

The following pages are the covenants, conditions, restrictions, etc. for:

Adamstown I Condominium, Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

1980 OCT 21 AM 11:57

DECLARATION OF CONDOMINIUM

OF

ADAMSTOWN I CONDOMINIUM

OF WINTER HAVEN

This is a Residential Condominium and pursuant to Chapter 718 of the Florida Statutes of 1979, Carlton D. Hodges, the under- signed owner and developer does hereby submit the fee simple owner- ship of the following described real estate and improvements thereon to condominium ownership:

Lots 8 through 14, inclusive, and the West 1/2 of Lot 7 in Block 3 of ORANGEWOOD ADDITION, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 14, Page 13.

Subject to an Easement in favor of Tampa Electric Company for the purpose of supplying utilities to the Condominium property, said easement being dated August 15, 1980, filed September 2, 1980, recorded in O. R. Book 1963, page 2182, public records of Polk County, Florida.

1. NAME: The name by which this condominium property shall be known and identified is ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN, and its address is 1850 through 1888 Avenue "Q", SW, Winter Haven, Florida.

2. IMPROVEMENTS - GENERAL DESCRIPTION:

2.1 STRUCTURAL IMPROVEMENTS: The condominium consists of four unattached buildings. Building #1 consists of condominium units A-1, B-2, C-3, and D-4. Building #2 consists of condominium units A-5, B-6, C-7, D-8, A-9 and B-10. Building #3 consists of condominium units A-11, B-12, C-13, D-14, A-15, and B-16. Building #4 consists of condominium units A-17, B-18, C-19, and D-20. Each condominium unit has two floors with a living room and a kitchen dining area on the first floor and two bedrooms and one bath on the second floor. See Exhibit "A", Pages 1 through 4, attached.

2.2 OTHER IMPROVEMENTS: The condominium includes lawn, landscaping, asphalt drive, parking areas and walkways as located substantially as shown on the plans and which are a part of the common elements.

2.3 PLOT PLANS: Plot plans showing the location, elevation and the dimensions of each unit and the location and dimensions of the common elements are attached as Exhibit A, Sheets 1 through 4.

2.4 SURVEYOR'S CERTIFICATE: This condominium is not substantially completed at the recording of this Declaration of Condominium and a Certificate of Surveyor pursuant to Florida Statutes Section 718.104(e) of 1979 will be recorded upon substantial completion of construction. A certificate may be recorded upon the substantial completion of each separate building.

2.5 UNIT BOUNDARIES: A unit shall consist of a space bounded by (1) a vertical projection of the respective unit boundary lines shown in Exhibit A and any amendments thereto representing the inside unpainted surface of outside finished wall, (2) the center of party walls, (3) the bottom of the slab on which the

Condominium Map Exhibits showing Adamstown I filed in Condominium Plat Book 5, Pages 8, 9 and 10 this 21st day of October, 1980.

This Instrument Was Prepared By

JAMES J. TRAVIS - 6 OF WHEELER, TRAVIS & FLOYD, P.A. P. O. Box 1396, Winter Haven, Fla. 33880

WHEELER, TRAVIS & FLOYD, P.A. ATTORNEYS AT LAW POST OFFICE BOX 1396 WINTER HAVEN, FLORIDA 33880

4004

unit is built, and (4) the underside of the roof sheating, and shall include any porches, stoops or other projecting integral parts of the unit which have been designed for the exclusive use of the unit.

(a) All air conditioners, including compressors which are used exclusively by a unit shall be considered a part of said unit.

2.6 SINGLE FAMILY RESIDENCE: No more than one family may reside in any one unit of this condominium.

3. PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND THE SHARING OF COMMON EXPENSES: Each unit shall have appurtenant to it an undivided 1/20th share in the common elements and the common surplus and shall share in the same proportion of common expenses. See Exhibit "A", Page 4, Attached.

3.1 COMMON ELEMENTS: Common elements means that portion of the condominium property which is not included in the units.

3.2 PARKING SPACES: Parking spaces shall not be assigned and shall be considered common elements.

4. ASSOCIATION: The operation of the condominium shall be by a corporation not-for-profit under the laws of Florida.

4.1 NAME: The name of the corporation not-for-profit shall be ADAMSTOWN I OF WINTER HAVEN, INC.

4.2 ARTICLES OF INCORPORATION: A copy of the Articles of Incorporation of the association are attached hereto and marked Exhibit B.

4.3 BY-LAWS: A copy of the By-Laws of the Association are attached hereto and marked Exhibit C.

4.4 MEMBERSHIP: All unit owners shall automatically become members of the Adamstown I of Winter Haven, Inc., a non-profit Florida corporation, which has the responsibility for the operation of the condominium. The membership in this Association of any unit owner shall terminate when he transfers his interest in said unit and the new unit owner of said interest shall automatically become entitled to membership in the association.

4.5 VOTING: The owners of each unit shall collectively be entitled to one vote in accordance with the voting privileges set forth in the By-Laws of the Association.

5. ASSESSMENTS: The making and collecting of assessments against unit owners for common expenses shall be pursuant to the By-Laws and subject to the following provisions;

5.1 INTEREST AND ATTORNEYS FEES: Assessments and installments on assessments which are not paid within fifteen (15) days after the date first due shall bear interest at the rate of ten per cent (10%) per annum from the date when due until paid. Payment shall be applied first to interest and then to the assessment. The lien for unpaid assessments shall secure reasonable attorneys fees incident to the collection of an assessment or enforcement of the lien.

5.2 The developer will pay all of the common expenses until October 1, 1980. Subsequent to that date all common expenses shall be allocated equally to each of the units which have been substantially completed. The owner of each unit, including the Developer, shall begin paying monthly assessments to the Association upon substantial completion of the unit.

6. EASEMENTS: Easements are reserved through the condominium property as may be required for utility purposes in order to serve the condominium adequately; provided, however, such easements through an apartment shall be only according to the plans and specifications or as the building is constructed unless approved in writing by said apartment owner.

7. INSURANCE: Insurance policies upon the condominium property, including that portion of any unit which is part of the structure of the building, shall be purchased by the association for the benefit of the association, condominium parcel owners and their mortgagees. All land, improvements thereon, and personal property within the condominium property shall be insured in an amount equal to the maximum insurable replacement value. Specifically excluded, however, is coverage of personal property, personal liability or living expenses of any unit owner. The board of directors may also contract for such public liability insurance as they deem necessary at the expense of the association.

7.1 PROCEEDS: Proceeds in the event of loss shall be payable to the Insurance Trustee who shall be a bank in the State of Florida with trust powers and who shall be designated by the Board of Directors of the Association. The Insurance Trustee shall hold the funds in trust for the benefit of the unit owners and mortgagees and for purposes set forth elsewhere in this instrument.

(a) Providing the proceeds are sufficient the Association shall engage a contractor to rebuild and restore the improvements. The Insurance Trustee shall disburse the funds to the Contractor or on behalf of the Association unit owners and mortgagees. The Trustee shall be entitled to his expenses and fees as agreed with the Association.

(b) If the proceeds are not sufficient to rebuild and restore the improvements a special assessment may be levied to obtain funds necessary for restoration. A majority of the unit owners must be in favor of an assessment for this purpose and subsequent to the majority vote an immediate assessment will be made and the funds delivered to the escrow agent.

(c) In the event a majority is not in favor of the assessment, the proceeds of the insurance shall be disbursed to the unit owners and their mortgagees pursuant to Paragraph 3 above and the condominium project terminated.

(d) Assessments shall be collected by the Association and deposited with the Insurance Trustee for disbursement.

(e) The Insurance Trustee shall pay any surplus funds to the unit owners and their mortgagees jointly.

(f) The Association shall be responsible for providing the Insurance Trustee with information and direction and the Trustee may rely on the Association.

8. RIGHTS OF DEVELOPER: The developer expressly reserves the right of ingress and egress over any and all of the common

elements and the condominium property generally for the purpose of construction and completion of all of the improvements set forth on Exhibit A attached. During construction the unit owners are prohibited from interfering with the construction of the balance of the condominium.

The Developer further reserves the right during construction to change the design of any unit so long as he owns said unit without the consent of any unit owners but shall file an amendment to the certificate executed by the developer indicating the change of design. The Developer reserves the right to have a sales office at the construction site until all units are sold together with a construction trailer so long as the condominium is under development.

9. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the units, the sale, leasing, rental and transfer of units by any owner other than the Developer shall be subject to the following provisions:

(a) Prior to the sale of any unit to any person other than the unit owner's spouse, the unit owner shall notify the Board of Directors of the association, in writing, of the name and address of the person to whom the proposed sale is to be made and such other reasonable information as may be required by the Board of Directors. Within ten (10) days, the Board of Directors shall either approve or disapprove the proposed sale, in writing, and shall notify the owner of its decision.

(b) In the event the board of directors fails to act or disapproves of the proposed transaction, then the owner who desires to sell shall provide the secretary of the association with a copy of the executed Sales Contract. The secretary shall promptly notify its members that the unit is proposed for sale together with the price and terms of the proposed sale and the Association and the members shall have first right over any non-members to purchase on the terms and conditions set forth in the copy of the unit owner's executed sales contract. If the Association or any unit owner does not present the selling unit owner with an acceptance of the price and terms set forth in the contract within fifteen (15) days of written notice to the secretary, then in that event, the selling member may complete the sale on the day and at the price and terms given in his notice and executed contract as furnished to the secretary. The association shall have priority over any member with respect to the purchase of any unit.

(c) Institutional mortgagees acquiring title to any unit either by foreclosure or voluntary conveyance to avoid foreclosure, shall be exempt from the provisions of Paragraphs (a) and (b). The developer shall also be exempt from said provisions on the initial sale by the Developer of each unit.

10. AMENDMENTS TO THE DECLARATION:

10.1 This Declaration may be amended at any time by an affirmative vote of the owners of not less than two-thirds of the units of this condominium.

10.2 PROPOSAL OF AMENDMENTS: Amendments may be proposed either by the Board of Directors of the Association or by any three (3) members at any duly called meeting of the Association.

10.3 EXECUTION AND RECORDING: An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted and

executed by the officers of the Association with the formalities of a deed. The Amendment shall become effective when the certificate and a copy of the Amendment are recorded in the public records of Polk County, Florida.

11. SEVERABILITY AND CONCLUSION: The invalidity in whole or in part of any section of this Declaration of Condominium, the Articles of Incorporation of the Association and the By-Laws of the Association shall not effect the validity of the remaining portions.

IN THE PRESENCE of the witnesses whose names are set forth below CARLTON D. HODGES joined by his wife, ELVENA P. HODGES, hereby execute this Declaration of Condominium of ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN for the purposes set forth in the Declaration on this 20th day of October, 1980.

William J. Jelford
Mona Allison
Witnesses

Carlton D. Hodges
Elvena P. Hodges
Elvena P. Hodges

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared CARLTON D. HODGES and wife, ELVENA P. HODGES, who after being duly sworn, acknowledged that they executed the foregoing Declaration of Condomonium for the purposes expressed in such Declaration, this 20th day of October, 1980.

[Signature]
Notary Public
My Commission Expires: (3-9-84)

My Commission Expires:

CONSENT OF MORTGAGEE

CITRUS & CHEMICAL BANK OF BARTOW, herein called the "Mortgagee", the holder of a Mortgage upon the following lands in Polk County, Florida:

Lots 8 through 14, inclusive, and the West 1/2 of Lot 7 in Block 3 of ORANGEWOOD ADDITION, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 14, Page 13.

which Mortgage is filed May 29, 1980, and recorded in O. R. Book 1946, page 2148, of the public records of Polk County, Florida, consents to the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of its mortgage shall be upon the following described property in Polk County, Florida:

ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN according to the Declaration of Condominium

TOGETHER WITH all of the appurtenances to the units including but not limited to, all of the undivided shares in the common elements.

Signed, sealed and delivered in the presence of:

[Handwritten signatures]



CITRUS & CHEMICAL BANK OF BARTOW

By *[Handwritten signature]*
Executive Vice, President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally appeared Lewis S. Stidham, Executive Vice, President of the CITRUS & CHEMICAL BANK OF BARTOW, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 21st day of October, 1980.



[Handwritten signature]
Notary Public

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires Dec. 10, 1982

PICKETT, DUNCAN, & ASSOCIATES, INC.

Professional Engineers - Land Surveyors

POST OFFICE BOX 138

215 NORTH FLORAL AVENUE

TELEPHONE: (813) 533-9095

Bartow, Florida

33830

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF POLK

SS: ADAMSTOWN I CONDOMINIUM
OF WINTER HAVEN
CONDOMINIUM BOOK 5, pg. 8, 9, 10

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared JUNIOR LEE BELCHER, who after first duly cautioned and sworn, deposes and says:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2069
2. The construction of the improvements which comprise Building 4 of the Adamstown I Condominium of Winter Haven is substantially completed so that the materials which comprise Building 4 of Exhibit "A" to the Declaration of Condominium of

ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN together with the provisions of the Declaration of Condominium are an accurate representation of the location and dimensions of the improvements of Building 4 and the identification, location and dimensions of Building 4 and each unit in Building 4 can be determined from these materials.

FURTHER AFFIANT SAYETH NAUGHT

Junior Lee Belcher
Junior Lee Belcher, PLS #2069



Sworn to and subscribed before me this 21st day of October, 1980.

Robert C. Campbell

Notary Public

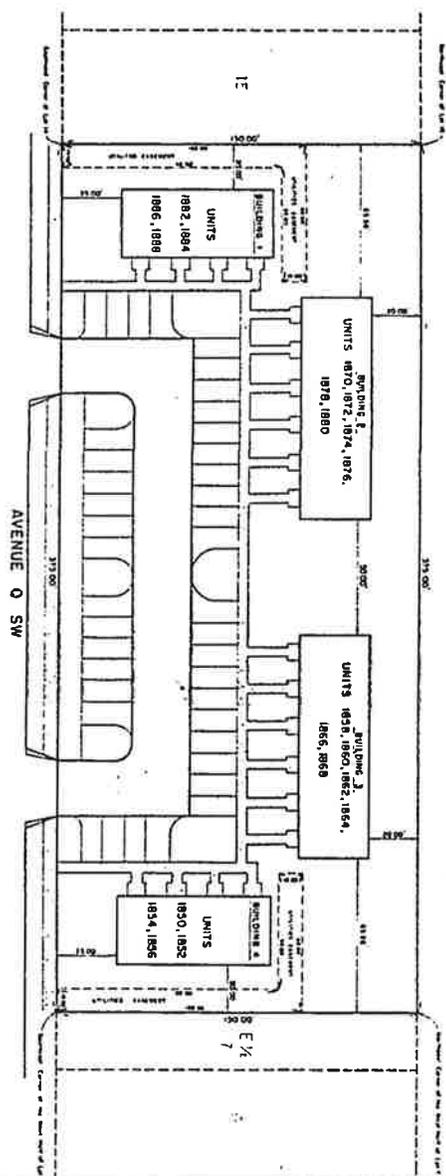
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires June 29, 1984

ADAMSTOWN I

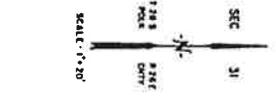
CONDOMINIUM OF WINTER HAVEN

LOCATED IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA

CONDOMINIUM BOOK
PAGE 3



A continuation of
 Part 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



SEC. C. C. BOOK PAGE

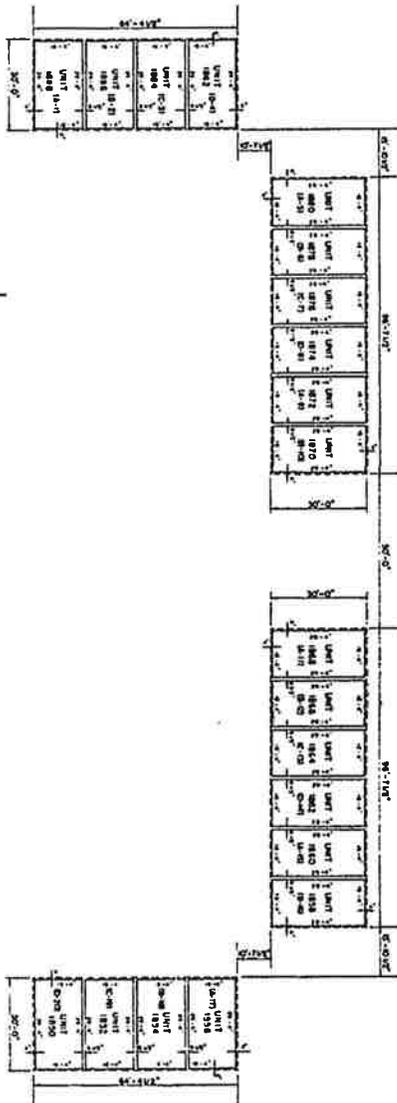
SHEET 1 OF 4 SHEETS

SPRINTZ & CONDOMINIUM PROPERTY P.L.A.T.
 PREPARED BY
 PICCETTI & ASSOC. INC.
 BARTON, FLORIDA
 OCT. 3, 1980

ADAMSTOWN I

CONDOMINIUM OF WINTER HAVEN
LOCATED IN SECTION 31, TOWNSHIP 28 SOUTH, RANGE 26 EAST
POLK COUNTY, FLORIDA

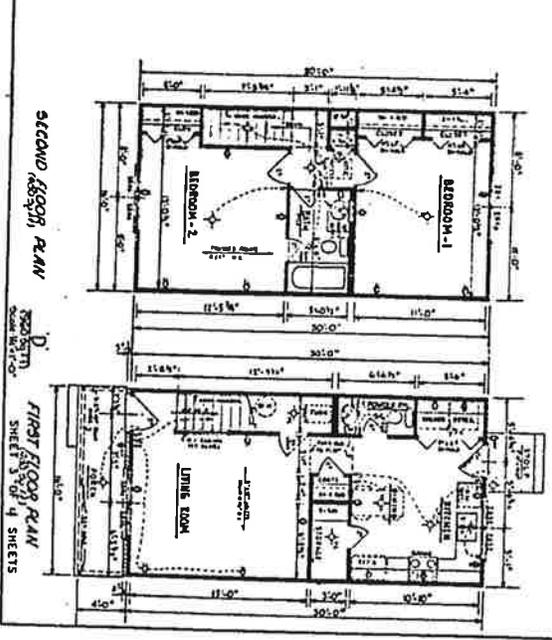
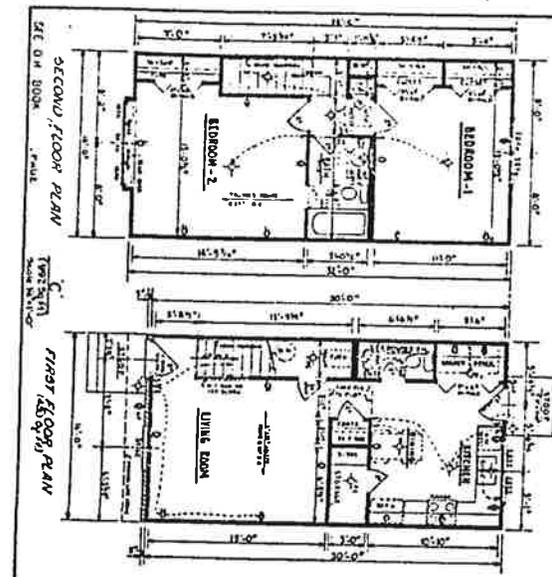
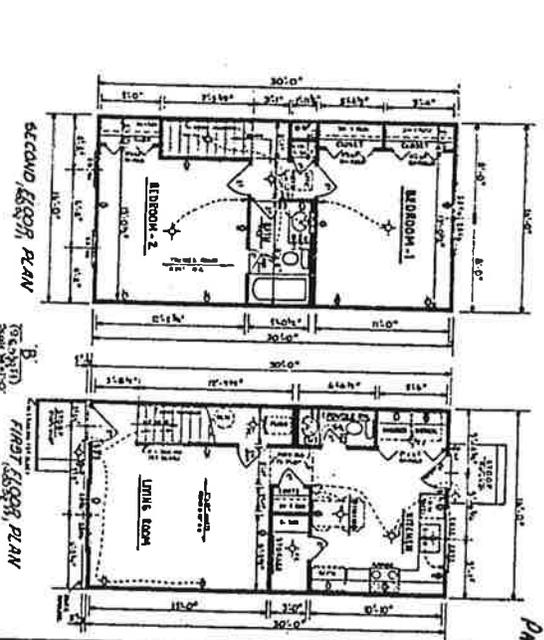
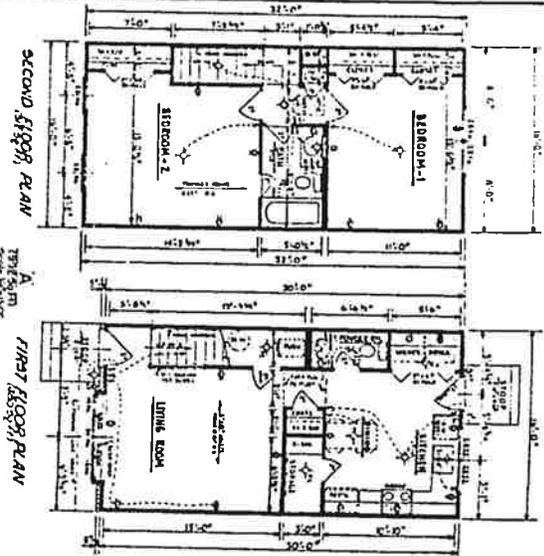
CONDOMINIUM BOOK
PAGE 5



SEE O.M. BOOK PAGE

SHEET 2 OF 4 SHEETS

ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN Condominium Book 5
Page 10



Page 10 of 14 SHEETS

PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS

<u>Unit Number</u>	<u>Percentage of Ownership</u>	<u>Fractional Ownership</u>
A-1	5%	1/20
B-2	5%	1/20
C-3	5%	1/20
D-4	5%	1/20
A-5	5%	1/20
B-6	5%	1/20
C-7	5%	1/20
D-8	5%	1/20
A-9	5%	1/20
B-10	5%	1/20
A-11	5%	1/20
B-12	5%	1/20
C-13	5%	1/20
D-14	5%	1/20
A-15	5%	1/20
B-16	5%	1/20
A-17	5%	1/20
B-18	5%	1/20
C-19	5%	1/20
D-20	5%	1/20

CERTIFICATE OF SECRETARY OF STATE



I certify that the attached is a true and correct copy of the Articles of Incorporation of

ADAMSTOWN I OF WINTER HAVEN, INC.

filed on September 15, 1980.

The Charter Number for this corporation is 754184.



CORP 104 Rev. 3-79

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
15th day of September,
1980.

George Firestone
Secretary of State

CERTIFICATE OF SECRETARY OF STATE

State of Florida



Department of State

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1980.



CORP 104 Rev. 5-79

George Firestone
Secretary of State

FILED

SEP 15 4 12 PM '00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF INCORPORATION
OF
ADAMSTOWN I OF WINTER HAVEN, INC.

The undersigned subscribers of these Articles of Incorporation each a natural person competent to contract, hereby associate themselves together to form a corporation not for profit under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is ADAMSTOWN I OF WINTER HAVEN, INC., and shall be referred to as the Association.

ARTICLE II - PURPOSE

This Association is organized for the purpose of operating the Adamstown I Condominium of Winter Haven.

ARTICLE III - TERM

The term of this association shall be perpetual.

ARTICLE IV - QUALIFICATION OF MEMBERS

The members of this organization shall be those persons who are the record owners of units in Adamstown I Condominium of Winter Haven, 1850 - 1888 Avenue "Q", SW, Winter Haven, Florida. The owners of each unit shall constitute one member and shall be entitled to one vote in the operation of the association.

ARTICLE V - SUBSCRIBERS

The name and street address of each subscriber to these Articles of Incorporation are as follows:

Carlton D. Hodges	222 Woodhall Drive, Mulberry, Florida
Elvena P. Hodges	222 Woodhall Drive, Mulberry, Florida
Frank D. Weiser	Highway 17 South, Ft. Meade, Florida

ARTICLE VI - OFFICERS

This association shall be managed by officers, those officers being President, Secretary and Treasurer. The officers shall be elected by the Board of Directors at its annual organizational meeting, the date of which shall be set by the By-Laws. The initial officers of the association who shall serve until the first election by the board of directors shall be:

CLERK, TRAVIS
FLOYD, P.A.
1000 N. W. 11th St.
TALLAHASSEE, FLORIDA 32304

President:
Secretary:
Treasurer:

Carlton D. Hodges
Elvena P. Hodges
Carlton D. Hodges

ARTICLE VII - BOARD OF DIRECTORS

This association shall have three directors initially. The initial directors do not need to be unit owners, but all directors subsequent to the initial board must be unit owners. The number of directors may be either increased or diminished from time to time by the by-laws but shall never be less than three. The names and addresses of the initial directors of this association are:

Carlton D. Hodges	222 Woodhall Drive, Mulberry, Florida
Elvena P. Hodges	222 Woodhall Drive, Mulberry, Florida
Frank D. Weiser	Highway 17 South, Ft. Meade, Florida

ARTICLE VIII - INDEMNIFICATION

Every director, officer and member of the association serving the association at its request shall be indemnified by the association against all expenses and liabilities reasonably incurred by or imposed on him by reason of his serving or having served the association.

ARTICLE IX - AMENDMENTS

The By-Laws and Articles of Incorporation of the association shall be made, altered and rescinded by an affirmative vote of the owners of not less than two-thirds of the units of Adamstown I Condominium of Winter Haven. Amendments may be proposed either by the Board of Directors of the Association or by any three (3) members at any duly called meeting of the association.

A copy of each amendment shall be accepted and certified by the Secretary of State of the State of Florida and be recorded in the public records of Polk County, Florida.

ARTICLE X - INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this association is 222 Woodhall Drive, Mulberry, Florida, and the name of the initial registered agent of this association at that address is Carlton D. Hodges. Said registered agent accepts this designation as registered agent by his signature attached to these Articles.

IN WITNESS WHEREOF, the undersigned subscribers and registered agent have executed these Articles of Incorporation this 5th day of Sept., 1980.

[Signature]
Carlton D. Hodges, Subscriber
[Signature]
Elvena P. Hodges, Subscriber
[Signature]
Frank D. Weiser, Subscriber
[Signature]
Carlton D. Hodges, Registered Agent

STATE OF FLORIDA
COUNTY OF POLK

RECORDERS MEMO:
Legibility of some entries on this page:
not suitable for microfilm records

Before me, a notary public authorized to take acknowledgements in the state and county set forth above personally appeared CARLTON D. HODGES, ELVENA P. HODGES, and FRANK D. WEISER, as subscribers, and CARLTON D. HODGES as registered agent, known to me and known by me to be the persons who executed the foregoing Articles of Incorporation and accepted as registered agent and they acknowledged before me that they executed these Articles of Incorporation for the purposes therein.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid, this 5 day of Sept., 1980.

[Signature]
Notary Public

My Commission Expires:

Notary Public, State of Florida At Large
My Commission Expires Dec. 13, 1981
Bonded by Reserve Insurance Co.



BY-LAWS

ADAMSTOWN I OF WINTER HAVEN, INC.

1. IDENTITY: These are the By-Laws of Adamstown I of Winter Haven, Inc., a corporation not for profit under the laws of the State of Florida which is referred to as the Association in these By-Laws. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on September 15, 1980. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718 Florida Statutes. The condominium is identified by the name of Adamstown I Condominium of Winter Haven and is located on the following lands in Polk County, Florida:

Lots 8 through 14, inclusive, and the West 1/2 of Lot 7 in Block 3 of ORANGEWOOD ADDITION as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 14, page 13.

1.1 REGISTERED OFFICE: The registered office of the association shall be 1850 - 1888 Avenue "Q", SW, Winter Haven, Florida.

1.2 FISCAL YEAR: The fiscal year of the association shall be the calendar year.

1.3 SEAL: The seal of the association shall bear the name of the association and the word "Florida", together with the words "Corporation Not for Profit" and the year of incorporation.

2. MEMBERSHIP: The membership shall consist of all of the unit owners of Adamstown I Condominium of Winter Haven. The owners of each unit shall collectively be entitled to one vote. Membership in this association of any unit owner shall terminate when he transfers his interest in said unit and the new unit owner of said interest shall automatically become entitled to membership in the association.

2.1 ROSTER OF MEMBERS: The association shall maintain a roster of the names and the mailing addresses of all unit owners. Each member shall furnish the association with a copy of the record evidence of his title substantiating his membership.

2.2 ANNUAL MEETING. The annual meeting of the membership which shall consist of the unit owners of the condominium units of Adamstown I Condominium of Winter Haven shall be held at the office of the association at 7:30 p.m. on the first monday in December of each year for the purpose of electing directors and transacting any other business authorized by the membership.

2.3 SPECIAL MEETINGS: Special meetings shall be called by the president or a majority of the board of directors after proper notification as set forth in these by-laws. The President shall call a special meeting if requested in writing by six members of the Association.

2.4 NOTICE: Notice of all meetings shall be given in writing and shall be delivered or mailed to each condominium unit owner at least fourteen (14) days prior to the meeting. Meetings adopting budgets or requesting assessments shall require thirty (30) days

notice. Proof of said delivery or mailing shall be given by affidavit of the person delivering or mailing said notice. A quorum of owners may waive notice of specific meetings and may take action by written agreement without meetings.

2.5 QUORUM. A quorum of members shall consist of a majority of persons entitled to membership. Any acts approved by a simple majority of those present, provided, however, that a quorum exists, is required except when a larger majority is required by the Declaration of Condominium or the Articles of Incorporation.

2.6 PROXIES: Votes may be cast either in person or by a written proxy delivered to the secretary before the appointed time of the meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the unit owner executing it.

3. DIRECTORS: The affairs of the association shall be governed by a board of directors of not less than three (3) persons. All directors must be members of the association.

3.1 ELECTION OF DIRECTORS: The election of directors shall be held at the annual membership meeting each year. The President shall conduct the election and shall receive the report of the nominating committee (if one has been appointed by the board previously) and shall receive further nominations from the floor. The election shall then be held by secret ballot unless dispensed with by unanimous consent of those present and shall be governed by a plurality of the votes cast, each person voting being entitled to one vote for each vacancy being filled. Vacancies occurring during the year shall be filled by appointment of the remaining directors.

3.2 TERM: The term of each director's service shall extend until the next annual meeting of the members or until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere.

3.3 REMOVAL: Subject to the provisions of Florida Statutes 718.301, any member of the board of directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners. A special meeting of the unit owners to recall a member or members of the board of directors may be called by 10 percent of the unit owners giving notice of the meeting as required for a meeting of the unit owners, and the notice shall state the purpose of the meeting.

3.4 ANNUAL ORGANIZATIONAL MEETING: The annual organizational meeting of the newly elected board of directors each year shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the annual meeting of the membership where they were elected. No further notice of this organizational meeting shall be necessary. The officers for the new year shall be elected at this meeting.

3.5 REGULAR MEETING: The board of directors shall hold regular meetings at such time and place as shall be determined from time to time by a majority of the directors.

3.6 SPECIAL MEETING: Special meetings of the board of directors may be called by the president on not less than three (3) days notice personally given to each director by mail, telephone or telegraph. The notice shall state the time, place and purpose of the meeting.

3.7 NOTICE TO MEMBERSHIP: All regular and special meetings of the board of directors shall be open to all members of the association. Adequate notice of all meetings shall be posted on the condominium property at least forty-eight (48) hours in advance of said meeting. Notice of emergency meetings may be by shorter notice.

3.8 QUORUM: A quorum at any directors' meeting shall consist of a majority of the entire board of directors and the president shall preside at all meetings, when he is present. When he is not present, a temporary chairman shall be chosen.

3.9 WAIVER OF NOTICE: Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.10 DIRECTORS FEES: The directors shall receive no fees for their services to the association.

4. OFFICERS: The officers of the association shall be a president, a secretary and a treasurer. The officers shall be elected annually by the board of directors and may be removed by said board of directors. All officers must be members of the association and in addition, the president must be a director of the association.

4.1 PRESIDENT: The president shall be the chief executive officer of the Association, shall preside at all meetings of the members and the board of directors, shall have general and active management of the business of the Association and shall see that all orders and resolutions of the board of directors are carried into effect. He shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Association, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Association.

4.2 SECRETARY: The secretary shall attend all meetings of the board of directors and all meetings of the membership and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the membership and special meetings of the board of directors, and shall perform such other duties as may be prescribed by the board of directors or president, under whose supervision he shall be. He shall have custody of the corporate seal of the Association and he shall have authority to affix the same to any instrument requiring it and when so affixed it may be attested by his signature. The board of directors may give general authority to any other to affix the seal of the Association and to attest the affixing of his signature.

4.3 TREASURER: The treasurer shall have the custody of the Association funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the board of directors. He shall disburse the funds of the Association as may be ordered by the board of directors, taking proper vouchers for such disbursements, and shall render to the president and the board of directors, at its regular meetings or when the board so requires an account of all his transactions as treasurer and of the financial conditions of the Association. If required by the board, he shall give the Association a bond (at the expense of the Association) in such sum and with such surety or sureties as shall be satisfactory to the board of directors for the faithful performance of the duties of his office and for the restoration to the Association, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Association.

4.4 COMPENSATION: There shall be no compensation for any officers of the association for their duties performed as officers. The association through its officers may, however, hire employees

for other services to be performed for the association. The employees may be members of the association, directors or officers.

5. BUDGET AND ASSESSMENTS:

5.1 BUDGET: The board of directors shall adopt a budget for each calendar year pursuant to the terms set forth in Chapter 718.112 (f) of the Florida Statutes of 1979.

5.2 ASSESSMENTS: All assessments against the owners for their share of the budget of each calendar year shall be made in advance prior to the end of the calendar year and the assessments shall be due in monthly installments on the first day of each month for the year for which the assessments are made. All special assessments shall be made only after a two-thirds majority vote of members present at a special meeting after thirty days notice. In the event of the default in any installment payments, the board of directors may accelerate the remaining installments of any yearly assessment after at least twenty (20) days notice by certified mail to the unit owner.

6. AMENDMENTS: The By-Laws may be amended at a meeting called for that purpose after notice and after providing members with proposed revisions. Amendments to the By-Laws shall be effective upon recording after approval of a two-thirds majority of all unit owners.

6.1 EXECUTION AND RECORDING: An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate executed by the president and attested by the secretary of the association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment are recorded in the public records of Polk County, Florida.

7. RULES AND REGULATIONS: The board of directors shall propose rules and regulations which shall be adopted at a meeting of the membership subsequent to notice. A simple majority of a quorum subsequent to said notice is necessary for the adopting of said rules and regulations. Guidelines for charges on transfer of units shall be by Regulation.

The foregoing were adopted as the By-Laws of ADAMSTOWN I OF WINTER HAVEN, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the board of directors on September 15, 1980.

ADAMSTOWN I OF WINTER HAVEN, INC.

BY: Elvena P. Hodges
Elvena P. Hodges, Secretary

Approved: Carlton B. Hodges
Carlton B. Hodges, President



STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared CARLTON D. HODGES, President, and ELVENA P. HODGES, Secretary, of ADAMSTOWN I OF WINTER HAVEN, INC., to me known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of September, 1980.

[Handwritten Signature]
Notary Public
Notary Public, State of Florida
My Commission Expires March 9, 1981

My Commission Expires: 3-9-84

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Cr. Ct.
POLK COUNTY, FLA.
BY *[Signature]* D.D.

1981 APR 13 PM 3:05

FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF
ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN

The Declaration of the above referenced condominium recorded in the Public Records of Polk County, Florida, at O. R. Book 1974, page 352, is hereby amended pursuant to the Florida Statutes Section 718.104(e) to include the Certificate of the Surveyor attached hereto and made a part hereof.

This Certificate indicates that Building 3 of this condominium is substantially complete and that the provisions of the Declaration as amended are accurate representations of the location and dimensions of the improvements set forth in the Certificate of the Surveyor.

IN THE PRESENCE of the witnesses whose names are set forth below CARLTON D. HODGES, joined by his wife, ELVENA P. HODGES, and CARLTON D. HODGES, as President of Adamstown I of Winter Haven, Inc., hereby execute this First Amendment to the Declaration of Condominium of ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN for the purposes set forth in the Amendment on this 6 day of APRIL, 1981.

This Instrument Was Prepared By

R → James I. Travis - 6
OF WHEELER, TRAVISS & FLOYD, P.A.
P. O. Box 1396, Winter Haven, Fla 32830

Jackie R. Bunch
J. W. Godfrey
Witnesses

[Signature]
Carlton D. Hodges
[Signature]
Elvena P. Hodges

Jackie R. Bunch
J. W. Godfrey
Witnesses

ADAMSTOWN I OF WINTER HAVEN, INC.
By: *[Signature]*
Carlton D. Hodges, President

STATE OF FLORIDA
COUNTY OF POLK

BEFORE ME, the undersigned authority, personally appeared CARLTON D. HODGES joined by his wife, ELVENA P. HODGES, and CARLTON D. HODGES, as President of Adamstown I of Winter Haven, Inc., who after being duly sworn, acknowledged that they executed the foregoing First Amendment to the Declaration of Condominium for the purposes expressed in such Declaration, this 6 day of APRIL, 1981.

Mary Nell Miller
Notary Public

WHEELER, TRAVISS & FLOYD, P.A.
ATTORNEYS AT LAW
POST OFFICE BOX 1396
WINTER HAVEN, FLORIDA 32830

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires July 23, 1981

702 RD

493 TW

PICKETT & ASSOCIATES, INC.

Professional Engineers • Land Surveyors

POST OFFICE BOX 136

215 NORTH FLORAL AVENUE

TELEPHONE: (813) 633-9085

Bartow, Florida

33830

SURVEYOR'S CERTIFICATE

STATE OF FLORIDA
COUNTY OF POLK

SS: ADAMSTOWN I CONDOMINIUM
OF WINTER HAVEN
CONDOMINIUM BOOK 5, pg. 8, 9, 10

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared JUNIOR LEE BELCHER, who after first duly cautioned and sworn, deposes and says:

1. That he is a duly registered land surveyor under the laws of the State of Florida, being Surveyor No. 2069
2. The construction of the improvements which comprise Building 3 of the Adamstown I Condominium of Winter Haven is substantially completed so that the materials which comprise Building 3 of Exhibit "A" to the Declaration of Condominium of

ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN

together with the provisions the Declaration of Condominium are an accurate representation of the location and dimensions of the improvements of Building 3 and the identification, location and dimensions of Building 3 and each unit in Building 3 can be determined from these materials.

FURTHER AFFIANT SAYETH NAUGHT

FILED, RECORDED AND
RECORD VERIFIED
E.D. 'Bud' DIXON, Clk. Cr. Ct.
POLK COUNTY, FLA.
BY *jc* D.G.

Junior Lee Belcher
Junior Lee Belcher, PLS #2069

Sworn to and subscribed before me this
25th day of February, 1981

Robert L. Campbell

Notary public

POLK 314042



My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires June 29, 1984

Amended Rules for Adamstown One Association

- **Pets:** No pets over 40lbs and no aggressive breed dogs allowed including: Bull Terrier, Bull Mastiff, any Pit Bull mixed dog, Chow, Rotweiller, and Akitas. Limit of 3 pets per unit. Maximum of 2 dogs. Three pets may include: 2 dogs and 1 cat, or two dogs and other small caged animal (gerbils, guinea pigs). All animals must be kept inside unit unless accompanied by owner. No animals may be left outside unattended. Any cats kept by owner must be kept inside the unit. In the event the cat is allowed to go outside the cat must be spayed or neutered. All animals occupying the units must have up to date rabies vaccinations and board may request proof of current vaccines at any given time
Any animal feces left on front unit courtyards must be picked-up by animal owner. Animals are requested to be walked on the outside parameter of the parking lots. Any owner or tenant who brings in an animal which is not allowed under association rules will be fined a \$50 fee upon warning and will have 1 week to adhere to the association rules. For each week thereafter the rule is not adhered to the owner will be fined an additional \$50 fee until animal is removed and rules are being adhered to.
- **Children:** All children must be supervised by the parent or guardian. No children under the age of 9 may be outside without a parent or guardian of the minimum age of 16. Parent/ legal guardian holds responsibility for their child under the age of 18 if they vandalizes or destroys any community property. Any costs involved in repairs or replacements will be the responsibility of that parent/ legal guardian. This includes any property rules that are broken resulting in the owner being fined for that infraction and any additional fees that may be associated with it.
- **Vehicle & Mechanical Equipment:** No mechanical auto/boat/motorcycle repairs may be performed on the premises. The only allowed action involving repair is a tire change to replace a single damaged or flattened tire, a power-jump to start the battery, and basic towing from an authorized service company. Anyone found performing unapproved repairs will be given a warning with a \$25 fine and must stop repair upon warning. Any future violations from the previously warned tenant or owner will result in a \$50 fine to the unit owner. No vehicle may be parked on the vacant lot between Capistrano Apartments and Adamstown One Association. This lot is under the Association and is not to be used for parking. Any vehicle parked there will be towed by Association at vehicle owner's expense. No mechanical or construction type equipment may be kept on property for storage. If property is being repaired or upgraded necessary tools and machinery may be kept on site during the period of work being performed. Any equipment kept on property after the work is completed or being stored on property for personal use will be subject to a fine of \$50.00. If the item is not removed within 1 week of the first warning they owner will be subject to a \$50 fine and \$50 per each month it is kept on property after initial warning. Parking spaces are limited to 2 assigned and numbered spaces per unit. Guest spaces may not be used for an additional space and are only for guest use and service vehicles performing repairs on property or units. Any owner/tenant utilizing a guest space as a permanent space will be fined a \$25 fee at warning and will be given 24 hours to remove the vehicle/boat/motorcycle. In the event it is not moved within the 24 period an additional fine of \$50 will be fined for each week after the warning the vehicle/boat/motorcycle is not removed.

MARTINIQUE SENIOR
1854 Avenue Q SW
Winter Haven, FL 33880

INSTR # 2007056549
BK 07211 PGS 2194-2196 PG(s) 3
RECORDED 03/15/2007 03:10:37 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY S Chasse

- **New Buyer/Renters:** All buyers and renters must be screened by the board. They must provide a completed application and pay a \$150.00 non-refundable application fee. This cost will cover all background screening which includes full federal and state background check (criminal and sexual predator included), credit reports from all major bureaus, Equifax, Experian, and Trans Union. Any applicant that does not meet board requirements or is found not disclosing information may not be approved. Once written application is processed, the board must meet with the applicant for a face to face interview prior to final approval to purchase unit.
- **Maintenance Fees:** Any owner's maintenance fees which go past 90 days, which is an outstanding balance of three months unpaid, will have a lien filed against property until past due debt and any filing fees (clerk of court fees, copy fees, serving fees, late fees, legal fees, etc) involved are paid in full to the association.
- **Unit Maintenance:** Each patio must be kept in a neat and clean manner. Trash may not be stored on back patio unless in a proper closed trash can. Area between back fencing and patios must be kept clear for fire department access and for lawn service access. Owner is responsible for maintaining this area and must keep it in a clean and neat manner. No trash or debris. Owner may put bushes or flowers if they wish but they are responsible for maintaining the trimming of these plants. The only signage allowed on the property is for alarm services, for sale or rent of the unit, or signage from pest control companies or city flags marking wiring lines. No advertising signage may be placed on property. Patriotic and holiday flags are allowed. Any owner/tenant not abiding by the guidelines will be fined a \$50 warning fee to the owner and will have 48 hours to remove the trash, blocking items, signage, etc. If the infraction is not fixed by tenant/owner within the 48 hour time frame an additional \$50 fee will be assessed for every week after the 48 hour period that the infraction is not corrected.
- **Sale of units** – Owners are required to advise the board when they are selling a unit. Any past due funds owed to the association prior to selling must be paid either prior to closing the sale or at time of closing in full to the association. In the event the fees are left unpaid legal action will be taken for any unpaid fees and legal costs involved in order to collect.
- **Trash** – No tires, appliances, paint, or hazardous waste/chemicals may be thrown into the trash. These items must be taken by renter or owner to necessary Polk County facility for disposal. No furniture or large items may be placed at the curb or near the trash bin for removal. They must be taken by owner or renter to the Polk County dump site for disposal. Any of these items left by tenants or owners will be subject to a fine. The fine will be as follows: \$50 fee upon initial warning to move unauthorized item(s), if item is not removed within 48 hours of warning, an additional fee of \$50 will be fined at that point and for every week the item(s) are left by the tenant/owner. Fines will be charged to the owner in the event that owner's tenant is violating rules. It is the responsibility of the owner to seek retribution from their tenant for any fines assessed by the association. All leaves and grass must be placed in bags and put at the end curb at the front area of the property along Avenue Q SW for pick-up on Tuesdays. Branches that cannot be bagged may be neatly placed in a pile at the end curb next to the bagged leaves (if applicable). No other trash may be left at the curb.

- **Rental Properties:**
 - All units must be rented for a mandatory 1 year lease.
 - All new renters as of March 1st, 2007 must be reviewed by the association board for approval to move into premises. In the event the board does not approve the renter that renter cannot move into any unit in the community.
 - All new tenants must either pay a \$150 application fee per tenant to the board or the owners who are looking to rent the unit must provide the board with a copy of the potential tenants background information which includes: (1) A full criminal background check- must cover the full united states and include a federal background. A county criminal report will not be accepted. (2) A full credit report from all 3 major credit bureaus: Equifax, Experian, & Trans Union. (3) A filled out application for each tenant over 18, even if the tenant will not be named on the lease but living in the unit.
 - The owner may not lease the property until the board has given approval after reviewing the application and required documents.
 - The tenant may not sub-lease the unit nor may the tenant allow additional people to move into the unit without consent first from unit owner and then with permission from the board with an application and required documents if over 18.
 - The owner is responsible for advising the tenants of the property rules and by-laws. In the event a tenant violates a rule which is subject to a fine the owner will be held responsible and it is the responsibility of that owner to seek retribution from their tenant.
 - A maximum of 4 people per unit (including children) may live at the rented residence.
 - No Section 8 or subsidized housing is allowed under any circumstances.
 - The board holds the right to demand eviction of any tenant in the event the tenant is a danger to any resident of the Adamstown community or excessively breaking property rules/ by-laws or poses any threat. Owner will be held in full responsibility for all tenant's actions, if the owner had been previously advised and owner did not make efforts to resolve tenant issues. If eviction proceedings are not made within 30 days of Association notification, a \$100 fine will be assed upon the 30th day, and an additional \$50 will be assessed for every additional 14 days that passes, and the eviction proceedings are not in place.
 - Tenants are responsible to get all keys for unit and mailbox from owner these keys are not maintained by the association.
 - Excessive complaints from owners regarding tenant's behavior in regards to noise disturbance and other infractions which affect the atmosphere of the community will result in fines to the owner if the matter is not resolved after the association advises the owner of the complaints. Excessive will be categorized as more than 3 calls to the owner on the same offense within a 30 day period. The standard fines will be as outlined based on the type of infraction and the number of times the infraction has occurred. If the infraction reaches an excessive level, the owner will be held responsible for those infraction fines and an additional \$75 fine for each infraction that is excessive based on the association's definition.

RULES

The Articles of Incorporation of the Adamstown I Condominium of Winter Haven, Inc. give the Association the power to prescribe such "house rules" as it shall from time to time consider essential.

The Articles also provide that the Association can enforce such regulations by legal means.

It is the responsibility of the owner of the condo to see that all rules and regulations are placed in a prominent place so that the one residing in said condo will abide by all rules and regulations.

The rules are not designed so much to restrict anyone's freedom as to allow each resident to be free as possible from unreasonable disturbance or intrusion in the enjoyment of his home and to maintain an aesthetically attractive appearance. The rules are, indeed, our standards and we want to keep them high.

*Indicates rules already approved in original Declaration of Condominium Document, but are included for display purposes.

PARKING AND VEHICLE CONTROL

*No vehicle of any kind, other than passenger automobile may be placed, parked, kept or stored on the condominium property. All vehicles must be operable.

Parking shall be in designated parking areas. If, on occasion, more space is required by guests, use paved area, avoiding parking on grassed areas.

COURTESY

Each owner shall be responsible for the occupancy and use of his condo so as not to unreasonably disturb other residents. Owner will use all reasonable effort to minimize noises emanating from one's residence. The patio areas are to be enjoyed by all, but late night partying in this area is not acceptable.

The parking lot shall not be used as a playground.

Radios, stereos, or any musical instrument, are not to be played outside the building. If played on patio area, volume shall be kept at a level that will not disturb.

EXTERIOR VISUAL APPEARANCE

*Show no sign, advertisement, or notice of any type on the common elements or one's unit.

*Window sills are to be kept free of all bottles, cans, flower pots, boxes and other appurtenances.

*No clothes line or umbrella type clothes line allowed in any area.

*White or off-white lined draperies on all windows on front of unit. (Reasonable time allowed to hang proper draperies after moving in)

All trash receptacles shall be kept placed inside wooden fence.

Hanging plants shall be confined to the patio area.

Bicycles, toys, grills, etc. shall be properly stored out of view from front and rear of units.

(OVER)

RULES

PETS

*Pets must be kept under control at all times while on common areas.

Pets must not be curbed near the buildings, walkways, shrubbery, or any common areas. Pets must be walked off the property.

Owner shall resume full responsibility for any damage to person or property caused by his pet.

Owners shall be required to restrain pets from barking loudly or excessively.

ADAMSTOWN I CONDOMINIUM OF WINTER HAVEN, INC.
Board of Directors
12/30/80