.

### **ARTICLE VIII.** **ARCHITECTURAL CONTROL**

Section 1. Architectural Control. Except for those improvements constructed by Declarant, no building, fence, wall, pool or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural review committee composed of three (3) or more representatives appointed by the Board of Directors (the "Architectural Review Committee" or "ARC"). In the event the Board of Directors, or its designated committee, fails to approve or disapprove such plans and specifications within thirty (30) days after the plans and specifications have been submitted to it, approval will not be required, and this Article will be deemed to have been fully complied with.

### **ARTICLE IX.** **USE RESTRICTIONS**

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by the Declarant and all Common Areas or tracts, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon the Declarant and upon each and every Owner who shall acquire hereafter a Lot or any portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

Section 1. Violation. If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating the restrictions the costs incurred by such prevailing party, including reasonable attorney's fees and disbursements incurred through all appellate levels. Invalidation of any of these covenants by judgment of court order shall in no way affect any of the other covenants and provisions, contained herein, which shall remain in full force and effect.

Section 2. Residential Use. All Lots included within the Property shall be known and described as residential Lots. No structure shall be erected, altered, placed or permitted to

remain on any of said Lots other than one single-family dwelling and ancillary residential structures approved by the Board. Provided, however, the Declarant or the Association, at their option, may construct, maintain and operate recreational facilities on a Lot or Lots within the Property. The Association shall have the authority to include all costs associated therewith in its annual or special assessments.

Section 3. Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Property. Excepted from the foregoing shall be activities of the Declarant or the Association, or any assignee of the Declarant or the Association, in dredging the water areas, creating land areas from water areas, or creating, excavating or maintaining drainage or other facilities or easements, and/or the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Property.

Section 4. Laundry Drying or Hanging. The outside drying or hanging of laundry is expressly prohibited on any and all portions of the Property, except under the limited provisions set forth hereafter. Owners are discouraged from any outside drying or hanging of laundry on a Lot. If any Owner does proceed with outside drying or hanging of laundry, such activity shall be restricted to the rear yard of the Lot, which must be enclosed by wall or privacy fence. Further, such drying or hanging of laundry shall be fully concealed so as not to be visible from outside the Lot. Any pole, line or other device used for hanging of laundry shall be portable and shall be removed when not in use.

Section 5. Antennas, Aerials, Discs and Flagpoles. No outside antennas, antenna poles, antenna masts, satellite television reception devices, electronic devices, antenna towers or citizen band (CB) or amateur band (HAM) antennas shall be permitted except as approved in writing by the Association. The Association will approve an outside antenna, antenna pole, antenna mast, satellite television reception device, electronic device, antenna tower or citizen's band (CB) or amateur band (HAM) antenna only if it is so located that it cannot be seen from any street and is shielded from view from any adjoining Lot. A flagpole for display of the American flag or any other flag shall be permitted only if first approved in writing by the Association, as to its design, height, location and type of flag.

Section 6. Games and Play Structures. All game and play structures, including basketball hoops and backboards, shall be located at the side or rear of the dwelling improvement, or at the rear of the dwelling improvement of the corner Lots. Tree house or platforms of a like kind or nature shall not be constructed on any part of the Lot located in front of the rear line of the dwelling improvement constructed thereon.

Section 7. Subdivision or Partition. No portion of the Property shall be subdivided except with the Association's prior written consent.

Section 8. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the owner that the improvement will not be repaired or replaced promptly, shall clear the damaged improvement and grass over and landscape such Lot in a slightly manner consistent with the Declarant's plan for beautification of the Property. A destroyed improvement shall only be replaced with an improvement of an identical size, type and elevation as that destroyed unless the prior written consent of the Association is obtained.

Section 9. Irrigation Wells. Irrigation wells for the purposes of providing groundwater for lawns, shrubs and other landscape materials shall not be permitted for individual single family lot owners.

Section 10. Insurance Rates. Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 11. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. No owner of any pet shall be permitted to allow its pets to place or have excretions on any portion of the Property other than the Lot of the Owner. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association and their owners shall be held accountable for their actions. Commercial activities involving pets shall not be allowed. The Association or the Declarant may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Lot.

Section 12. Signs. No signs, except a "For Sale" sign not exceeding five square feet in surface area and one sign of not more than one (1) square foot used to indicate the name of resident, shall be erected or displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right for itself, its successors, nominees and assigns and the Association to place and maintain any and all signs they may deem necessary, regardless of whether or not the sign complies with the mandates of the Association and its Members, in connection with construction, marketing, sales and rental of Lots and identifying or informational signs anywhere on the Property.

Section 13. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be underground or placed in walled-in areas or landscaped areas so that they are not visible from any adjoining Lot or any street. No oil tanks or bottled gas tanks shall be allowed without the express written consent of the Board of Directors of the Association. Adequate landscaping shall be installed and maintained by the Owner to conceal the oil or bottled gas tanks. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. There shall be no burning of trash or other waste material. Trash, garbage or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All refuse and garbage shall be disposed of regularly in accordance with regulations of Polk County and the rules of the Association.

Section 14. Commercial Vehicles, Boats, Personal Watercraft and Recreational Vehicles. No commercial vehicle, boats, personal watercraft, mobile home, motor home, house trailer or camper or other recreational vehicle or equipment, horse trailer or van, or the like, shall be permitted to be parked or to be stored at any place on any portion of the Property, except as provided in this paragraph, unless they are parked within a garage, or are located on a Lot so they cannot be seen from any street and are shielded from view from any adjoining Lot. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles used for pickup, delivery and repair and maintenance of a Lot, nor to any vehicles of the Declarant.

Any such vehicle, boat or recreational equipment parked in violation of these or other regulations contained herein or in the Rules and Regulations adopted by the Association may be towed by the Association at the sole expensive of the owner of such vehicle or recreational equipment if it remains in violation of such rules for a period of 24 consecutive hours or for 48 nonconsecutive hours in any 7 day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

Section 15. Parking. There shall be no on-street parking whatsoever. No truck, van type truck, stake body truck, semi-tractor or trailer, or other motor vehicle which is rated in excess of one ton shall be parked overnight on any Lot. Provided, however, this restriction shall not apply to motor homes or other recreational vehicles parked in compliance with paragraph 14 above.

Section 16. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within 12 hours from the vehicle's immobilization or the vehicle must be removed.

Section 17. Prohibited Structures. No structure of a temporary character, including, but not limited to, trailers, tents, shacks, sheds, barns, tree houses or out buildings shall be parked or erected on the Property at any time without the express written permission of the Association or the Board of Directors. Provided, however, the Declarant shall be allowed to keep a construction and/or sales trailer on any Lot while construction is ongoing in the subdivision. No building shall be erected on any Lot other than one detached, single family dwelling not to exceed two stories in height, and a two car garage, except as permitted pursuant to Article VIII herein.

Section 18. Minimum Size of Residence. No dwelling shall be permitted on any Lot containing less than 1,300 square feet, exclusive of entries, porches, patios, breezeways, or garages. Every residence shall have a garage, either incorporated or detached, of a minimum size to accommodate two cars.

Section 19. Fences and Walls. No fences shall be allowed on any Lot with the exception of white PVC or pre-assembled wood panels. Any fences and gates shall be constructed of new materials and shall be neat and uniform in appearance. No fence shall be constructed out of any scrap board or other type used building materials nor shall any barbwire or electrical or other dangerous fences or gates be erected or permitted on any Lot

Heights of any walls and fences outside of the building setback lines shall not be greater than as follows: No wall or fence may be erected on any Lot in the subdivision higher than six (6) feet above finished grade. Provided, however, that no wall or fence shall be erected or placed within the front setback lines of any Lot, unless said wall or fence shall be an ornamental and desirable feature, and shall not in any manner impair the general scheme of the subdivision area. The Board may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any Lot until after the height, type, design and location thereof shall have been approved in writing by the Board or its designated committee.

Section 20. Mailboxes. Mailboxes shall be U.S. Postal Service approved, shall be set on a 4 by 4 post, and post and mailbox must be white.

Section 21. No Business. No business of any kind shall be conducted on any Lot with the exception of the business of the Declarant and the transferees of the Declarant in developing the Lots in the subdivision.

Section 22. Exterior Walls. Exterior walls of residences may not be exposed painted block.

Section 23. Landscaping. Front and side yards must be fully sodded and/or landscaped.

Section 24. Driveways. Driveways must be a minimum width of sixteen (16) feet and of material approved by the Board.

Section 25. Appearance of Lot. The Owner of those Lots on which a residence has been constructed shall keep his grass neatly mowed, his house and structures in good repair and his landscaping properly trimmed and cared for in such a manner that the home and Lot will present an attractive appearance at all times. All Lot Owners shall keep and maintain the grassed or landscaped area lying within any platted road right-of-way contiguous to the front lot line up to the edge of the road pavement. Upon failure of any Owner to properly maintain such area, the Association may perform such upkeep and maintenance as it deems necessary and assess such Owner for the cost thereof.

Section 26. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. No illegal activity shall be allowed on any Lot. Any questions with regard to the interpretation of this section shall be decided by the Board of Directors, whose decision shall be final.

Section 27. Cable Television. The Declarant, or its successor or assigns, shall have the right to install, or enter into contracts for the installation of, a cable television system providing cablevision entertainment to the Lots. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under the Property necessary to provide such cable television services to all Owners of Lots; provided, however, such easements shall be reasonably located by the Declarant so as to not unreasonably impair the value of use of Lots.

Section 28. Compliance with Documents. Each Owner and his family members, guests, invitees, lessees and their family members, guests, and invitees; and his or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence on the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Special Assessment as provided in this Declaration. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other person.

Section 29. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time, to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning promulgated by the Association. However, once the Association promulgates certain restrictions set forth herein, such restrictions shall be valid until the Association modifies, changes or promulgates new restrictions.

Section 30. Property Maintenance. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, the owner shall be notified and shall be given thirty (30) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorney's fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.

Section 31. Common Area. Other than those improvements constructed by or temporarily stored by the Declarant or Landowner, no improvements shall be constructed or removed upon any portion of the Common Area without the approval of the Association.

- (a) No activities constituting a nuisance shall be conducted upon any Common Area.
- (b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon any Common Area.
- (c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members of the Association.
- (d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the real property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the Common Area. All insurance policies shall be in the name of the Association and for the benefit of the Members and Owners and such other parties as the Association deems necessary. The insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.
- (e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area,

except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose unless such capital improvement is required by any Federal, State or local law or ordinance.

Section 32. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of the Owner's or other party's requirement and obligation to abide by this Declaration.

Section 33. Imposition of Fines for Violations. It is acknowledged and agreed among all Owners that a violation of any of the provisions of this Declaration by an Owner or resident may impose irreparable harm to the other Owners or residents. All Owner's agree that a fine may be imposed by the Declarant or the Association for each day a violation continues after notification by the Declarant or the Association. All fines collected shall be used for the benefit of the Association. Any fine levied shall be paid within 15 days after mailing of notice of the fine. If not paid within 15 days, the amount of such fine shall accrue interest at a rate of twelve percent (12%) per annum, and shall be treated as a Special Assessment as provided in Article VII.

Section 34. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority to waive such violation.

Section 35. Right of Declarant and Landowner. Notwithstanding anything in this Declaration to the contrary, Declarant and Landowner shall have the right use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no person shall in any way impede or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant and Landowner may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

## **ARTICLE X.**

### **ENFORCEMENT OF NON-MONETARY DEFAULTS**

Section 1. Non-monetary Default. In the event of a violation by any Members or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than 7 days after the receipt of the written notice, or if the violation is not capable of being cured within the 7 day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

(a) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

(b) Damages. Commence an action to recover damages; and/or

(c) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.

(d) Fines. Impose a fine or fines pursuant to Article X, Section 2 of this Declaration.

Section 2. Fines. In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon an Owner for failure of and Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall provide at least 15 days notice to the Owner setting forth the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.

(b) Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner no later than 21 days after the Board of Director's meeting.

(c) Appeal. Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within 7 days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested members of the Association, as provided in Section 720.305(2)(a) of Florida Statutes (2001). The appeals committee will meet, at which time the Owner shall have the opportunity to appear in person. If the appeals committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The appeals committee shall file a written determination of the matter and serve copies on both the Board and the aggrieved person. A failure of an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.

(d) Penalties. The Board of Directors may impose special assessments as follows:

(i) First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(ii) Second noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(iii) Subsequent noncompliance: a fine not in excess of One Hundred Dollars (\$100.00).

Provided, however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed One Thousand Dollars (\$1,000.00) in the aggregate.

(e) Payment of Penalties. Fines shall be paid not later than 30 days after notice of the imposition or assessment.

(f) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

(g) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 3. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be Special Assessments under this Article or Article VII.

Section 4. Late Fees. Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of twelve percent (12%) per annum.

Section 5. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of Association to enforce such right, provisions, covenant, or condition in the future.

Section 6. Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to be constitute an election or remedies, nor shall it prelude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

Section 7. Enforcement By or Against Persons. In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provisions herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of the Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements through the appellate level.

Section 8. Enforcement by St. Johns River Water Management District, the City of Haines City and Polk County, Florida. St. John's River Water Management District, the City of Haines City, and Polk County, Florida, shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 9. Certificate as to Default. Upon request by any Member, Owner or mortgager holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

## **ARTICLE XI.** **INDEMNIFICATION**

Section 1. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party, to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a Director, employee, Officer or agent of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interest of the Association; and, with respect to any criminal action or proceeding, if he had no reasonable cause to believe his conduct was unlawful; or matter as to which such Person shall have been adjudged to be liable for gross negligence or willful misfeasance or malfeasance in the performance of his duty to the Association unless and only to the extent that the court in which such action suit was brought shall determine, upon application, that despite the adjudication of liability, but in view of all the circumstances of the case, such Person is fairly and reasonable entitled to indemnification for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that he had no reasonable cause to believe that his conduct was unlawful.

(a) To the extent that a Director, Officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, he shall be indemnified against expenses (including attorneys' fees and costs and appellate attorneys' fees and costs) actually and reasonably incurred by him in connection therewith.

(b) The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, the Bylaws, agreement, vote of Members or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board of Directors, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

(c) The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Director, Officer, employee or agent of the Association, or is or was serving at the request of the Association as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability

asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this article.

**ARTICLE XII.**  
**STORMWATER MANAGEMENT AND CONSERVATION AREAS**

**Section 1. Surface Water/Stormwater Management System.**

(a) The Association shall, in perpetuity, operate, maintain and manage the Surface Water or Stormwater Management System(s), denoted on the Property in a manner consistent with St. John's River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein which relate to the Surface Water or Stormwater Management System. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system to provide drainage, water storage, treatment, conveyance or other surface water or stormwater management capabilities as permitted by St. John's River Water Management District. Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by St. John's River Water Management District.

(b) No structure of any kind shall be constructed or erected within, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water/Stormwater Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Association, Polk County and St. John's River Water Management District.

(c) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Polk County, or St. John's River Water Management District to any drainage areas or the Surface Water/Stormwater Management System for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, Polk County, the Association, St. John's River Water Management District, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(d) No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water/Stormwater Management System. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage area or the Surface Water/Stormwater Management System that have been or may be created by easement without the prior written consent of the Association, Polk County, and St. John's River Water Management District.

(e) Any wall, fence, paving, planting or other improvement which is placed by an Owner within a drainage area, drainage easement, or the Surface Water/Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress shall be removed, if required by the Association, Polk County, or St. John's River Water Management District, the cost of which shall be paid for by such Owner as a Special Assessment.

(f) St. John's River Water Management District and Polk County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this

Declaration which relate to the maintenance, operation and repair of the Surface Water/Stormwater Management System.

(g) If required by St. John's River Water Management District, the Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by St. John's River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

(h) The covenants and restrictions regarding the Surface Water/Stormwater Management System are in no way intended to obligate the Association to perform any repairs, maintenance, corrections or modifications to those areas that Polk County or St. John's River Water Management District will control, as part of their governmental obligations, by agreement with the Declarant, or as provided in any permits or ordinances.

#### Section 2. Mitigation and Conservation Area.

(a) The Mitigation and/or Conservation Area, if any, as noted on the Plat of the Property, are part of the system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code.

(b) The Association shall operate, maintain and manage the Mitigation and Conservation Area in a manner consistent with St. Johns River Water Management District Permit requirements and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall be required to monitor and establish the Mitigation Areas. "Establishing" these areas shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance, survival and growth of installed aquatic plant material or other surface water or stormwater management requirements as permitted by the St. John's River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified, as approved by St. Johns River Water Management District.

(c) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Mitigation and Conservation Areas without prior written permission of the Association, and the St. John's River Water Management District.

(d) No Owner shall in any way deny or prevent ingress and egress by the Declarant, the Association, Polk County, Florida or St. John's River Water Management District to any drainage area or the Mitigation and Conservation Area for maintenance or landscape purposes. The right of ingress and egress, and easements therefore are hereby specifically reserved and created in favor of the Declarant, the Association, Polk County, St. John's River Water Management District or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(e) No Lot shall be increased in size by filling in any drainage areas or Mitigation and Conservation Areas. No Owner shall fill, dike, rip-rap, block, divert or change the established drainage areas, or the Surface Water/Stormwater Management Systems that have been or may be created by easement without the prior written consent of the Association, Polk County, Florida, and St. John's River Water Management District.

(f) Any wall, fence, paving, planting or other improvement placed by an Owner within a drainage area, drainage easement, Mitigation and Conservation Areas, including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if required, by the Association, Polk County, Florida, or St. John's River Water Management District.

(g) The Association, Polk County, Florida, or St. John's River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Mitigation and Conservation Area.

Section 3. Conservation Area. "Conservation Area" shall mean the property described in the Conservation Easement which is located on Tract L as shown on the Plat of The Estates of Lake St. Charles. While the Association will own the Conservation Area, the development rights to the Conservation Area are dedicated to the City of Haines City, Florida and/or St. Johns River Water Management District. No construction, clearing, grading or alterations to the Conservation Area shall be permitted without the prior approval of the City of Haines City, Florida, St. Johns River Water Management District and all other applicable jurisdictional agencies. Further, no dumping, land clearing, or other disturbance to native soils or vegetation shall be permitted in the Conservation Area. The Association shall be contacted for further information regarding the Conservation Area.

### **ARTICLE XIII.** **GENERAL PROVISIONS**

Section 1. Assignment of Rights and Duties to the Association. The Declarant may at any time assign and delegate to the Association all or any portion of the Declarant's rights, title, interest, duties or obligations created by this Declaration. It is understood that the Association has been formed as a property owner's association in order to effectuate the intent of the Declarant for the proper development, operation and management of the Property. Wherever herein the Declarant or the Association or both are given the right, duty or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by the Declarant or the Association until such time as the Declarant is divested of all of its interest in any of the Property, or has terminated its interest in the Property. Thereafter, all rights, duties and obligations of the Declarant shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

Section 2. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall remain in full force and effect until terminated in accordance with provisions set out herein.

Section 3. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidity of any one of these covenants or restrictions by judgment or court shall in no way effect any other provisions which shall remain in full force and effect.

Section 5. Amendment. The covenants and restrictions of this Declaration shall run with and bind the Property for a term of 25 years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of 10 years. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restriction, easements, charges and liens of this Declaration may be amended, changed or added to at any time and from time to time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) vote of each class of the membership in the Association, provided, that so long as the Declarant is the Owner of any Lot affected by this Declaration, the Declarant's consent must be obtained of such amendment, in the sole opinion of the Declarant, effect its interest. The foregoing sentence may not be amended. No provision of this Declaration may be amended if such provision is required to be included herein by any law. Without limiting the generality of the foregoing paragraph, prior to turnover, the Declarant specifically reserves the right to amend this Declaration in order to comply with the requirements of the Federal Housing Administration, Veterans Administration, St. Johns River Water Management District or Federal National Mortgage Association. The Declarant shall have the right at any time within 6 years from the date hereof, but prior to turnover, to amend this Declaration to correct scrivener's error and to clarify any ambiguities determined to exist herein. No amendment shall impair or prejudice rights or priorities of any institutional Lender without their written consent.

ANY AMENDMENT TO THE DECLARATION WHICH ALTERS ANY PROVISION RELATING TO THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM, BEYOND MAINTENANCE IN ITS ORIGINAL CONDITION, INCLUDING THE WATER MANAGEMENT PORTIONS OF THE COMMON AREAS, MUST HAVE THE PRIOR APPROVAL OF ST. JOHN'S RIVER WATER MANAGEMENT DISTRICT.

Section 6. Communication. All communication from individual Owners to the Declarant, its successors or assigns; the Board of Directors of the Association; or any Officer of the Association, shall be in writing.

Section 7. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 8. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation, which shall take precedence over the Bylaws.

Section 9. Usage. Whenever used herein the singular number shall include the plural and the singular, and the use of any gender shall include all genders.

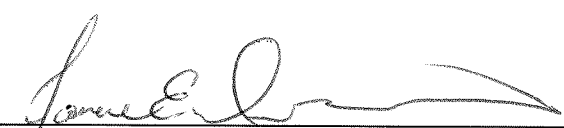
Section 10. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in Polk County, Florida.

IN WITNESS WHEREOF, the undersigned, being the Landowner and Declarant have hereunto set their hand and seal the day and year first above written.

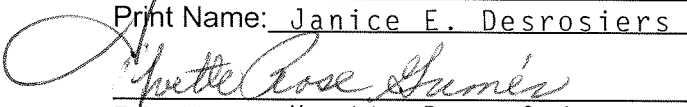
WITNESSES:

LANDOWNER:

BOUNTIFUL LANDS, INC.,  
a Florida corporation

  
Print Name: Janice E. Desrosiers

By:   
John P. Fazzini, President

  
Print Name: Yvette Rose Grimes

STATE OF FLORIDA

COUNTY OF Polk

The foregoing instrument was acknowledged before me this 20th day of January, 2004, by JOHN P. FAZZINI, the President of Bountiful Lands, Inc., a Florida corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

  
Signature of Notary Public

\_\_\_\_\_  
Print name of Notary Public  
Notary Public State of Florida  
My Commission Expires:



Yvette Rose Grimes  
My Commission DD043806  
Expires August 03, 2006

IN WITNESS WHEREOF, the undersigned, being the Declarant (and also a mortgagee of record) has hereunto set its hand and seal the day and year first above written.

WITNESSES:

DECLARANT:

AMERICA'S FIRST HOME, L.L.P.,  
a Florida limited liability partnership

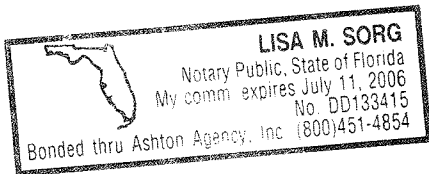
Paul S. Quinn, Jr.  
Print Name: Paul S. Quinn, Jr.

By: Ronald E. Wilson  
Ronald E. Wilson, General Manager

Mary J. Tarpley  
Print Name: MARY J. TARPLEY

STATE OF FLORIDA  
COUNTY OF Sumner

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2004, by RONALD E. WILSON, the General Manager of America's First Home, L.L.P., a Florida limited liability partnership. He is personally known to me or produced \_\_\_\_\_ as identification.



Lisa M. Sorg  
Signature of Notary Public

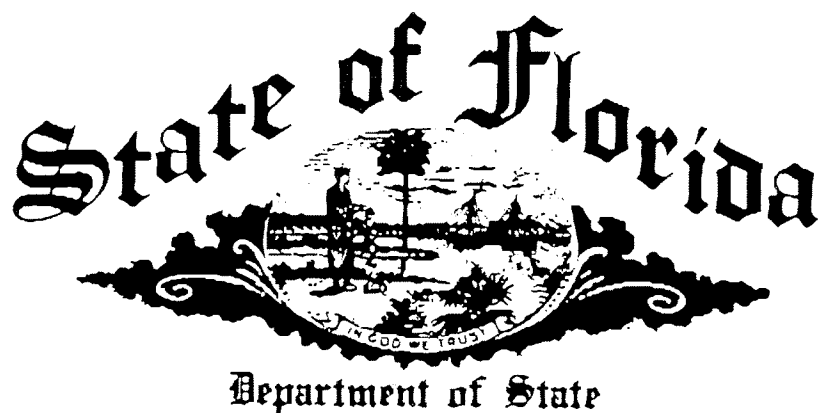
Lisa M. Sorg  
Print name of Notary Public  
Notary Public State of Florida  
My Commission Expires: 7/11/06

**EXHIBIT "A"****LEGAL DESCRIPTION (PER PLAT)****- PLAT OF ESTATES OF LAKE ST. CHARLES**

Tracts 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 and a portion of Tract 26, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, further described as: Begin at the Southwest corner of said Tract 31 and run N00°17'44"W along the West boundary of said Tracts 18 and 31, 1298.09 feet; thence N89°51'35"E, 1650.31 feet to the East boundary of said Tract 22; thence S00°11'45"E, along said East boundary, 640.06 feet to the Northwest corner of said Tract 26; thence N89°48'31"E along the North boundary of said Tract 26, 175.00 feet; thence S00°14'33"E, 654.92 feet to a point on the South boundary of the Northeast  $\frac{1}{4}$ ; thence S89°45'27"W along said South boundary, 1823.58 feet to the Point of Beginning. Less existing platted right of way.

And

Tracts, 1, 2, 15 and 16, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida. Less existing platted right of way.



OR BK 05650 PG 0413

I certify the attached is a true and correct copy of the Articles of Incorporation of THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on January 15, 2004, as shown by the records of this office.

The document number of this corporation is N04000000622.



CR2EO22 (2-03)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-first day of January, 2004

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

EXHIBIT "B"

04 JAN 15 PM 1:32

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA**ARTICLES OF INCORPORATION****OF****THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC.,**  
a not for profit corporation

The undersigned subscribers, all of whom are above the age of 18 years and competent to contract, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and do hereby agree and certify as follows:

**ARTICLE I - NAME**

The name of this Corporation shall be **THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC.** (the "Corporation" or "Association").

**ARTICLE II - PURPOSE**

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas of The Estates of Lake St. Charles subdivision (the "Subdivision"), to be established by America's First Home, L.L.P., a Florida limited liability partnership (hereinafter called "Developer" or "Declarant") upon the following described property, situate, lying and being in Polk County, Florida:

see Exhibit "A" attached hereto and made a part hereof,

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions of The Estates of Lake St. Charles (the "Declaration"), which will be recorded in the Public Records of Polk County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

**ARTICLE III - POWERS**

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by St. John's River Water Management District and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.

2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.

3. To maintain, repair, replace, operate and manage the Common Areas of this Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. To enforce the provisions of the Declaration and these Articles, the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.

5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.

7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. John's River Water Management District Permit requirements and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

8. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

9. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer; dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3rds) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer. Provided, however, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### **ARTICLE IV - MEMBERS**

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant and the owners of all Lots in the Subdivision shall be members of the Corporation, and no other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to or his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all Lot owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2. CLASS B. Class B member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

- (a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or
- (b) the date exactly 6 years after the recording of the Declaration; or
- (c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or
- (d) three (3) months after 90% of the Lots have been conveyed to Owners.

#### ARTICLE V - TERM

Existence of the Corporation shall commence with the filing of these Articles with the Florida Secretary of State. The Corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved by the St. John's River Water Management District prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body or conveyed to a non-profit organization of similar purposes.

#### ARTICLE VI - PRINCIPAL OFFICE

The principal office of the Corporation shall be located initially at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs, Florida 32701, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs, Florida 32701, and the initial registered agent of the Corporation shall be Dawn Kleinsmith. The Corporation may change its registered agent or the location of

its registered office, or both, from time to time without amendment of these Articles. The registered agent for the Corporation shall maintain copies of all permits issued by St. John's River Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

### **ARTICLE VIII - DIRECTORS**

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of January of each year. The first annual meeting shall be held on or before January 11, 2005. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of this Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
Barry E. Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
M. William Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
Ronald E. Wilson	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701

### **ARTICLE IX - OFFICERS**

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and

supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	Terry Day	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
Vice President	Ronald E. Wilson	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
Secretary/Treasurer	Barry E. Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701

#### **ARTICLE X - SUBSCRIBERS**

The subscribers to these Articles of Incorporation are:

<u>Name:</u>	<u>Address:</u>
Barry E. Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
M. William Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
Ronald E. Wilson	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701

#### **ARTICLE XI - BYLAWS**

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

#### **ARTICLE XII - INDEMNIFICATION**

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of

willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director of officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

### **ARTICLE XIII - DISSOLUTION**

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

### **ARTICLE XIV - COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE**

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

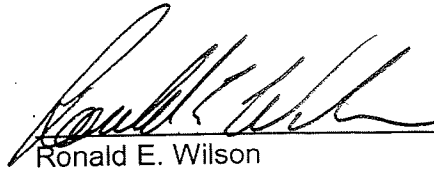
### **ARTICLE XV - AMENDMENTS**

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3rds) of each class of Members.

### **ARTICLE XVI - DEFINITIONS**

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration.

IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 13<sup>th</sup> day of January, 2004.

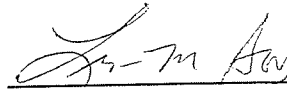
  
\_\_\_\_\_  
Ronald E. Wilson

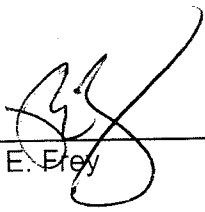
STATE OF FLORIDA  
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2004,  
by Ronald E. Wilson, who is personally known to me, or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

[Affix Notary Seal]



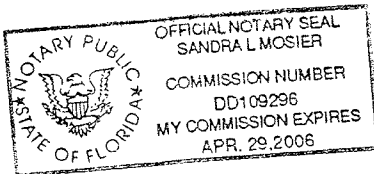
  
\_\_\_\_\_  
Notary Public Signature  
My commission expires: 7/11/06  
Lisa M. Sorg  
\_\_\_\_\_  
Print Notary Public Name

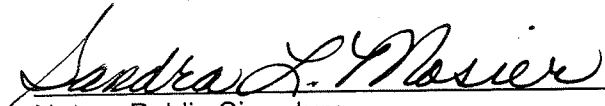
  
\_\_\_\_\_  
Barry E. Frey

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2004,  
by Barry E. Frey, who is personally known to me, or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

[Affix Notary Seal]



  
\_\_\_\_\_  
Notary Public Signature

My commission expires: 4-29-06

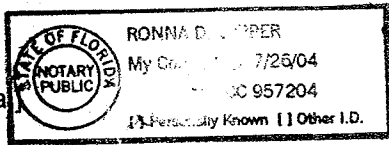
SANDRA L. MOSIER  
\_\_\_\_\_  
Print Notary Public Name

M. William Frey  
M. William Frey

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of January, 2004,  
by M. William Frey, who is personally known to me, or who produced \_\_\_\_\_  
Driver's License as identification.

[Affix Notary Seal]



Ronna D. Hepper  
Notary Public Signature  
My commission expires: 7/26/04  
Ronna D. Hepper  
Print Notary Public Name

CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA AND  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC.  
desiring to organize as a corporation under the laws of the State of Florida with its registered  
office and principal place of business at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs,  
Florida 32701, has named and designated Dawn Kleinsmith as its Registered Agent to accept  
service of process within the State of Florida.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above named Corporation, at  
the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree  
to comply with the provisions of all statutes relating to the proper and complete performance of  
my duties as Registered Agent.

Dated this 13<sup>th</sup> day of January, 2004.

  
\_\_\_\_\_  
Dawn Kleinsmith, Registered Agent

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### - PLAT OF ESTATES OF LAKE ST. CHARLES

Tracts 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 and a portion of Tract 26, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, further described as: Begin at the Southwest corner of said Tract 31 and run  $N00^{\circ}17'44''W$  along the West boundary of said Tracts 18 and 31, 1298.09 feet; thence  $N89^{\circ}51'35''E$ , 1650.31 feet to the East boundary of said Tract 22; thence  $S00^{\circ}11'45''E$ , along said East boundary, 640.06 feet to the Northwest corner of said Tract 26; thence  $N89^{\circ}48'31''E$  along the North boundary of said Tract 26, 175.00 feet; thence  $S00^{\circ}14'33''E$ , 654.92 feet to a point on the South boundary of the Northeast  $\frac{1}{4}$ ; thence  $S89^{\circ}45'27''W$  along said South boundary, 1823.58 feet to the Point of Beginning. Less existing platted right of way.

And

Tracts, 1, 2, 15 and 16, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida. Less existing platted right of way.

OR BK 05650 PG 0425

## BYLAWS OF

### THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC.

#### ARTICLE I - NAME AND LOCATION

The name of the corporation is the THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs, Florida 32701, but the meeting of members and directors may be held at such places within Polk County or Orange County, Florida, as may be designated by the Board of Directors.

#### ARTICLE II - DEFINITIONS

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the Declaration of Covenants, Conditions and Restrictions of The Estates of Lake St. Charles, to be recorded in the Public Records of Polk County, Florida.

Section 1. "Association" shall mean and refer to the The Estates of Lake St. Charles Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Property," "Common Area" or "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Common Property," or tracts of land identified as "Common Property" on a final plat (or final development plan) recorded by the Declarant, if any. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.

Section 5. "Lot" shall mean and refer to the 194 platted lots as set forth in Exhibit "A" owned (or to be owned) by the Developer or its successors or assigns, together with the improvements constructed thereon.

Section 6. "Declarant" or "Developer" shall mean and refer to America's First Home, L.L.P., a Florida limited liability partnership, its predecessors in title, successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles of Incorporation of the Association.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of The Estates of Lake St. Charles, as recorded in the Public Records of Polk County, Florida.

Section 9. "The Estates of Lake St. Charles" shall mean the subdivision containing the property set forth in Exhibit "A".

### **ARTICLE III - MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on January 11, 2005, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, in the evening. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors or upon written request of 10% of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting; the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3rd) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. The Members have the right, unless otherwise provided in this subsection or in the governing documents, to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form provides so expressly, any proxy holder may appoint, in writing, a substitute to act in his place.

**ARTICLE IV - BOARD OF DIRECTORS:  
SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the Members shall elect three directors for a term of one (1) year.

Section 3. Removal. After the Developer's turnover, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

**ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Declarant Election. The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5% of the Lots within the Property. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

## **ARTICLE VI - MEETINGS OF THE BOARD OF DIRECTORS**

**Section 1. Meetings.** A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. The first annual meeting of the Board of Directors shall be held on January 11, 2005. The annual meetings thereafter shall occur on the second Tuesday in the month of January of each year thereafter. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

(a) **Notices of Meetings.** Notices of all Board meetings must be posted in a conspicuous place in the Subdivision at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, the Board may provide notice of a schedule of Board meetings.

(b) **Assessments.** An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

(c) **Voting.** Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, including the Architectural Review Committee, if any.

**Section 2. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 3. Minutes.** Minutes of all meetings of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

## **ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to Owners;

(g) to contract for the management of the Association and Common Areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

(h) to employ personnel to perform the services required for proper administration of the Association; and

(i) the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another entity. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

(2) send written notice of each assessment to every Owner subject thereto at least fourteen (14) days in advance of each annual assessment period; and

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

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and

(i) mortgage or encumber Common Areas as set forth in the Declaration, and assign such assessments or portions thereof to Owners.

(j) prepare an annual financial report within sixty (60) days after the close of the fiscal year of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either:

(1) financial statements presented in conformity with generally accepted accounting principles; or

(2) a financial report of actual receipts and expenditures, cash basis, which report must show:

(i) the amount of receipts and expenditures by classification;

and

(ii) the beginning and ending cash balances of the Association.

## **ARTICLE VIII - OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. After the sale of all Lots, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE IX - COMMITTEES**

The Association may appoint an Architectural Review Committee as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purpose of the Association.

## **ARTICLE X - BOOKS AND RECORDS**

The books, records and papers of the Association shall be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

## **ARTICLE XII - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit.

## **ARTICLE XIII - AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the affirmative vote of two-thirds (2/3rds) of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XIV - MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

## **ARTICLE XV - FISCAL MANAGEMENT AND REQUIRED RECORDS OF THE ASSOCIATION**

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

Section 1. The Association shall maintain accounting records for the property it maintains in Polk County, Florida, where the property is located, according to good accounting practices. The records shall be open for inspection by Owners or their authorized representatives. The records shall include, but are not limited to:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.

(b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.

(c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.

(d) A copy of the Declaration and a copy of each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The Minutes of all meetings of the Board of Directors and of the Members, which Minutes must be retained for at least 7 years.

(g) A current roster of all Members and their mailing addresses and parcel identifications.

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

(1) Accurate, itemized, and detailed records of all receipts and expenditures.

(2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(3) All tax returns, financial statements, and financial reports of the Association.

(4) Any other records that identify, measure, record, or communicate financial information.

(k) An account for each Lot designating the name and current address of the Lot Owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

Section 2. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association.

Section 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the Directors.

Section 4. An audit of the accounts of the Association shall be made annually by an accountant.

Section 5. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

### **ARTICLE XVI - PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

### **ARTICLE XVII - TURNOVER**

At the time the Members are entitled to elect at least a majority of the Board of Directors of the Association, the Declarant shall, at the Declarant's expense, within no more than 90 days deliver the following documents to the Board:

- (a) All deeds to Common Areas owned by the Association, if any.
- (b) The original of the Declaration.
- (c) A certified copy of the Articles.
- (d) A copy of the Bylaws.
- (e) The minute books, including all minutes of the Association.
- (f) The books and records of the Association.
- (g) Policies, rules, and regulations, if any, which have been adopted.
- (h) Resignations of directors who are required to resign because the Declarant is required to relinquish control of the Association.
- (i) The financial records of the Association from the date of incorporation through the date of turnover.
- (j) All Association funds and control thereof.

- (k) All tangible property of the Association, if any.
- (l) A copy of all contracts which may be in force with the Association as one of the parties.
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others who are currently employed by the Association.
- (n) Any and all insurance policies in effect.
- (o) Any permits issued to the Association by governmental entities.
- (p) Any and all warranties in effect.
- (q) A roster of current Owners and their addresses and telephone numbers and Lot numbers.
- (r) Employment and service contracts in effect.
- (s) All other contracts in effect to which the Association is a party.

**IN WITNESS WHEREOF**, we, being all of the Directors of The Estates of Lake St. Charles Homeowners' Association, Inc., have hereunto set our hands this 13<sup>th</sup> day of January, 2004.

**DIRECTORS:**

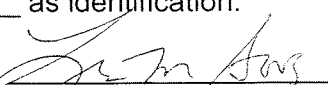
  
Ronald E. Wilson

STATE OF FLORIDA

COUNTY OF Genesee

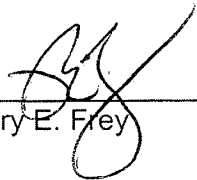
The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2004, by Ronald E. Wilson, as a Director of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification.



  
Notary Public Signature

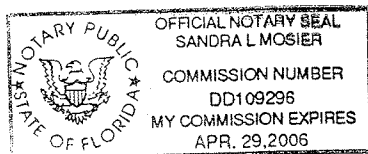
My commission expires: 7/11/06

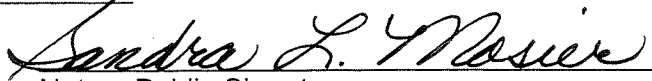
LISA M. SORG  
Print Notary Public Name

  
Barry E. Frey

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2004, by Barry E. Frey, as a Director and Secretary of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification.

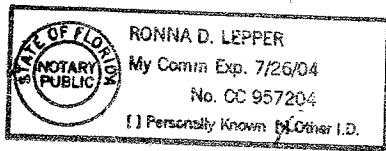


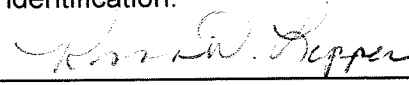
  
Notary Public Signature  
My commission expires: 4-29-06  
SANDRA L. MOSIER  
Print Notary Public Name

  
M. William Frey

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2004, by M. William Frey, as a Director of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation, who is personally known to me, or who produced Driver's License as identification.



  
Notary Public Signature

My commission expires: 7/26/04

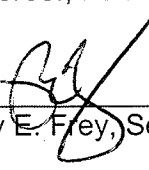
Ronna D. Lepper  
Print Notary Public Name

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly-elected Secretary of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13<sup>th</sup> day of January, 2004.

  
\_\_\_\_\_  
Barry E. Frey, Secretary

**EXHIBIT "A"****LEGAL DESCRIPTION****- PLAT OF ESTATES OF LAKE ST. CHARLES**

Tracts 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 and a portion of Tract 26, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, further described as: Begin at the Southwest corner of said Tract 31 and run N00°17'44"W along the West boundary of said Tracts 18 and 31, 1298.09 feet; thence N89°51'35"E, 1650.31 feet to the East boundary of said Tract 22; thence S00°11'45"E, along said East boundary, 640.06 feet to the Northwest corner of said Tract 26; thence N89°48'31"E along the North boundary of said Tract 26, 175.00 feet; thence S00°14'33"E, 654.92 feet to a point on the South boundary of the Northeast  $\frac{1}{4}$ ; thence S89°45'27"W along said South boundary, 1823.58 feet to the Point of Beginning. Less existing platted right of way.

And

Tracts, 1, 2, 15 and 16, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida. Less existing platted right of way.

## JOINDER AND CONSENT BY MORTGAGEE

FLORIDAFIRST BANK the holder of that certain mortgage dated June 30, 2003, given by Bountiful Lands, Inc., a Florida corporation, recorded in Official Records Book 5436, page 507, Public Records of Polk County, Florida, hereby joins in and consents to the foregoing Declaration Of Covenants, Conditions And Restrictions Of The Estates Of Lake St. Charles as of the day and year first written above.

Signed in the presence of:

**FloridaFirst Bank**

By: Raymond Epperson, Jr.  
Vice President  
RAYMOND EPPERSON, JR.

John L. Mann  
(Type or Print Name)

105 S. FL. AVE.  
Lakeland, FL 33801  
(Type or Print Address)

Tina Carter  
(Type or Print Name)

1116 Jungle Ct.  
Lakeland, FL 33801

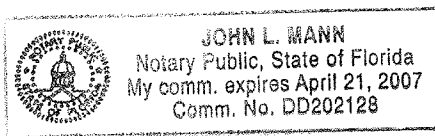
STATE FLORIDA  
COUNTY OF Polk

The foregoing instrument was acknowledged before me on this the 21<sup>st</sup> day of January, 2004, by Raymond Epperson, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath, as Vice President of Florida First Bank, on behalf of the corporation.

John L. Mann  
Notary Public  
(Print or Type Notary Name)  
Commission \_\_\_\_\_ (Serial)

Number: \_\_\_\_\_  
(SEAL)

My Commission Expires:





FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

January 21, 2004

GRAY/ROBINSON  
% DEBBIE FROST

(W-I)

The Articles of Incorporation for THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC. were filed on January 15, 2004 and assigned document number N04000000622. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

PLEASE NOTE: Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.


Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Loria Poole, Document Specialist  
New Filings Section

Letter Number: 604A00003696

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, filed on January 15, 2004, as shown by the records of this office.

The document number of this corporation is N04000000622.



CR2EO22 (2-03)

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-first day of January, 2004

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

## ARTICLES OF INCORPORATION

OF

### THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC., a not for profit corporation

The undersigned subscribers, all of whom are above the age of 18 years and competent to contract, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and do hereby agree and certify as follows:

#### ARTICLE I - NAME

The name of this Corporation shall be **THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC.** (the "Corporation" or "Association").

#### ARTICLE II - PURPOSE

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas of The Estates of Lake St. Charles subdivision (the "Subdivision"), to be established by America's First Home, L.L.P., a Florida limited liability partnership (hereinafter called "Developer" or "Declarant") upon the following described property, situate, lying and being in Polk County, Florida:

see Exhibit "A" attached hereto and made a part hereof,

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions of The Estates of Lake St. Charles (the "Declaration"), which will be recorded in the Public Records of Polk County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

#### ARTICLE III - POWERS

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by St. John's River Water Management District and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.
2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.
3. To maintain, repair, replace, operate and manage the Common Areas of this Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.
4. To enforce the provisions of the Declaration and these Articles, the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.
5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.
6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.
7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the St. John's River Water Management District Permit requirements and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.
8. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

9. To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer; dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3rds) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

11. To dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer. Provided, however, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

#### **ARTICLE IV - MEMBERS**

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant and the owners of all Lots in the Subdivision shall be members of the Corporation, and no other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to or his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all Lot owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

2. CLASS B. Class B member shall be the Declarant, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

(a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(b) the date exactly 6 years after the recording of the Declaration; or

(c) at the election of the Declarant (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

(d) three (3) months after 90% of the Lots have been conveyed to Owners.

#### ARTICLE V - TERM

Existence of the Corporation shall commence with the filing of these Articles with the Florida Secretary of State. The Corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved by the St. John's River Water Management District prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body or conveyed to a non-profit organization of similar purposes.

#### ARTICLE VI - PRINCIPAL OFFICE

The principal office of the Corporation shall be located initially at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs, Florida 32701, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

#### ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs, Florida 32701, and the initial registered agent of the Corporation shall be Dawn Kleinsmith. The Corporation may change its registered agent or the location of

its registered office, or both, from time to time without amendment of these Articles. The registered agent for the Corporation shall maintain copies of all permits issued by St. John's River Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

### **ARTICLE VIII - DIRECTORS**

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of January of each year. The first annual meeting shall be held on or before January 11, 2005. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of this Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name:

Address:

Barry E. Frey

380 S. Northlake Blvd., Suite 1012  
Altamonte Springs, Florida 32701

M. William Frey

380 S. Northlake Blvd., Suite 1012  
Altamonte Springs, Florida 32701

Ronald E. Wilson

380 S. Northlake Blvd., Suite 1012  
Altamonte Springs, Florida 32701

### **ARTICLE IX - OFFICERS**

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and

supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	Terry Day	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
Vice President	Ronald E. Wilson	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
Secretary/Treasurer	Barry E. Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701

#### **ARTICLE X - SUBSCRIBERS**

The subscribers to these Articles of Incorporation are:

<u>Name:</u>	<u>Address:</u>
Barry E. Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
M. William Frey	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701
Ronald E. Wilson	380 S. Northlake Blvd., Suite 1012 Altamonte Springs, Florida 32701

#### **ARTICLE XI - BYLAWS**

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

#### **ARTICLE XII - INDEMNIFICATION**

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of

willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director of officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

### **ARTICLE XIII - DISSOLUTION**

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

### **ARTICLE XIV - COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE**

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

### **ARTICLE XV - AMENDMENTS**

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3rds) of each class of Members.

### **ARTICLE XVI - DEFINITIONS**

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration.

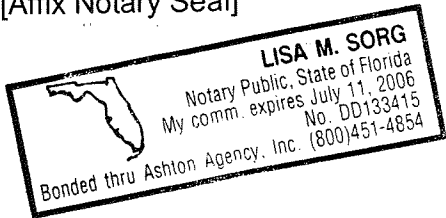
IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 13<sup>th</sup> day of January, 2004.

*Ronald E. Wilson*  
Ronald E. Wilson

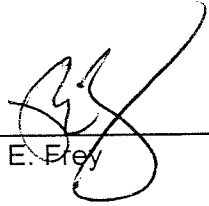
STATE OF FLORIDA  
COUNTY OF *Pinellas*

The foregoing instrument was acknowledged before me this *14th* day of January, 2004,  
by Ronald E. Wilson, who is personally known to me, or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

[Affix Notary Seal]



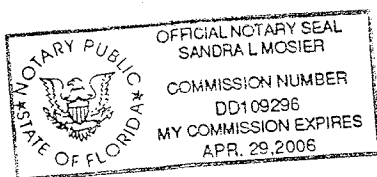
*Lisa M. Sorg*  
Notary Public Signature  
My commission expires: *7/11/06*  
*Lisa M. Sorg*  
Print Notary Public Name


  
Barry E. Frey

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2004,  
by Barry E. Frey, who is personally known to me, or who produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

[Affix Notary Seal]



  
Notary Public Signature

My commission expires: 4-29-06

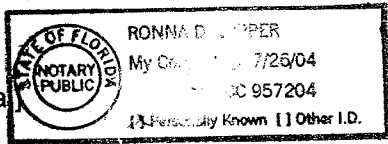
SANDRA L. MOSIER  
Print Notary Public Name

M. William Frey  
M. William Frey

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2004,  
by M. William Frey, who is personally known to me, or who produced \_\_\_\_\_  
Driver's License as identification.

[Affix Notary Seal]



Ronna D. Hepper  
Notary Public Signature  
My commission expires: 7/26/04

Ronna D. Hepper  
Print Notary Public Name

**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA AND  
REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED**

In compliance with Section 48.091, Florida Statutes, the following is submitted:

THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC.  
desiring to organize as a corporation under the laws of the State of Florida with its registered  
office and principal place of business at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs,  
Florida 32701, has named and designated Dawn Kleinsmith as its Registered Agent to accept  
service of process within the State of Florida.

**ACKNOWLEDGMENT**

Having been named to accept service of process for the above named Corporation, at  
the place designated in this Certificate, I hereby agree to act in this capacity, and I further agree  
to comply with the provisions of all statutes relating to the proper and complete performance of  
my duties as Registered Agent.

Dated this 13<sup>th</sup> day of January, 2004.

  
\_\_\_\_\_  
Dawn Kleinsmith, Registered Agent

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
04 JAN 15 PM 1:32

## EXHIBIT "A"

### LEGAL DESCRIPTION

#### - PLAT OF ESTATES OF LAKE ST. CHARLES

Tracts 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 and a portion of Tract 26, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, further described as: Begin at the Southwest corner of said Tract 31 and run  $N00^{\circ}17'44''W$  along the West boundary of said Tracts 18 and 31, 1298.09 feet; thence  $N89^{\circ}51'35''E$ , 1650.31 feet to the East boundary of said Tract 22; thence  $S00^{\circ}11'45''E$ , along said East boundary, 640.06 feet to the Northwest corner of said Tract 26; thence  $N89^{\circ}48'31''E$  along the North boundary of said Tract 26, 175.00 feet; thence  $S00^{\circ}14'33''E$ , 654.92 feet to a point on the South boundary of the Northeast  $\frac{1}{4}$ ; thence  $S89^{\circ}45'27''W$  along said South boundary, 1823.58 feet to the Point of Beginning.. Less existing platted right of way.

And

Tracts, 1, 2, 15 and 16, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida. Less existing platted right of way.

## BYLAWS OF

### THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC.

#### ARTICLE I - NAME AND LOCATION

The name of the corporation is the THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 380 S. Northlake Blvd., Suite 1012, Altamonte Springs, Florida 32701, but the meeting of members and directors may be held at such places within Polk County or Orange County, Florida, as may be designated by the Board of Directors.

#### ARTICLE II - DEFINITIONS

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the Declaration of Covenants, Conditions and Restrictions of The Estates of Lake St. Charles, to be recorded in the Public Records of Polk County, Florida.

Section 1. "Association" shall mean and refer to the The Estates of Lake St. Charles Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Property," "Common Area" or "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Association and designated in said dedication, deed or lease as "Common Property," or tracts of land identified as "Common Property" on a final plat (or final development plan) recorded by the Declarant, if any. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.

Section 5. "Lot" shall mean and refer to the 194 platted lots as set forth in Exhibit "A" owned (or to be owned) by the Developer or its successors or assigns, together with the improvements constructed thereon.

Section 6. "Declarant" or "Developer" shall mean and refer to America's First Home, L.L.P., a Florida limited liability partnership, its predecessors in title, successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles of Incorporation of the Association.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of The Estates of Lake St. Charles, as recorded in the Public Records of Polk County, Florida.

Section 9. "The Estates of Lake St. Charles" shall mean the subdivision containing the property set forth in Exhibit "A".

### **ARTICLE III - MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on January 11, 2005, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, in the evening. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors or upon written request of 10% of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purposes of notice. Such notices shall specify the place, day and hour of the meeting, and in the case of a special meeting; the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3rd) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. The Members have the right, unless otherwise provided in this subsection or in the governing documents, to vote in person or by proxy. To be valid, a proxy must be dated, must state the date, time, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. A proxy is effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time, and automatically expires 90 days after the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form provides so expressly, any proxy holder may appoint, in writing, a substitute to act in his place.

## **ARTICLE IV - BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the Members shall elect three directors for a term of one (1) year.

Section 3. Removal. After the Developer's turnover, any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all of the directors or by obtaining verbal approval by telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## **ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Declarant Election. The Declarant is entitled to elect at least one member of the Board of Directors of the Association as long as the Declarant holds for sale in the ordinary course of business at least 5% of the Lots within the Property. After the Declarant relinquishes control of the Association, the Declarant may exercise the right to vote any Declarant owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

## **ARTICLE VI - MEETINGS OF THE BOARD OF DIRECTORS**

**Section 1. Meetings.** A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. The first annual meeting of the Board of Directors shall be held on January 11, 2005. The annual meetings thereafter shall occur on the second Tuesday in the month of January of each year thereafter. All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

(a) **Notices of Meetings.** Notices of all Board meetings must be posted in a conspicuous place in the Subdivision at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. Notwithstanding this general notice requirement, the Board may provide notice of a schedule of Board meetings.

(b) **Assessments.** An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments.

(c) **Voting.** Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, including the Architectural Review Committee, if any.

**Section 2. Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**Section 3. Minutes.** Minutes of all meetings of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

## **ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

**Section 1. Powers.** The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to Owners;

(g) to contract for the management of the Association and Common Areas and to delegate to such contractor all of the powers and duties of the Association, if so approved by the Board of Directors;

(h) to employ personnel to perform the services required for proper administration of the Association; and

(i) the undertakings and contracts authorized by said first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration to:

(1) prepare an annual budget. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Association, the Developer, or another entity. The Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member.

(2) send written notice of each assessment to every Owner subject thereto at least fourteen (14) days in advance of each annual assessment period; and

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

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) cause the Common Area to be maintained;

(h) protect all property rights, interests, easements or rights-of-way, or otherwise, which are acquired by or conveyed to this Association, now or hereafter; and

(i) mortgage or encumber Common Areas as set forth in the Declaration, and assign such assessments or portions thereof to Owners.

(j) prepare an annual financial report within sixty (60) days after the close of the fiscal year of the Association. The Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report must consist of either:

(1) financial statements presented in conformity with generally accepted accounting principles; or

(2) a financial report of actual receipts and expenditures, cash basis, which report must show:

(i) the amount of receipts and expenditures by classification;

and

(ii) the beginning and ending cash balances of the Association.

## **ARTICLE VIII - OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be president and vice president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. After the sale of all Lots, no person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) Vice President: The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE IX - COMMITTEES**

The Association may appoint an Architectural Review Committee as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out the purpose of the Association.

## **ARTICLE X - BOOKS AND RECORDS**

The books, records and papers of the Association shall be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

## **ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

## **ARTICLE XII - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: THE ESTATES OF LAKE ST. CHARLES HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit.

## **ARTICLE XIII - AMENDMENTS**

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by the affirmative vote of two-thirds (2/3rds) of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## **ARTICLE XIV - MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

## **ARTICLE XV - FISCAL MANAGEMENT AND REQUIRED RECORDS OF THE ASSOCIATION**

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

Section 1. The Association shall maintain accounting records for the property it maintains in Polk County, Florida, where the property is located, according to good accounting practices. The records shall be open for inspection by Owners or their authorized representatives. The records shall include, but are not limited to:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace.
- (b) A copy of the Bylaws of the Association and of each amendment to the Bylaws.
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto.
- (d) A copy of the Declaration and a copy of each amendment thereto.
- (e) A copy of the current rules of the Association.
- (f) The Minutes of all meetings of the Board of Directors and of the Members, which Minutes must be retained for at least 7 years.
- (g) A current roster of all Members and their mailing addresses and parcel identifications.
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least 7 years.
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:
  - (1) Accurate, itemized, and detailed records of all receipts and expenditures.
  - (2) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
  - (3) All tax returns, financial statements, and financial reports of the Association.
  - (4) Any other records that identify, measure, record, or communicate financial information.
- (k) An account for each Lot designating the name and current address of the Lot Owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

Section 2. The Board of Directors shall adopt a budget for each fiscal year which shall contain estimates of the cost of performing the functions of the Association.

Section 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check signed by such person or persons as authorized by the Directors.

Section 4. An audit of the accounts of the Association shall be made annually by an accountant.

Section 5. Fidelity bonds may be required by the Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least the amount of the total annual assessments against Members for common expenses. The premiums on such bonds shall be paid by the Association.

## **ARTICLE XVI - PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

## **ARTICLE XVII - TURNOVER**

At the time the Members are entitled to elect at least a majority of the Board of Directors of the Association, the Declarant shall, at the Declarant's expense, within no more than 90 days deliver the following documents to the Board:

- (a) All deeds to Common Areas owned by the Association, if any.
- (b) The original of the Declaration.
- (c) A certified copy of the Articles.
- (d) A copy of the Bylaws.
- (e) The minute books, including all minutes of the Association.
- (f) The books and records of the Association.
- (g) Policies, rules, and regulations, if any, which have been adopted.
- (h) Resignations of directors who are required to resign because the Declarant is required to relinquish control of the Association.
- (i) The financial records of the Association from the date of incorporation through the date of turnover.
- (j) All Association funds and control thereof.

- (k) All tangible property of the Association, if any.
- (l) A copy of all contracts which may be in force with the Association as one of the parties.
- (m) A list of the names and addresses and telephone numbers of all contractors, subcontractors, or others who are currently employed by the Association.
- (n) Any and all insurance policies in effect.
- (o) Any permits issued to the Association by governmental entities.
- (p) Any and all warranties in effect.
- (q) A roster of current Owners and their addresses and telephone numbers and Lot numbers.
- (r) Employment and service contracts in effect.
- (s) All other contracts in effect to which the Association is a party.

**IN WITNESS WHEREOF**, we, being all of the Directors of The Estates of Lake St. Charles Homeowners' Association, Inc., have hereunto set our hands this 13<sup>th</sup> day of January, 2004.

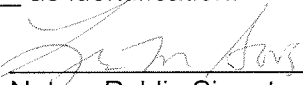
**DIRECTORS:**


  
 Ronald E. Wilson

STATE OF FLORIDA  
 COUNTY OF Sevier

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of January, 2004, by Ronald E. Wilson, as a Director of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification.

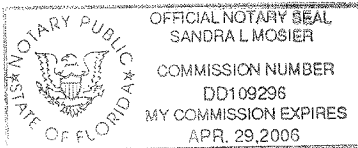


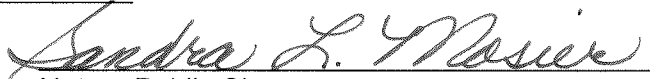
  
 Notary Public Signature  
 My commission expires: 7/11/06  
Lisa M. Sorg  
 Print Notary Public Name

  
Barry E. Frey

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2004, by Barry E. Frey, as a Director and Secretary of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification.

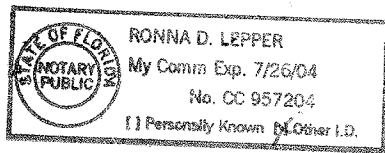



  
Notary Public Signature  
My commission expires: 4-29-06  
SANDRA L. MOSIER  
Print Notary Public Name

  
M. William Frey

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of January, 2004, by M. William Frey, as a Director of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation, who is personally known to me, or who produced Driver's License as identification.



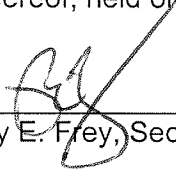
  
Notary Public Signature  
My commission expires: 7/26/04  
Ronna D. Lepper  
Print Notary Public Name

**CERTIFICATION**

I, the undersigned, do hereby certify:

That I am the duly-elected Secretary of The Estates of Lake St. Charles Homeowners' Association, Inc., a Florida not for profit corporation; and

That the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 13<sup>th</sup> day of January, 2004.

  
\_\_\_\_\_  
Barry E. Frey, Secretary

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION**

#### **– PLAT OF ESTATES OF LAKE ST. CHARLES**

Tracts 18, 19, 20, 21, 22, 27, 28, 29, 30, 31 and a portion of Tract 26, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida, further described as: Begin at the Southwest corner of said Tract 31 and run N00°17'44"W along the West boundary of said Tracts 18 and 31, 1298.09 feet; thence N89°51'35"E, 1650.31 feet to the East boundary of said Tract 22; thence S00°11'45"E, along said East boundary, 640.06 feet to the Northwest corner of said Tract 26; thence N89°48'31"E along the North boundary of said Tract 26, 175.00 feet; thence S00°14'33"E, 654.92 feet to a point on the South boundary of the Northeast  $\frac{1}{4}$ ; thence S89°45'27"W along said South boundary, 1823.58 feet to the Point of Beginning. Less existing platted right of way.

And

Tracts, 1, 2, 15 and 16, lying in the Northeast  $\frac{1}{4}$  of Section 6, Township 27 South, Range 27 East, Polk County, Florida as shown on the plat of the Florida Development Company Subdivision, as recorded in Plat Book 3, Pages 60 through 63 of the Public Records of Polk County, Florida. Less existing platted right of way.