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Filed & Recorded in Official Records of
LEVY COUNTY Danny J. Shipp

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R-392.50

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**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR OTTER CREEK
(an unrecorded subdivision)**

**THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS FOR OTTER CREEK** (this "Amendment"), is
made effective as of April 18th, 2006, by FL Land Partners, LLC, a Delaware
limited liability company (the "Declarant"), and by the OTTER CREEK PROPERTY
OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association").

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WHEREAS, Declarant recorded that certain Declaration of Restrictions and
Protective Covenants for Otter Creek (the "Original Declaration") in Official Records
Book 972, Page 398, Public Records of Levy County, Florida; and

WHEREAS, Declarant is empowered, under the terms of the Original
Declaration, to amend the Original Declaration without the joinder or consent of any
other party; and

WHEREAS, the Suwannee River Water Management District (the "District") has
required that Declarant obtain an environmental resource permit (the "Permit").

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THEREFORE, by this Amendment, Declarant does hereby amend, and by these
presents does cause the Original Declaration to be amended as set forth in this
Amendment. The property subject to this Declaration, as hereby amended, shall be held,
sold, used and conveyed subject to the terms, provisions, conditions, covenants,
restrictions, reservations, easements, regulations, burdens and liens contained herein,
which shall run with the land, and shall be binding upon and for the benefit of all persons
or entities, having any right, title or interest in the Property, or any part thereof, their
heirs, successors and assigns.

Bk# 1012 Pg# 505

ARTICLE I

DEFINITIONS

The terms used in this Amendment shall be given their natural, commonly accepted definitions unless otherwise specified herein. Capitalized terms shall be set forth below. These definitions are in addition to those set forth in the Original Declaration.

1.1 "Articles" shall mean the Articles of Incorporation of Otter Creek Property Owners Association, Inc. as filed with the Florida Secretary of State, a copy of which is attached hereto as Exhibit "A" and made a part hereof by reference.

1.2 "Assessment" means each Member's proportionate share of the funds required for the payment of Common Expenses, which from time to time shall be assessed against the Members of the Association. Assessments may sometimes be referred to as "Base Assessments".

1.3 "Association" shall mean and refer to Otter Creek Property Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

1.4 "Association Property" shall mean all interest in real and personal property transferred or conveyed to the Association for the benefit of the Members, including but not limited to, the easements granted to the Association in Article V.

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

1.6 "Bylaws" shall mean and refer to the Bylaws of the Association, attached hereto as Exhibit "B" and made a part hereof by reference.

1.7 "Class B Control Period" shall mean the period of time during which the "Class "B" Member", as defined in the Bylaws, is entitled to appoint a majority of the members of the Board, as provided in the Bylaws.

1.8 "Common Expenses" shall mean and include the actual and estimated expenses incurred or anticipated to be incurred by the Association for the benefit of Members, including any reasonable reserve, as the Board may find necessary or appropriate pursuant to this Declaration, the Bylaws, and the Articles. Common Expenses shall not include any expenses incurred during the Class "B" Control Period for initial development, original construction, installation of infrastructure, original capital improvements, or other original construction costs unless approved by the Members representing a majority of the total Class "A" Members, as defined in the Bylaws, in a vote of the Association.

1.9 "Declarant" shall mean and refer to FL Land Partners, LLC, a Delaware limited liability company, its successors and/or assigns.

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

1.11 "Homeowners Documents" means this Declaration, the Articles, and the Bylaws of the Association; as well as all of the instruments and documents referred to herein and executed in connection with the Otter Creek project.

1.12 "Limited Common Maintenance Area" means an area reserved herein, the use of which is reserved to certain Lots, as set forth herein.

1.13 "Member" shall mean a member of the Association.

1.14 "Mortgage" means a mortgage, a deed to secure a debt or any form of security deed in favor of an Institutional Mortgagee.

1.15 "Mortgagee" means a beneficiary or holder of a mortgage in favor of an Institutional Mortgagee on any portion of the Property.

1.16 "Institutional Mortgagee" shall mean any of the following institutions, or subsidiary thereof, which holds a Mortgage on any portion of the Property: a bank, state or federal savings and loan association, mortgage banking company authorized to do business in the State of Florida, insurance company or mortgage banking company authorized to do business in the State of Florida, a real estate investment trust, the Government National Mortgage Association, the Federal National Mortgage association, the Federal Home Loan Mortgage Corporation, the Federal Housing administration/Veterans Administration, the Levy County, Florida Housing Authority or similar entity, or a lender generally recognized in Levy County, Florida as an Institutional lender. In each and every instance in which the Declarant holds a mortgage on the Property, the term Institutional Mortgagee shall also include the Declarant. In the event of any question or dispute concerning the application of the term "Institutional Mortgagee" to any particular party, the Declarant may, without obligation or liability, in its sole discretion, determine whether said party is an "Institutional Mortgagee" for the purposes of this Declaration.

1.17 "Mortgagor" means an Owner who gives a mortgage.

1.18 "Otter Creek Road(s)" shall mean Live Oak Lane and Birds Nest Lane, as set forth in the Declaration. The Otter Creek Roads are each a Limited Common Maintenance Area.

1.19 "Owner" shall mean and refer to one or more Persons (defined below) who hold the record title to any Lot which is created on the property subject to this declaration, but excluding any party holding an interest merely as security for the performance of an obligation.

1.20 "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

1.21 "Property" shall mean all of the real and personal property subject to this Declaration.

1.22 "Road Lot" shall mean a Lot abutting an Otter Creek Road.

1.23 "Rules and Regulations" shall mean the rules, regulations, and policies as may be adopted by the Board from time to time by resolution duly made and carried, which shall be incorporated into this Declaration as if more fully set forth herein.

1.24 "Surface Water Management System" shall mean a Surface Water or Storm Water Management System, which is designed, constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse the water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution otherwise affecting the quantity and quality discharge of the water.

1.25 "Turnover Date" shall mean the date the Class "B" Control Period ends, as more particularly set forth in the Bylaws. The Turnover Date shall occur no later than three (3) months after Ninety Percent (90%) of the Road Lots have been sold to Members other than the Declarant, its successors and/or assigns, (for purposes of this provision "Members other than the Declarant" shall not include builders, contractors, or others who purchase a Road Lot for the purpose of constructing improvements thereon for resale), or after the Declarant elects to relinquish its control of the Association, whichever shall first occur.

ARTICLE II

ASSOCIATION FUNCTION, MEMBERSHIP AND VOTING RIGHTS

2.1 Function of Association. The Association shall be the entity responsible for management, maintenance, operation and control of the Limited Common Maintenance Areas. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable Rules and Regulation as the Board may adopt. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles and Florida Law.

2.2 Membership. The owner of the fee simple title of record of each Road Lot shall be a mandatory Member of the Association. Each Owner of a Road Lot shall become a Member of the Association on becoming an Owner. As a Member, the Owner shall be governed by the Homeowners Documents; and shall be entitled to one (1) membership for each Road Lot owned. In the event that a Road Lot is owned by more than one Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of Membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The Membership rights of a Road Lot owned by a corporation, partnership, limited liability company, limited partnership, or other business entity shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary of the Association. In the event

a Road Lot is subdivided, each sub-lot so created shall become a Road Lot, entitling its Owner to become a Member.

2.3 Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

A. Class "A" Members shall be all Owners except the Class "B" Member. Class "A" Members shall be entitled to one (1) vote for each Road Lot owned by such Member.

~~When more than one (1) Person holds the interest in such Road Lot, the vote for such Road Lot shall be exercised as those Persons owning the Road Lot have determined among themselves, and have advised the Secretary of the Association prior to casting their vote. In the absence of such advice, the Road Lot's vote shall be suspended in the event that more than one (1) Person seeks to exercise it.~~

B. The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member shall be entitled to Three (3) votes per Road Lot owned and in addition, shall be entitled to appoint a majority of the Members of the Board during the Class "B" Control Period. The Class "B" membership shall terminate and become converted to Class "A" membership on the Turnover Date.

ARTICLE III

GENERAL RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

3.1 Limited Common Maintenance Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall manage and control the Limited Common Maintenance Areas and all improvements thereon, and shall keep these in good, clean, attractive and sanitary condition, order and repair, consistent with applicable laws and regulations and this Declaration.

3.2 Personal Property and Real Property for Common Use. The Association may acquire, hold and dispose of tangible and intangible personal property and interests in real property.

3.3 Rules and Regulations. The Association, through its Board, may make and enforce reasonable rules governing the use of the Limited Common Maintenance Areas, in addition to, further defining or limiting, and, where specifically authorized hereunder, creating exceptions to those covenants and restrictions set forth in this Declaration. Such rules shall be binding upon all Road Lot Owners and occupants, their invitees, and licensees until and unless repealed or modified in a regular or special meeting by the vote of Members representing 51% of the total Class "A" votes in the Association, and by the Class "B" Member, so long as it is prior to the Turnover Date.

3.4 Implied Rights; Board Authority. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in this Declaration, the Bylaws, Articles, or by law, all rights and power of the Association may be exercised by the Board without a vote of the Membership.

3.5 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member.

The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers, and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association). The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee member may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers and directors liability insurance to fund this obligation, if such insurance is reasonably available.

ARTICLE IV

GENERAL MAINTENANCE RESPONSIBILITIES

4.1 Association's Responsibility.

A. The Association shall maintain and keep in good repair all areas of Otter Creek which are the maintenance obligation of the Association, as provided in this Declaration and related documents.

B. Unless otherwise provided herein, the maintenance costs to the Association shall be assessed equally among the Owners, as part of the Common Expenses pursuant to the provisions of this Declaration.

C. The Association may maintain property which it does not own or have maintenance responsibility for, if the Board determines that such maintenance is necessary or desirable for the benefit of the Members.

D. The Association (and ultimately the Road Lot Owners) shall be responsibly for the maintenance, operation and repair of the Surface Water or Storm

Water Management System as required by the Permit (as that term is defined in ARTICLE XIV) and other applicable District rules. Maintenance of the Surface Water or Storm Water Management System(s) shall mean the exercise of the practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Storm Water Management capabilities as permitted and/or required by the District. Any repair or reconstruction of the Surface Water or Storm Water Management System shall be as permitted or, if modified, as approved by the District.

4.2 Owner's Responsibility. Each Owner shall, at their sole cost and expense, maintain their own Road Lot, structure, parking areas, landscaping, swales, drainage and buffer areas lying or required within the Lot boundaries, and other improvements comprising the Lot in a manner consistent with and subject to the provisions of this Declaration.

If any Road Lot Owner fails to perform his or her maintenance responsibility, the Association shall have the right, but not the obligation, upon reasonable notice to the Owner (except in the event of an emergency) to enter upon the Road Lot to make such repairs or perform said maintenance. All costs incurred by the Association as a result of actions taken pursuant to the provisions of this paragraph shall be charged against the Road Lot and the Owner thereof in accordance with the provisions of this Declaration. Said charge shall be deemed a Special Assessment and shall constitute a lien on the Road Lot, enforceable in the same manner as other Assessments, as set forth in this Declaration.

ARTICLE V
EASEMENTS

5.1 Easements for Owners. The Declarant hereby grants perpetual, non-exclusive easements to the Association, and to the Road Lot Owners, their families, guests, invitees, licensees, lessees and to Mortgagees, upon, over, and across the Limited Common Maintenance Areas for the use and enjoyment of same, subject to the terms and conditions set forth in this Declaration. Access to each Otter Creek Road may be limited to the Owners of Road Lots abutting such Otter Creek Road, and their families, guests, invitees, lessees, and Mortgagees. The Declarant hereby grants additional perpetual, non-exclusive ingress and egress easements (including those needed for equipment) to the Association over, across, through and under all portions of the Property for the purpose of performing the operation, maintenance and repair requirements of the Association as described in this Declaration.

5.2 Easements for Utilities.

A. There are hereby reserved to the Declarant (so long as the Declarant owns any of the Property), the Association and their respective assignees and designees, access and maintenance easements upon, over, across, and under all of the Property to the extent reasonably necessary for the purpose of replacing, repairing and maintaining Otter Creek Roads, drainage systems, street lights, identification signage and all utilities, including, without limitation, water, irrigation, sewer, electricity, telephone, cable TV,

communication lines and systems, and for the purpose of installing any of the foregoing on property which the Declarant or the Association owns or within easements designated for such purposes by this Declaration.

B. The Declarant hereby also grants a perpetual non-exclusive easement to all utility or service companies servicing Otter Creek upon, over, across, through, and under the Limited Common Maintenance Areas and such other portions of the Property on which utility facilities may be located, for ingress, egress, installation, replacement, repair, and maintenance of all utility and service lines and systems including, but not limited to water, irrigation, sewer, telephone, electricity, cable TV, or communication lines and systems. It shall be expressly permissible for the providing utility or service company to install and maintain facilities and equipment on said property, to excavate for such purposes, and to affix and maintain wires, facilities, circuits, and conduits on, in, and under the Limited Common Maintenance Areas, providing such company restores any disturbed area substantially to the condition existing prior to their activity. Notwithstanding anything to the contrary contained in the foregoing, no utility service line or system may be installed or relocated within the Limited Common Maintenance Areas without the written consent of the Association.

5.3 Easements for Encroachments. The Declarant hereby grants an easement for encroachment in the event any improvements upon the Limited Common Maintenance Areas now or hereafter encroaches upon any Road Lot, as a result of minor inaccuracies in survey, construction, reconstruction, or due to settlement or movement or otherwise to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. The encroaching improvements shall remain undisturbed as long as the encroachment exists. This easement for encroachment shall also include an easement for the maintenance and use of the encroaching improvements. In no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge, and consent of, an Owner, occupant or the Association.

5.4 Right of Entry. The Association shall have the right, but not the obligation, to enter upon any Road Lot for emergency, security and safety reasons, to perform maintenance pursuant to this Declaration, and to otherwise ensure compliance with this Declaration, and Subsequent Amendment, the Bylaws, and the Rules and Regulations, which right may be exercised by any member of the Board its officers, agents, employees, and managers; and all policemen, firemen, emergency medical personnel, and similar emergency personnel in the performance of their duties.

ARTICLE VI

ASSESSMENTS

6.1 Creation of Assessments. There are hereby created two types of Assessments: (a) Base Assessments to fund expenses for the benefit of the Members of the Association, and (b) Special Assessments as described in paragraph 6.3 below.

A. The Otter Creek Roads shall each be a Limited Common Maintenance Area. Assessments for the cost of maintenance, repair and matters related to each Otter Creek Road and road right-of-way on the Property shall exclusively be levied upon the Road Lots adjoining or accessed via that Otter Creek Road. Otherwise, unless specifically provided in this Declaration, Base Assessments shall be levied equally on all Road Lots. Special Assessments shall be levied as provided in paragraph 6.3 below. Each Road Lot Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay these Assessments.

B. Assessments shall be paid in such manner and on such dates as may be fixed by the Board which may include, without limitation, acceleration of the annual Base Assessment for delinquent Members. Unless the Board otherwise provides, the Base Assessments shall be payable not less frequently than annually in advance. Base Assessments shall be billed on the fifteenth day of December of each year for Assessments due and payable on the first day of January of each year. Assessments not paid by the due date will incur late charges as determined by the Board.

C. Each owner of a Road Lot, by acceptance of a deed for such Road Lot, whether or not it is expressed in the deed, agrees to pay assessments as provided in these Covenants and Restrictions. No Road Lot Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Limited Common Maintenance Areas or abandonment of the Road Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Road Lot Owner. No diminution, abatement, or set-off of any Assessment shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration, or for inconvenience or discomfort arising from repairs or improvements undertaken by the Association, or arising as a result of any action undertaken by the Association in order to comply with any law or ordinance, or any order or directive of Levy County, Florida, the State of Florida, or other authority having jurisdiction over the Property. Any assessment not paid within thirty (30) days of its due date shall be delinquent, and shall bear interest from the due date at a reasonable rate established by the Board until paid in full, and the Association shall have the right to file a lien in the public records of Levy County, Florida, to secure payment of all amounts due. The total amount due shall be a continuing lien on the real property described in the lien until paid in full, and the Association may bring a civil action to foreclose the lien. The lien of any assessment is subordinate to the lien of any first mortgage. A sale or transfer of any lot or real property encumbered by such a lien shall not affect the validity or enforcement of the lien.

D. So long as the Declarant owns any property within Otter Creek, the Declarant's obligation for payment of Assessments of any kind shall be limited to the difference between the amount of Assessments levied by the Association, and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these. The Association is specifically authorized to enter into subsidiary contracts or contracts for "in kind" contribution of

services or materials or a combination of services and materials with the Declarant or other entities for the payment of some portion of the Assessments. Prior to the Turnover Date, this provision shall not be amended without the consent of Declarant.

6.2 Computation of Base Assessments. At least sixty (60) days before the beginning of the fiscal year, the Board shall prepare a budget to determine the estimated costs of *operating the Association during the upcoming year*. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Road Lot for the following year to be delivered to each Member at least thirty (30) days prior to the end of the current fiscal year. The budget and the assessment shall become effective unless disapproved by a meeting of the Members, by a vote of the Members, or their alternates representing at least a majority of the total Class "A" vote of the Association and the vote of the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws. Notwithstanding the foregoing, in the event the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect shall continue for the upcoming year.

6.3 Special Assessments. The Association shall levy a Special Assessment for the purpose of defraying in whole or in part the cost of the maintenance, operation and repair of the Surface Water or Storm Water Management System and any and all other costs incurred to comply with the terms and provisions of the Permit. Such Special Assessments shall be levied by the Board of Directors of the Association with or without approval of the membership of the Association. Special Assessments shall be due and payable within thirty (30) days of the assessment being levied. The Association may levy other Special Assessments for this or other purposes appropriate to the Association; provided any such Assessment shall have the affirmative vote or written consent of Members or their alternates representing at least fifty-one (51%) percent of the Class "A" vote in the Association, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessments is approved, if the Board so determines.

6.4 Date of Commencement of Base Assessments. The Base Assessments provided for herein shall commence as to each Road Lot at the time of conveyance of the Road Lot by the Declarant to the Owner. Assessments shall be due and payable in a manner and on such schedule as determined by the Board of Directors. The first Base Assessment shall be adjusted according to the number of days remaining in the fiscal year at the time Assessments commence on a Road Lot.

6.5 Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges, and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any Institutional Lender holding a first Mortgage upon any Road Lot, as provided in this Declaration. The sale or transfer of any Road Lot shall not affect, impair or extinguish the Assessment lien; however, the sale or transfer of any Road Lot pursuant to judicial or nonjudicial foreclosure, or deed in lieu of foreclosure of

a first Mortgage, shall extinguish the lien of such Assessments as to charges which became due prior to such sale or transfer. No sale or transfer shall relieve such Owner from lien rights for any Assessments thereafter becoming due. Where the Institutional Lender holding a first mortgage of record or other purchaser of a Road Lot obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments of the Association chargeable to such Road Lot which became due prior to the acquisition of title to such Road Lot. In such event, the unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from the Owners of all Road Lots, including such purchaser, its successors and assigns.

6.6 Exempt property. Notwithstanding anything to the contrary contained in this Declaration, the Articles, Bylaws, and Amendments thereto, any property dedicated to and accepted by any governmental authority or Public utility shall be exempt from the payment of Base Assessments and Special Assessments.

ARTICLE VII

ESTABLISHMENT AND ENFORCEMENT OF LIENS

7.1 Lien for Assessments. All Assessments authorized in this Declaration, together with interest at the highest rate allowed by Florida law as computed from the date the delinquency first occurs, late charges, costs of collection, and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Road Lot against which each Assessment is made. Each such Assessment, together with interest, late charges, costs of collection, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Road Lot at the time the Assessment arose, and any subsequent grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Road Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title. The Board may suspend the voting rights of a Member for nonpayment of any Assessment.

7.2 Effective Date of Lien. Said lien shall be effective only from and after the time of recording of a written, acknowledged statement by the Association which sets forth the amount due to the Association, in the public records of Levy County, Florida. Upon recording, the Association should have a perfected lien for unpaid Assessments prior to and superior to all other liens, except for the following: (1) all taxes, bonds, assessments, and other levels which by law would be superior thereto, and (2) the lien of charge of any first Mortgage of record made in good faith and for value. Upon full payment of all sums secured by the Association lien and costs and fees accrued in connection therewith, the Association shall execute a Satisfaction of Lien in a form which may be recorded in the public records of Levy County, Florida.

7.3 Remedies. In the event any Owner shall fail to pay his or her Assessments within fifteen (15) days after the same becomes due, the Association, through its Board, may exercise any of the following remedies:

A. To accelerate the entire amount of any Assessments for the remainder of the year notwithstanding any provisions for the payment thereof in installments.

B. To advance funds on behalf of the Owner. The funds so advanced, including reasonable attorneys' fees and expenses, and the cost to borrow funds, if necessary, incurred in connection with such advance, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association in the same manner as any other Assessment.

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

D. To file an action at law to collect said Assessments, together with interest at the highest rate allowable by law, costs and attorneys' fees, without thereby waiving any lien rights or rights of foreclosure by the Association.

E. The foregoing remedies shall be in addition to any rights or remedies now or hereafter provided by law or equity, and all rights and remedies shall be cumulative and not exclusive of each other.

7.4 Rights upon Foreclosure. The Association, acting on behalf of the Owners, shall have the right to bid on and purchase any Road Lot at any foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which the Road Lot is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be assessed or levied on it; and (c) each other Road Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Road Lot had it not been acquired by the Association as a result of foreclosure. Any action to recover a money judgment for unpaid Common Expenses, together with all charges and expenses incurred in connection therewith, including attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

ARTICLE VIII

INSURANCE

8.1 Common Property Insurance. The Association may maintain a policy or policies to insure the Limited Common Maintenance Area improvements, if any, from casualty losses.

8.2 Public Liability Coverage. The Association may purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences in or on the Limited Common Maintenance Areas. The policy limits shall be as determined by the Board of Directors of the Association. The Association shall use its best efforts to see that such policy shall contain, if available,

cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

8.3 Insurer. All insurance shall be issued by a company authorized to do business in the State of Florida.

8.4 Named Insured. For all policies obtained by the Association, the named insured shall be the Association individually as the trustee for the Members, and shall also include Institutional Mortgagees who hold Mortgages upon Road Lots covered by the policy, whether or not the Institutional Mortgagees are named. The Board may authorize the Insurance Trustee to maintain the policies and receive any proceeds of such policies.

8.5 Premiums. Premiums on policies purchased by the Association shall be paid as a Common Expense. However, if the amount of a premium is increased because a Road Lot or its appurtenances is misused or abandoned, then the Owner of such Road Lot(s) shall be liable for such increase. The Association shall furnish evidence of premium payment to each Institutional Mortgagee upon request.

8.6 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Members, and their mortgagees, as their interest may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as trustee, or to such institution in Florida with trust powers as may be designated as Insurance Trustee by the Board.

8.7 Policy Cancellation. All insurance policies purchased by the Association shall require the insurer to provide written notice to the Association or the designated Insurance Trustee, if any, and each first mortgagee named in the mortgage clause, at least ten (10) days before it cancels or substantially changes the coverage.

8.8 Association as Agent. The Association is irrevocably appointed agent for each Owner and for each Mortgagee or other lienor of a Road Lot, and for each owner of any other interest in the Property, for the purpose of adjusting claims arising under insurance policies purchased by the Association, and also for the purpose of executing releases upon the payment of claims.

ARTICLE IX

MORTGAGEE PROVISIONS

9.1 No priority. No provision of the Homeowners Documents shall be construed as giving any Owner priority over any rights of any first Mortgagee of any Road Lot with

respect to the distribution of insurance proceeds or condemnation awards resulting from any loss or damage to the Limited Common Maintenance Areas.

9.2 Notice to Association. Upon request, each Road Lot Owner shall be required to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Road Lot.

9.3 Amendment by the Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently modify or eliminate any of their respective rules, regulations, or requirements which necessitate the provisions of this Article, the Board, without approval of the Owners, may amend this Article to reflect such changes.

9.4 Failure of Mortgagee to Respond. Any mortgagee who is sent, by certified or registered mail, return receipt requested, written request to respond to any action contemplated by the Association or the Board, and fails to respond within thirty (30) days from the date thereof, shall be deemed to have approved such action.

ARTICLE X

ENFORCEMENT OF DECLARATION

10.1 This Declaration may be enforced by any proceeding at law for damages or any proceeding in equity to compel compliance with its terms or to prevent any future violation or breach of any of the covenants, terms, conditions, and restrictions contained herein or in the Homeowners Documents. The terms, conditions, covenants, and restrictions of this Declaration and the Homeowners Documents may be enforced by the Declarant, the Association, or any Member; provided, however, any Member who takes any action to enforce this Declaration, or the Homeowners Documents, shall indemnify and hold harmless the Declarant and the Association from any loss or expense arising from or related to such action, including but not limited to reasonable attorneys', paralegals' and other professionals' fees, whether prior to or at trial and in any appellate or bankruptcy proceeding. In the event such Member fails to meet its obligation to indemnify and hold harmless the Association, all costs incurred by the Association as a result thereof shall be charged against the Lot and the Owner thereof in accordance with the provisions of this Declaration. Said charge shall be deemed a Special Assessment and shall constitute a lien on the Road Lot, enforceable in the same manner as other Assessments as set forth in this Declaration.

ARTICLE XI

AMENDMENTS

11.1 Amendments Generally. Until the first conveyance of a Road Lot by the Declarant to an Owner other than the Declarant ("Amendment Date"), the Declarant may, in its sole discretion, amend any provision in this Declaration and the Homeowners Documents, including, without limitation, those provisions respecting the payment of

Assessments; subject, however, to the provisions of Section 11.2 below. Thereafter, except as set forth in Section 11.2, other than an amendment terminating this Declaration, the Declaration may only be amended by the following: (a) consent of the Members representing at least 51% of the Class "A" votes, and if prior to the Turnover Date, (b) the consent of the Declarant; provided, however, any amendment which materially changes any provision of this Declaration, the Bylaws or Articles, or which adds material provisions thereto, which establish, provide for, govern, or regulate any of the following, shall also require the consent of 51% of the first Mortgagees:

- UNOFFICIAL COPY
- A. Voting;
 - B. Assessments, assessment liens, or subordination of such liens;
 - C. Insurance or fidelity bonds;
 - D. Responsibility for maintenance and repair of the Property;
 - E. Expansion or contraction of the Property, or the addition, annexation, or withdrawal of Property to or from the Association;
 - F. Boundaries of any Lot;
 - G. Leasing of any Lot;

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- H. Any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey his or her Lot; or

- I. Any provisions included in the Declaration, By Laws, or Articles for the express benefit of any Institutional Mortgagee who is the holder, guarantor, or insurer of any first mortgage on the Lots.

11.2 Amendments Affecting Surface Water Management System. Any amendment that would affect the Surface Water Management Requirements must be approved by the Suwannee River Water Management District and Levy County, Florida. Until December 31, 2006, Declarant may unilaterally amend this Declaration if directed to by the Suwannee River Water Management District pursuant to its issuance or enforcement of the Permit, as that term is defined in ARTICLE XIV.

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11.3 Scrivener's Errors. Prior to the Turnover Date, the Declarant may amend this Declaration in order to correct any scrivener's error or similar defect or omission without the consent of the Members or the Board, provided that such amendment is reasonable and does not materially affect the rights of the Members. Such an amendment shall be executed by the Declarant and a copy furnished to each Member, the Association, and all Institutional Mortgagees as soon as practicable after the recording thereof in the public records of Levy County, Florida.

11.4 Effective Date of Amendments. Any amendment to the Declaration shall be effective upon the recording of such amendment in the public records of Levy County, Florida.

ARTICLE XII

CONVEYANCES

The sale or lease of Road Lots shall be subject to the following restrictions:

12.1 Notice to Association. Every Owner, other than the Declarant, who sells, leases, or otherwise conveys any interest in their Road Lot, shall provide the Association with written notice before: (a) the closing date of the sale or conveyance of the Road Lot, or (b) the effective date of any lease. The foregoing notice shall include the name, address, and telephone number (and fax number if applicable) of the new Owner or lessee, and shall include a written agreement signed by the new Owner or lessee agreeing to comply with the terms and provisions of this Declaration. In the event the Road Lot is sold, it shall then be the responsibility of the new Owner to provide the Association with a recorded copy of the deed. It is not the intention of this Article to grant the Association a right of first refusal to purchase or lease the Road Lot, or a right to approve the purchaser(s), grantee(s) or lessee(s). It is, however, the intent of this paragraph to impose an affirmative duty on the Owners to keep the Association advised of any changes in occupancy or ownership.

ARTICLE XIII

TERMINATION

13.1 Consent to Termination. The consent of each of the following: (a) Members representing at least 67% of the Class "A" votes; (b) the Declarant if it is prior to the Turnover Date; and (c) 67% of the first Mortgagees, shall be required to terminate the Association.

13.2 Termination and Documents. The following covenants and restrictions shall remain in effect, notwithstanding the termination of this Declaration, and any document(s) terminating this Declaration shall provide the following:

A. That all Lots shall continue to be used solely as provided in the Original Declaration;

B. All Limited Common Maintenance Property shall be owned and held in equal shares by the Owners as tenants in common, and each Owner shall remain obligated to pay his pro rata share of expenses to continually maintain the Limited Common Maintenance Property; and

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C. Each and every Surface Water Management Requirement (as set forth in ARTICLE XIV below), shall remain in effect unless expressly released in writing by the Suwannee River Water Management District and Levy County, Florida, as appropriate.

13.3 Limitation on Termination. This Declaration may not be terminated for a period of twenty-five (25) years from the recording of this Declaration. This Declaration shall be automatically renewed and extended for successive periods of ten (10) years each, unless at least one (1) year prior to the expiration of either the initial twenty-five (25) year period or any successive ten (10) year period, an instrument terminating this Declaration is recorded in the public records of Levy County, Florida. No instrument purporting to terminate this Declaration shall be effective unless executed by the Members representing at least 67% of the Class "A" votes, 67% of the first Mortgagees, and if prior to the Turnover Date, the Declarant. Termination of this Declaration shall be subject to the approval of the Levy County Board of County Commissioners and the Suwannee River Water Management District.

ARTICLE XIV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT REQUIREMENTS

14.1 The Property shall be subject to the following restrictions:

A. Each Owner shall refrain from obstructing the natural drainage of the Property and shall keep any natural drainage ways as may exist on their Lot clear so as not to interfere with drainage plans approved by the District. No activity of any type shall be conducted within any wetland (as defined in s.373.019(25), Fla. Stat. (2005) and other related definitions set forth in 40B-400.021, F.A.C. (2003) (a "Wetland"). A National Wetland Inventory Map is attached hereto and made a part hereof as Exhibit "C", as a general guide, but actual determination of wetland boundaries must be made to comply with the foregoing.

B. Each Owner shall refrain from any activity inconsistent with the Permit, including but not limited to (1) constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above any Wetland; (2) Dumping or placing soil or other substances or material as land fill or dumping or placing or trash, waste or unsightly or offensive materials on or above any Wetland; (3) Removing or destroying any trees, shrubs or other vegetation on or above any Wetland; (4) Excavating, dredging or removing loam, peat, gravel, soil rock or other material substances in such a manner as to affect any Wetland; (5) Activities detrimental to drainage, flood control, water conservation, or fish and wildlife habitat preservation of any Wetland; and (6) Acts or uses detrimental to the retention of any Wetland.

C. In addition to any available administrative remedies, the District shall retain the right to institute a civil action in any court of competent jurisdiction to enforce these restrictions in an action at law or in equity. The prevailing party in any

administrative or other civil action shall be entitled to an award of reasonable attorney's fee and costs.

14.2 Environmental Resource Permit. The terms and requirements of this Article are set forth in Environmental Resource Permit No. ERP 06-0076 (the "Permit"), a copy of which is attached hereto and made a part hereof as **Exhibit "D"**. The Permit authorizes the Declarant to construct, and the Association to operate, Otter Creek according to the Plan and the terms of this Article.

14.3 Enforcement of Suwannee River Water Management District Requirements. The Association is authorized to enforce these provisions by the terms of this Declaration, including, without limitation, the terms of Article XIII. The Suwannee River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in these Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water or Storm Water Management System as well as any and all other provisions contained in these Covenants and Restrictions that in any way relate to the Permit. The District's right to enforce these Covenants and Restrictions by proceedings at law or in equity shall survive any dissolution of the Association and may be enforced by the District against the Association and/or the Road Lot Owner(s). Should the District bring an action at law or in equity to enforce any provision of these Covenants and Restrictions and should it be determined in any such proceedings that the Association or any Road Lot Owner(s) breached any of the provisions of these Covenants and Restrictions or failed to completely and timely comply with any of these Covenants and Restrictions, the District shall be entitled to an award of attorney's fees and costs incurred by the District in such proceedings which shall include attorney's fees and costs incurred in any administrative and appellate proceedings. The District shall have the right to file a lien in the public records of Levy County, Florida for any such attorney's fees and costs awarded to the District by any court or administrative body.

14.4 No Amendment. Neither this Article nor any provision which alters any provision relative to the Surface Water or Storm Waters Management System, beyond maintenance in its original condition, may be amended without the prior written authorization of the Suwannee River Water Management District.

ARTICLE XV

MISCELLANEOUS

15.1 No Waiver. The failure by the Declarant, the Association or any Owner, to object to any Person's failure to comply with any of the terms and provisions contained herein, shall in no event be deemed a waiver of any right to object to same and to otherwise seek compliance with the provisions herein.

15.2 Headings. Article and paragraph captions inserted through out this Declaration are inserted only as a matter of convenience and are for reference only. In no way shall

such captions or headings serve to define, limit or in any way affect the interpretation of any of the terms and provisions of this Declaration.

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

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

15.5 Homeowners Documents. The Association is required to make current copies of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and other such documents governing the Association, as well as the books, records, and financial statements of the Association, available to Members, Institutional Mortgagees, the Declarant, and to holders, insurers or guarantors of any first Mortgage. "Available" shall be defined as obtainable for inspection during normal business hours or under such other reasonable circumstances, within a reasonable time after written request. Any Institutional Mortgagee who holds a first Mortgage shall be entitled to a financial statement of the Association for the preceding fiscal year, within a reasonable time after written request.

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EXHIBIT "A"

ARTICLES OF INCORPORATION OF OTTER CREEK

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Bk# 1012 Pg# 525



April 14, 2006

FLORIDA DEPARTMENT OF STATE

Division of Corporations

OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC.

7208 SAND LAKE ROAD, SUITE 304

ORLANDO, FL 32819

UNOFFICIAL COPY

The Articles of Incorporation for OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC. were filed on April 13, 2006, and assigned document number N06000004138. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H06000099275.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

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

Sincerely,
Valerie Herring
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 706A00025483

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Bk# 1012 Pg# 526

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION
OF
OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC.
a Florida corporation not-for-profit**

UNOFFICIAL COPY
The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE II

TYPE OF CORPORATION

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The Association is a not-for-profit corporation and has no capital stock.

ARTICLE III

DURATION

The period of duration is perpetual.

ARTICLE IV

PURPOSES AND POWERS

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This Association does not contemplate pecuniary gain or profit to its members, and the purposes for which it is formed are to provide for maintenance, preservation of the common maintenance area(s) within that certain real property described in that certain Declaration of Restrictions and Protective Covenants for Otter Creek, recorded in O.R. Book 972, Page 390 of the Official Records of Levy County, Florida, as subsequently amended (hereinafter called "the Declaration"), and such additional properties as may be added thereto from time to time by annexation or otherwise as provided in the Declaration and in these Articles; and to promote the health, safety and welfare of the residents within such properties and for these purposes the Association shall have the following powers:

- (a) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration and as the same may be

amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

(b) To fix, levy and collect (enforcing payment by any lawful means) all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including for example, but not by way of limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To purchase, receive, lease 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;

(d) To borrow money, and with the assent of two-thirds (2/3) of each class of members to mortgage or pledge any or all of its real or personal property as security for money borrowed or debts incurred;

(e) To engage the services of agents, independent contractors or employees to manage, operate or perform all or any part of the affairs and business of the Association; and

(f) To do and perform any and all lawful things and acts which in its discretion are necessary or desirable in carrying out any or all of the purposes for which the Association is formed, and pay the costs and/or expenses in connection therewith.

Further, the Association shall have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 of the Florida Statutes may now or hereafter have or exercise.

The Association shall operate, maintain and manage the Surface Water or Storm Water Management System(s) in a manner consistent with Suwannee River Water Management District (the "District") permit No. ERP06-0076 and applicable District rules, and shall assist in the enforcement of the terms of the Declaration which relate to the Surface Water or Storm Water Management System(s). The Association shall levy and collect adequate assessments against the members of the Association for the costs of maintenance and operation of the Surface Water or Storm Water Management System(s).

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner ("Owner") of a fee or undivided fee interest in any Road Lot (as that term is defined in the Declaration) which is subject by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and

may not be separated from ownership of any Road Lot which is subject to assessment by the Association. Ownership of such Road Lot shall be the sole qualification of membership. Owners of other Lots, as that terms is defined in the Declaration, may, but are not required to, join the Association.

The Bylaws of the Association may provide for suspension of membership rights for failure to pay assessments and for violation of the Rules and Regulations established by the Board of Directors.

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ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

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

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Class B. The Class B member shall be the Declarant. The Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and convert to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) Ninety (90) days after Ninety Percent (90%) of the Lots have been conveyed to Members other than the Declarant; or
- (b) After the Declarant elects to relinquish its control; or
- (c) 5 years after the conveyance of the first Lot by Declarant.

ARTICLE VII

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AGENT AND OFFICES

The registered office of the Association shall be:

7208 Sand Lake Road
Suite 304
Orlando FL 32819

The registered agent of the Association shall be: **Barbara Nolan.**

The principal office of the Association is located at:

7208 Sand Lake Road
Suite 304
Orlando FL 32819

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ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of not less than three (3) directors, who need not be members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association but shall always consist of an odd number. The names and addresses of the persons who are to serve until the election of their successors are:

Directors

Address

Barbara Nolan
Jeffrey Switzer

7208 Sand Lake Road, Suite 304
Orlando FL 32819
7208 Sand Lake Road, Suite 304
Orlando FL 32819

Lisa Lind

7208 Sand Lake Road, Suite 304
Orlando FL 32819

At the first annual meeting, the Declarant, as defined in the Declaration, shall appoint one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and, at each annual meeting thereafter, the Class A and Class B members shall elect each succeeding director for a term of three (3) years to fill each expiring term.

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ARTICLE IX
MERGERS AND CONSOLIDATIONS

To the extent permitted by law, the Association may participate in mergers and consolidations with other not-for-profit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of each class of voting membership.

ARTICLE X

AUTHORITY TO MORTGAGE

After same real property has been conveyed to the Association, any mortgage by the Association of the common area defined in said Declaration shall have the assent of two-thirds (2/3) of each class of membership.

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ARTICLE XI

AUTHORITY TO DEDICATE

The Association shall have power to dedicate, sell or transfer all or any part of the common maintenance area (after the rights to same have been conveyed to it) to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer may be effective unless an instrument has been signed by members entitled to cast two-thirds (2/3) of the votes of each class of membership agreeing to such dedication, sale or transfer.

ARTICLE XII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than ninety percent (90%) of each class of membership. Upon dissolution of the Association, the assets both real and personal of the Association, shall be dedicated to an appropriate public agency to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any not-for-profit corporation, association, trust or other organization to be devoted to purposes and uses that would most nearly reflect the purposes and uses to which they were required to be devoted by the Association. This procedure shall be subject to court approval on dissolution pursuant to Florida Statutes §617.05.

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ARTICLE XIII

MEETINGS FOR ACTIONS GOVERNED BY ARTICLES IX THROUGH XII

In order to take actions under Articles IX through XII, there must be a duly held meeting. Written notice, setting forth the purpose of the meeting shall be given to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. The presence of members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth above. No

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such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE XIV

OFFICERS

The officers of the Association shall be a president, vice president, secretary, treasurer and such other officers as the Board may from time to time by resolution create. The officers shall serve at the pleasure of the Board. The Bylaws may provide for the removal from office of officers, for filling vacancies, and for the duties of the officers. The name of the officers who shall serve until their successors are designated by the Board are as follows:

President	Barbara Nolan
Vice President	Jeffrey Switzer
Secretary/Treasurer	Lisa Lind

ARTICLE XV

BYLAWS

The first Bylaws shall be adopted by the Board and may be altered, amended or rescinded by the Declarant (as defined in the Declaration), the directors or members in the manner provided by the Bylaws. Should a conflict exist or arise between any of the provisions of the Articles of Incorporation and the provisions of the Bylaws, the provisions of the Articles of Incorporation shall control.

ARTICLE XVI

AMENDMENTS

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

(a) A resolution setting forth the proposed amendment may be proposed by a majority of the Board or by not less than one-third (1/3) of the membership.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member entitled to vote thereon within the time and in the manner provided in the Bylaws for the giving of notice of a meeting of the members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be

taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of 2/3 of the votes of each class of membership of the Association.

(d) Any number of amendments may be submitted to the members and voted upon by them at any meeting.

(e) Prior to the closing of the sale of all Lots within the Property, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment.

(f) Upon approval of an amendment to these Articles by the members, the articles of amendment shall be executed and delivered to the Department of State as provided by law, and a copy certified by the Department of State shall be recorded in the public records of Levy County, Florida.

ARTICLE XVII

INCORPORATOR

The name and street address of the incorporator is:

**Barbara Nolan
7208 Sand Lake Road, Suite 304
Orlando FL 32819**

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Wherefore, the incorporator and the initial registered agent have executed these Articles this 13 day of April, 2006.

Signed, sealed and delivered
in the presence of:

UNOFFICIAL COPY

[Signature]

Barbara Nolan
Barbara Nolan, Incorporator

Jaianne Sainto

STATE OF FLORIDA

COUNTY OF Orange

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The foregoing instrument was acknowledged before me this 13 day of April, 2006, by Barbara Nolan. Said person (check one) is personally known to me, produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or produced other identification, to wit: _____.



Kristina M. Best
Print Name: Kristina M. Best
Notary Public, State of Florida
Commission No.: DD0343909
My Commission Expires: 8-4-08

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EXHIBIT "B"

BY-LAWS OF

OTTER CREEK COMMUNITY HOMEOWNERS ASSOCIATION, INC.

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Bk# 1012 Pg# 535

BYLAWS

OF

OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC.

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ARTICLE I

NAME AND LOCATION

The name of the corporation is OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The initial registered office of the corporation shall be located at 7208 Sand Lake Road, Suite 304, Orlando, Florida 32819. Meetings of members and directors may be held at such places as may be designated by the Board of Directors.

ARTICLE II

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DEFINITIONS

Section 1. "Association" shall mean and refer to the OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

Section 2. "Common Maintenance Area or Areas" shall mean and refer to all easements which the Association owns, leases, or otherwise retains the right to possess or use for the common use and enjoyment of the Owners.

Section 3. "Declarant" shall mean and refer to FL Land Partners, LLC, a Delaware limited liability company, its successors or assigns.

Section 4. "Declaration" shall mean and refer to the Declaration of Restrictions and Protective Covenants for Otter Creek, and any amendments, annexations and supplements thereto made in accordance with its terms.

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Section 5. "Lot" shall have the meaning set forth in the Declaration.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

Section 7. "Project" shall mean and refer to the real property described in the Declaration and all property duly annexed thereto.

Section 8. "Property" shall mean and refer to the real and personal property subject to the Declaration.

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Road Lot, as that term is defined in the Declaration, which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Road Lot. Ownership of such Lot shall be the sole qualification for membership. Owners of other Lots, as that term is defined in the Declaration, may, but are not required to, join the Association.

Section 2. Suspension of Membership Rights. During any period in which a member shall be in default in the payment of any annual or special assessment levied by the Association, the voting rights may be suspended by the Board of Directors until such assessment has been paid. Such rights of a member may also be suspended after notice and hearing, for a period not to exceed 60 days, for violation of any rules and regulations established by the Board of Directors governing the use of the Common Maintenance Area and facilities, if any.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

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

Section 2. Election. At the first annual meeting, the members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years; and at each annual meeting thereafter the members shall elect the director for a term of three (3) years to fill each expiring term.

Section 3. Removal. 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 successors 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.

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ARTICLE V

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. 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 4. 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 the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may 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 and such appointment shall be announced at each 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 cast at the annual meeting. 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.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) To adopt and publish rules and regulations governing the use of the Property, and to establish penalties for the infraction thereof;

(b) To exercise for the Association all power, 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;

(c) To 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 without just cause having been furnished to and accepted by the Board;

(d) To establish, disburse and maintain such petty cash fund as necessary for efficiently carrying on the business of the Association; and

(e) To engage the services of a manager, an independent contractor, or such employees as it deems necessary, and to prescribe the conditions, compensation and duties of their work. Such power shall include authority to enter into management agreements with other parties to manage, operate or perform all or any part of the affairs and business of the Association.

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

(a) To 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, when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) As more fully provided herein, and in the Declaration.

(1) To fix the amount of the annual assessment against each Road Lot at least thirty (30) days in advance of each annual assessment period, as hereinafter provided in Article XI, and

(2) To send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(d) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of any assessment therein stated to have been paid;

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

(f) To cause all officers, employees or agents, having fiscal responsibility to be bonded, as it may deem appropriate; and

(g) To cause the Common Maintenance Area to be maintained.

ARTICLE VIII

COMMITTEES

The Association may appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE IX

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within thirteen (13) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter provided that the Board of Directors may upon written notice to the members at least ten (10) days prior to the regular annual meeting date schedule the annual meeting date for a date not more than thirty (30) days subsequent to the regular annual meeting date. If the day for the annual meeting of the members is a legal holiday, the meeting will be held 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 or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote one-fourth (1/4) of the votes of the Class A membership.

Section 3. Notice of Meetings. Except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws, 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 ten (10) 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 purpose of notice. Such notice 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 or Voting Representatives (as defined in the Declaration) entitled to cast, one-third (1/3) of the votes of each class of 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 from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid, shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Motions Concerning Water Management System. At any meeting, whether annual or special meeting, of the Members or Directors, at which a Motion is made concerning the Surface Water or Storm Water Management System(s), a Motion may only be voted upon at a meeting at which the Suwannee River Water Management District (the "District") has been given at least ten (10) days written notice and to which the District is invited to attend by its representatives.

ARTICLE X

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a 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 shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

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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, have 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 by giving 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; the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled in the manner prescribed for regular election. The officer elected 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. 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 XI

ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By the Declaration each member is deemed to covenant and agree to pay to the Association: (1) annual assessment charges, including Limited Common Maintenance Area Assessments and (2) special assessment charges. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorney's fees 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 shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Maintenance Area.

Section 3. Basis and Maximum Increase of Annual Assessments of Class A Members.

(a) From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member, the maximum annual assessment for Class A members may be increased each year ten percent (10%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1st of the year immediately following the conveyance of the first Lot to a Class A member the maximum annual assessment for Class A members may be increased above ten percent (10%) by a vote of two-thirds (2/3) of each class of members who are voting in person, by proxy or by Voting Representative at a meeting called for this purpose. Written notice of such meeting shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Assessments to be Levied by Board. After consideration of current maintenance costs and future needs of the Association, the Board of Directors may levy the annual assessments at an amount not in excess of the maximum set forth in Section 3.

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Section 5. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements. In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

(a) Upon sale of the first Lot by the Declarant to a Class A Member, a special assessment equal to three (3) months' estimated regular assessment may be assessed which shall be due and payable upon conveyance of the Lot to a Class A Member. The aggregate fund established by such special assessment shall be maintained in a segregated account, and shall be available for all necessary expenditures of the Association.

(b) 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 nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not co-mingle the proceeds of such special assessments with the maintenance fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.

Section 6. Uniform Rate. Except for Lots owned by the Declarant as set forth in the Declaration, both annual and special assessments must be fixed at a uniform rate for all single family Lots and may be collected on a monthly, quarterly or annual basis.

Section 7. Quorum for any Action Authorized under Sections 3 and 5. At any meeting called as provided in Sections 3 and 5 hereof, the presence at the meeting of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 3 and 5. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence as to all Lots of the first day of the month following the conveyance of the first Lot to a Class A member. 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 thirty (30) days in advance of each annual assessment period; provided, however, that the Board of Directors shall have the right to adjust the annual assessment as long as any such adjustment does not exceed the maximum permitted hereunder with thirty (30) days written notice given to each Owner. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments and the assessment shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum, and the Association may bring an action at law or in equity against the Owner 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 to the amount of such assessment. The Association or its agents shall have the right and power to bring all actions against such Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in like manner as a mortgage or deed of trust lien on real property, and the Association shall have a power of sale in connection with said lien. The lien provided for in this section shall be in favor of the Association and shall be for the benefit of all other Owners. The Association acting on behalf of the Owners shall have the power to bid on an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same; and to subrogate so much of its right to such liens as may be necessary or expedient to an insurance company continuing to give total coverage notwithstanding non-payment of such defaulting Owner's portion of the premium. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Area or abandonment of his property.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages granted or created by the Owner of any property to secure the payment of monies advanced and used for the purpose of purchasing and/or improving such property. Sale or transfer of any property shall not affect the assessment lien. However, the sale or transfer of any property which is subject to any mortgage, pursuant to a foreclosure under such purchase-money or improvement mortgages or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such property from liability or any assessments thereafter becoming due or from the lien thereof.

Section 11. No Reimbursement to Declarant. The proceeds of the regular annual assessments shall not be used to reimburse Declarant for any capital expenditures incurred in construction or other improvements of common facilities, if any, nor for the operation or maintenance of such facilities incurred prior to conveyance unencumbered to the Association.

ARTICLE XII

BOOKS AND RECORDS

The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any members at the principal office of the Association, where copies may be purchased at reasonable cost. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any representative of the District.

ARTICLE XIII

CORPORATE SEAL

The Association shall have seal in circular form having within its circumference the words: "OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC., corporation not-for-profit."

ARTICLE XIV

FISCAL YEAR

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

ARTICLE XV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

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.

Section 3. Amendments to the Bylaws which directly or indirectly impact operation and maintenance of the Surface Water Management System, including, but without limitation, all lakes, ditches, canals, retention or detention areas, drainage, other Surface Water

Management works, and preservation or conservation areas, wetlands and wetland mitigation areas which are owned by the Association or the owners in common, may be made only after approval by the District. Such approval shall be in the form of a modification to any and all permits issued by the District under the lawfully-adopted rules of the District in effect at the time of application for such modification. Amendments to the Bylaws which do not impact operation or maintenance of the system may be made without authorization of the District; however, copies of any and all such amendments shall be forwarded to the District within thirty (30) days of approval.

UNOFFICIAL COPY

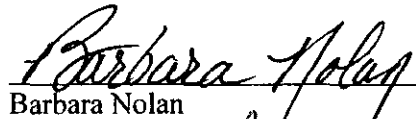
ARTICLE XVI

GENDER AND GRAMMAR

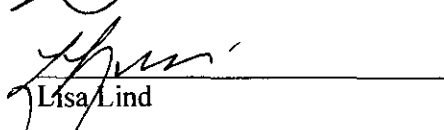
The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provision hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, we being all the Directors of the OTTER CREEK PROPERTY OWNERS ASSOCIATION, INC., have hereunto set our hands this 18th day of April, 2006.

UNOFFICIAL COPY


Barbara Nolan


Jeffrey Switzer


Lisa Lind

UNOFFICIAL COPY

EXHIBIT "C"

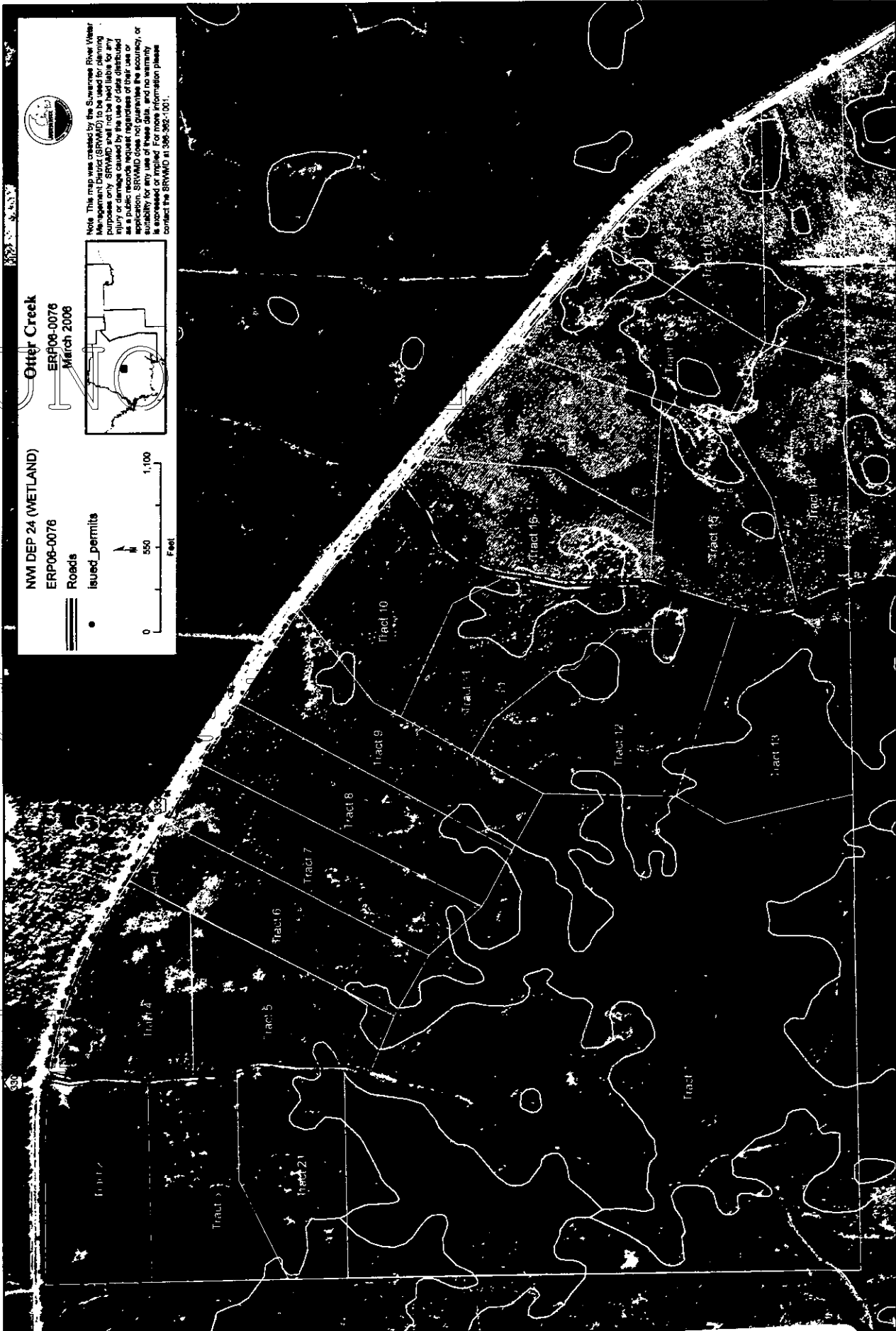
WETLANDS DELINEATION MAP

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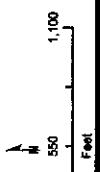


NW 1/4 DEP 24 (WETLAND)

ERP06-0076

Roads

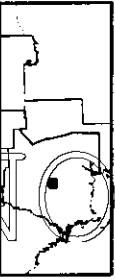
Issued permits



Offter Creek

ERP06-0076

March 2006



Note: This map was created by the Sacramento River Water Management District (SRWMD) for use in the SRWMD's permit application process only. SRWMD shall not be held liable for any injury or damage caused by the use of data distributed as a public record, request regardless of their use or application. SRWMD does not guarantee the accuracy, or suitability for any use of the data, and no warranty is made by SRWMD. For more information, please contact the SRWMD at 530-362-1001.

EXHIBIT "D"

ENVIRONMENTAL RESOURCE PERMIT

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