



INSTR # 2022096213
BK 12201 Pgs 826-880 PG(s)55
RECORDED 04/08/2022 09:48:36 AM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
RECORDING FEES \$469.00
RECORDED BY terrdavi

Prepared by and return to:
David G. Fisher, Esquire
Peterson & Myers, P.A.
242 West Central Avenue
Winter Haven, FL 33880

**DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
ORLEANS SUBDIVISION**

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
ARTICLE II USE RESTRICTIONS	4
2.1 <u>Use Restrictions:</u>	4
2.2 <u>Variances:</u>	8
ARTICLE III EASEMENTS	8
3.1 <u>Owner's Easement of Ingress and Egress over Roads:</u>	8
3.2 <u>Drainage Easements:</u>	8
3.3 <u>Utility Easements:</u>	9
3.4 <u>Non-Exclusive Easements:</u>	9
3.5 <u>Benefit of Easements:</u>	9
3.6 <u>Construction, Maintenance, and Repair of Easements:</u>	9
3.7 <u>Owner's Duty to Mow Easement Areas and Portion of Road Right of Way:</u>	9
3.8 <u>Right to Obstruct Easements:</u>	9
3.9 <u>Existing Easements:</u>	10
ARTICLE IV THE ASSOCIATION	10
4.1 <u>Purpose:</u>	10
4.2 <u>Membership in Association:</u>	10
4.3 <u>Voting Rights:</u>	10
4.4 <u>Assessments:</u>	10
4.5 <u>Surface Water Management System Facilities:</u>	10
ARTICLE V BUDGET AND ASSESSMENTS	11
5.1 <u>Adoption of Annual Budget By Board:</u>	11
5.2 <u>Meeting to Consider Budget/Notice:</u>	11
5.3 <u>Alternative - Adoption of Budget by Members:</u>	11
5.4 <u>Failure To Adopt Budget:</u>	11
5.5 <u>Excess Income:</u>	11
5.6 <u>Amended Budget:</u>	11
5.7 <u>Calculation and Payment of Annual and Special Assessments:</u>	11
5.8 <u>Individual Assessments:</u>	12
5.9 <u>Wetlands Mitigation Assessment:</u>	12
5.10 <u>Excessive Annual Assessments - Meeting to Consider Substitute Budget:</u>	12
5.11 <u>Payment of Assessments by Developer Prior To Turnover Meeting:</u>	13

ARTICLE VI	LIABILITIES, LIENS, INTEREST AND COLLECTION OF ASSESSMENTS	13
6.1	<u>Liability for Assessments:</u>	13
6.2	<u>Interest; Late Fees; Application of Payments:</u>	13
6.3	<u>Creation of Lien, Priority, and Claim of Lien:</u>	13
6.4	<u>Personal Obligation:</u>	14
6.5	<u>Accelerated Assessments:</u>	14
6.6	<u>Action To Foreclose Lien or Obtain Money Judgment:</u>	14
6.7	<u>Purchase of Parcel At Foreclosure Sale:</u>	14
6.8	<u>Unpaid Assessments Are Operating Expenses:</u>	14
6.9	<u>Right To Suspend Voting Rights if Assessments are Delinquent:</u>	14
6.10	<u>Certificate of Unpaid Assessments:</u>	14
6.11	<u>Notice of Claim of Lien and Foreclosure Procedure:</u>	14
ARTICLE VII	FINES; SUSPENSION OF RIGHT TO USE COMMON AREAS	15
7.1	<u>Right to Impose Fines:</u>	15
7.2	<u>Maximum Amount of Fines:</u>	15
7.3	<u>Suspension of Right to Use Common Areas:</u>	15
7.4	<u>Notice and Hearing re Fines or Suspension:</u>	15
ARTICLE VIII	DESIGN REVIEW COMMITTEE	15
8.1	<u>Design Review Committee:</u>	15
ARTICLE IX	ENFORCEMENT	16
9.1	<u>Enforcement by Association:</u>	16
9.2	<u>Enforcement By An Owner:</u>	16
9.3	<u>Attorney's Fees and Costs:</u>	16
9.4	<u>Waiver:</u>	16
ARTICLE X	AMENDMENTS	16
10.1	<u>Amendments to Subdivision Documents:</u>	17
10.2	<u>Recording of Amendment:</u>	17
10.3	<u>Nonmaterial Errors and Omissions:</u>	17
10.4	<u>Amendments to Articles of Incorporation or Bylaws:</u>	17
ARTICLE XI	GENERAL PROVISIONS	17
11.1	<u>Duration:</u>	17
11.2	<u>Notices:</u>	18
11.3	<u>Severability:</u>	18
11.4	<u>Conflict:</u>	18
11.5	<u>Terms:</u>	18
11.6	<u>Governing Law; Venue:</u>	18
11.7	<u>Incorporation of Subdivision Documents:</u>	18
11.8	<u>Condemnation:</u>	18
11.9	<u>Interpretation by Board:</u>	18
11.10	<u>Interest Rate:</u>	18
11.11	<u>Acceptance:</u>	18

**DECLARATION
OF
COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
ORLEANS SUBDIVISION**

This Declaration of Covenants, Restrictions and Easements for Orleans Subdivision (the "Declaration") is made this February 23, 2022, by and between **JDT of Central Florida, LLC**, a Florida limited liability company (the "Developer"), and **Orleans Homeowners' Association, Inc.**, a Florida corporation not for profit (the "Association"), with reference to the following:

RECITALS

A. Developer is the fee simple owner of certain real property located in Polk County, Florida, more particularly described on Exhibit "A" attached hereto (the "Property"). Developer intends to create a community to be known as Orleans Subdivision (the "Community") upon all or portions of the Property. Of necessity, Orleans Subdivision may expand as the development of the Property proceeds.

B. Developer desires to provide a uniform plan for the development, expansion, and continued operation of the Community and for the preservation of the values, amenities, and aesthetic standards applicable to the Community, including the maintenance of certain common properties which shall be developed for the common use and enjoyment of the Owners within the Community; and, to that end, Developer intends to subject the Community to the provisions of this Declaration.

C. Developer has deemed it desirable to create an entity to which Developer may delegate and assign the powers and duties of overall supervision and control of the Community, of owning, operating, maintaining, repairing, and administering the Common Areas, Common Facilities, and Association Property; and the facilities and improvements constructed or located thereon; of administering and enforcing the covenants and restrictions contained herein; and of collecting and disbursing the Assessments and charges described herein. For these purposes and other purposes, Developer has caused the Association to be formed. The Association has agreed to join in this Declaration to signify its acceptance of the powers, rights, obligations, and duties provided herein.

Now, therefore, Developer hereby declares that all of the Property, and all other portions of adjacent real property which may in the future be subjected to this Declaration from time to time, all in accordance with the provisions contained herein, shall be owned, held, transferred, sold, conveyed, leased, mortgaged, occupied, used, and otherwise dealt with subject to the easements, covenants, restrictions, reservations, charges, liens, and other provisions hereinafter set forth, each and all of which is and shall: (a) run with the land within the Community; (b) be binding on all persons and entities having or acquiring any right, title or interest in the Community or any part thereof, and their heirs, successors, and assigns; and (c) inure to the benefit and limitation of all present and future owners, tenants, and residents of the Community, except as provided below.

**ARTICLE I
DEFINITIONS**

The abbreviations and definitions set forth in the Preamble and Recitals of this Declaration shall be used for purposes of this instrument, and the exhibits attached hereto, together with the following definitions and abbreviations:

1.1 **"Annual Assessment"** means each Parcel's share of the funds required for the payment of Operating Expenses which from time to time shall be assessed against the Owner of the Parcel, based on the then current annual Budget for the Association, as more fully described and set forth below.

1.2 **"Articles of Incorporation"** means the Articles of Incorporation of the Association, as amended from time to time. A copy of the Articles of Incorporation is attached hereto as **Exhibit "B"**.

1.3 **"Assessment"** means Annual Assessments, Special Assessments, Individual Assessments, and all other charges which are levied against a Parcel by the Association pursuant to this Declaration or any other Subdivision Document.

1.4 **"Association"** means **Orleans Homeowners' Association, Inc., a Florida corporation not for profit**, which corporation shall be responsible for the maintenance and operation of the Common Facilities, other Common Areas, and Association Property; and its successors or assigns.

1.5 **"Association Property"** means all real and personal property owned or leased by the Association or dedicated for use or maintenance by the Association or its Members, including, regardless of whether title has been conveyed to the Association, the following: (a) real property the use of which is dedicated to the Association or its Members by a recorded plat; and (b) real property committed by this Declaration to be leased or conveyed to the Association.

1.6 **"Board" or "Board of Directors"** means the board of directors of the Association, which is vested with the management of the affairs of the Association.

1.7 **"Budget"** means a detailed estimate of the projected Operating Expenses of the Association for a fiscal year, or other period.

1.8 **"Bylaws"** means the Bylaws of the Association, as amended from time to time. A copy of the current Bylaws is attached hereto as **Exhibit "C"**.

1.9 **"Community"** mean and refers to the Property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subjected to this Declaration.

1.10 **"Common Areas"** means all real property within the Community, less and except all Parcels therein. The Common Areas include without limitation the Common Facilities, and Tract A, Tract B, and the property labeled "Landscape" as shown on the Plat. The Common Areas do not include Tract C and Tract D on the Plat.

1.11 **"Common Facilities"** means the entrance sign, landscaping, irrigation, sidewalks within the Common Areas, mailboxes, fences along the boundaries of the Property, and other common facilities maintained by the Association and located within the Common Areas.

1.12 **"Declaration"** means this Declaration of Covenants, Restrictions, and Easements for Orleans Subdivision, as it may from time to time be amended.

1.13 **"Director"** means a member of the Board of Directors of the Association.

1.14 **"Individual Assessment"** means any financial charge levied by the Board against a specific Parcel pursuant to the terms of this Declaration including, without limitation, the authority of the Board to enforce the provisions of this Declaration by imposing late charges and interest, and any provision permitting the Association to collect attorneys' fees and costs.

1.15 **"Member"** means a member of the Association and may be used synonymously with "Owner".

1.16 **"Operate"** (and all forms of such word) means and includes, as appropriate, to administer, manage, regulate, direct, coordinate, improve, repair, construct, maintain, insure, replace, and develop.

1.17 **"Operating Expenses"** means all expenses properly incurred by the Association in the performance of its rights and duties. Operating Expenses include, without limitation: (a) the expenses to

maintain, repair, replace, improve, or protect the Common Areas (including the entrance sign and other Common Facilities thereon) and other Association Property, the Surface Water Management System Facilities and the other portions, if any, of the Community required to be maintained by the Association; (b) the Association's management, operation and administration expenses; (c) the cost to obtain and maintain casualty insurance on the improvements owned by the Association, liability insurance for the Association, liability insurance for Directors and officers of the Association, and other insurance as deemed advisable by the Board; (d) the funding of reserves for capital expenditures and deferred maintenance as deemed advisable by the Board; (e) the costs of providing a security gate and other security services, as determined from time to time by the Board; (f) the costs of providing a master antenna television system, satellite system, or duly franchised cable television service obtained under a bulk service contract, as determined from time to time by the Board; (g) the costs of maintaining landscaping within the Common Areas; and (h) the costs of carrying out such other obligations and exercising such other rights as required or permitted by any Subdivision Document.

1.18 **"Owner"** means a person or entity who has an Ownership Interest in a Parcel. "Owner" shall be synonymous with "Member".

1.19 **"Ownership Interest"** means a vested, present possessory interest in a Parcel, which is either a life estate interest or a fee interest and which is evidenced by a written instrument recorded in the public records of Polk County, Florida.

1.20 **"Parcel"** means a lot intended for residential use and shown on the Plat; said lots are designated as Lots 1 through 42, inclusive, on said plat.

1.21 **"Plat"** means the plat for Orleans Subdivision, as recorded in Plat Book 191, Pages 36 and 37, public records of Polk County, Florida.

1.22 **"Special Assessment"** means each Parcel's share of the funds required for the payment of Operating Expenses, which from time to time may be assessed against the Owners in addition to the Annual Assessment.

1.23 **"Subdivision Documents"** means the Declaration, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and the Articles of Incorporation and Bylaws of the Association, and any duly adopted amendments thereto.

1.24 **"Surface Water Management System Facilities"** means the system within the Community which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, and which incorporates methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40D-4, 40D-40, or 40D-42, F.A.C, including but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

1.25 **"Total Voting Interests"** means the total number of votes available and appurtenant to all of the Parcels then within the Community.

1.26 **"Voting Interest"** means the vote or votes available and appurtenant to each Parcel, which the Owners of such Parcel are entitled to cast on a matter in which the Owners/Members are given a vote.

1.27 **"Voting Representative"** means the individual entitled to receive notices from the Association and to cast the vote or votes for a Parcel at a membership meeting of the Association or otherwise, as set forth in the Bylaws. Any notice to be sent to an Owner under this Declaration may, at the Association's option, be sent instead to the Owner's Voting Representative.

ARTICLE II USE RESTRICTIONS

2.1 **Use Restrictions:** The use of any portion of the Community, shall be subject to and in accordance with the following restrictions. Every Owner, tenant, occupant, guest, and invitee shall be subject to these restrictions.

- (a) **Residential.** A Parcel shall be used only for single family residential purposes.
- (b) **Minimum Square Footage.** A dwelling erected on a Parcel within the Community shall have at least 1,500 square feet of living area, not including open porches.
- (c) **Auxiliary Buildings.** Carports, attached and detached garages, and auxiliary buildings are not permitted.
- (d) **Setbacks.** No dwelling shall be erected within 15 feet from any Parcel boundary line lying along a road. No dwelling shall be erected within 7 feet from any side Parcel boundary line or within 10 feet from any rear Parcel boundary line. No accessory structure shall be erected within 5 feet from any side Parcel boundary line or within 5 feet from any rear Parcel boundary line. No improvement may be made withing 20 feet of the canal sea wall for Parcels 17-27.
- (e) **Temporary Structures.** No structure of a temporary character, trailer, tent, shack, garage, barn or other out building, shall be used on any Parcel at any time as a residence, either temporarily or permanently.
- (f) **Nuisances.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Community is permitted. No firearms shall be discharged within the Community. Nothing shall be done or kept within the Common Areas, or any other portion of the Community, including a home or parcel which will increase the rate of insurance to be paid by the Association.
- (g) **Animals.** No animals of any kind shall be raised, bred or kept within the Community for commercial purposes; provided, however, owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Pets permitted in accordance with this provision may be kept or harbored in a home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a home is a nuisance shall be conclusive and binding on all parties. No pet shall be permitted outside a home unless such pet is kept on a leash or within an enclosed portion of the yard of a Parcel. No pet or animal shall be "tied up" on the exterior of the home or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Parcel. When notice of removal of any pet is given by the Board, the pest shall be removed within forty-eight (48) hours of the giving of such notice. The person walking the pet or the Owner shall clean up matter created by the pet. Each Owner shall be responsible for the activities of its pet. No more than three (3) domestic pets shall be kept on any Parcel.
- (h) **Signs and Flags.** No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Community, including without limitation, any home, Parcel or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 1/2') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Parcel boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 1/2') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United

States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration. Declarant and builders are exempt from this section; provided, further, the Declarant specifically reserves the right, license, privilege and easement for itself and for builders, and their agents, employees, nominees and assigns, to construct, place and maintain upon any property within the Community such signs as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Parcels and homes in the Community. The prohibitions on signs displayed on or within vehicles contained above in this section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services. In addition, flags displaying the logo of a sports team and holiday flags shall be permitted to be displayed from any home.

(i) Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Community without prior written consent of the Design Review Committee, except that movable basketball goals shall be permitted to be located on a driveway of a home. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the Design Review Committee. Such approved equipment shall be located at the rear of the Parcels or on the inside portion of corner Parcels within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Parcel. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

(j) Window Treatments. Within thirty (30) days of the conveyance of title of a home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any home. No awnings, canopies or shutters shall be affixed to the exterior of a home without the prior written approval of the Design Review Committee. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Design Review Committee. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering.

(k) No Dumping. No Parcel shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other wastes. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(l) Landscape. Each Parcel and dwelling located thereon shall be kept in a neat and attractive manner and state of repair. All trees, lawns, shrubs, plants, and flowers shall be kept in a neat, attractive, cultivated and orderly manner. Each Parcel shall have a fully sodded lawn unless an alternate plan has been approved by the Board of Directors or Design Review Committee.

(m) Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the Design Review Committee and if approved by the Design Review Committee shall be constructed of vinyl and shall not exceed six (6) feet in height. No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community standards. In the event a fence is installed within a drainage easement area, with prior written Design Review Committee approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. In addition to Design Review Committee approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the public records by the Association in its sole and absolute discretion. All screening and screened enclosures shall have the prior written approval of the Design Review Committee and shall be in compliance with the Community standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the Design Review Committee and all decks shall have the prior written approval of the

Design Review Committee.

(n) Home Builders. The Developer intends to sell all the Parcels to NVR, INC., a Virginia corporation d/b/a Ryan Homes ("Ryan Homes"). The Developer or Ryan Homes intends to construct all the structures on the Parcels. Prior to commencement of any construction or remodeling upon any Parcel by anyone other than Developer or Ryan Homes, the Owner shall submit in writing to the Board of Directors of the Association the name of the contractor/builder whom the Owner intends to hire to build any structure upon the Owner's Parcel. The Board shall approve or disapprove the selection of said contractor/builder in writing within five (5) days of receiving written notice thereof. Said determination may be made in the sole and absolute discretion of the Board and may be limited to a single approved contractor/builder. Notwithstanding the foregoing, in the event Developer does not sell all the Parcels to Ryan Homes, the Developer may sell the remaining Parcels to other entities or builders who shall also not be subject to the approval requirements set forth in the paragraph.

(o) Parking. Owners' automobiles shall only be parked in the garage or driveway of the respective Owner's Parcel and shall not block the sidewalk. No vehicles of any nature shall be parked on any street within the Community or on any other areas within the Community, except on designated paved parking areas. Vehicles shall not park on the sidewalks or other paved surfaces comprising the Common Areas, except in designated parking areas, if any. To the extent the Community has any guest parking, Owners and lessees and their immediate family members are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Community except during the period of a delivery of goods or services. Any violations of this section shall be subject to fines as provided hereunder, in addition to any other penalties imposed by applicable governmental authority. ROADWAYS WITHIN THE COMMUNITY SHALL BE PUBLIC ROADWAYS AND SHALL NOT BE MAINTAINED OR REGULATED BY THE ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR HOME ACKNOWLEDGES AND AGREES THE ASSOCIATION HAS NO CONTROL WITH REGARD TO ACCESS, PARKING AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC.

(p) Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on the Community for more than twelve (12) hours, except in the garage of a home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Community, except in the garage of a home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

(q) Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, water craft, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within the Community except in the garage of a home. The term "Commercial Vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or other such equipment attached to such vehicles shall be considered "Commercial Vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Community. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a "Commercial Vehicle" and may be parked in the garage or driveway of the Parcel. No vehicle shall be used as a domicile or residence either temporarily or permanently. No ATV or mini motorcycle may be parked or stored within the Community, including on any Parcel, except in the garage of a home. The operation of a noisy automobile, truck, or motorcycle shall be prohibited within the Community. No dirt bike, motor bike, ATV, or similar type of vehicle shall be driven within the Community. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, builders, or their subcontractors, suppliers, consultants or agents.

(r) Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Parcel so as to be visible from outside the home or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage can.

(s) Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a home shall be of a type as approved in writing by the Design Review Committee and shall match the color or trim of the home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the Design Review Committee shall not be deemed an endorsement of the effectiveness of hurricane shutters.

(t) Laundry. Subject to the provisions of applicable Florida law, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the home or Lot. Clotheslines may be installed in the rear of a Parcel so long as not visible from the front of the Parcel; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

(u) Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a home. Individual rooms of a home may not be leased on any basis. No transient tenants may be accommodated in a home. All leases or occupancy agreements of homes (collectively, "Lease Agreements") shall be in writing. A copy of all Lease Agreements shall be provided to the Association no later than one week prior to the commencement of the term thereof. No Lease Agreement may be for a term of less than one (1) year, and no home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. All Lease Agreements shall include an acknowledgment by the tenant that the tenant and all occupants of the leased home are bound by and obligated to comply with the Subdivision Documents and that the tenant has received a copy of the Subdivision Documents. The Association may require that the Lease Agreement contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of the Subdivision Documents to the tenant prior to execution of the Lease Agreement and shall monitor enforcement and compliance with the Subdivision Documents by the tenant. By acceptance of a deed to a home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to the Subdivision Documents. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same (including, without limitation, attorneys' fees, paraprofessional fees and court costs) shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the home to be used solely as a private single-family residence. Each leased home shall be occupied by tenants, members of the tenant's family, overnight guests and professional care givers as a residence and for no other purpose. During such time as a home is leased, the Owner of such home shall not enjoy the use privileges of the Common Areas appurtenant to such home.

(v) Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the Design Review Committee as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Parcel shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the Design Review Committee; (iii) pool enclosures must be of a design, color and material approved by the Design Review Committee and shall be no higher than twelve feet (12') unless otherwise approved by the Design Review Committee; and (iv) pool enclosures shall in no event be higher than the roof line of the home. Pool enclosures shall not extend beyond the sides of the home without express approval by the Design Review Committee. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant or a builder,

no diving boards, slides, or platforms shall be permitted without Design Review Committee approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within the Community or adjoining properties.

(w) **Satellite Dishes and Antennae.** No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any home or Parcels without the prior written approval thereof having been obtained from the Design Review Committee as required by this Declaration. The Design Review Committee may require, among other things, that all such improvements be screened so that they are not visible from adjacent homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the Design Review Committee in order to address the safety and welfare of the residents of the Community. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

2.2 **Variances:** The restrictions must be uniformly applied and enforced by the Board. However, the Board may, under special circumstances, waive or vary the restrictions in individual cases and may impose conditions on any such waiver or variance.

ARTICLE III EASEMENTS

3.1 Owner's Easement of Ingress and Egress over Roads:

(a) Subject to the provisions of this Declaration, including without limitation subsection (b) below, each Owner is granted a permanent and perpetual easement of ingress and egress for vehicular and pedestrian traffic over and across the roads shown on the plats for the Community, for the purpose of access to the Owner's Parcel, which easement shall be appurtenant to and shall pass with the title to each Parcel. Such rights of ingress and egress shall not be subject to suspension or denial through the exercise of any power granted or reserved in subsection (b) below.

(b) The rights and easements granted to the Owners to use the roads within the Community are subject to the following rights, which are hereby granted to the Association:

(i) The right of the Association, in accordance with the Subdivision Documents, to make Assessments for maintaining and improving the Common Areas, among other purposes; and

(ii) The right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, utility, or private concern for such purposes and subject to such conditions as may be determined by the Board, without the consent of any Owner; and

(iii) The right of the Association, without the consent of any Owner, to assign easements reserved herein, and to dedicate easements and road rights-of-way within the Community; and

(vi) The right of the Association to place reasonable restrictions upon the use of the roads within the Community including, but not limited to, speed limits. The fact that any restriction is more restrictive than the laws of any state or local government having jurisdiction over the Community shall not make such restriction unreasonable.

3.2 Drainage Easements:

(a) The Association is hereby granted drainage easements over, under, across, and through all of the drainage easement areas ("Drainage Easement Areas") shown on the plat for the Community, for the installation, construction, maintenance, repair, replacement, alteration, and operation of drainage systems (including the installation of drainage pipes and ditches) as may be necessary or desirable

for servicing the Community and all improvements and facilities located thereon.

(b) The Association may, but shall not be required to, within any Drainage Easement Area, cut drain ways for surface water and cut any trees, bushes or shrubbery, make any gradings of the soil, or take any other action wherever and whenever such action may appear to the Association to be reasonably necessary to drain the land within the Community. Existing drainage and drainage channels shall not be altered by any Owner so as to obstruct or divert the flow of water. The Association shall have the sole control over elevations and slopes within the Drainage Easement Areas, and no Owner may alter any such elevations without the prior written consent of the Association.

(c) No Owner shall place any structure, planting or other material within any Drainage Easement Area that could obstruct, retard, or change the direction of, the flow of water in the Drainage Easement Area.

3.3 **Utility Easements:** The Association is hereby granted the right, without the consent of any Owner, to grant, expand, or relocate utility easements over any portion of the Common Areas for the installation, construction, maintenance, repair, replacement, alteration, and operation of utility services (including without limitation, water, sewer, electric, telephone, gas, and cable television services, both publicly and privately operated), together with all machinery and apparatus appurtenant thereto, as may be necessary or desirable for servicing the Community and all improvements and facilities located thereon. All such easements shall be of the size, width, and location within the Common Areas as the Board shall deem necessary or advisable to accomplish the purpose of such easement.

3.4 **Non-Exclusive Easements:** Except as otherwise specifically provided herein, each easement created hereunder shall be, without the necessity of restating such herein, nonexclusive and perpetual for the limited purposes set forth herein and subject to all of the terms and conditions of this Declaration. The Association shall have the right to grant any other easement over the same area so long as it does not unreasonably interfere with the easement first granted and so long as the Association owns or operates the land subject to such easement.

3.5 **Benefit of Easements:** Each easement granted by this Declaration to any person or entity shall be deemed to likewise include, as appropriate, without the necessity of restating such herein, the family members, guests, lessees, tenants, invitees, agents, servants, and employees of such person or entity. Each easement granted by this Declaration to an Owner shall be appurtenant to the Owner's Parcel rather than any specific individual and shall run with the Parcel; the Owner may use and enjoy such easement only for so long as the Owner has an Ownership Interest in a Parcel.

3.6 **Construction, Maintenance, and Repair of Easements:** Except as otherwise provided in this Declaration, the Association hereby assumes and agrees to make all repairs, perform all maintenance and, as applicable, to construct and replace the facilities constructed or to be constructed within an easement area lying within the Common Areas, and also assumes and agrees to perform such other responsibilities and duties of the Association set forth in this Declaration. The Association shall assess the Owners, as necessary, to provide the Association with sufficient funds to enable the Association to fully comply with its obligations assumed hereunder.

3.7 **Owner's Duty to Mow Easement Areas and Portion of Road Right of Way:** Each Owner shall be responsible for mowing all easement areas within such Owner's Parcel and that portion, if any, of the road right of way located between such Owner's Parcel and the pavement line.

3.8 **Right to Obstruct Easements:** The Association shall have the right to obstruct any easement for a reasonable period of time incident to any construction, improvement, repair, or maintenance performed by the Association, provided that the Association shall, in such event, use reasonable efforts to minimize the inconvenience or disruption of use of such easement by others entitled to use such easement. Except as provided in the foregoing sentence, in no event shall the persons or entities in whose favor easements have been or shall be created under this Declaration permit the obstruction of any easement or permit the use of any easement for other than its intended purpose.

3.9 **Existing Easements:** Tract "C" on the Plat is subject to that certain Access and Parking Easement dated July 31, 2019, recorded in O.R. Book 1051, Page 2245, public records of Polk County, Florida (the "Access and Parking Easement"). Tract "D" on the Plat is subject to that certain Access Easement dated July 31, 2019, recorded in O.R. Book 1051, Page 2237, public records of Polk County, Florida (the "Access Easement"). The Association hereby assumes and agrees to the construction and maintenance obligations of the Grantor set forth in the Access and Parking Easement and the Access Easement. The Association shall assess the Owners, as necessary, to provide the Association with sufficient funds to enable the Association to fully comply with its obligations assumed hereunder.

ARTICLE IV THE ASSOCIATION

4.1 **Purpose:** The Association was formed and organized to operate the Community and to function as the instrumentality of Owners within the Community, as set forth in the Articles of Incorporation.

4.2 **Membership in Association:** Each Parcel within the Community shall have appurtenant thereto one membership in the Association, which membership shall be held collectively by the Owners of such Parcel. Each Owner shall be required to be a Member of the Association; no other person or entity shall be a Member except the Developer. Each Owner concurrently accepts membership in the Association, acknowledges the authority of the Association as set forth herein, and agrees to abide by and be bound by the provisions of each of the Subdivision Documents. The qualifications of a person as a Member of the Association, the manner of admission of such person as a Member of the Association, the rights and obligations of such membership, and the termination of such membership, are more fully set forth in the Articles of Incorporation and Bylaws.

4.3 **Voting Rights:** The voting rights of the Members of the Association are set forth in the Articles of Incorporation and Bylaws.

4.4 **Assessments:** Each Owner shall be assessed for a share of the Operating Expenses as more fully described below.

4.5 **Surface Water Management System Facilities:**

(a) The Association shall have the right and obligation to operate and maintain the Surface Water Management System Facilities, subject to the rules and regulations of the Southwest Florida Water Management District (SWFWMD). Operation and maintenance of the Surface Water Management System Facilities and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit applicable to the Community.

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

(c) The costs for the operation, maintenance and replacement of the Surface Water Management System Facilities shall be a part of the Operating Expenses and shall be assessed to the Owners and collected by the Association as provided below.

(d) SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association or applicable Owner to compel the Association or such

Owner to correct any outstanding problems with the Surface Water Management System Facilities.

(e) Any amendment of this Declaration affecting the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities must have the prior written approval of SWFWMD.

(f) If the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility pursuant to Subsection 12.3.4(c)6 of the Environmental Resource Permit Applicant's Handbook Volume I (AHVI) in accordance with Rule 62-330.301(1)(j), F.A.C.

ARTICLE V

BUDGET AND ASSESSMENTS

5.1 **Adoption of Annual Budget By Board:** Each year, the Board of Directors shall adopt an annual Budget of the projected Operating Expenses of the Association for the next fiscal year. The Budget shall be adopted at least **forty-five (45)** days prior to the end of the current fiscal year. The Budget shall be detailed and shall reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current fiscal year. In addition to the annual Operating Expenses, the Budget may include the funding of reserve accounts for capital expenditures and deferred maintenance as deemed advisable by the Board.

5.2 **Meeting to Consider Budget/Notice:** The Budget shall be considered and adopted at a regular or special meeting of the Board held before the commencement of the fiscal year for which the Budget applies. If a proposed Budget for the Association will be considered for adoption by the Board at a meeting, at least **14 days** before such meeting, the Association shall give each Director and each Member a written notice of the date, time and place of such meeting and a copy of the proposed Budget or a written notice that a copy of the proposed Budget is available upon request at no charge. The meeting shall be open to all Members.

5.3 **Alternative - Adoption of Budget by Members:** At the Board's option, for any fiscal year, the Board of Directors may propose a Budget to the Members at a meeting of Members or in writing. If the proposed Budget is approved by majority vote of the Voting Interests at the meeting or by a majority of the Total Voting Interests in writing, the Budget shall be adopted.

5.4 **Failure To Adopt Budget:** If an annual Budget has not been adopted for the fiscal year at the start of the year, an Annual Assessment in the amount of the last prior Annual Assessment shall continue in force until changed by the adoption of a Budget for such fiscal year, at which time any calculated overage or shortage shall be added to or subtracted from the revised Assessment.

5.5 **Excess Income:** If, for any reason, the Association receives income in excess of its needs, such excess income shall be retained by the Association to be applied to any reserve account or to the next ensuing year's Operating Expenses, at the discretion of the Board. Such excess shall not be refunded to the Owners.

5.6 **Amended Budget:** Subject to the limitations set forth below, if the Annual Assessment proves to be insufficient to pay all Operating Expenses of the Association, the Budget may be amended at any time by the Board of Directors and the Annual Assessments shall be adjusted accordingly.

5.7 **Calculation and Payment of Annual and Special Assessments:** Funds for payment of the Operating Expenses shall be collected by Assessments against the Parcels. Assessments shall be levied in accordance with the following provisions:

(a) **Annual Assessments:** After adoption of a Budget, a determination of the Annual Assessment to be levied against each Parcel shall be made by apportioning the total sum of the projected

Operating Expenses included in the Budget equally among all Parcels then subject to this Declaration and a levy of Assessments on the day the Budget becomes effective. Annual Assessments shall be payable in equal installments, not less frequently than annually, on the date or dates established by the Board from time to time, in an amount which is not less than that required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all of the unpaid Operating Expenses previously incurred. The Board shall promptly give to each Owner a statement setting forth the amount of each installment payment of the Annual Assessment and the dates on which each installment payment is due. The Assessment payments shall be due and payable regardless of whether the statement is sent or actually received by the Owner. The Annual Assessment for each Parcel shall not initially exceed \$600.00.

(b) **Special Assessments:** In addition to the Annual Assessments authorized above, the Board may, and shall have the power and authority to, from time to time, levy Special Assessments equally against all Parcels then subject to this Declaration and a levy of Assessments on the day the Special Assessment becomes effective, in order to provide for the actual economic needs of the Association or for the purpose of defraying, in whole or in part, the cost of the purchase of real or personal property, the construction, reconstruction, unexpected repair or replacement of a capital improvement, including fixtures and personal property located therein, or the expense of any other contingencies; provided, however, if the cumulative amount of Special Assessments levied during the then current fiscal year exceeds **fifteen percent (15%)** of the Annual Assessment for said fiscal year, then such Special Assessment shall require the approval of at least a **majority** of the Voting Interests present in person or by proxy at a membership meeting called for such purpose. Special Assessments shall be levied in a lump sum or in installments as the Board shall, from time to time, determine. Special Assessments are only applicable for the fiscal year or years in which they are levied.

The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes for which they were intended. However, upon completion of such specific purpose or purposes, any excess funds will be considered a part of the common surplus and may, at the Board's discretion, either be returned to the then Owners or retained by the Association and applied to reduce the next year's Annual Assessments. The specific purpose or purposes of any Special Assessment shall be set forth in a written notice of the Assessment sent or delivered to each Owner. The notice shall be sent or delivered before the due date of the initial payment of the Special Assessment, as may be reasonable or practicable in the circumstances. Special Assessments shall be paid at the times and in the manner that the Board may require in the notice of the Assessment.

(c) **Assessments for Capital Improvements:** Notwithstanding anything contained herein to the contrary, the Developer shall not be assessed for capital improvements without its written approval for so long as it holds any Parcel for sale in the ordinary course of business.

5.8 **Individual Assessments:** Individual Assessments may be levied against a Parcel in accordance with the following Articles in the amount of any charges provided for therein.

5.9 **Wetlands Mitigation Assessment:** If the Property has an on-site wetlands mitigation area, as defined in Section 1.7.24 of the Southwest Florida Water Management District ("SWFWMD") Basis of Review, which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetlands mitigation area(s) each year until SWFWMD determines that each such area is successful in accordance with the Environmental Resource Permit.

5.10 **Excessive Annual Assessments - Meeting to Consider Substitute Budget.** If the Board adopts an annual Budget which requires Annual Assessments against the Owners for any fiscal year exceeding **115%** of the Annual Assessments for the immediately preceding fiscal year, the Board shall call a special meeting of the Members to consider a substitute Budget if the Board receives, within 20 days after the Board's adoption of the Budget, a written request for such a special meeting from at least 10% of the Total Voting Interests. This meeting shall be held within 30 days after the Board's receipt of such written request. The Board may propose a revised Budget to the Members at this meeting or in writing prior to the meeting, provided a copy of the proposed revised Budget is included in the notice of the meeting. At least 10 days before the meeting, the Board shall give to each Member a notice of the meeting. Members may consider and

adopt a substitute Budget at this meeting. A substitute Budget is adopted if approved by a majority of the Total Voting Interests. If, at this meeting, there is not a quorum of Members or a substitute Budget is not adopted by the Members by a majority of the Total Voting Interests, the annual Budget previously adopted by the Board shall take effect as scheduled. Any determination of whether Annual Assessments exceed **115%** of the Annual Assessments for the prior fiscal year shall exclude from the computation any Special Assessment and any provision for reasonable reserves for repair or replacement of the Common Areas or other portions of the Community required to be maintained by the Association.

5.11 Payment of Assessments by Developer Prior To Turnover Meeting. At Developer's option, prior to the Turnover Meeting, the Developer may elect to be excused from payment of its share of the Operating Expenses and Assessments for any Parcels owned by the Developer, provided the Developer during such period pays all Operating Expenses incurred by the Association that exceed the Assessments received from Owners (other than the Developer) and other income of the Association. Following the Turnover Meeting, Developer shall be treated as any other Owner for purposes of paying its share of Operating Expenses and Assessments related to the Parcels then owned by Developer.

ARTICLE VI

LIABILITIES, LIENS, INTEREST AND COLLECTION OF ASSESSMENTS

6.1 Liability for Assessments: Each Owner, regardless of how his title has been acquired, including without limitation by purchase at a foreclosure or other judicial sale or by deed in lieu of foreclosure, by acceptance of a deed or other conveyance of title to a Parcel, whether or not it shall be so expressed therein, shall be deemed to covenant and agree to pay, and is liable for, all Assessments levied by the Association against the Owner's Parcel which come due while he is an Owner. Whenever there is more than one Owner of a Parcel, all Owners of the Parcel shall be deemed to likewise covenant and agree to be jointly and severally liable for all Assessments levied against their Parcel. An Owner's liability for Assessments may not be avoided or abated by waiver or suspension of the use or enjoyment of any portion of the Common Facilities or other Common Areas or by abandonment of his Parcel.

6.2 Interest; Late Fees; Application of Payments: All Assessments or installments thereof which are not received by the Association when due shall bear interest from the due date until paid at the interest rate determined by the Board from time to time, not to exceed the maximum interest rate permitted by Florida law. In addition to interest, the Association shall have the right and power to charge the Owner a late fee for each Assessment or installment payment not received by the Association within **ten (10) days** after its due date, in such amounts as determined by the Board from time to time, not to exceed the maximum late fee permitted by Florida law. Any payment received and accepted by the Association shall be applied first to any interest accrued by the Association, then to any late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent Assessment; this shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying the payment. The Board may waive or modify payment of interest, late fees, costs, or attorney fees on a determination by the Board that such waiver or modification is in the Association's best interest.

6.3 Creation of Lien, Priority, and Claim of Lien: The Association is hereby given a continuing lien on each Parcel to secure the payment of all Assessments levied on such Parcel, as well as interest, late fees, and all reasonable costs and attorney fees incurred by the Association incident to the collection thereof. Each Owner hereby grants to the Association such lien on the Owner's Parcel. The lien is effective from and shall relate back to the time of the recording of this instrument in the public records of Polk County, Florida. However, as to first mortgages of record, the lien is effective only from and after the recording of a claim of lien in the public records of Polk County, Florida, which claim of lien shall state the description of the Parcel, the name of the record Owner, the amount due, and the date when due. The Association may record a claim of lien in the public records of Polk County, Florida to give notice of unpaid Assessments; however, except as to first mortgages of record, the recording of a claim of lien is not necessary to perfect the Association's lien rights hereunder. Any claim of lien shall continue in effect until all sums secured thereby have been paid in full. Upon full payment, including attorney's fees and costs, the party making payment shall be entitled to a recordable release of the claim of lien. Each Owner is deemed to agree that the obligation to pay Assessments as provided in this Declaration is superior in dignity to any homestead

rights which the Owner may now or in the future claim with regard to his Parcel. The Association, acting through its Board, shall have the right to assign its claim of lien for the recovery of any unpaid Assessments to any third party.

6.4 **Personal Obligation:** All Assessments levied against an Owner's Parcel, together with interest and late fees thereon and all reasonable costs and attorney fees incurred by the Association incident to the collection thereof, shall be the personal joint and several obligation of all persons and entities who were the Owners of the Parcel at the time when the Assessment became due. No person or entity shall be personally obligated to pay any Assessment which became due during the time the person or entity was not an Owner of the Parcel against which the Assessment was levied, unless expressly assumed by such person or entity. This provision shall not, however, limit or otherwise affect the lien on the Parcel for all unpaid Assessments levied against the Parcel, including Assessments levied prior to the time such person or entity became an Owner of the Parcel.

6.5 **Accelerated Assessments:** The Association shall have the right to accelerate the unpaid Assessments due from an Owner who is delinquent in the payment of his Assessments. The accelerated Assessments shall be due and payable on the date a claim of lien is filed. The accelerated Assessments shall include the unpaid balance of the Assessments due from such Owner for the remainder of the fiscal year in which the claim of lien is filed, which amount shall also be secured by the lien on the Parcel.

6.6 **Action To Foreclose Lien or Obtain Money Judgment:** The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments, with interest, late fees and costs, without waiving any claim of lien. In either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments, the Association shall be entitled to recover from the Owner all collection costs, including without limitation the cost of preparing and filing the complaint, the service of process fees, and reasonable attorney's fees incurred by the Association incident to the collection process or enforcement of the lien, whether or not suit is brought, including without limitation legal services rendered prior to any litigation, during trial, upon any appeal, post judgment, and bankruptcy proceedings. The Association shall give written notice to the Owner of its intention to foreclose its lien to collect the unpaid Assessments at least forty-five (45) days before the foreclosure action is filed.

6.7 **Purchase of Parcel At Foreclosure Sale:** The Association may bid on the Parcel at any foreclosure sale, applying as a cash credit against its bid all sums due the Association and covered by the lien being enforced, and, notwithstanding any other provision to the contrary, the Association shall have the right and power to acquire, hold, lease, mortgage, and convey the same without the joinder of any Owner.

6.8 **Unpaid Assessments Are Operating Expenses:** If any unpaid Assessment is extinguished by foreclosure of a superior lien, the unpaid Assessment shall be deemed an Operating Expense collectible from all of the Owners, including the grantee of such Parcel pursuant to the judicial sale.

6.9 **Right To Suspend Voting Rights if Assessments are Delinquent:** The Association shall have the right to automatically suspend the voting and other rights of any Member for the nonpayment of any installment of an Assessment that is delinquent for more than **ninety (90)** days.

6.10 **Certificate of Unpaid Assessments:** The Association shall, upon any Owner's request and payment of a reasonable fee therefor (if applicable), furnish to such Owner a certificate signed by the Association, setting forth the amount of unpaid Assessments levied against the Owner's Parcel. The holder of a mortgage or other lien shall have the same right as to any Parcel upon which it has a lien. Any person, other than the Owner, who relies upon such certificate shall be protected thereby. The Association shall have the right to charge a reasonable fee for such certificate.

6.11 **Notice of Claim of Lien and Foreclosure Procedure:** Any claim of lien or foreclosure action filed pursuant to this Article shall be done in conformity with the requirements as set forth in Florida Statute § 720.3085 (2019), as amended from time to time, or any successor provision thereto.

ARTICLE VII
FINES; SUSPENSION OF RIGHT TO USE COMMON AREAS

7.1 **Right to Impose Fines:** The Association, through its Board of Directors, may levy reasonable fines, in such sums as the Board may deem appropriate, against an Owner for the failure of the Owner, or the tenant, occupant, licensee, or invitee of the Owner, to comply with any provision of this Declaration, the Bylaws, or other Subdivision Document, including reasonable rules of the Association. No fine may be levied except after giving reasonable notice and opportunity for a hearing as required below. A fine shall not become a lien against a Parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorneys' fees and costs from the non-prevailing party.

7.2 **Maximum Amount of Fines:** No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing; except that no such fine shall exceed the sum of \$5,000.00 in the aggregate.

7.3 **Suspension of Right to Use Common Areas:** The Association, through its Board of Directors, may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use the Common Facilities and other Common Areas, for the failure of the Owner, or the tenant, occupant, licensee, or invitee of the Owner, to comply with any provision of this Declaration, the Bylaws, or other Subdivision Document, including reasonable rules of the Association. However, suspension of use of any portion of the Common Areas shall not impair the right of the Owner or tenant of a Parcel to have vehicular and pedestrian ingress to and egress from the Parcel, including, but not limited to, the right to park.

7.4 **Notice and Hearing re Fines or Suspension:** Before levying a fine or suspending a person's rights to use the Common Areas, the Board of Directors shall give notice to the person sought to be fined or suspended and an opportunity for a hearing. The notice shall be given at least fourteen (14) days before the hearing date and shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the applicable provision or provisions of the Declaration, Bylaws, or other Subdivision Document that has or have been allegedly violated; and (c) a short and plain statement of the matters asserted by the Association.

The hearing shall be held before a committee of at least three other Owners appointed by the Board, who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. The Owner against whom the fine may be levied and/or the person whose rights may be suspended shall have an opportunity to respond to the allegations, to present evidence, and to provide written and oral argument on all issues involved to the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee, by majority vote, does not approve the proposed fine or suspension, it may not be imposed.

The requirements of this section do not apply to the imposition of suspensions or fines upon any Owner because of the failure of such Owner to pay assessments or other charges when due.

ARTICLE VIII
DESIGN REVIEW COMMITTEE

8.1 **Design Review Committee:** Except for those improvements constructed by Developer, no building, fence, wall or other structure shall be commenced, created, or maintained within the Community, nor shall any addition, change, alteration or repair to the exterior of any building within the Community (other than repairs restoring the exterior of such building to its original appearance and color), be made until the site plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by a Design Review Committee composed of three (3) or more representatives appointed by the Board. Landscaping shall also be subject to review by the Board or Design Review Committee. In the event the Board, or its designated

committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, then said plans and specifications shall be deemed approved by the Board.

ARTICLE IX **ENFORCEMENT**

9.1 **Enforcement by Association:** The Association shall have the right to enforce all restrictions, conditions, covenants, reservations, and rules now in effect or promulgated in the future, and the liens and charges now or hereafter imposed by, or pursuant to, the provisions of any Subdivision Document, by any action or proceeding at law or in equity, or both, brought by the Association on its behalf or on behalf of other Owners, against the person or entity violating, attempting to violate, or failing to perform, any of the terms and provisions of this Declaration or other Subdivision Document, either to: (i) restrain or prevent the violation, (ii) compel performance or compliance, (iii) recover damages, or (iv) recover damages and such injunctive relief.

All costs and expenses, including filing and service of process fees and reasonable attorney's fees, incurred by the Association pursuant to such enforcement, whether or not a judicial action, suit or other proceeding is brought, shall be assessed against the Owner determined by the Association to be in violation of the provisions of any Subdivision Document and levied against such Owner's Parcel as an Individual Assessment collectible in the same manner as any other Assessment of the Association.

9.2 **Enforcement By An Owner:** Enforcement of the terms and provisions of this Declaration or any other Subdivision Document, as they now exist or may hereafter be amended, may also be by any action or proceeding at law or in equity, or both, brought by any Owner against the person or entity violating, attempting to violate, or failing to perform, any of the terms and provisions of this Declaration or other Subdivision Document, either to: (i) restrain or prevent the violation, (ii) compel performance or compliance, (iii) recover damages, or (iv) recover damages and such injunctive relief.

9.3 **Attorney's Fees and Costs:** In any action or proceeding brought under the provisions of this article, the prevailing party in such action or proceeding shall be entitled to recover from the losing party a sum equal to the prevailing party's reasonable attorney's fees and costs, including appeals.

9.4 **Waiver:** Where a violation of this Declaration exists and is of such a nature so that, in the opinion of the Board, the existence of such violation shall not result in an economic hardship to, adversely affect the property values of, or substantially interfere with the property rights of, other Owners in the Community, the Association shall have the right at any time to waive such violation and release the Owner and such Parcel or portion thereof from the obligation to cure such violation. The failure of the Association in any instance to enforce any term or provision of this Declaration shall not constitute a waiver of its right to do so at any future time.

ARTICLE X **AMENDMENTS**

10.1 **Amendments to Subdivision Documents:** The covenants, restrictions, easements, liens, and other provisions of this Declaration, the Articles of Incorporation, the Bylaws, or any other Subdivision Document, may be modified or amended, added to, or partially or entirely deleted, at any time and from time to time, in accordance with the provisions of this Article.

(a) **Proposal and Consideration of Amendments:** An amendment to this Declaration or any other Subdivision Document may be proposed either by the Board of Directors or by written instrument signed by at least twenty-five (25%) percent of the Total Voting Interests of the Association. The proposed amendment may be considered at any annual or special meeting of the Members, duly called and convened in accordance with the Bylaws. Written notice of the meeting at which the proposed amendment shall be considered shall be given to each Voting Representative in accordance with the Bylaws and shall set forth the proposed amendment or a summary of the changes to be effected by the proposed amendment.

(b) **Approval of Amendment:** Any amendment to this Declaration or any other Subdivision Document must be approved by at least a majority of the total number of votes which the Members present at the meeting or represented by proxy are entitled to cast, except: (i) any provision which requires or provides for approval of the Owners/Members by a larger percentage may only be amended upon the approval of the amendment by such larger percentage of the Total Voting Interests; and (ii) as otherwise specifically provided in the applicable Subdivision Document or required by applicable law.

(c) **Amendment Approved By Written Consent:** Alternately, the proposed amendment may be approved without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the modification or amendment, shall be signed by Voting Representatives having at least the minimum number of votes that would be necessary to approve the amendment at a meeting at which all Voting Interests entitled to vote on such action were present and voted.

(d) **Limitation on Amendments Without Specific Owner Consent:** Notwithstanding the foregoing, no amendment may materially and adversely alter the proportionate Voting Interest appurtenant to a Parcel or increase the proportion or percentage by which a Parcel shares in the Operating Expenses of the Association, unless the Owners of the Parcel and all record owners of liens on the Parcel join in the execution of the amendment. For purposes of this paragraph, a change in quorum requirements is not an alteration of Voting Interests.

10.2 **Recording of Amendment:** A copy of each amendment to this Declaration or any other Subdivision Document shall be attached to or included in a certificate of the Association. The certificate shall certify that the amendment was duly adopted as an amendment, shall, on the first page thereof, identify the book and page of the public records where the Declaration is recorded, and shall be executed by the President or Vice President of the Association in the form required for the execution of a deed. The amendment shall be effective when the certificate and a copy of the amendment are properly recorded in the public records of Polk County, Florida.

10.3 **Nonmaterial Errors and Omissions:** If it appears that through scrivener's error any word has been misspelled, or any reference to any document or the Florida Statutes or any portion thereof is incorrect, or some error or omission which does not materially adversely affect the Owners has been made in a Subdivision Document, the error may be corrected by filing an amendment to this Declaration or such other Subdivision Document approved by the Board. To be effective, the amendment must be executed by the Association, and no Owner or mortgagee is required to approve, consent to, join in or execute the amendment.

10.4 **Amendments to Articles of Incorporation or Bylaws:** The Articles of Incorporation and the Bylaws may be amended as provided in this article and by the applicable statutes of the State of Florida.

ARTICLE XI **GENERAL PROVISIONS**

11.1 **Duration:** The covenants, restrictions, easements, liens, and other provisions set forth in this Declaration, as it may be amended from time to time, constitute covenants running with the land and shall be binding upon and inure to the benefit of and be enforceable by all persons and entities having or acquiring any right, title, or interest in any portion of the Community, including the Association, any and all Owners of any Parcel subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this instrument is recorded in the public records of Polk County, Florida. After this thirty year period, these covenants, restrictions, easements, liens, and other provisions contained in this Declaration shall be automatically extended for successive periods of ten (10) years, unless at least three (3) months prior to the end of such thirty (30) year period, or any successive ten (10) year period, an instrument signed by the then Owners of at least two-thirds (2/3) of the Parcels then within the Community has been recorded in the public records of Polk County, Florida, agreeing to terminate the terms and provisions of this Declaration at the end of such thirty (30) year or ten (10) year period.

11.2 **Notices:** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed properly given when (a) personally delivered to the Owner or the Owner's Voting Representative; or (b) deposited in the U.S. regular mail, postage prepaid, and addressed to the Owner at the Owner's last known address shown on the Association's books or records or the Owner's address as shown on the real property tax roll for Polk County, Florida; or (c) deposited in the U.S. regular mail, postage prepaid, and addressed to the Owner's Voting Representative at the Voting Representative's last known address shown on the Association's books or records or at the Owner's address as shown on the real property tax roll for Polk County, Florida.

11.3 **Severability:** Wherever possible, each provision of this Declaration shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity only, without invalidating the remainder of such provision or of the remaining provisions of this Declaration.

11.4 **Conflict:** This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and Bylaws, and the Articles of Incorporation shall take precedence over the Bylaws.

11.5 **Terms:** As used herein, the singular shall include the plural, the plural shall include the singular, and each gender shall include the other where the context so requires.

11.6 **Governing Law; Venue:** This Declaration shall be governed by and construed according to the laws of the State of Florida. In the event of litigation incident to this Declaration or any of the other Subdivision Documents, the venue for such litigation shall be in Polk County, Florida.

11.7 **Incorporation of Subdivision Documents:** Any and all deeds conveying a Parcel shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Subdivision Documents whether or not such incorporation is specifically set forth by reference in such deed, and acceptance by the grantee of such deed shall be deemed to be acceptance by such grantee of all the terms and conditions of the Subdivision Documents.

11.8 **Condemnation:** The Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with any condemning authority for acquisition of any portion of the Common Areas or Common Facilities. In the event the Association receives any award or payment arising from any taking of the Common Areas or Common Facilities or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Areas or Common Facilities by the Association and the remaining balance, if any, shall be held by the Association for the use and benefit of the Owners.

11.9 **Interpretation by Board:** The Board shall be responsible for interpreting the provisions of this Declaration and any other Subdivision Document. Such interpretation shall be binding upon all parties unless wholly unreasonable.

11.10 **Interest Rate:** Whenever any Subdivision Document provides that interest shall be payable at the maximum contract rate of interest permitted by Florida law and in the event no such maximum legal rate of interest exists, then all such provisions in any Subdivision Document shall be deemed to require payment of interest at the rate of eighteen percent (18%) per annum.

11.11 **Acceptance:** By its execution of this Declaration, the Association acknowledges and agrees to abide by all of the terms and provisions hereof.

SIGNATURES ON FOLLOWING PAGE

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, this Declaration of Covenants, Restrictions, and Easements for Orleans Subdivision has been executed by the undersigned Developer and the Association as of the day and year first above written.

Signed and sealed in
the presence of:

Catherine Smith
Witness #1:
Print Name: Catherine Smith

Leann J Lambuth
Witness #2:
Print Name: Leann J Lambuth

Catherine Smith
Witness #1:
Print Name: Catherine Smith

Leann J Lambuth
Witness #2:
Print Name: Leann J Lambuth

JDT of Central Florida, LLC, a Florida limited liability company

By: [Signature]
John Touchton, its Manager
P.O. Box 7414
Winter Haven, FL 33883-7414

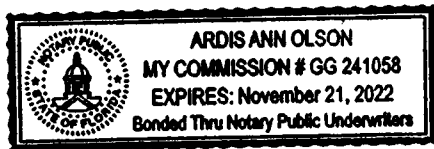
Orleans Homeowners' Association, Inc., a Florida corporation not for profit

By: [Signature]
John Touchton, its President
3200 Flightline Drive, Suite 202
Lakeland, FL 33811

State of Florida

County of Polk

This instruments was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this February 23, 2022, by **John Touchton, as Manager of JDT of Central Florida, LLC, a Florida limited liability company** on behalf of the company. He is [☒] personally known to me or [☐] has produced a driver's license as identification.

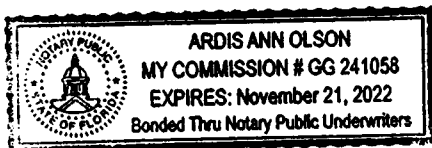


Ardis Ann Olson
Notary Public
Print Name: Ardis Olson
Commission Expires: Nov 21, 2022

State of Florida

County of Polk

This instruments was acknowledged before me by means of [☒] physical presence or [☐] online notarization, this February 23, 2022, by **John Touchton, as President of Orleans Homeowners' Association, a Florida corporation not for profit** on behalf of the corporation. He is [☒] personally known to me or [☐] has produced a driver's license as identification.



Ardis Ann Olson
Notary Public
Print Name: Ardis Olson
Commission Expires: Nov 21, 2022

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All of Orleans Subdivision according to the map or plat thereof, as recorded in Plat Book 191, Pages 36 and 37, public records of Polk County, Florida, which is a plat of the following described property:

Known as and being a part of U.S. Government Lot 4 in Section 11, Township 29 South, Range 26 East, Polk County, Florida and more particularly described as follows :

Beginning at a concrete monument marking the Southwest corner of "Winterset Park" as recorded in Plat Book 69, Page 3 of the Public Records of Polk County, Florida; thence run North 89°38'17" East, along the South line of said "Winterset Park", a distance of 642.01 feet; thence run South 32°10'11" West, a distance of 191.14; thence run South 39°20'13" West, a distance of 136.23 feet; thence run South 26°43'56" West, a distance of 218.84 feet; thence run South 71°39'08" East, a distance of 14.91 feet; thence run South 09°35'36" East, a distance of 107.04 feet; thence run South 19°10'55" West, a distance of 289.82 feet to the Centerline of Eloise/Lake Winterset Canal; thence run North 63°21'06" West along said Centerline, a distance of 856.20 feet to the East Maintained Right-of-Way line of Helena Road as per Polk County Map Book 4, Pages 296-300; thence run North 07°57'36" West along said East Right-of-Way line, a distance of 76.59 feet; thence run North 02°31'30" East, a distance of 35.03 feet; thence run North 14°45'25" East, a distance of 27.40 feet to the South end of additional Right-of-Way taking as per Official Records Book 7942, Pages 1787-1789; thence following said additional Right-of-Way the following six courses, 1.) South 76°02'23" East, a distance of 10.27 feet; 2.) North 13°26'19" East, a distance of 71.29 feet; 3.) North 19°45'57" East, a distance of 66.22 feet; 4.) North 48°49'56" East, a distance of 18.50 feet; 5.) North 12°28'32" East, a distance of 62.62 feet; 6.) North 18°43'04" East, a distance of 122.88 feet; thence following additional Right-of-Way per Official Records Book 7942, Pages 1746-1748 the following two courses; 1.) continue North 18°43'04" East, a distance of 46.53 feet; 2.) North 68°17'34" West, a distance of 6.30 feet to the East Maintained Right-of-Way line of Helena Road as per Polk County Map Book 4, Pages 296-300; thence run North 22°04'45" East, a distance of 38.63 feet; thence run North 21°20'04" East, a distance of 14.80 feet; thence leaving the East Right-of-Way of said Helena Road run North 89°38'17" East a distance of 329.90 feet to the West Boundary of said "Winterset Park"; thence run South 00°15'58" East along said West Boundary a distance of 95.80 feet to the point of beginning.

EXHIBIT “B”

**ARTICLES OF INCORPORATION
FOR THE ASSOCIATION**

ON SEPARATE PAGES TO FOLLOW

N 21000000425

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H21000327284 3)))



H210003272843ABCS

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:

Division of Corporations
Fax Number : (850)617-6381

From:

Account Name : PETERSON & MYERS PA
Account Number : I20080000078
Phone : (863)683-6511
Fax Number : (863)688-8099

****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

FLORIDA PROFIT/NON PROFIT CORPORATION

Orleans Homeowners' Association, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	08
Estimated Charge	\$87.50

H21000327284 3

ARTICLES OF INCORPORATION
OF
ORLEANS HOMEOWNERS' ASSOCIATION, INC.
(a nonprofit corporation)

The undersigned, for the purpose of forming a corporation not for profit under the provisions of the Florida Not For Profit Corporation Act (Chapter 617 of the Florida Statutes), do hereby adopt the following Articles of Incorporation.

ARTICLE I
NAME

The name of this corporation is Orleans Homeowners' Association, Inc. (hereinafter the "Association").

ARTICLE II
PRINCIPAL OFFICE

The street address of the Association's initial principal office is: 3200 Flightline Drive, Suite 202, Lakeland, FL 33811. The Association's initial mailing address is: P.O. Box 7414, Winter Haven, FL 33883-7414.

ARTICLE III
INITIAL REGISTERED OFFICE AND AGENT

The street address of the Association's initial registered office is 3200 Flightline Drive, Suite 202, Lakeland, FL 33811, and the name of its initial registered agent at that office is John Touchton.

ARTICLE IV
DURATION

This Association shall have perpetual existence, unless dissolved according to law. The corporate existence shall begin with the date and time of the filing of these Articles of Incorporation with the Florida Department of State. If the Association is dissolved for any reason, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and, if not accepted by an appropriate governmental unit or public entity, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE V
PURPOSES AND POWERS

5.1 The Association was formed and organized to serve as an association for the operation of the community known as Orleans Subdivision (the "Community"), located in Winter Haven, Polk County, Florida, which community is being developed by JDT of Central Florida, LLC, a Florida limited liability company (the "Developer"), and to function as the instrumentality of Owners within the Community to: (a) provide overall supervision, management, and control for the Community in accordance with that certain

H21000327284 3

H21000327284 3

written Declaration of Covenants, Restrictions and Easements for the Community, which shall be executed by the Association and Developer, as amended from time to time (the "Declaration"); (b) control and regulate development within the Community; (c) operate, maintain, repair, administer, and own the Common Facilities and other Common Areas, including the recreational and other common facilities, within the Community, for the use and enjoyment of Owners and residents in the Community, as more fully set forth in the Declaration; (d) to promote the safety and general welfare of the Owners and residents in the Community; (e) engage in such additional lawful activities for the benefit, use, convenience and enjoyment of the Owners as it deems proper; and (f) take any other action necessary for the purposes for which the Association was organized.

5.2 The Association shall have the power to do the following: (a) own and convey property; (b) operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas; (c) establish rules and regulations; (d) assess members and enforce assessments; (e) sue and be sued; (f) contract for services to provide for the operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company; and (g) take any other action necessary for the purposes for which the Association is organized.

5.3 The foregoing sections enumerate specific purposes and powers of the Association, but it is expressly provided hereby that such enumeration shall not be held to limit or restrict in any manner the purposes or powers of the Association otherwise permitted by law. The Association shall have all of the rights, privileges and powers now or hereafter available to corporations not for profit under the laws of the State of Florida, which are not in conflict with the terms of these Articles of Incorporation.

ARTICLE VI NONPROFIT STATUS

6.1 This Association is organized and incorporated as a corporation not for profit under the provisions of the Florida Not For Profit Corporation Act and it shall not exist or be operated for the purpose of pecuniary profit.

6.2 The Association shall not pay any dividends. No part of the net income or profit of the Association shall inure to the benefit of, or be distributed to, any Member, Director, or officer of the Association; provided, however, the Association may pay compensation in a reasonable amount to its Members, Directors, and officers for services rendered to the Association, may reimburse its Members, Directors, and officers for reasonable expenses incurred for or on the behalf of the Association, may confer benefits upon its Members in conformity with its purposes, may make rebates of excess membership dues, fees or assessments, and, upon dissolution or final liquidation, may make distributions to its Members as permitted by the Florida Not For Profit Corporation Act.

ARTICLE VII MEMBERSHIP

7.1 Qualification of Members. Each Parcel (as defined in the Declaration) within the Community shall have appurtenant thereto one membership in the Association, which membership shall be held collectively by the Owners of such Parcel. Each Owner shall be required to be a Member of the Association; no other person or entity shall be a Member except the Developer. Prior to the recording of the Declaration in the public records of Polk County, Florida, the Developer shall be the sole Member of the Association.

7.2 "Owner" means a person or entity who has an Ownership Interest in a Parcel. "Owner" shall be synonymous with "Member".

H21000327284 3

H21000327284 3

7.3 **"Ownership Interest"** means a vested, present possessory interest in a Parcel, which is either a life estate interest or a fee interest and which is evidenced by a written instrument recorded in the public records of Polk County, Florida.

7.4 **Manner of Admission**. An Owner shall automatically become a Member of the Association upon the recording in the public records of Polk County, Florida, of a deed or other instrument evidencing such Owner's Ownership Interest in a Parcel; however, such Owner's membership rights and privileges shall be suspended until: (a) a copy of the recorded deed or other instrument evidencing such Owner's Ownership Interest is delivered to the Association; and (b) the Association approves such Owner's acquisition of the Ownership Interest, if such approval is required, as set forth in the Declaration. Upon the acquisition of an Ownership Interest in a Parcel, the new Owner shall promptly deliver to the Association a copy of the recorded instrument evidencing his Ownership Interest in the Parcel.

7.5 **Classes of Membership**: The Association shall initially have two classes of voting membership.

(a) **Class A Membership**: The Class A Members shall consist of all Owners (except for the Developer before the Turnover Meeting). There shall be appurtenant to each Parcel owned by the Class A Members one Class A membership, which shall be held collectively by the Owners of the Parcel. Each Parcel owned by the Class A Members shall be entitled to cast one (1), and only one, full vote on each matter voted upon by the Members, which vote shall be cast by the Owners of such Parcel in the manner provided in the Bylaws. In no event shall more than one vote be cast with respect to any one Parcel on any one matter voted upon by the Members, except as expressly provided for Parcels owned by the Developer. The vote of a Parcel is not divisible and no fractional vote shall be cast.

(b) **Class B Membership**: The Developer shall be a Class B Member and shall be entitled to cast four (4) votes for each Parcel owned by Developer, until the Turnover Meeting. Immediately prior to the Turnover Meeting, the Class B membership shall cease to exist and shall be converted to a Class A membership and the Developer shall become a Class A Member and shall be entitled to cast one vote for each Parcel owned by the Developer. After the Turnover Meeting, the Developer may exercise the right to vote any Developer owned voting interests in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Directors.

7.6 **Transferability of Membership**. Membership in the Association may be transferred only as an incident to the transfer of the Owner's Ownership Interest in his Parcel. In no event shall any membership be severed from the Parcel to which it is appurtenant.

7.7 **Termination of Membership**. A person's or entity's membership in the Association shall automatically terminate when such person or entity ceases to be an Owner of a Parcel within the Community. Notwithstanding the foregoing, the Developer shall remain a Member of the Association for so long as it owns any portion of the Community. Membership in the Association shall be appurtenant to and may not be separated from the ownership of the Parcel. All the rights and privileges of a Member shall cease on termination of his membership.

7.8 **No Stock Certificates**. The Association is organized upon a non-certificate basis and it shall not issue shares of stock or certificates of membership.

ARTICLE VIII MANAGEMENT OF THE ASSOCIATION'S AFFAIRS

All corporate powers shall be exercised by, or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors of the Association.

H21000327284 3

H21000327284 3

ARTICLE IX **BOARD OF DIRECTORS**

9.1 Board of Directors: The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Members other than the Developer are entitled to elect a majority of the Directors according to the terms of F.S. 720.307, the Board shall be composed of any odd number of Directors that the Members may decide. The number of Directors, however, shall never be less than three. A Director need not be a resident of Florida nor a Member of the Association.

9.2 Initial Directors: The name and address of each person who shall serve as a member of the initial Board of Directors are as follows:

Steven Daniel
P.O. Box 7414
Winter Haven, FL 33883-7414

John Touchton
P.O. Box 7414
Winter Haven, FL 33883-7414

E. Luis Campano
P.O. Box 7414
Winter Haven, FL 33883-7414

9.3 Developer's Appointment of Directors: Notwithstanding any provision in any Subdivision Document to the contrary, Developer shall have the right to elect or appoint all members ("Directors") of the Board of Directors of the Association until the Turnover Meeting. At the Turnover Meeting and thereafter, the Members (other than the Developer) shall be entitled to elect a majority of the Directors (but only the smallest number of Directors that would constitute a majority of the Board) and the Developer shall be entitled to appoint the remaining Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community. All Members, including the Developer, shall be entitled to elect all of the Directors when the Developer ceases to hold for sale in the ordinary course of business at least five percent (5%) of the Parcels in all phases of the Community.

9.4 Appointment or Election of Directors: The first election of Directors shall not be held until the Turnover Meeting. Any vacancy on the Board occurring before the Turnover Meeting shall be filled by the Developer. Subsequent to the Turnover Meeting, the Directors entitled to be elected by the Members other than the Developer shall be elected at the annual meeting of Members and shall hold office in the manner and for the term as provided in the Bylaws. The Developer shall be entitled to appoint and remove all Directors except those elected by the non-Developer Members.

9.5 Turnover Meeting: The Turnover Meeting shall be called pursuant to the Bylaws upon the first to occur of the following events: (a) three months after ninety percent (90%) of the Parcels in all phases of the Community have been conveyed by Developer to Members other than a successor Developer; or (b) some of the Parcels have been conveyed to Members other than a successor Developer, and none of the other Parcels are being offered for sale by the Developer in the ordinary course of business; or (c) Developer, in its sole discretion, voluntarily elects to call the Turnover Meeting.

ARTICLE X **OFFICERS**

10.1 Officers: The officers of the Association shall consist of a president, one or more vice presidents (if determined to be necessary by the Board), a treasurer, a secretary, and such other officers as may be authorized by the Bylaws. The officers shall be elected as set forth in the Bylaws, and each officer shall serve until his or her successor is elected and qualified, or until his earlier resignation, removal from office, or death. The officers shall have the duties, responsibilities, and powers as provided in the Bylaws and the Florida Statutes. An officer need not be a resident of the State of Florida nor a Member of the

H21000327284 3

Association.

10.2 **Initial Officers:** The names of the persons who shall serve as the initial officers of the Association, until the first election of officers, are as follows:

President:	John Touchton
Vice President:	Steven Daniel
Secretary:	E. Luis Campano
Treasurer:	E. Luis Campano

**ARTICLE XI
INCORPORATOR**

The name and address of the incorporator of this Association are as follows:

**JDT of Central Florida, LLC
3200 Flightline Drive, Suite 202
Lakeland, FL 33811**

**ARTICLE XII
BYLAWS**

The initial Bylaws for the Association shall be made and adopted by the Board of Directors of the Association. Thereafter, the power to alter, amend, or repeal any bylaw, or adopt new bylaws, shall be vested in the Board of Directors and Members, in accordance with the Bylaws.

**ARTICLE XIII
AMENDMENT OF ARTICLES**

The Association reserves the right to amend these Articles of Incorporation, from time to time, in any and as many respects as may be desired, in accordance with the manners and procedures set forth in the Declaration and the Florida Not For Profit Corporation Act, or any successor thereto.

**ARTICLE XIV
DEFINITION OF CAPITALIZED TERMS**

Capitalized terms not otherwise defined in these Articles of Incorporation shall have the definitions and meanings given to such terms in the Declaration and Bylaws.

SIGNATURES ON FOLLOWING PAGE

H21000327284 3

H21000327284 3

IN WITNESS WHEREOF, the undersigned, being an incorporator, for the purpose of forming this corporation not for profit under the laws of the State of Florida, has executed these Articles of Incorporation this 9/1, 2021.

Signed, sealed and delivered
in the presence of:

Jennifer Beaudua
Witness #1: Jennifer Beaudua
Print Name:

Jackie S. Hoverkamp
Witness #2: Jackie S. Hoverkamp
Print Name:

JDT of Central Florida, LLC, a Florida
limited liability company

By: [Signature]
John Touchton, its Manager
3200 Flightline Drive, Suite 202
Lakeland, FL 33811

"As Incorporator"

State of Florida

County of Polk

The foregoing Articles of Incorporation were acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9/1, 2021, by John Touchton, as Manager of JDT of Central Florida, LLC, a Florida limited liability company on behalf of the company. He is ☒ personally known to me or ☐ has produced a driver's license as identification.

Jennifer Beaudua
Notary Public, State of Florida
My Comm. Expires March 02, 2023
Commission No. 66202767

Jennifer Beaudua
Notary Public
Print Name: Jennifer Beaudua
My commission expires: 3/2/2023

H21000327284 3

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above named corporation, at the place designated, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I state that I am familiar with, and accept, the obligations of my position as registered agent.

Dated: 9/1, 2021



John Touchton

H21000327284 3

EXHIBIT "C"

**BYLAWS FOR THE ASSOCIATION
ON SEPARATE PAGES TO FOLLOW**

BYLAWS
OF
ORLEANS HOMEOWNERS' ASSOCIATION, INC.

The provisions of this document constitute the Bylaws of **Orleans Homeowners' Association, Inc.**, a corporation not for profit under the laws of the State of Florida (the "Association"), organized for the purpose of operating that certain residential community located in **Winter Haven, Polk County, Florida** and known as **Orleans Subdivision** (the "Community").

ARTICLE I
GENERAL

- 1.1 **Principal Office.** The initial principal office of the Association shall be located at **3200 Flightline Drive, Suite 202, Lakeland, Florida 33811**. The location of the principal office may be changed from time to time by the Board of Directors.
- 1.2 **Registered Office and Registered Agent.** The Association shall have and continuously maintain (a) a registered office at such place in the State of Florida as may be fixed from time to time by the Board upon filing of such notices as may be required by law; and (b) a registered agent who shall have a business office identical with such registered office.
- 1.3 **Fiscal Year.** The fiscal year of the Association shall be the calendar year.
- 1.4 **Corporate Seal.** The Board shall adopt a corporate seal for the Association, which shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
- 1.5 **Powers and Duties.** The Association may exercise all powers, rights, and privileges and shall perform all duties given to it expressly by the Declaration, the Articles of Incorporation, the Bylaws and other Subdivision Documents, and every other power, right, privilege or duty reasonably to be implied from the existence of any power, right, privilege, or duty granted to it or reasonably necessary to effectuate the exercise of such power, right, privilege or duty, subject to the express limitations set forth in the Subdivision Documents.

ARTICLE II
DEFINITIONS

The following terms, as used in these Bylaws, shall have the meanings stated herein, unless the context otherwise requires.

- 2.1 **"Articles of Incorporation"** means the Articles of Incorporation of the Association, as amended from time to time.
- 2.2 **"Board of Directors" or "Board"** means the board of directors of the Association, which is vested with the management of the affairs of the Association.
- 2.3 **"Bylaws"** means these Bylaws, as amended from time to time.

- 2.4 **"Declaration"** means the Declaration of Covenants, Restrictions, and Easements for Orleans Subdivision, dated February 23, 2022, and executed by the Developer and the Association, as amended from time to time.
- 2.5 **"Director"** means a member of the Board of Directors of the Association.
- 2.6 **"Electronic Transmission"** means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, but are not limited to, telegrams, facsimile transmissions of images, and text that is sent via electronic mail between computers.
- 2.7 **"Member"** means a member of the Association and may be used synonymously with "Owner".
- 2.8 **"Total Voting Interests"** means the total number of votes available and appurtenant to all of the Parcels then within the Community.
- 2.9 **"Voting Interest"** means the vote or votes available and appurtenant to each Parcel, which the Owners of such Parcel are entitled to cast on a matter in which the Owners/Members are given a vote.
- 2.10 **"Voting Representative"** means the individual entitled to receive notices from the Association and to cast the vote or votes for a Parcel at a membership meeting of the Association or otherwise, as set forth below.
- 2.11 **Other Terms.** The other terms used in these Bylaws shall have the same definitions and meanings as those set forth in the Declaration and the Articles of Incorporation, unless otherwise provided in these Bylaws or unless the context otherwise requires.

ARTICLE III

MEMBERS AND MEMBERSHIP

- 3.1 **Membership.** The qualifications of a person as a Member of the Association, the manner of admission of such person as a Member of the Association, and the termination of such membership, are more fully set forth in the Articles of Incorporation.
- 3.2 **Rights of Members.** Each Member shall have all the rights granted to Members in the Articles of Incorporation, these Bylaws and the Declaration, unless such membership rights and privileges have been suspended, including without limitation the following: (a) the right to receive notice of every meeting of the Members, which notice shall be delivered to the Voting Representative for the Parcel owned by the Member; (b) the right to attend every meeting of the Members; (c) the right to vote on matters brought before the Members, which vote shall be cast by the Voting Representative for the Parcel owned by the Member; and (d) the right to inspect at reasonable times the books and records of the Association, as set forth herein.
- 3.3 **Obligations of Members.** Each Member shall be subject to the obligations and duties of Members as set forth in the Declaration, the Articles of Incorporation and these Bylaws, as the same are now or may hereinafter be constituted, including without limitation the following: (a) the obligation to promptly pay all Assessments levied by the Association

against the Member's Parcel; and (b) the obligation to abide by the Declaration, the Articles of Incorporation and these Bylaws and to see that all persons claiming rights by, through or under the Member do likewise.

- 3.4 **Restriction of Rights.** A Member does not have any authority to act or speak for or on behalf of the Association solely by reason of being an Owner or a Member of the Association.
- 3.5 **Liability of Members.** A Member is not, as such, personally liable for any act, debt, liability or obligation of the Association. A Member is liable to the Association for Assessments and fees as provided in the Declaration, the Articles of Incorporation, these Bylaws, and law.
- 3.6 **Membership Book.** The Association shall keep a membership book containing, in alphabetical order, the name and address of each Member and each Voting Representative. A termination of membership shall be recorded in the membership book. This membership book shall be kept on file and in current status at the Association's principal office. The membership book shall be produced and kept open at the time and place of any meeting of the Members and shall be subject to inspection at any time during the meeting.

ARTICLE IV VOTING BY MEMBERS

- 4.1 **Classes of Membership.** The Association shall initially have two classes of voting membership, as set forth in the Articles of Incorporation.
- 4.2 **Vote Cast By Voting Representative.** The vote or votes appurtenant to each Parcel shall be cast only by the Voting Representative for the Parcel.
- 4.3 **Designation and Authority of Voting Representative.** The Owners of each Parcel will be responsible for designating a Voting Representative for that Parcel, subject to the provisions set forth in this section. The appointed or deemed Voting Representative for a Parcel shall have right and authority, on behalf of each and every Owner of such Parcel, to cast all votes for the Parcel, to receive notices to any Owner of such Parcel, and to execute proxies, waivers of notices, and consents to action taken or to be taken. The designation of a Voting Representative shall be subject to the following provisions.

(a) If the Ownership Interest in the Parcel is owned by one individual (including an interest held by one individual as a trustee, guardian, or personal representative), then such person shall automatically be deemed the Voting Representative on admission to membership.

(b) If the Ownership Interest in the Parcel is owned by more than one person, the vote or votes of that Parcel shall be exercised by the natural person named as the Voting Representative for the Parcel in a voting certificate signed by all of the Owners of the Parcel. In the absence of such a voting certificate, the Voting Representative shall be deemed to be any Owner of such Parcel, and any Owner of such Parcel may cast the Parcel's vote or votes. If more than one Owner for a Parcel is present at a meeting and they are unable to concur in their decision upon any item requiring a vote, or if they cast a conflicting vote, they will forfeit their right to vote on that item.

(c) If the Ownership Interest in the Parcel is owned by a corporation, partnership, limited liability company, or other entity, the vote or votes of that Parcel shall be exercised by the natural person named as the Voting Representative in a voting certificate signed by such entity, which shall be signed by the person(s) authorized by law to act for such entity. In the absence of such a voting certificate, the Voting

Representative shall be deemed to be any director, president, vice-president, secretary, or treasurer of a Member that is a corporation, any general partner of a Member that is a partnership, any manager or member of a Member that is a limited liability company, or any other person authorized by law to act for such entity. If more than one representative for an entity is present at a meeting, then the most senior representative of such entity shall be the Voting Representative for such entity, and if the entity's representatives are of equal status and they are unable to concur in their decision upon any item requiring a vote, or if they cast a conflicting vote, such entity will forfeit its right to vote on that item.

(d) All voting certificates must be filed with the Secretary of the Association in its official records. All designations of a Voting Representative in a voting certificate shall be valid until revoked or until changed by a subsequent designation or until a change in the ownership of the Parcel supporting the designation. The designation may be given at a meeting as long as it complies with the requirements of this article.

- 4.4 **Proxies.** At any meeting of the Members, each Voting Representative entitled to vote may vote in person or by proxy. To be valid, a proxy must: (a) be in writing; (b) specifically set forth the Parcel number, the name of the Voting Representative voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given; (c) state the date, time, and place of the meeting for which the proxy is given; (d) be signed by all of the Owners of the Parcel or by the Voting Representative for the Parcel or the duly authorized attorney-in-fact of that person (provided the power of attorney is filed with the Secretary of the Association); and (e) be filed with the Secretary of the Association either before or at the meeting for which the proxy was given. If the proxy is a limited proxy, it shall also set forth those items on which the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which it was originally given, as the meeting may lawfully be adjourned and reconvened from time to time. The proxy shall automatically expire 90 days after the date of the first meeting for which it was originally given. A proxy may be revoked at any time at the pleasure of the person signing it. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.
- 4.5 **Powers of Attorney.** A person holding a power of attorney from an Owner, properly executed and granting the authority, may exercise the rights of that Owner; provided the power of attorney is filed with the Secretary of the Association.

ARTICLE V

MANNER OF GIVING NOTICES

- 5.1 **Generally.** Any notice required or permitted under the Declaration, the Articles of Incorporation, these Bylaws or other Subdivision Document, or by law, shall be given to the person in the manner set forth in this article, unless expressly otherwise required or permitted by the applicable Subdivision Document. The notice shall be in writing, unless oral notice is expressly authorized in the particular circumstance by the applicable Subdivision Document and reasonable under such circumstances. Any document required or permitted under a Subdivision Document or by law to be given to a person may be given in the same manner as a written notice to such person.
- 5.2 **Manner.** When oral notice is permitted, the notice may be communicated in person or by telephone (including a message left on such person's answering machine or voice mail). A written notice may be given either by personal delivery or by mail. In the alternative, upon written consent of the person, the notice may be given by facsimile transmission, e-mail, or other form of Electronic Transmission. Further, at the Association's option, any notice to

a corporate Member may be given in any manner authorized by Section 617.0504 of the Florida Statutes. Electronic Transmission may not be used as a method of giving notice of a meeting of Members called in whole or in part for the purpose of recalling or removing a Director from the Board of Directors.

- 5.3 **Notices By Mail.** If mailed, the notice shall be considered given when deposited in the United States first class mail or with any private mail carrier handling nationwide mail services, with postage prepaid, correctly addressed to the person's address as last furnished to the Association by such person for notice purposes. Any notice to be given to a Member may be given instead to such Member's Voting Representative. For notices to Members, if a Parcel is owned by more than one person, the Association may give the notice to the one address as one or more of the Owners of the Parcel, or their Voting Representative, shall so advise the Association in writing. If no address is given to the Association, or the Owners of the Parcel do not agree, the notice may be given, at the Association's option, either to the address provided on the deed of record for the Parcel or to the address shown on the real property tax roll for the Parcel, as maintained by the Polk County Property Appraiser's office (and if more than one address for the Owner(s) of the Parcel are shown on said deed or tax roll, the Association may give the notice to any one of such addresses).
- 5.4 **Notices By Electronic Transmission.** In the alternative, a notice (of any Member or Board meeting or for any other purpose) to any person may be given by Electronic Transmission to such person upon such person's consent in writing to receive notices by Electronic Transmission. Consent by a person to receive notice by Electronic Transmission shall be revocable by such person by written notice to the Association. Any such consent shall be deemed revoked if the Association is unable to deliver by Electronic Transmission two consecutive notices given by the Association in accordance with such consent and such inability becomes known to the secretary or other authorized person responsible for the giving of the notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. If given by Electronic Transmission, the notice shall be considered delivered when: (i) actually transmitted by facsimile telecommunication, if correctly directed to the fax number provided by such person; (ii) actually transmitted by electronic mail, if correctly directed to the electronic mailing address provided by such person; (iii) posted on an electronic network that the person has consented to consult, upon the later of such correcting posting or the giving of a separate notice to such person of the fact of such specific posting; or (iv) correctly transmitted to such person by any other form of Electronic Transmission consented to by such person.

ARTICLE VI

MEETINGS OF MEMBERS

- 6.1 **Annual Meeting.** The Association shall hold a meeting of the Members annually for the transaction of any and all proper business at a time, date, and place as determined by the Board of Directors from time to time, provided that there shall be an annual meeting of Members no later than 13 months after the last annual meeting. The election of Directors, if one is required, shall be held at, or in conjunction with, the annual meeting of Members.
- 6.2 **Special Meetings.** A special meeting of the Members must be called by the President or Secretary and held when requested by the Board of Directors or when requested in writing by at least ten (10) percent of the Total Voting Interests of the Association. Requests for a special meeting shall state the purpose or purposes for the meeting. The business conducted at any special meeting shall be limited to the matters stated in the notice of the meeting.

6.3 **Date, Time and Place of Meeting.** All meetings of the Members shall be held on the date and at the time and place as the Board may from time to time designate; provided, however, no meeting shall be held on a legal holiday.

6.4 **Notices to Members.** Notices to Members of annual and special meetings of Members and notices to Members for all other purposes shall be given in accordance with this section, unless other provisions of these Bylaws shall specifically otherwise allow or require in certain circumstances. Any notice to be given to a Member in these Bylaws may, at the Association's option, be given instead to the Member's Voting Representative, and the Association shall be deemed to have met its notice obligations if it has given the notice to such Voting Representative. The notice shall be given in the manner set forth above in Article V by or at the direction of the President, the Secretary, or other officer of the Association. Payment of postage for notice of any meeting, by whomever called, shall be an obligation of the Association.

(a) **Notice of Annual Meeting.** A written notice of an annual meeting of Members shall be given to each Member or his Voting Representative at least 14 days and not more than 60 days before the annual meeting. The notice shall state the date, time and place of the meeting. The notice need not include a description of the purpose or purposes of the meeting.

(b) **Notice of Special Meetings; Generally.** Except as modified by the specific requirements for special kinds of meetings of Members as set forth in these Bylaws, notice of a special meeting of Members generally shall be in writing and shall state the date, time, place and purposes of the meeting. The notice shall be given to each Member or his Voting Representative at least 14 days and not more than 60 days before the date of the meeting, unless the Board determines that the urgency of the meeting requires less than 14 days notice.

(c) **Affidavit That Notice Was Given.** An officer of the Association, or the manager or other person giving the notice, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association, affirming that the notice was given to each Member or his Voting Representative in accordance with this section.

(d) **Posting of Notices.** Additionally, a notice of each meeting of Members, whether annual or special, shall be posted in one or more conspicuous places within the Community designated by the Board for such purpose at least 14 days prior to such meeting, or, in the case of a special meeting, at the time the notice of the meeting is given if given within 14 days before the meeting. The notice shall state the date, time, and place of the meeting, and, in the case of a special meeting, the purposes of the meeting. The Board shall by duly adopted rule designate a specific location or locations within the Community upon which all notices of Member meetings shall be posted.

6.5 **Meeting to Consider Recall of Directors.** A special meeting of the Members to recall and remove a Director elected by the Members may be called by 10% of the Total Voting Interests giving notice of the meeting as required for a special meeting of Members. The notice shall state the purpose of the special meeting and shall state the specific Directors sought to be removed and shall be accompanied by a dated copy of a signature list of at least 10% of the Total Voting Interests. The meeting shall be held not less than 14 days nor more than 60 days from the date the notice of the meeting is given. Electronic Transmission may not be used as a method of giving notice of a meeting of Members called in whole or in part for this purpose.

6.6 **Turnover Meeting.** Within 75 days after the first occurrence of any event described in Section 9.5 of the Articles of Incorporation, the Association shall call a meeting of the Members (the "Turnover Meeting") for the purpose of electing Directors as required in the Articles of Incorporation, and shall give at least 60 days notice thereof. Within 90 days after

the Turnover Meeting, the Developer shall, at the Developer's expense, deliver to the Board, all of the documents and other items required to be delivered in Section 720.307 of the Florida Statutes.

- 6.7 **Quorum.** A quorum at a meeting of Members shall consist of persons entitled to cast, either in person or by proxy, at least thirty (30) percent of the Total Voting Interests of the entire membership of the Association. After a quorum has been established, the subsequent withdrawal of Voting Representatives, so as to reduce the number of Voting Representatives entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.
- 6.8 **Actions or Decisions Approved By Majority Vote.** An action or decision approved by a majority of the total number of votes appurtenant to the Parcels entitled to vote on the item and present in person or by proxy at a meeting at which a quorum has been attained shall be binding on all Members for all purposes, unless the Declaration, the Articles of Incorporation, these Bylaws, or applicable law, require a larger percentage, in which case that larger percentage shall control.
- 6.9 **Adjourned Meetings.** The Voting Representatives present, either in person or by proxy, at any meeting of Members may adjourn the meeting to another date, time and place, whether or not a quorum exists, by majority of the total number of votes entitled to be cast by such Voting Representatives; except, when a meeting has been called to consider the enactment of a substitute Budget to replace a proposed Budget that exceeds **115%** of the Annual Assessments for the preceding fiscal year, the meeting may not be adjourned for lack of a quorum or otherwise, and if a quorum is not present the proposed Budget shall go into effect as scheduled. The date, time and place to which the meeting is adjourned shall be announced at the meeting before the adjournment is taken or notice of the adjourned meeting must be given of the new date, time and place as set forth in these Bylaws. In either case, a notice shall be posted in a conspicuous place within the Community as soon thereafter as may be practical, stating the date, time and place to which the meeting is adjourned. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date, but were not Members as of the previous record date.
- 6.10 **Waiver of Notice.** A Member may waive his right to receive notice of any meeting, whether annual or special, by a writing to that effect signed by him or his Voting Representative or proxy, whether before, at, or after the meeting for which the waiver is given. Neither the affairs transacted at, nor the purpose of, the meeting need be specified in the waiver. The waiver shall be filed with the Secretary of the Association. Attendance of a Member or his Voting Representative at a meeting, either in person or by proxy, shall constitute a waiver of his right to receive a notice of the meeting and a waiver of any and all objections to the date, time, and place of the meeting, or the manner in which the meeting was called or convened, except when the Member or Voting Representative states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of any business because the meeting was not properly called or convened.
- 6.11 **Action by Members Without a Meeting.** Any action required or permitted by law or any of the Subdivision Documents to be taken at an annual or special meeting of the Members, may be taken instead without a meeting, without prior notice and without a vote, if: (a) the action taken is evidenced by one or more written consents, describing the action taken, dated and signed by Voting Representatives entitled to vote on such action and having not less than the minimum number of votes that would be necessary to authorize or take such action at a

meeting at which all Voting Interests entitled to vote on such action were present and voted; and (b) such written consents are signed by such Voting Representatives within 60 days of the date of the earliest dated consent and delivered to the Association. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association. A written consent or revocation shall be delivered to the Association by delivery to its principal office in Florida, or to its principal place of business, or to the Secretary or other officer or agent of the Association having custody of the book in which proceedings of meetings of Members are recorded. Within 10 days after obtaining such authorization by written consent, notice shall be given to those Members who are entitled to vote on the action but who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Notwithstanding the foregoing, any recall of one or more Directors requires a meeting.

6.12 **Member Participation/Recording of Meeting.** Members shall have the right to speak in any meeting of the Members with reference to all items opened for discussion or included on the agenda. However, the Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Member participation. Any Member may tape record or videotape a meeting of Members, subject to reasonable rules adopted by the Board of Directors.

6.13 **Minutes of Meetings.** All actions of the Members shall be recorded in minutes, if taken during a meeting, or in an action by written consent, if taken without a meeting. The minutes shall be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members and actions by written consent shall be kept in a book open to inspection at all reasonable times by any Member, any authorized representative of a Member, and any Director. The minutes and actions by written consent shall be retained by the Association for a period of not less than seven years. Members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Member.

6.14 **Order of Business.** The order of business at annual meetings of Members and, as far as practical, at other meetings of the Members, shall be: (a) call to order; (b) election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside; (c) calling of the roll, certifying of proxies, and determination of a quorum; (d) proof of notice of meeting or waiver of notice; (e) reading and disposal of any unapproved minutes; (f) reports of officers; (g) reports of committees; (h) appointment of election supervisors; (i) determination of number of Directors to be elected and the candidates for the Board; (j) election of Directors; (k) unfinished business; (l) new business; and (m) adjournment.

6.15 **Actions Which Required the Approval of Members:** Notwithstanding any other provision in any of the Subdivision Documents to the contrary, the following actions require approval by the Members, as set forth below, and may not be taken by the Association acting alone:

(a) Except as hereinafter provided, the following may be effectuated only upon approval of the Board of Directors and the approval of the Members (said approval to be by the vote of at least **two-thirds** of the Voting Interests present in person or by proxy at an annual or special meeting of the Members): (i) the sale, conveyance, transfer, abandonment, partition, subdivision, alienation, release, mortgage, or other encumbrance of any portion of the Common Areas or any other real property owned by the Association; (ii) the purchase or acquisition of additional real property by the Association; and (iii) the acquisition of any recreation lease, membership, or other possessory or use interest in lands or facilities. The foregoing sentence shall not, however, apply to and shall not be a limitation on the Association's right and power to take any of the following actions, and the Association, through its Board, without the approval or joinder of any Member,

has the limited right and power to: (i) convey a portion of the Common Areas to any condemning authority for the purposes of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings; (ii) grant such easements over, across, or under the Common Areas as are reasonably necessary or appropriate for the Operation of the Community in a manner consistent with the provisions of the Declaration; and (iii) purchase a Parcel at a foreclosure sale resulting from the Association's foreclosure of its lien for unpaid Assessments or to take title by deed in lieu of foreclosure and to subsequently hold, lease, mortgage, sell, and convey the Parcel.

(b) Since commencement of legal action by the Association can be extremely costly, it should not be commenced without the concurrence of a substantial number of the Members. In view of the foregoing, the Association shall not file or commence, and is hereby divested of the authority to file or commence, any lawsuit or other legal action against any party involving amounts in controversy in excess of \$100,000.00 without the prior affirmative approval of a majority of the Voting Interests at a meeting of the Members at which a quorum has been attained. The limitations set forth in this paragraph shall not apply to lawsuits filed or commenced: (i) against an Owner to collect Assessments or any other sums due pursuant to any Subdivision Document or to foreclose any lien; or (ii) against an Owner to enforce the provisions of the Declaration or any of the other Subdivision Documents; or (iii) against the Developer.

ARTICLE VII

DIRECTORS

- 7.1 **Number of Directors.** The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. After the Turnover Meeting, the Board may be composed of any odd number of Directors that the Owners may decide. The number of Directors, however, shall never be less than three.
- 7.2 **Eligibility Requirements for Directors.** A Director must be a natural person who is 18 years of age or older. A Director need not be a resident of the State of Florida nor a Member of the Association. However, other than those selected by the Developer, Directors must be one of the following: an individual Owner, a grantor or a trustee of an Owner which is a trust, an officer of an Owner which is a corporation, a partner of an Owner which is a partnership, a manager or managing member of an Owner which is a limited liability company, or other authorized person of other legal entities owning a Parcel. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet these requirements.
- 7.3 **Function.** All corporate powers shall be exercised by, or under the authority of, and the business and affairs of the Association shall be managed under the direction of, the Board of Directors of the Association; provided, however, certain matters specified in the Declaration and these Bylaws shall be considered as authorized only after approval by the Members. The Board may make appropriate delegations of authority to the officers, and, to the extent permitted by law and these Bylaws, by appropriate resolution, the Board may authorize one or more committees to act on its behalf.
- 7.4 **Duties; Liability.** A Director shall be expected to attend all meetings of the Board and of any committee of the Board to which the Director has been appointed. A Director shall perform his duties as a Director, including his duties as a member of any committee of the Board upon which the Director may serve, in good faith, in a manner the Director reasonably believes to be in the best interests of the Association, and with such care as an ordinarily prudent person in a like position would use under similar circumstances. In perform his duties, a Director may rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (a) one or more officers or employees of the Association whom the Director reasonably believes to be

reliable and competent in the matters presented; (b) legal counsel, public accountants, or other persons as to matters which the Director reasonably believes to be within such person's professional or expert competence; or (c) a committee of the Board of Directors of which he is not a member, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence. A Director shall not be considered to be acting in good faith if he has knowledge concerning the matter in question that would cause such reliance described above to be unwarranted. A Director who performs his duties in compliance with this section shall have no liability by reason of being or having been a Director of the Association.

- 7.5 **Election of Directors.** The first election of Directors shall not be held until the Turnover Meeting. Any vacancy on the Board occurring before the Turnover Meeting shall be filled by the Developer. Subsequent to the Turnover Meeting, the Directors entitled to be elected by the Members other than the Developer shall be elected at the annual meeting of the Members. In order to be eligible to be placed on the election ballot, any Member or other eligible person desiring to be a candidate for the Board must give written notice of his desire to be a candidate for the Board, which notice must be signed by such person and delivered (a) before the meeting (the "election meeting"), in which the election of Directors is to be held, to the Secretary of the Association; or (b) at the election meeting, but prior to the commencement of the election of Directors, to the chairman of the meeting. The Directors shall be elected by secret written ballot or voting machine. No Voting Representative may cast more than one vote per Parcel for any candidate; it being the intent that casting ballots in the election of Directors shall be non-cumulative. The candidates receiving the highest number of votes cast shall be declared elected. The Board may adopt administrative rules establishing voting procedures consistent with these Bylaws.
- 7.6 **No Election Required.** Notwithstanding the foregoing, if the number of vacancies on the Board of Directors equals or exceeds the number of eligible candidates, no election of Directors is required. In this event, the Association shall announce the eligible candidates as the new Directors at the election meeting and all such eligible candidates shall take office as Directors immediately following the adjournment of the election meeting.
- 7.7 **Term of Office.** Each person named in the Articles of Incorporation as a member of the initial Board of Directors shall hold office until the Turnover Meeting, unless sooner removed by the Developer. Each Director elected by the Members shall take office immediately upon the adjournment of the meeting in which he was elected and shall hold office until the next annual meeting of the Members and thereafter until his successor has been elected and qualified, or until his earlier resignation, disqualification, removal from office or death. However, in order to provide a continuity of experience, at any annual meeting of the Members held after the Turnover Meeting, the Members may vote to create classes of directorships having a term of one, two, or three years, so that a system of staggered terms will be initiated. There shall be no limitation on the number of terms a Director can serve.
- 7.8 **Resignation.** Any Director may resign from the Board at any time by mailing or hand delivering a written notice of resignation to the Board of Directors or to the Association. The resignation shall be effective on the receipt of the notice by the Board of Directors or the Association, unless the notice specifies a later effective date. Acceptance of a resignation shall not be required to make it effective.
- 7.9 **Removal of a Director By Members.** Any Director elected by the Members may be recalled and removed from office with or without cause by the affirmative vote of a majority of the Total Voting Interests, either at a meeting of Members or by an agreement in writing or by written ballot without a membership meeting; in accordance with Section 720.303(10)

of the Florida Statutes, or any successor to this provision. The proposed removal of a Director at a meeting shall require a separate vote for each Director sought to be removed. Where removal is sought by written agreement, a separate agreement is required for each Director to be removed. If removal is effected at a meeting, any vacancies created thereby shall be filled by the Members at the same meeting. Any Director who is removed from the Board shall not be eligible to stand for reelection until the next annual meeting of the Members. Any Director removed from office shall turn over to the Board within five full business days any and all records and property of the Association in his possession or control. The provisions of this section shall not be applicable to any Director appointed by the Developer.

- 7.10 **Vacancies.** Any vacancy occurring on the Board of Directors before the expiration of a term may be filled by the affirmative vote of the majority of the remaining Directors, even though the remaining Directors constitute less than a quorum of the Board, or by the sole remaining Director, as the case may be, or, if the vacancy is not so filled or if no Director remains, by the Members; except: (a) any vacancy created by the resignation, death or removal of a Director appointed by the Developer shall be filled by the Developer; and (b) any vacancy resulting from the recall and removal of a Director by the Members, when a majority or more of the Directors are removed, shall be filled by a majority vote of the Members. In the alternative, the Board of Directors may, in its discretion, call a special meeting of the Members for the election of Directors by the Members to fill the vacancy. A Director appointed or elected to fill a vacancy under this section shall hold office as a Director for the remainder of the unexpired term of the Director he is replacing. Any directorship to be filled by reason of an increase in the number of Directors may be filled by the Board of Directors, but only for a term of office continuing until the next election of Directors by the Members.
- 7.11 **Executive Committee.** The Board of Directors, by resolution adopted by a majority of the full Board, may designate and appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Association during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (a) determine the Assessments payable by the Owners to meet the Operating Expenses of the Association; (b) adopt or amend rules and regulations covering the details of the operation and use of the Common Facilities and other Common Areas; (c) purchase, lease, or otherwise acquire Parcels within the Community in the name of the Association; (d) approve or recommend to Members any action or proposal required by law or any of the Subdivision Documents to be approved by Owners/Members; or (e) fill vacancies on the Board of Directors or any committee thereof. Meetings of the executive committee shall be open to Members and shall be noticed in the same manner as a regular Board meeting.
- 7.12 **Compensation.** A Director shall serve as a Director without pay or other compensation for his services, but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of his duties. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude the Association from contracting with a Director for the management of the Community.

ARTICLE VIII **BOARD MEETINGS**

- 8.1 **Organizational Meeting.** The organizational meeting of a newly elected Board of Directors shall be held without notice immediately after the adjournment of the annual meeting of the Members, provided a quorum of Directors is present. If a quorum of Directors is not present,

the organizational meeting shall be held as soon thereafter as may be practical on notice as provided below for a special meeting of the Board.

- 8.2 **Regular Meetings.** The Board may, by resolution, establish a schedule of regular meetings of the Board to be held at a time and place as the Board shall determine from time to time.
- 8.3 **Special Meetings.** Special meetings of the Board may be called at any time for any purpose by the President or Vice President or any two Directors.
- 8.4 **Notices of Board Meetings.** Notices of regular and special meetings of the Board shall be given in accordance with this section, unless other provisions of these Bylaws shall specifically otherwise allow or require in certain circumstances. If a Director does not furnish a mailing address, fax number, e-mail address or other electronic mailing address to the Association for notice purposes, no notice of the Board meeting shall be required to be given to such Director. The notice shall be given in the manner set forth above in Article V by or at the direction of the President, the Secretary, or other person calling the meeting. Payment of postage for any notice, by whomever called, shall be an obligation of the Association.

(a) **Notice of a Regular Meeting.** Regular meetings of the Board may be held without notice of the date, time, place, or purpose of the meeting.

(b) **Notice of a Special Meeting; Generally.** Except as modified by the specific requirements for special kinds of meetings of the Board as set forth in these Bylaws, notice of a special Board meeting generally shall be in writing and shall state the date, time, place and purpose of the meeting. The notice shall be given to each Director by U.S. first class mail at least 5 days before the meeting or by telephone, personal delivery, fax, e-mail, or other form of Electronic Transmission at least 2 days before the meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given.

(c) **Posting of Notices.** Additionally, a notice of each Board meeting, whether regular or special, shall be posted in one or more conspicuous places within the Community designated by the Board for such purpose at least 48 hours before the meeting, except in an emergency. The notice shall state the date, time and place of the meeting and, in the case of a special meeting, the purposes of the meeting. The Board shall by duly adopted rule designate a specific location or locations within the Community upon which all notices of Board meetings shall be posted. In the alternative, if notice of the Board meeting is not posted in a conspicuous place within the Community, a notice of the Board meeting shall be given to each Member at least seven days before the meeting, except in an emergency.

(d) **Meeting to Adopt Budget or Consider Assessments.** If a proposed Budget for the Association will be considered for adoption by the Board at a meeting, at least **14 days** before such meeting, the Association shall give to each Director and each Member a written notice of the date, time and place of such meeting and a copy of the proposed Budget or a written notice that a copy of the proposed Budget is available upon request at no charge. An Assessment may not be levied at a Board meeting unless the notice of the meeting given to the Directors and posted as required above includes a statement that Assessments will be considered and the nature of the Assessments. Further, written notice of any meeting at which Special Assessments will be considered must be given to each Member and posted conspicuously within the Community not less than **fourteen (14)** days before the meeting.

(e) **Meeting to Consider Changes to Use Restrictions.** A written notice of any meeting at which amendments to the provisions governing use of a Parcel will be considered must be given to each Member and posted conspicuously within the Community not less than **fourteen (14)** days before the meeting.

- 8.5 **Place of Meetings.** Meetings of the Board shall be held at the Association's principal office or at such other place as the Board may from time to time designate.
- 8.6 **Waiver of Notice.** Notice of a Board meeting need not be given to any Director who signs a written waiver of notice of the meeting either before, at, or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the date, time and place of the meeting or the manner in which it was called or convened, except when the Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting was not properly called or convened. Neither the business transacted at, nor the purpose of, the meeting need be specified in the waiver of notice.
- 8.7 **Quorum; Voting; Acts Approved by Majority.** A quorum at any Board meeting shall consist of a majority of the entire Board of Directors. Each Director present at the meeting shall be entitled to one (1) vote on each matter submitted to a vote of the Directors. Directors may not vote by proxy or by secret ballot at any Board meeting, except that officers may be elected by secret ballot. If a quorum is present when a vote is taken, an act approved by a majority vote of the Directors present at the Board meeting shall constitute the act of the Board of Directors, except when approval by a greater number of Directors is required by the Articles of Incorporation or these Bylaws.
- 8.8 **No Proxy.** Directors may not vote by proxy at any Board meeting.
- 8.9 **Presumed Assent.** A Director who is present at any meeting of the Board or a committee of the Board when the corporate action is taken is deemed to have assented to the action taken unless: (a) he objects, at the beginning of the meeting or promptly upon his arrival, to holding the meeting or transacting specified affairs at the meeting; or (b) he votes against the action or expressly abstains from voting on the action because of an asserted conflict of interest.
- 8.10 **Subsequent Agreement or Disagreement by Absent Director.** A Director may submit in writing his agreement or disagreement with any action taken at a Board meeting that the Director did not attend; however, this may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.
- 8.11 **Attendance by Telephone Conference.** The Board may permit any or all Directors to participate in a regular or special Board meeting by, or conduct the meeting through the use of, a telephone conference or any other means of communication by which all Directors participating may simultaneously hear each other during the meeting and by which all Members present at the meeting may hear all of the Directors participating in the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting and may be counted toward obtaining a quorum and may vote by telephone or such other means of communication.
- 8.12 **Meetings Open to Members.** All meetings of the Board of Directors, at which a quorum of the Directors is present, shall be open to all Members to attend and observe, except for any meeting between the Board and its attorney with respect to (i) the discussion of any personnel matters, or (ii) proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. The requirement that Board meetings be open to the Members shall not prohibit the Board from acting by written consent as provided below. No Member shall have the right to speak at any Board meeting, except a Member shall have the right to speak on any matter placed on the agenda by petition of the Members. The Board may adopt written reasonable rules governing the frequency, duration, and other manner of any Member's statements, provided such rules are consistent with

applicable law. Any Member may tape record or videotape a Board meeting, subject to reasonable rules adopted by the Board of Directors.

- 8.13 **Adjourned Meetings.** A majority of the Directors present at any Board meeting may, whether or not a quorum exists, adjourn the meeting to another date, time or place. Notice of any such adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the date, time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors in the same manner as set forth above.
- 8.14 **Minutes of Meetings.** All actions of the Board shall be recorded in minutes. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting shall be recorded in the minutes. The minutes shall be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection at all reasonable times by any Member, an authorized representative of any Member, or any Director. The Association shall retain these minutes for a period of not less than seven years. Members and their authorized representatives shall have the right to make or obtain copies of these minutes, at the reasonable expense of the Member.
- 8.15 **Order of Business.** The Directors present at the meeting shall designate any one of them to preside as the chairman of the meeting. Unless otherwise determined by the Directors present at the meeting, the order of business at a Board meeting shall be: (a) calling of roll; (b) proof of notice of meeting or waiver of notice; (c) reading and disposal of any unapproved minutes; (d) reports of officers and committees; (e) unfinished business; (f) new business; and (g) adjournment.
- 8.16 **Action By Directors Without a Meeting.** Any action required or permitted by law or any of the Subdivision Documents to be taken at a Board meeting, may be taken instead without a meeting, without prior notice and without a vote, if the action taken is evidenced by one or more written consents, describing the action taken, dated and signed by all of the Directors. Action taken under this section is effective when the last Director signs the consent, unless the consent specifies a different effective date. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association. A written consent or revocation shall be delivered to the Association by delivery to its principal office in Florida, or to its principal place of business, or to the Secretary or other officer or agent of the Association having custody of the book in which proceedings of Board meetings are recorded.

ARTICLE IX **COMMITTEES**

- 9.1 **Function.** Except where specifically delegated with authority to act, committees shall serve in an advisory capacity to the Board, and shall make specific recommendations to the Board regarding those aspects of the business and affairs of the Association to which they have been delegated responsibility. The Design Review Committee shall have the authority set forth in the Declaration and such further authority as may be delegated by the Board from time to time.
- 9.2 **Types of Committees.** There may be a Design Review Committee. The Board, by resolution adopted by a majority of the entire Board, may appoint such other standing committees or ad hoc committees as it deems necessary or advisable from time to time.

- 9.3 **Committee Powers.** Any committee shall have and may exercise all the authority granted to it by the Board, except that no committee shall have the authority to: (a) determine the Assessments payable by the Owners to meet the Operating Expenses of the Association; (b) adopt or amend rules and regulations covering the details of the operation and use of the Common Facilities and other Common Areas; (c) purchase, lease, or otherwise acquire Parcels within the Community in the name of the Association; (d) approve or recommend to Members any action or proposal required by law or any of the Subdivision Documents to be approved by Owners/Members; (e) fill vacancies on the Board of Directors or any committee thereof; (f) amend or repeal any resolution of the Board; (g) act on matters committed by these Bylaws or resolution of the Board to another committee; or (h) make final decisions regarding the expenditure of the funds of the Association.
- 9.4 **Appointment of Committee Members.** The Board shall appoint committee members from among the Directors and Members and shall designate a chairman and secretary for each committee. The chairman of the Design Review Committee shall be a Director.
- 9.5 **Term.** The members of a committee may be appointed at any Board meeting. Each appointee shall take office on the day of appointment, unless the Board specifies a later date, and shall hold office until a successor shall have been appointed or until his earlier resignation, disqualification, removal from office, or death, or until such committee is terminated by the Board, whichever first occurs.
- 9.6 **Removal of Committee Members.** Any committee member may be removed from office at any time, with or without cause, by the Board.
- 9.7 **Resignation of Committee Members.** Any committee member may resign by delivering a written notice of such resignation to any officer of the Association. Such resignation shall be effective immediately upon delivery of such notice or at such later date as may be specified in the notice.
- 9.8 **Vacancies.** Any vacancy occurring in the membership of any committee shall be filled by the Board.
- 9.9 **Meetings; Place of Meetings.** Regular meetings of each standing committee shall be held as determined by the chairman of the committee. There shall be no regular meeting of any ad hoc committee unless established by the chairman of the committee. Special meetings of any committee may be called at any time by the President or Vice-President, by the chairman of the committee or by any two members thereof. Committee meetings shall be held at such place as the chairman of the committee may from time to time designate.
- 9.10 **Notice of Committee Meetings.** Written or oral notice stating the date, time and place of any regular or special meeting of the committee shall be given to each committee member by mail at least 7 days before the meeting or by telephone, fax, e-mail, or personal delivery at least 2 days before the meeting; provided, however, in the case of an emergency, only such notice as is reasonable under the circumstances need be given. The notice need not specify the business to be transacted at, nor the purposes of, the meeting.
- 9.11 **Waiver of Notice.** Notice of a committee meeting need not be given to any committee member who signs a written waiver of notice of the meeting, either before, at, or after the meeting. Attendance of a committee member at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the date, time and place of the meeting or the manner in which it was called or convened, except when the committee

member states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting was not properly called or convened. Neither the business transacted at, nor the purpose of, the meeting need be specified in the waiver of notice.

- 9.12 **Quorum; Voting; Acts Approved by Majority; Minutes.** A quorum at any committee meeting shall consist of a majority of the members of the entire committee. Each committee member present at the meeting shall be entitled to one (1) vote on each matter submitted to a vote of the committee members. Committee members may not vote by proxy or by secret ballot at any committee meeting. If a quorum is present when a vote is taken, an act approved by a majority vote of the committee members present at the committee meeting shall constitute the act of the committee, unless a greater number is required by resolution of the Board. All actions of the committee shall be recorded in minutes, which shall be maintained in written form.
- 9.13 **Meeting by Telephone Conference.** Any or all committee members may participate in a committee meeting by, and any committee meeting may be conducted through the use of, a telephone conference or any other means of communication by which all participating committee members may simultaneously hear each other during the meeting and by which all Members present at the meeting may hear each committee members participating in the meeting. A committee member participating in a meeting by this means is deemed to be present in person at the meeting and may be counted toward obtaining a quorum and may vote by telephone or such other means of communication.
- 9.14 **Action Without a Meeting.** Any action required or permitted to be taken at a committee meeting, may be taken instead without a meeting, without prior notice and without a vote, if the action taken is evidenced by one or more written consents, describing the action taken, dated and signed by all of the committee members. Action taken under this section is effective when the last committee member signs the consent, unless the consent specifies a different effective date. Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association. A written consent or revocation shall be delivered to the Association by delivery to its principal office in Florida, or to its principal place of business, or to the Secretary or other officer or agent of the Association having custody of the book in which proceedings of Board meetings are recorded.
- 9.15 **Design Review Committee Meetings.** Notwithstanding the provisions of this article, all meetings of the Design Review Committee shall be noticed and conducted in the same manner as a meeting of the Board.

ARTICLE X **OFFICERS**

- 10.1 **Officers.** The officers of the Association shall consist of: a President, who shall be a Director; one or more Vice Presidents (as determined to be necessary by the Board), who shall be a Director; a Treasurer; and a Secretary. The Board of Directors from time to time shall elect other officers and designate their powers and duties as the Board shall find to be necessary or advisable to manage the affairs of the Association.
- 10.2 **Election of Officers; Term.** As soon as practical after each annual meeting of the Members, the Board of Directors shall elect the officers of the Association to serve for the ensuing year. A person may simultaneously hold more than one office, except that the office of

President and Vice-President shall not be held by the same person. Each officer shall hold office until his or her successor shall have been elected and qualified or until his or her sooner resignation, disqualification, removal from office, or death.

- 10.3 **Removal From Office; Resignation; Vacancies.** Any officer may be removed at any time by the Board of Directors with or without cause by a vote of a majority of all of the Directors. Any officer may resign such office at any time by delivering a written notice of such resignation to any Director. Such resignation shall be effective immediately upon delivery of the notice or at such later date as may be specified in the notice. Any vacancy, however occurring, in any office, may be filled by the Board.
- 10.4 **President.** The President shall be the chief executive officer of the Association, having general overall supervision of the day-to-day business affairs of the Association, subject to the direction of the Board. The President shall have all of the powers and duties that are usually vested in the office of president of a corporation and shall exercise those other powers and perform those other duties as shall be prescribed by the Board from time to time. The President shall execute any deeds, mortgages, contracts or other instruments which are duly authorized by the Board to be executed, except where the same is required by law to be otherwise executed and except where the execution thereof shall be expressly delegated by the Board to some other officer or agent of the Association. The President shall preside at all meetings of the Board and the Members.
- 10.5 **Vice President.** Any Vice President may exercise the powers and perform the duties of the President in the absence or disability of the President. The Vice President shall have all of the powers and duties that usually are vested in the office of vice president of a corporation. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Board from time to time.
- 10.6 **Secretary.** The Secretary shall: (a) prepare the minutes of all meetings of the Board and of the Members; (b) have the primary responsibility, but not the exclusive right, to give all notices to the Members, Directors and committee members, and other notices required by law or these Bylaws; (c) have custody of the corporate seal of the Association and affix it to instruments requiring the seal when duly signed; (d) have custody of and maintain all of the corporate records of the Association, except those maintained by the Treasurer; (e) have the authority to authenticate records of the Association; and (f) perform all other duties incident to the office of the secretary of a corporation and such other duties as may be required by the Board or the President from time to time. The Secretary may attest to any agreement or other document on behalf of the Association, but such attestation is not required.
- 10.7 **Treasurer.** The Treasurer shall: (a) have custody of all Association funds, securities, and evidences of indebtedness; (b) promptly deposit all monies and other valuable property of the Association in the name of and to the credit of the Association in such depositories as may be designated by the Board from time to time; (c) have custody of the financial records for the Association; (d) keep full and accurate records of the receipts and disbursements of the Association and maintain the financial records in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times; (e) submit a treasurer's report to the Board at reasonable intervals; and (f) perform all other duties incident to the office of the treasurer of a corporation and such other duties as may be required by the Board or the President from time to time. The Treasurer shall also collect the Assessments and give status reports to potential transferees of Parcels.

- 10.8 **Compensation.** The compensation, if any, of all officers and other employees of the Association shall be fixed by the Board of Directors.

ARTICLE XI
OFFICIAL RECORDS AND FINANCES

- 11.1 **Official Records.** The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (a) A copy of any plans, specifications, permits and warranties related to improvements constructed on the Common Areas and other property that the Association is obligated to maintain, repair or replace.
- (b) A copy of the recorded Declaration including all amendments thereto.
- (c) A copy of the Bylaws of the Association including all amendments thereto.
- (d) A copy of the Articles of Incorporation of the Association including all amendments thereto.
- (e) A copy of the current Rules, if any, of the Association.
- (f) A book or books containing the minutes of all meetings of the Members and of the Board of Directors and all written consents to actions taken by the Members or Board without a meeting, which minutes and written consents shall be retained for at least seven years.
- (g) A current roster of all Members and Voting Representatives, and their mailing addresses, Parcel identifications, voting certificates, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Parcel's ownership.
- (h) The electronic mailing addresses and the numbers designated by Members for receiving notice sent by Electronic Transmission of those Members consenting to receive notice by Electronic Transmission. The electronic mailing addresses and numbers provided by such Members shall be removed from the Association's records when consent to receive notice by Electronic Transmission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving Electronic Transmission of notices.
- (i) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven years.
- (j) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be kept for a period of one year.
- (k) The financial and accounting records of the Association.
- (l) A copy of the disclosure summary described in Section 720.401(1) of the Florida Statutes.
- (m) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

- 11.2 **Financial and Accounting Records.** The financial and accounting records of the Association, which shall be maintained for a period of at least seven years, shall include, but are not limited to: (a) accurate, itemized and detailed records of all receipts and expenditures; (b) a current account and a periodic statement of the account for each Parcel, designating the name and current address of each Owner, the due date and amount of each Assessment or other charge against the Owners, the date and amount of each payment on the account, and the balance due; (c) all tax returns, financial statements, and financial reports of the Association; and (d) any other records that identify, measure, record, or communicate financial information. The financial and accounting records shall be maintained in accordance with good accounting practices.
- 11.3 **Financial Reporting.** Within 60 days after the end of each fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, an annual financial report. The financial report must consist of either: (a) financial statements presented in conformity with generally accepted accounting principles; or (b) a financial report of actual receipts and expenditures, prepared on a cash basis, which report shall show the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The form of the financial report shall be as required by Section 720.303(7) of the Florida Statutes, or any successor to this provision. The Association shall give to each Member either a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member.
- 11.4 **Records Open To Inspection and Copying.** The official records of the Association shall be maintained within the State of Florida and shall be open to inspection and available for photocopying by any Owner or the Owner's authorized representative at all reasonable times and places within 10 business days after receipt of a written request for access to such records. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Board may from time to time adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections, provided such rules are not inconsistent with Section 720.303(5)(c), Florida Statutes, or other applicable law. The Association may impose fees to cover the costs of providing copies of the official records, including without limitation the costs of copying, provided such charges are consistent with Section 720.303(5)(c), Florida Statutes, or other applicable law.

The Association shall maintain within the Community an adequate number of copies of the Declaration, Articles of Incorporation, Bylaws, and other Subdivision Documents, and all amendments to each of the foregoing, to ensure their availability to Members and prospective members, and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

The foregoing shall not apply to any records of the Association which are not accessible to the Members by law, including without limitation: (a) any record protected by the lawyer-client privilege or by the work-product privilege; (b) any information obtained by the Association in connection with the approval of a lease, sale or other transfer of a Parcel; (c) disciplinary, health, insurance, and personnel records of the Association's employees; and (d) any medical records of Members or residents in the Community.

The failure of the Association to provide access to the records as required herein may subject the Association to damages.

- 11.5 **Bank Accounts.** All funds collected or received by the Association shall be deposited from time to time to the credit of the Association in one or more banks, savings and loan associations or other depositories located in the State of Florida as the Board may designate, upon such terms and conditions as the Board shall determine, from time to time. The Board

may from time to time authorize the opening and keeping, with any depository as it may designate, of general and special bank accounts and may make special rules and regulations with respect thereto, as it may deem necessary. The authorized signers on all depository accounts shall be the President, Vice President, Treasurer, or such other officers or persons as the Board may from time to time designate.

- 11.6 **Reserve Accounts/Use of Reserve Funds.** Funds reserved pursuant to a Budget, and any interest accruing thereon, shall remain in the reserve account or accounts, and shall be used only for the purposes for which they were reserved, unless their use for another purpose is approved in advance by a majority vote of the Voting Interests at a duly called meeting of the Members.
- 11.7 **Commingling of Reserve Funds With Operating Funds.** Reserve and operating funds of the Association shall not be commingled prior to the Turnover Meeting, except the Association may jointly invest reserve funds; however, such jointly invested funds shall be accounted for separately.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

- 12.1 **Liability of Directors.** A Director shall not be personally liable for monetary damages to the Association or any other person for any statement, vote, decision, or failure to act, regarding corporate management or policy, by the Director, unless: (a) the Director breached or failed to perform his duties as a Director; and (b) the Director's breach of, or failure to perform, those duties constitutes: (i) a violation of a criminal law (unless the Director had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful); or (ii) a transaction from which the Director derived an improper personal benefit, either directly or indirectly; or (iii) a circumstances under which the liability provisions of Section 607.0834 are applicable (re liability for unlawful distributions); or (iv) in a proceeding by or in the right of the corporation to procure a judgment in its favor or by or in the right of a Member, conscious disregard for the best interest of the Association or wilful misconduct; or (v) in a proceeding by or in the right of someone other than the Association or a Member, recklessness or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and wilful disregard of human rights, safety, or property. This section is intended to follow the provisions of Section 607.0831 of the Florida Statutes and shall be interpreted and construed in accordance with this statutory section.
- 12.2 **Indemnification of Officers and Directors.** The Association shall indemnify any person who was or is a party, or is threaten to be made a party, to any proceeding (other than an action brought by the Association), by reason of the fact that he is or was an officer or Director of the Association, against all expenses (including reasonable attorneys' fees), and all liability (including all judgments, penalties, fines, and amounts paid in settlement), actually and reasonably incurred by him in connection with such proceeding, including any appeal thereof, to the fullest extent authorized under Section 607.0850 of the Florida Statutes, as amended from time to time. The officer or Director shall not be indemnified if adjudged guilty of gross negligence or willful misconduct or if he or she shall have breached the fiduciary duty to the Members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. Expenses (including attorneys' fees) incurred by an officer or Director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such Director or officer to repay such amount if he is ultimately found not to be entitled to

indemnification by the Association as authorized in this Section. The indemnification and advancement of expenses provided by this section shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the Members or disinterested Directors, or otherwise, both as to actions in his official capacity and as to actions in another capacity while holding such position and shall continue as to a person who has ceased to be a Director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

- 12.3 **Liability Insurance.** Upon a majority vote of the Board, the Association may purchase and maintain insurance on behalf of any person who is or was a Director or officer of the Association, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association is obligated to indemnify him against such liability under the provisions of this Article.

ARTICLE XIII **AMENDMENTS**

Amendments to these Bylaws shall be proposed and adopted as set forth in the Declaration and in the following manner:

- 13.1 **Limitation.** No amendment to these Bylaws shall be made that is in conflict with applicable law, the Articles of Incorporation, or the Declaration, nor shall any amendment abridge, alter, or amend the rights of the Developer without its consent.
- 13.2 **Recording.** A copy of each amendment shall be attached to or included in a certificate certifying that the amendment was duly adopted as an amendment of the Bylaws. The certificate shall, on the first page thereof, identify the book and page of the public records where the Declaration is recorded, and shall be executed by the President or Vice President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Polk County, Florida.
- 13.3 **Format.** No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended. New words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "SUBSTANTIAL REWORDING OF BYLAW. SEE BYLAW NUMBER FOR PRESENT TEXT."

ARTICLE XIV **MISCELLANEOUS**

- 14.1 **Priority In Case of Conflict:** In the event of conflict between or among the provisions of any of the following, the order of priorities shall be, from highest priority to lowest: (a) the Declaration; (b) the Articles of Incorporation; and (c) these Bylaws.
- 14.2 **Member's Liability Survives Membership Termination:** Termination of membership in the Association shall not relieve or release a former Member from any liability or obligation incurred with respect to the Community during the period of membership, nor impair any

rights or remedies that the Association may have against the former Member arising out of membership and his or her covenants and obligations incident to that membership.

- 14.3 **Parliamentary Rules:** ROBERT'S RULES OF ORDER (latest edition) shall govern the conduct of any Association's meeting when not in conflict with applicable law, the Declaration, the Articles of Incorporation, or these Bylaws.
- 14.4 **Headings:** The article and section headings contained in these Bylaws are for reference purposes only and shall not affect the meaning or interpretation of these Bylaws.
- 14.5 **Singular, Plural, Gender:** Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.
- 14.6 **Severability:** If any provision of these Bylaws as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder and the application of any such provision, paragraph, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

SIGNATURES ON FOLLOWING PAGE

CERTIFICATE

This is to certify that we are the President and the Secretary of **Orleans Homeowners' Association, Inc.**, a Florida not for profit corporation, and that the foregoing were duly adopted by the Board of Directors as the Bylaws of **Orleans Homeowners' Association, Inc.**, on 2-23, 2022.

Orleans Homeowners' Association, Inc.

By: _____

John Touchton, as its President

Attested: _____

By: _____

E. Luis Campaño, as its Secretary