

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

Majestic Gardens (AKA "Gardens") in 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.

SIGNATURE HOMES
P O BOX 65
AUBURNDALE, FL 33823

**Gardens Homeowners
Association, Inc.
By-Laws**

INSTR # 2005020267
BK 06066 PGS 1598-1608 PG(s)5
RECORDED 01/27/2005 03:12:35 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY L Richards

Article I

Name and Location: The name of the corporation is **Gardens Homeowners Association, Inc.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 522 Magnolia Av., Auburndale, FL 33823 but meetings of members and directors may be held at such place within the State of Florida, County of Polk, as may be designated by the Board of Directors.

Article II

Section 1. "Association" shall mean and refer to **Gardens Homeowners Association, Inc.**, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be bought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to **Signature Homes of Central Florida, Inc.**, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of Courts, Polk County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Article III

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same month of each year thereafter, at the hour and day determined by the Board.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by 2 Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice or through a newsletter or handouts, at least 7 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote therein shall

I have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

Article IV

Board of Directors: Selection: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than three (3) nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one-third of the directors for a term of one year, one-third for a term of two years and one-third for a term of three years; and at each annual meeting thereafter the members shall elect one-third of the directors for a term of three years.

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

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association without the majority vote of members. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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

Article V

Nomination and Election of Directors

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

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

Article VI

Meeting of Directors

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

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

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Article VII
Powers and Duties of The Board of Directors

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

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

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

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

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

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

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

President

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

Vice-President

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

Secretary

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

Treasurer

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

**ARTICLE I
COMMITTEES**

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose

**ARTICLE X
BOOKS AND RECORDS**

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

**ARTICLE XI
ASSESSMENTS**

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate permitted by law and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, cost, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

**ARTICLE XII
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words:
GARDENS HOMEOWNERS ASSOCIATION, INC.

**ARTICLE XIII
AMENDMENTS**

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

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

**ARTICLE XIV
MISCELLANEOUS**

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

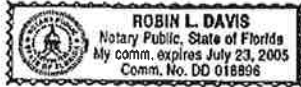
IN WITNESS WHEREOF, we, being all of the directors of the have hereunto set our hands this 14th day of January, 2005.

<u>Rodney Spivey</u>		<u>President</u>
<u>James M. Spivey</u>		<u>Vice President</u>
<u>Jim C. Spivey</u>		<u>Vice President</u>

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of January, 2005 by James C. Spivey, James M. Spivey, and Rodney Spivey, who are personally known to me or who have presented their Florida Driver's License as identification.

SEAL



My Commission Expires: 7/23/05


Notary Public

Robin L. Davis
Printed Name


CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am duly elected and acting secretary of the GARDENS HOMEOWNERS ASSOCIATION, a Florida corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 14 day of JANUARY, 2005.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 14 day of JANUARY, 2005.


Secretary

Return To: Signature House
P.O. Box 65
Auburndale, FL 33823

7

INSTR # 2006090429

BK 06722 PG 1533 PG(s) 1
RECORDED 04/12/2006 09:26:01 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 10.00
FILED BY G Mercado

**First Amendment To
Declaration of Covenants, Conditions
and Restrictions:**

This document amends the Declaration of Covenants, Conditions and Restrictions recorded January 27, 2005. Instr. # 2005020268, Bk 06066 Pgs 1603-1608 Pg (s) 6.

Whereas The tract of properties described shall be the legal description known as the "Gardens" will consist of phase I (Pb 137, Pg 23-24) and phase II, Located off Eagle Lake Loop Road, Winter Haven, Florida.


I, the undersigned, do hereby certify:

The amendment to the Gardens Homeowners Association, Inc. as agreed by the majority of the homeowners of the Gardens.

Executed at Auburndale, Polk County, Florida this 11th day of April, 2006.

Gardens Homeowners Association, Inc.


James C. Spivey, VP/Secretary


witness
Judi D. DeAngelis

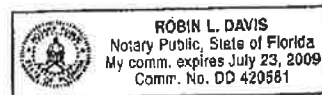
**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this 11th day of April, 2006 by James C. Spivey, who are personally known to me or who have presented their Florida Driver's License as identification.


Notary Public

SEAL

Robin L. Davis
Printed Name



Return To: Signature Homes
P.O. Box 65
Auburn, AL 36823

8

INSTR # 2006090430

BK 06/22 PG 1534 PG(s) 1
RECORDED 04/12/2006 09:26:01 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 10.00
RECORDED BY G Mercado

**Second Amendment To
Declaration of Covenants, Conditions
and Restrictions:**

This document amends the following portion of Declaration of Covenants, Conditions and Restrictions recorded January 27, 2005. Instr. # 2005020268, Bk 06066 Pgs 1603-1608 Pg (s) 6.

Whereas Article III Assessments.

Section 2 add the following: The board of directors shall have the power to hire a management company or corporation to operate and conduct all business for the association. The fee can not exceed the annual dues of the association without a majority vote of the lot owners.

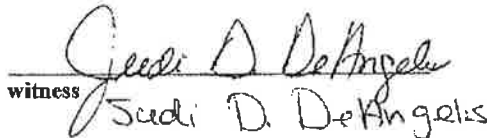
I, the undersigned, do hereby certify:

The amendment to the Gardens Homeowners Association, Inc. as agreed by the majority of the homeowners of the Gardens.

Executed at Winter Haven, Polk County, Florida this 11th day of April, 2006.

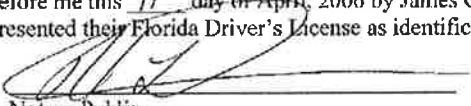
Gardens Homeowners Association, Inc.


James C. Spivey, VP/Secretary


witness Judi D. DeAngelis

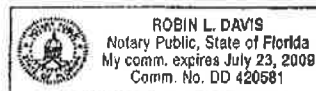
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 11th day of April, 2006 by James C. Spivey, who are personally known to me or who have presented their Florida Driver's License as identification.


Notary Public

SEAL

Robin L. Davis
Printed Name



Gardens Homeowners Association

Amendment 1. To Articles of Corporation And Deed Restrictions of Gardens Homeowners Association, Inc.

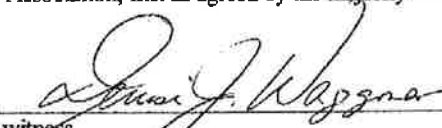
The tract of properties described shall be the legal description for the Gardens Homeowners Association, Inc. shall include all of Gardens phase 1 plat book 137 pages 23 & 24, Also includes Gardens phase II. The Association has the power to do the following:

1. Own and convey property.
2. 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.
3. Establish rules and regulations.
4. Sue and be sued.
5. Contract for services to provide for operation and maintenance of the surface water management system facilities if the association contemplates employing a maintenance company.
6. All the lot owners, parcel owners, or unit owners are require to be members.
7. If the Association is dissolved 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 that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the association. This includes all phases of the Gardens
8. Take any other action necessary for the purposes for which the association is organized. The articles of incorporation of a master association in existence as of July 28, 1999 shall not be amended to include the provisions required by section 2.6.2.2.4 if the master association is proposed as the operation and maintenance entity for a new phase of a multi-phase project. However, a copy of the association's articles of incorporation shall be submitted with the permit application for construction of the new phase.
9. The association is responsible for operation and maintenance of the surface water management system facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.
10. Any amendments of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.
11. For projects which have on-site wetland mitigation as defined in section 1.7.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

I, the undersigned, do hereby certify:

The amendment to the Gardens Homeowners Association, Inc. as agreed by the majority of the homeowners of Gardens.

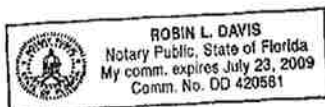

James C. Spivey VP


witness

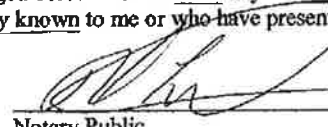
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 2nd day of Oct, 2006, by James C. Spivey, who are personally known to me or who have presented their Florida Driver's License as identification.


SEAL



My Commission Expires: 7/23/09


Notary Public

Robin L. Davis
Printed Name

 SIGNATURE HOMES OF CENTRAL FL
PO BOX 65
AUBURNDALE, FL 33823

INSTR # 2006241150
BK 06992 PG 1027 PG(s) 1
RECORDED 10/02/2006 02:53:36 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 10.00
RECORDED BY J Atkinson



Office Box

File # _____

This Instrument was Prepared by, and After Recording Return to:

Christopher M. Fear, Esq.
GrayRobinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

INSTR # 2013200841
BK 09099 PGS 1502-1507 PG(s) 6
RECORDED 10/30/2013 08:24:55 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$2.50
RECORDED BY V Epperson

Recording Data Above

**DECLARATION OF ANNEXATION OF ADDITIONAL LANDS
INTO
GARDENS PHASE ONE**

This DECLARATION OF ANNEXATION OF ADDITIONAL LANDS INTO GARDENS PHASE ONE ("Annexation") is made this 24th day of September, 2013 by GARDENS OF POLK, LLC, a Florida limited liability company ("Gardens of Polk").

RECITALS

A. Gardens of Polk is the owner of certain Lots in Gardens Phase One ("Subdivision") according to the Plat thereof recorded in Plat Book 137, pages 23 – 24, Public Records of Polk County, Florida ("Phase One Plat").

B. The Subdivision is subject to the Declaration of Covenants, Conditions and Restrictions for Gardens Phase One, recorded January 27, 2005, in Official Records Book 6066, pages 1603 – 1608, Public Records of Polk County, Florida ("Declaration"). The Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions of Gardens Phase One recorded August 3, 2012 in Official Records Book 8715, pages 550 – 609, Public Records of Polk County, Florida ("First Amendment").

C. Gardens Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") is the Association described in the Declaration and is responsible for enforcing the covenants, managing, maintaining and repairing the common area, and collecting assessments pursuant to the provisions of the Declaration, as amended.

D. As provided in Article VI of the Declaration, as amended by the First Amendment, Gardens of Polk, as the owner of the Phase Two Property as described in the First Amendment, has the right to annex additional lands into the Subdivision so as to be subject to the Declaration, as amended, and to add additional lands as Common Area under the Declaration, as amended, to be maintained by the Association.

E. As provided in the First Amendment, upon the annexation of additional lands to be subject to the Declaration, as amended, the owners of Lots in such lands, shall be deemed members of the Association, and shall be deemed Lots under the Declaration, as amended.

F. Only a portion of the Phase Two Property is being annexed into the Subdivision at this time and is by this document being made subject to the Declaration, as amended.

G. Gardens of Polk is the owner of all of the lands being annexed into the Subdivision, except for Lot 123,*GARDENS PHASE TWO, according to the Phase Two Plat, as hereinafter defined, which Lot 123* GARDENS PHASE TWO is owned by Southern Homes of Polk County, Inc., a Florida corporation ("Southern Homes"). Southern Homes has joined in this Annexation for the purpose of consenting to the Annexation and submitting the said Lot 123,*GARDENS PHASE TWO to the provisions of the Declaration.
*and Lot 122

H. All terms which are defined under the Declaration, as amended, shall have the meanings ascribed to such terms when used in this Annexation.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and for other good and valuable considerations, it is agreed as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Annexation by this reference.

2. Annexation. Lots 103 through and including 123, GARDENS PHASE TWO, according to the Plat thereof, recorded in Plat Book 154, pages 29 and 30, Public Records of Polk County, Florida ("Phase Two Plat"), are hereby annexed into the Subdivision as additional Lots whose members shall be deemed members of the Association and which shall be deemed Lots under the Declaration, as amended.

Tract A and Tract B as set forth on the Phase Two Plat are hereby annexed into the Subdivision as platted Common Areas under the Declaration, as amended, to be part of the surface water management system and which shall be maintained, repaired and replaced by the Association. The extension of the Majestic Gardens Boulevard as depicted upon the Phase Two Plat is annexed into the Subdivision, shall be additional Common Area and the Association shall be obligated to maintain, repair and replace the roadway located within the boundaries of the Majestic Gardens Boulevard extension as depicted upon the Phase Two Plat.

3. Future Development. Tract C as depicted upon the Phase Two Plat is **not** annexed into the Subdivision at this time and Gardens of Polk reserves the right to annex the said Tract C into the Subdivision in the future, pursuant to the provisions of Article VI of the Declaration, as amended.

4. Joinder by Association. The Association joins in this Annexation for the purpose of accepting the duty and obligation to maintain, repair and replace the facilities which are part of the surface water management system contained within Tract A and Tract B of the Phase Two Plat in accordance with all applicable laws, rules and regulations and applicable governmental

permits, and for the purpose of accepting the duty and obligation to maintain, repair and replace the roadway constituting the extension of Majestic Gardens Boulevard as set forth on the Phase Two Plat.

5. Joinder by Southern Homes. Southern Homes, the owner of Lot 123,*GARDENS PHASE TWO, hereby joins in this Annexation and consents to the Annexation and submitting of Lot 123* to the provisions of the Declaration so that said Lot 123*, GARDENS PHASE TWO is a Lot as defined in the Declaration.

*and Lot 122

6. Binding Effect. This Annexation is binding upon and shall be for the benefit of Gardens of Polk and the Association and their respective successors and assigns.

SIGNED the day and year first above written.

Signed in the presence of the following two witnesses:

Melinda Dotson
Print Name: Melissa Dotson

Holly Hooper
Print Name: Holly Hooper

GARDENS OF POLK, LLC

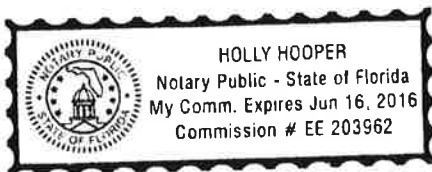
By: [Signature]
Edward H. Laderer, Jr., Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of September, 2013 by EDWARD H. LADERER, JR., as Manager of GARDENS OF POLK, LLC, a Florida limited liability company, on behalf of said Company, who is ☒ personally known to me or who ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____



JOINDER BY ASSOCIATION

The Association hereby joins in the Annexation for the purpose of acknowledging and agreeing to the foregoing.

SIGNED this 24th day of September, 2013.

Signed in the presence of the following two witnesses:

Melinda Dotson
Print Name: Melissa Dotson
Holly Hooper
Print Name: Holly Hooper

GARDENS HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Print Name: Jared Weggeland
Title: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of September, 2013, by JARED WEGGELAND, as President of GARDENS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Association, who is ☒ personally known to me or who produced ☐ as identification.

(AFFIX NOTARY SEAL)

Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:



JOINDER BY SOUTHERN HOMES

Southern Homes hereby joins in this Annexation for the purpose of consenting to the Annexation of Lot 123,* GARDENS PHASE TWO, into the Subdivision to be subject to the terms of the Declaration and to be included as a Lot under the provisions of the Declaration.
*and Lot 122

SIGNED this 24th day of September, 2013.

Signed in the presence of the following two witnesses:

Melissa Dobson
Print Name: Melissa Dobson

Holly Hooper
Print Name: Holly Hooper

SOUTHERN HOMES OF POLK COUNTY, INC.

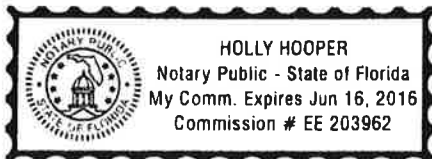
By: [Signature]
Print Name: Edward H. Laderer, Jr.
Title: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of September, 2013, by EDWARD H. LADERER, JR., as President of SOUTHERN HOMES OF POLK COUNTY, INC., a Florida corporation, on behalf of said Corporation, who is ☒ personally known to me or who produced ☐ _____ as identification.

(AFFIX NOTARY SEAL)

Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:



JOINDER BY BANK OF CENTRAL FLORIDA

Bank of Central Florida, the holder and owner of a Mortgage encumbering Lots 103 through and including 123, GARDENS PHASE TWO, according to the PHASE TWO PLAT, hereby joins in and consents to the Annexation and subordinates the lien of its Mortgage to all of the terms, conditions and provisions of the Declaration, consents to the referenced Lots annexed becoming Lots under the Declaration and joins in and consents to this Annexation for all of the other purposes set forth in this Annexation.

SIGNED this 29 day of September, 2013.

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Tiffany Stinson

[Signature]
Print Name: Charity Franke

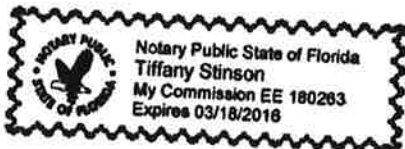
BANK OF CENTRAL FLORIDA

By: [Signature]
Print Name: RANDELL F. HOLLEN
Title: SVP

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29th day of September, 2013, by Randell S. Hollen, as SVP, of BANK OF CENTRAL FLORIDA, on behalf of said Bank, who is ☒ personally known to me or who produced ☐ as identification.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
Print Name: Tiffany Stinson
My commission expires:



INSTR # 2015055659
BK 9487 Pgs 1581-1583 PG(s) 3
RECORDED 03/30/2015 11:36:45 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$27.00
RECORDED BY debbwil1

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esq.
GrayRobinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Recording Data Above

**FIFTH AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GARDENS**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GARDENS ("Amendment") is executed by the undersigned of GARDENS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") for the purpose of amending that certain Declaration of Covenants, Conditions and Restrictions for Gardens recorded January 27, 2005, in Official Records Book 6066, pages 1603 – 1608, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 6722, page 1533, Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 6722, page 1534, Amendment 1 (which is actually the Third Amendment) recorded in Official Records Book 6992, page 1027 and Amendment (which is actually the Fourth Amendment) recorded in Official Records Book 8715, pages 550 – 609, and as further amended by Declaration of Annexation of Additional Lands, recorded in Official Records Book 9099, pages 1502 – 1507, all in the Public Records of Polk County, Florida (collectively "Declaration"). The Terms which are used in this Amendment and which are defined in the Declaration, shall have the meanings ascribed to such terms, as set forth in the Declaration, except to the extent modified or amended by this Amendment.

The undersigned officers of the Association hereby certify that the provisions of this Amendment were approved by the affirmative vote of not less than three-fourths (3/4th) of the Members of the Association present and voting in person or by proxy at a duly called and held meeting of the Members, which meeting was held on February 23, 2014. The Declaration is amended in the following respects.

1. Section 7 of the Declaration is revised as follows (additions are underlined):

Section 7. Visual Obstructions. Outside antenna or satellite dish shall not be located between dwelling units and adjacent street. Back yard only. All mowers, bicycles, appliances, etc., to be permanently stored and outside clothes drying shall only be hung on an umbrella type pole located at the rear of the dwelling unit with as effort made to keep it from street view. All appliance and miscellaneous items of personal property are to be housed in an enclosed permanent structure. All homes must be served by underground utility connections. All

1764934 v2

newspaper boxes shall be mounted on a pole like the post for the mailbox, color is black. Recreation equipment or structures, sports equipment or structures, and other equipment or structures, shall not be placed in the street or road right of way, shall be allowed in the front yard only when in use and shall be stored out of view from the street when not in use. Permanent installation of any such equipment or structures is not permitted in the front yard. Above ground pools are not permitted to be installed on any Lot.

2. The following additional Article VIII is added to the Declaration (this is a new Article and all wording is new):

"ARTICLE VIII.

ARCHITECTURAL REVIEW COMMITTEE

Section 1. Members of the Committee. The Architectural Review Committee ("ARC") shall consist of three (3) persons who shall be appointed by the Board of Directors of the Association, but whose members may include members of the Board of Directors.

Section 2. Review of Construction. The ARC shall exercise all rights granted to the ARC under this Declaration to review proposed improvements and all construction, alterations or additions to improvements, to determine that they are not detrimental to the appearance of the Subdivision as a whole and the appearance of any structure will be in harmony with the surrounding structures and is otherwise desirable. The ARC shall have absolute discretion in the approval or disapproval of any plan and shall establish rules and guidelines setting forth procedures for submission of plans for approval. The ARC shall establish the details in the submittals of plans and specifications which may include, without limitation, floor plans, site plans, landscape plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. The committee shall respond as promptly and as expeditiously as possible to the request for review and approval of proposed construction, alterations and additions and shall in any event render a decision within a period of thirty (30) days after submission. All construction shall be in accordance with governmental laws, rules and regulations ("Applicable Laws") and applicable permits. Once plans have been approved by the ARC, construction shall be strictly in accordance with such approved plans.

Section 3. Variance. The ARC may grant variances from compliance with any architectural provisions of this Declaration when circumstances, such as topography, natural obstructions, hardship, aesthetic or environmental considerations require. However, all improvements on Lots shall comply with all Applicable Laws.

Section 4. Construction. No building or improvement or exterior alteration or addition of existing improvements or the dwelling, shall be permitted without the prior written approval of the ARC in each instance, which approval may be withheld in the sole and exclusive discretion of the ARC. In the event any such construction is permitted, the Owner performing such construction shall obtain all necessary permits and shall comply with all Applicable Laws. Exterior colors of all improvements shall remain the colors initially approved by the ARC, unless the ARC permits any change or modification to such exterior colors.

Section 5. Exclusions. All construction on Lots by building contractors designated as exempt by Gardens of Polk, LLC, shall be exempt from and shall be excluded from compliance with the forgoing review and approval of construction by the ARC, including, without limitation, construction by the building contractor, Southern Homes of Polk County, Inc."

3. In all other respects, the Declaration remains in full force and effect and unamended.

SIGNED this 9th day of March, 2015.

Signed in the presence of the following two witnesses:

Branchi V. Frantz
Print Name: Branchi Frantzis
Danielle Herzog
Print Name: Danielle Herzog

GARDENS HOMEOWNERS ASSOCIATION, INC.

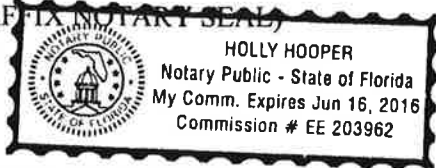
By: [Signature]
Jared Weggeland, President

ATTEST: [Signature]
Michael Peebles, Secretary

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 9th day of March, 2015 by JARED WEGGELAND, as President of GARDENS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation, who is ☒ personally known to me or who has ☐ produced as identification.

(AFFIX NOTARY SEAL)

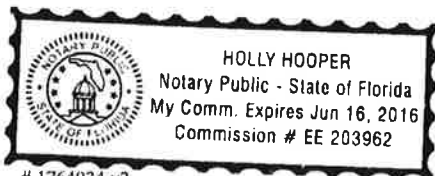


Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 9th day of March, 2015 by MICHAEL PEEPLES, as Secretary of GARDENS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Corporation, who is ☒ personally known to me or who has ☐ produced as identification.

(AFFIX NOTARY SEAL)



1764934 v2

Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

3



INSTR # 2015091757
BK 9531 Pgs 2062-2064 PG(s) 3
RECORDED 05/20/2015 03:45:01 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$27.00
RECORDED BY stacbard

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esq.
GrayRobinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Recording Data Above

**DECLARATION OF ANNEXATION OF PHASE THREE LANDS
INTO
GARDENS PHASE ONE**

This DECLARATION OF ANNEXATION OF ADDITIONAL LANDS INTO GARDENS PHASE ONE ("Annexation") is made this 10th day of April, 2015 by GARDENS OF POLK, LLC, a Florida limited liability company ("Gardens of Polk").

RECITALS

A. Gardens of Polk is the owner of certain Lots in Gardens Phase One ("Subdivision") according to the Plat thereof recorded in Plat Book 137, pages 23 – 24, Public Records of Polk County, Florida ("Phase One Plat") and certain Lots in Gardens Phase Two ("Phase Two Subdivision") according to the Plat thereof recorded in Plat Book 154, pages 29 – 30, Public Records of Polk County, Florida ("Phase Two Plat").

B. The Subdivision, as expanded to include the Phase Two Subdivision, is subject to the Declaration of Covenants, Conditions and Restrictions for Gardens Phase One, recorded January 27, 2005, in Official Records Book 6066, pages 1603 – 1608, Public Records of Polk County, Florida, as amended ("Declaration"). The Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions of Gardens Phase One recorded August 3, 2012 in Official Records Book 8715, pages 550 – 609, Public Records of Polk County, Florida ("Amendment"). The Phase Two Subdivision was annexed into the Subdivision by the recording of the Declaration of Annexation recorded in Official Records Book 9099, pages 1502 – 1507, Public Records of Polk County, Florida ("Phase Two Annexation").

C. Gardens Homeowners Association, Inc., a Florida not-for-profit corporation ("Association") is the Association described in the Declaration and is responsible for enforcing the covenants, managing, maintaining and repairing the common area, and collecting assessments pursuant to the provisions of the Declaration, as amended.

D. As provided in Article VI of the Declaration, as amended by the Amendment, Gardens of Polk, as the owner of the Phase Two Property as described in the Amendment, has the right to annex additional lands into the Subdivision so as to be subject to the Declaration, as amended, and to add additional lands as Common Area under the Declaration, as amended, to be maintained by the Association.

E. As provided in the Amendment, upon the annexation of additional lands to be subject to the Declaration, as amended, the owners of Lots in such lands, shall be deemed members of the

Association, and the Lots reflected on the plat of the additional land shall be deemed Lots under the Declaration, as amended.

F. Tract C as depicted on the Phase Two Plat, the remainder of the Phase Two Property which was not annexed into the Subdivision by the Phase Two Annexation, is being annexed into the Subdivision at this time and is by this document being made subject to the Declaration, as amended. Gardens of Polk is the owner of all of the lands being annexed into the Subdivision.

G. Tract C as depicted on the Phase Two Plat has been re-platted by the filing by Gardens of Polk of a new plat, GARDENS PHASE THREE,, which is recorded in Plat Book 157, pages 17 - 18, Public Records of Polk County, Florida ("Phase Three Plat").

H. All terms which are defined under the Declaration, as amended, shall have the meanings ascribed to such terms when used in this Annexation.

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants and agreements hereinafter set forth, and for other good and valuable considerations, it is agreed as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated into this Annexation by this reference.

2. Annexation. Lots 124 through and including 150, appearing upon the Phase Three Plat, are hereby annexed into the Subdivision as additional Lots, whose members shall be deemed members of the Association, and which Lots shall be deemed Lots under the Declaration, as amended


3. Common Area. The extension of the Majestic Gardens Boulevard as depicted upon the Phase Three Plat is annexed into the Subdivision, shall be additional Common Area and the Association shall be obligated to maintain, repair and replace the roadway located within the boundaries of the Majestic Gardens Boulevard extension as depicted upon the Phase Three Plat.

4. Joinder by Association. The Association joins in this Annexation for the purpose of accepting the duty and obligation to maintain, repair and replace the roadway constituting the extension of Majestic Gardens Boulevard as set forth on the Phase Three Plat.

5. Binding Effect. This Annexation is binding upon and shall be for the benefit of Gardens of Polk, the Association and their respective successors and assigns.

SIGNED the day and year first above written.

Signed in the presence of the following two witnesses:


Print Name: Thomas Penltm

Print Name: _____



GARDENS OF POLK, LLC

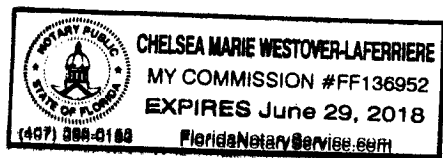
By: _____

Print name: Edward H. Lederer, Jr., Manager

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10 day of April, 2015 by Edward H. Ladeur Jr., as Manager of GARDENS OF POLK, LLC, a Florida limited liability company, on behalf of said Company, who is ☒ personally known to me or who ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



Chelsea Marie Westover-Laferriere
NOTARY PUBLIC, State at Large
Print Name: Chelsea Marie Westover-Laferriere
My commission expires: _____

JOINDER BY ASSOCIATION

The Association hereby joins in the Annexation for the purpose of acknowledging and agreeing to the foregoing.

SIGNED this 10th day of April, 2015.

Signed in the presence of the following two witnesses:

Thomas Poulton
Print Name: Thomas Poulton

Print Name: _____

Mr. Jared Weggeland
GARDENS HOMEOWNERS ASSOCIATION, INC.

By: Jared Weggeland
Print Name: Jared Weggeland
Title: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10 day of April, 2015, by JARED WEGGELAND, as President of GARDENS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said Association, who is ☐ personally known to me or who produced ☐ _____ as identification.

(AFFIX NOTARY SEAL)



Chelsea Marie Westover-Laferriere
NOTARY PUBLIC, State at Large
Print Name: Chelsea Marie Westover-Laferriere
My commission expires: _____

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esq.
GrayRobinson, P.A.
Post Office Box 3
One Lake Morton Drive
Lakeland, Florida 33802-0003
(863) 284-2200

Handwritten signature/initials

Recording Data Above

**AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
GARDENS PHASE ONE**

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GARDENS PHASE ONE ("Amendment") is executed and acknowledged by not less than three-quarters (3/4th) of the Members of GARDENS HOMEOWNERS ASSOCIATION, INC, a Florida not-for-profit corporation ("Association") for the purpose of amending that certain Declaration of Covenants, Conditions and Restrictions for GARDENS PHASE ONE, recorded January 27, 2005 in Official Records Book 6066, page 1603 – 1608, Public Records of Polk County, Florida ("Declaration"), which is the Association responsible for maintenance and management of the common areas for the subdivision known as Gardens Phase One ("Subdivision"), according to the Plat thereof recorded in Plat Book 137, pages 23 – 24, Public Records of Polk County, Florida ("Plat"). The terms which are used in this Amendment and which are defined in the Declaration, shall have the meanings ascribed to such terms, as set forth in the Declaration, except to the extent modified or amended by this Amendment. Since the original developer, Signature Homes of Central Florida, Inc., no longer owns any lots in the Subdivision, there is no longer a Class B Membership and there are only Class A Members. The Declaration is amended in the following respects:

1. Section 5 of Article III of the Declaration is deleted in its entirety.
2. The third sentence of Section 7 of Article III of Declaration is deleted and in lieu thereof the following is substituted:

"The Board of Directors shall fix the amount of the annual assessments against each Lot at least thirty (30) days in advance of the due date thereof, and shall establish the date or dates such amounts become due."
3. The first sentence of Section 8 of Article III is deleted and in lieu thereof the following is substituted:

"Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid."

4. Section 9 of Article V of the Declaration is deleted in its entirety and the following is substituted:

"Section 9. Maintenance. Each Owner shall be obligated to maintain and repair each Owner's Lot and the dwelling constructed on such Owner's Lot, and all improvements on such Owner's Lot, including all buildings, fences, fixtures, and appurtenances in a good, attractive state of repair and condition and shall maintain all landscaping, in a good, attractive condition, all as determined by the Board of Directors of the Association, so that they do not detract from the Subdivision. Each Owner shall be obligated to periodically, at least once each week during the summer months, cut the grass and lawn on the Owner's Lot so that the lawn is maintained in a good and attractive condition. Maintenance of the dwelling and other improvements on the Owner's Lot shall include maintenance of the exterior, including painting, cleaning and repair of any damage to the exterior and maintenance of the roof in a good, attractive water tight condition as determined by the Board of Directors of the Association. In the event that the Owner of any Lot fails to perform any repair or maintenance obligations or other affirmative duty or obligation specified in this Declaration, the Association, through the Board of Directors shall have the right, but not the responsibility or duty, to enter upon the Lot, and perform such repair and maintenance, or perform such duty or responsibility of the Owner, after providing the Owner not less than fourteen (14) days prior written notice, and the Association is hereby granted a temporary easement for such purposes. In the event of such entry and performance of such work, the Owner of such Lot shall be obligated to reimburse the Association for the costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within ten (10) days after written notice of the amount of such claim, failing which, the Association shall be entitled to all rights and remedies for collection of such amount in the same manner as the collection of an assessment and shall have the right to file a lien against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for assessment. In connection with the entry upon any Lot in the Subdivision for the purpose of carrying out the foregoing rights, the Association may delegate the right of entry and right to perform such work to such contractor and agent as the Association shall deem appropriate and necessary."

5. Section 16 of Article V of the Declaration is deleted in its entirety.

6. Article VI of the Declaration is deleted in its entirety and the following is substituted:

"Article VI. Annexation of Additional Property.

The property located adjacent to the subdivision and described on the attached Exhibit "A" ("Phase Two Property") may be annexed into the subdivision within the sole discretion of the owner of the Phase Two Property, currently Gardens of Polk, LLC, so long as such annexation is accomplished not later than January 1, 2025, and so long as the additional lots into which the Phase Two Property is subdivided does not exceed 250 lots. The foregoing annexation shall be accomplished by a Declaration of Annexation by the owner of the Phase Two Property and upon annexation, Owners of Lots in Phase Two Property shall be deemed Members of the Association and the Lots in the Phase Two Property shall be deemed Lots under this Declaration and the Phase Two Property shall then subject to all of the terms, conditions and provisions of this Declaration. Any common areas specified in the Declaration of Annexation and set forth on the Plat of the Phase Two Property at the time of the annexation, shall be deemed Common Area under this Declaration."

7. Section 3 of Article VII of the Declaration is deleted in its entirety, and the following is substituted:

"Section 3. Amendments. This Declaration may be amended by the affirmative vote of not less than three-fourths (3/4ths) of the Members present and voting in person or by proxy at a duly called and held meeting of the Members. An amendment to this Declaration shall be evidenced by an instrument signed by the President or Vice President of the Association, setting forth the text of the Amendment which shall depict the words deleted by lining through such words and the words added by underlining such new words, except to the extent that provisions are deleted in their entirety. Such instruments shall also certify that the Amendment has been approved by the affirmative vote of not less than three-fourths (3/4th) of the Members present and voting in person or by proxy at a duly called and held meeting of the Members."

8. The following new Section 6 is added to Article VII of the Declaration:

"Section 6. Fines. In the event of the violation by an Owner or any tenant, guest or invitee of the provisions of this Declaration, in addition to any and all other remedies or rights of the Association, the Association shall have the right to suspend for such period of time as the Directors deems reasonable, the rights of the Member or Member's tenants, guests or invitees, or both, to use any portion of the Common Area and, in addition, the Association may levy fines, not to exceed \$100 per violation, against any Member or any tenant, guest or invitee for such violation, except that no fine shall exceed, cumulatively, \$5,000. Such fine or suspension may only be imposed after not less than fourteen (14) days prior written notice and after providing an opportunity for a hearing before a committee of at least three (3) Members appointed by the Directors who are not officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of any officer, Director or employee of the Association in accordance with procedures to be established by the Directors. Such committee shall either ratify or disagree with the fine and if the committee does not agree with the fine, the

fine shall not be levied. If a majority of the committee agrees with the fine, the fine shall be paid within a period of ten (10) days after written notice of the decision of the committee. If the fine is levied against a tenant and is not paid within ten (10) days from the date due, the Association shall have the right, power and authority to evict the tenant from the dwelling occupied by such tenant. Any lease of a dwelling shall be deemed to incorporate by reference the provisions of this Declaration, including, without limitation, the foregoing authority to evict a tenant for violation of any rule or regulation promulgated by the Association through its directors or any of the provisions of this Declaration. In the event fines are not paid, fines shall be enforceable by legal proceedings and the prevailing party in such legal proceeding shall be entitled to recover from the non-prevailing party the prevailing party's reasonable attorney's fees and cost at the trial and appellate levels as determined by the court."

9. The Bylaws in the form attached hereto as Exhibit "B" are hereby adopted as the Bylaws of the Association.

10. In all other respects, the Declaration remains in full force and effect and unamended.

SIGNED this 3rd day of August, 2012.

Signed in the presence of the following two witnesses:

Michael Peoples
Print Name: MICHAEL PEOPLES

Jess Smith
Print Name: JESS SMITH

GARDENS OF POLK, LLC

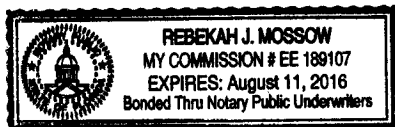
By: Edward H. Laderer, Jr.
Edward H. Laderer, Jr., Manager

OWNER OF LOTS: 12, 13, 36, 38, 39, 40, 51, 53, 57, 59, 60, 61, 62, 63, 66, 67, 74, 75, 77, 78, 82, 83 and 84.

STATE OF FLORIDA
COUNTY OF POLK

Aug The foregoing instrument was acknowledged before me this 3 day of Aug, 2012 by EDWARD H. LADERER, JR., as Manager of GARDENS OF POLK, LLC, a Florida limited liability company, on behalf of said Company, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



Rebekah J. Mossow
NOTARY PUBLIC, State at Large
Print Name: REBEKAH J. MOSSOW
My commission expires: 8-11-16

SIGNED this 3rd day of August, 2012.
Signed in the presence of the
following two witnesses:

[Signature]
Print Name: MICHAEL PEREYAS

[Signature]
Print Name: JESS SMITH

SOUTHERN HOMES OF POLK
COUNTY, INC.

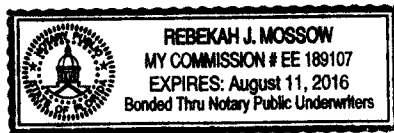
By: [Signature]
EDWARD H. LADERER, JR., President

OWNER OF LOTS: 41, 52, 68, 73 and 91

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3 day of Aug, 2012 by EDWARD H. LADERER, JR., as President of Southern Homes of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large

Print Name: REBEKAH J. MOSSOW

My commission expires: 8-11-16

SIGNED this 12th day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Luke Markham
Print Name: Luke Markham

David R. Keener
Print Name: DAVID R. KEENER

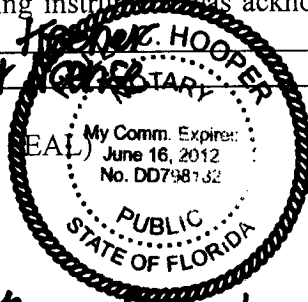
Print Name: _____

OWNERS OF LOT: 2

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by David Hooper, who is ☐ personally known to me or who has ☐ produced driver license as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____

SIGNED this 12th day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Luke Markham
Print Name: Luke Markham

Jared B. Adams
Print Name: Jared B. Adams

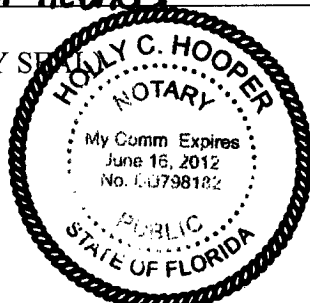
Print Name: _____

OWNERS OF LOT: 07

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Jared B. Adams, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper

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SIGNED this 11 day of June, 2012.

Signed in the presence of the
following two witnesses:

Virginia Edwards
Print Name: Virginia Edwards

Luke Markham
Print Name: Luke Markham

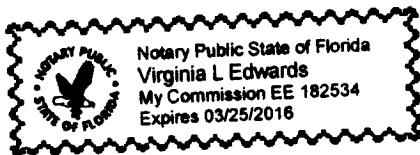
Sharon D. Keener
(SHARON D. KEENER)

OWNERS OF LOT: # 2

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 11 day of June, 2012 by
Sharon Keener ~~Barbara J. Smith~~, who is ☒ personally known to me or who has ☐ produced _____
_____ as identification.

(AFFIX NOTARY SEAL)



Virginia L. Edwards
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards
My commission expires: 3/25/2016

SIGNED this 21st day of May, 2012

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Virginia Edwards

[Signature]
Print Name: MICHAEL PEEPLER

[Signature]
Print Name: Michelle Ximines

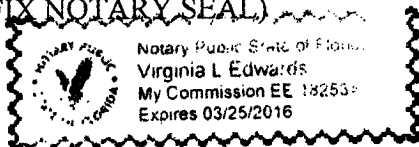
[Signature]
Print Name: PATRICK XIMINES

OWNERS OF LOT: ~~6~~ 6

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21st day of May, 2012 by PATRICK XIMINES + Michelle Ximines, who is ☐ personally known to me or who has ☒ produced FL DLic # X552-558-68-7560 as identification.
Michelle Ximines

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards
My commission expires: 3/25/2016

SIGNED this 21st day of MAY, 2012

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Virginia Edwards

[Signature]
Print Name: MICHAEL PEEPLER

[Signature]
Print Name: NORMA CONSTANTINO

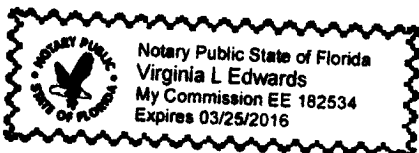
Print Name: _____

OWNERS OF LOT: 89

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21st day of MAY, 2012 by NORMA CONSTANTINO, who is ☐ personally known to me or who has ☒ produced FL Lic # G524-02381-877-0 as identification.

(AFFIX NOTARY SEAL)



1144770 v3

[Signature]
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards
My commission expires: 3/25/2016

SIGNED this 12th day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Rue Mae
Print Name: Luke Markham

STATE OF FLORIDA
COUNTY OF POLK

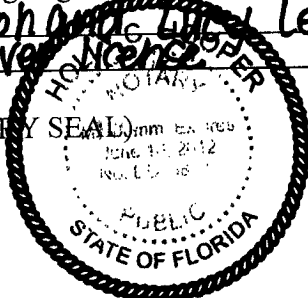
Ralph W. Lent Jr.
Print Name: Ralph W. Lent Jr.

Lucy Lent
Print Name: LUCY LENT

OWNERS OF LOT: 9
447 Majestic GDN Blvd.

The foregoing instrument was acknowledged before me this 12th day of December 2011 by Ralph W. Lent Jr. who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

SIGNED this 12th day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Rue Mae
Print Name: Luke Markham

STATE OF FLORIDA
COUNTY OF POLK

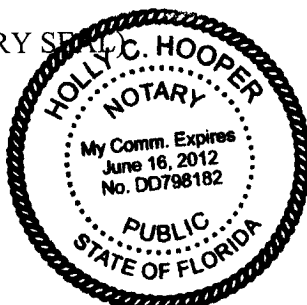
Ashley Linton
Print Name: Ashley Linton

Print Name: _____

OWNERS OF LOT: 31

The foregoing instrument was acknowledged before me this 12th day of December 2011 by Ashley Linton, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

SIGNED this 23 day of May, 2011.
Signed in the presence of the
following two witnesses:


[Signature]
Print Name: Jared M. Pratt
[Signature]
Print Name: Jared M. Pratt

[Signature]
Print Name: Kristin Suits
Second
WITNESS:
[Signature]
Print Name: Brenda Brothers

OWNERS OF LOT: 11

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23 day of May, 2011 by Kristin Suits, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)
 **SHIRLEY A. CRUZ**
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE113724
Expires 7/18/2015

[Signature]
NOTARY PUBLIC, State at Large
Print Name: Shirley A. Cruz
My commission expires: 7/18/2015

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 7th day of May, 2012.
Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: Arlene Vuona

Jessica D. Walker
Print Name: Jessica Walker

STATE OF FLORIDA
COUNTY OF POLK

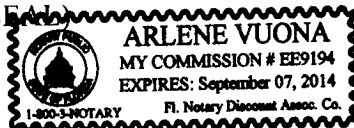
Ray M. Turner
Print Name: Ray M. Turner

Jean M. Turner
Print Name: Jean M. Turner

OWNERS OF LOT: 14

The foregoing instrument was acknowledged before me this 7th day of May, 2012 by Ray M. Turner & Jean M. Turner who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 7th day of May, 2012

Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: Arlene Vuona

Jessica D. Walker
Print Name: Jessica Walker

STATE OF FLORIDA
COUNTY OF POLK

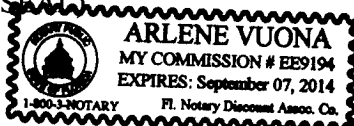
Noreen L. Weeks
Print Name: Noreen L. Weeks

Print Name: _____

OWNERS OF LOT: 14

The foregoing instrument was acknowledged before me this 7th day of May, 2012 by Noreen L. Weeks who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 31 day of MAY, 2012.
Signed in the presence of the
following two witnesses:

[Signature]
Print Name: Joe F McGinn

[Signature]
Print Name: John H. Stanton

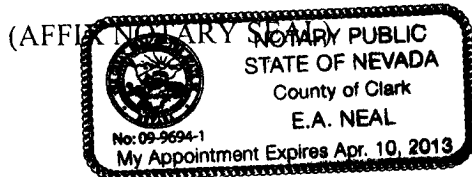
[Signature]
Print Name: Fred W. marentic

[Signature]
Print Name: Alfreda marentic

OWNERS OF LOT: 15

STATE OF ~~FLORIDA~~
COUNTY OF ~~POLK~~

The foregoing instrument was acknowledged before me this 31 day of May, 2012 by Fred W. marentic & Alfreda marentic, who is ☐ personally known to me or who has ☒ produced Nevada DL as identification.



[Signature]
NOTARY PUBLIC, State at Large Nevada
Print Name: Evelyn Neal
My commission expires: 4-10-2013

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 13th day of April, 2012.
Signed in the presence of the
following two witnesses:

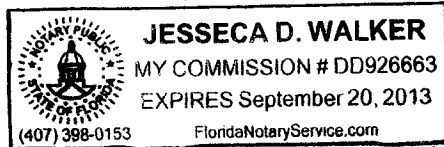
Jessica D Walker
Print Name: Jessica Walker
Diane Amatore
Print Name: Diane Amatore

Steven Charles Zdenawicz
Print Name: Steven Charles Zdenawicz
Marilyn Carol Zdenawicz
Print Name: Marilyn Carol Zdenawicz
OWNERS OF LOT: 17

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 13th day of April, 2012 by Steven Charles Zdenawicz & Marilyn Carol Zdenawicz, who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Jessica D Walker
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 12th day of December, 2011. My commission expires:

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper
Luke Mackham
Print Name: Luke Mackham

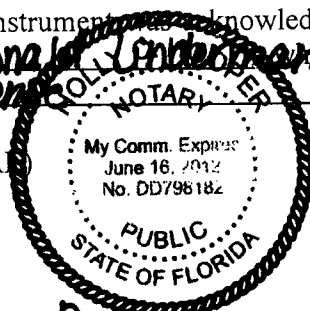
Sharon Linderman
Print Name: SHARON LINDERMAN
Ronald Linderman
Print Name: RONALD LINDERMAN

OWNERS OF LOT: 30
118 Majestic 60N Ct.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Sharon & Ronald Linderman is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

SIGNED this 12th day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper
Luke Mackham
Print Name: Luke Mackham

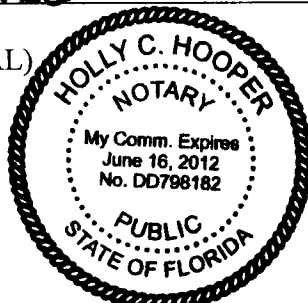
ALLEN W. SMITH
Print Name: Allen W. Smith
Print Name: Allen W. Smith

OWNERS OF LOT: 19

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Allen Smith, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper

1144770 v3

SIGNED this 14th day of June, 2012.

Signed in the presence of the
following two witnesses:

Virginia Edwards
Print Name: Virginia Edwards

Luke Markham
Print Name: Luke Markham

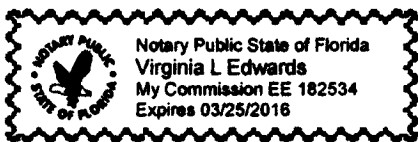
Barbara J. Smith
Barbara J. Smith

OWNERS OF LOT: #19

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14th day of June, 2012 by
Barbara J. Smith, who is ☐ personally known to me or who has ☒ produced FL DR Lic
#R240-070-38-621-D as identification.

(AFFIX NOTARY SEAL)



Virginia L. Edwards
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards
My commission expires: 3/25/2016

SIGNED this 29 day of June, 2012.
Signed in the presence of the
following two witnesses:

Jessica D Walker
Print Name: Jessica Walker

M P Vuona
Print Name: M P VUONA

Douglas B. Fogel Jr.
Print Name: DOUGLAS B. FOGEL JR

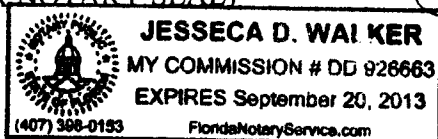
Heather L Fogel
Print Name: Heather L Fogel

OWNERS OF LOT: 20

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 29 day of June, 2012 by Douglas B Fogel Jr and Heather L Fogel who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Jessica D Walker
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 29 day of June, 2012.
Signed in the presence of the
following two witnesses:

Jessica D Walker
Print Name: Jessica Walker
Diane Anzelone
Print Name: Diane Anzelone

Douglas B Fogel Sr
Print Name: Douglas B Fogel Sr
Heidi J Fogel
Print Name: Heidi J Fogel
OWNERS OF LOT: 21

STATE OF FLORIDA
COUNTY OF POLK

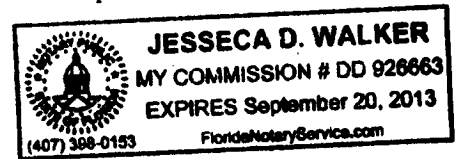
The foregoing instrument was acknowledged before me this 29 day of June, 2012 by *, who is ☐ personally known to me or who has ☒ produced DC as identification.

(AFFIX NOTARY SEAL)

*Douglas B Fogel Sr and
Heidi J. Fogel, his wife

Jessica D Walker
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.



Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____
OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 25th day of May, 2012.
Signed in the presence of the
following two witnesses:

Jessica D Walker
Print Name: Jessica Walker
Melissa V...
Print Name: MELISSA V...

May
Print Name: Marquell D. Ivey

Print Name: _____

OWNERS OF LOT: 22

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 25th day of May, 2012 by Marquell D. Ivey, who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Jessica D Walker
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 27th day of April, 2012.
Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: Arlene Vuona

Jessica Walker
Print Name: Jessica Walker

Paul R. Fischer
Print Name: Paul R. Fischer

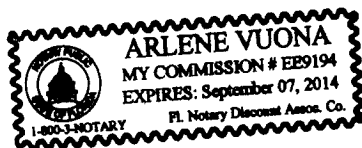
Mary M. Fischer
Print Name: Mary M. Fischer

OWNERS OF LOT: 23

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 27th day of April, 2012 by Paul R. Fischer & Mary M. Fischer, who is ☐ personally known to me or who has ☒ produced De as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 16 day of March, 2011.

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Luke Mark

Holly Hooper
Print Name: Holly Hooper

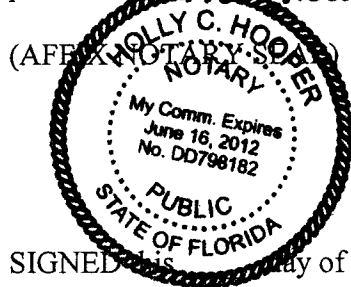
[Signature]
Print Name: Dung Nguyen

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of March, 2011 by Dung Nguyen, who is ☐ personally known to me or who has ☒ produced driver license as identification.



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____

SIGNED this 16th day of March, 2011.

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Luke Markham

Holly Hooper
Print Name: Holly Hooper

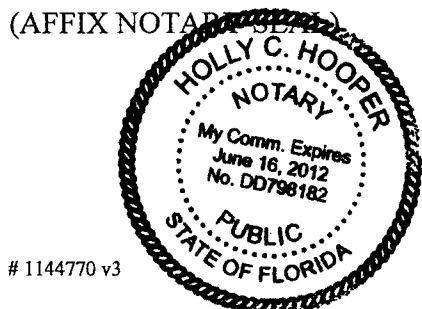
[Signature]
Print Name: Russ Cambon aka
THOMAS R. CAMBRON

Print Name: _____

OWNERS OF LOT: 58

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of March, 2011 by Russ Cambon, who is ☐ personally known to me or who has ☒ produced driver license as identification.



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____

1144770 v3

SIGNED this 4th day of May, 2012.
Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: A. Vuona

Jessica D Walker
Print Name: Jessica Walker

STATE OF FLORIDA
COUNTY OF POLK

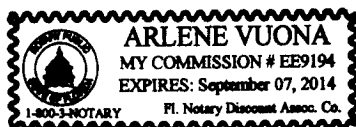
Linda F. Williams
Print Name: Linda F. Williams

Print Name: _____

OWNERS OF LOT: 26

The foregoing instrument was acknowledged before me this 4th day of May, 2012 by Linda F. Williams, who is ☐ personally known to me or who has ☒ as identification.
produced DL

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ as identification.
produced _____

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

My commission expires:

SIGNED this 20th day of May, 2012

Signed in the presence of the following two witnesses:

Virginia L. Edwards
Print Name: Virginia L. Edwards

Angel Edwards
Print Name: Angel Edwards

Richard E. Plank
Print Name: Richard E. Plank

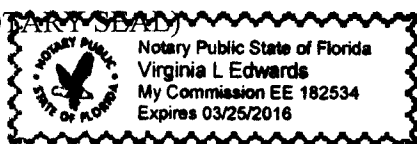
Deborah L. Plank
Print Name: Deborah L. Plank

OWNERS OF LOT: 27

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 20th day of May, 2011 by RICHARD E. PLANK & DEBORAH L. PLANK who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



Virginia L. Edwards
NOTARY PUBLIC, State at Large

Print Name: Virginia L. Edwards
My commission expires: 3/25/2016

SIGNED this 20th day of May, 2012

Signed in the presence of the following two witnesses:

Alex Rodriguez
Print Name: Alex Rodriguez

Virginia L. Edwards
Print Name: Virginia L. Edwards

Nancy Rodriguez
Print Name: Nancy Rodriguez

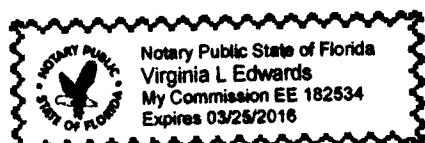
Alex Rodriguez
Print Name: Alex Rodriguez

OWNERS OF LOT: 44

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 20th day of May, 2011 by Alex & Nancy Rodriguez, who is ☐ personally known to me or who has ☒ produced FLIC # R362-010-86-291-0 as identification.
R362-633-86-9570

(AFFIX NOTARY SEAL)



114477643

Virginia L. Edwards
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards

SIGNED this 16 day of March, 2012.

Signed in the presence of the following two witnesses:

Print Name: Arlene Vuona

Print Name: Stan Abalone

Print Name: Amitkumar S. Patel

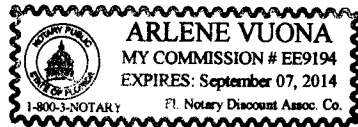
Print Name: Gitesh D. Amin

OWNERS OF LOT: 2B

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16 day of March, 2012 by Amitkumar S. Patel & DL's, who is ☐ personally known to me or who has ☒ produced DL's as identification.

* A single man and Gitesh D. Amin a married man
(AFFIX NOTARY SEAL)



NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this 22nd day of March, 2012.
Signed in the presence of the
following two witnesses:

Alene Vuona
Print Name: Alene Vuona

Jessica Walker
Print Name: Jessica Walker

STATE OF FLORIDA
COUNTY OF POLK

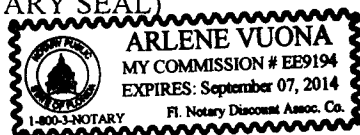
Tia R. Neil McNabb
Print Name: Tia R. Neil McNabb

Print Name: _____

OWNERS OF LOT: 29

The foregoing instrument was acknowledged before me this 22nd day of March, 2012 by Tia R. Neil McNabb, who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Alene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 12 day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Luke Markham
Print Name: Luke Markham

Todd S. Thuma
Print Name: Todd S. Thuma

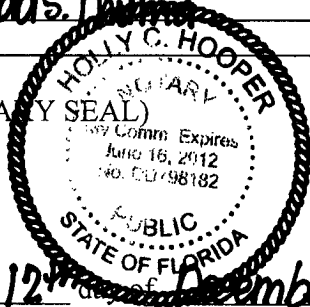
Print Name: _____

OWNERS OF LOT: 49
340 Majestic Gardens Dr

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Todd S. Thuma, who is ☐ personally known to me or who has ☒ produced _____ as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____

SIGNED this 12th day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Luke Markham
Print Name: Luke Markham

Richard E. Bolden
Print Name: RICHARD E. BOLDEN

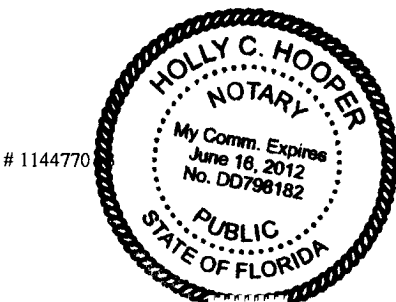
Print Name: _____

OWNERS OF LOT: 32

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Richard E. Bolden, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____

SIGNED this 30th day of ~~June~~ ^{July}, 2012.

Signed in the presence of the
following two witnesses:

Virginia Edwards
Print Name: Virginia Edwards

Michael Peeres-Morris
Print Name: Michael Peeres

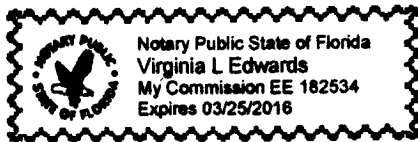
Rebecca Ann Thuma
Rebecca Ann Thuma

OWNERS OF LOT: #49

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 30th day of ~~June~~ ^{July}, 2012 by
Rebecca Ann Thuma, who is ☐ personally known to me or who has ☒ produced FL. Dr. Lic
#TS00-721-80-8290 as identification.

(AFFIX NOTARY SEAL)



Virginia L. Edwards
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards
My commission expires: 03/25/2016

SIGNED this 12th day of December, 2011. My commission expires:

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Luke Markham
Print Name: Luke Markham

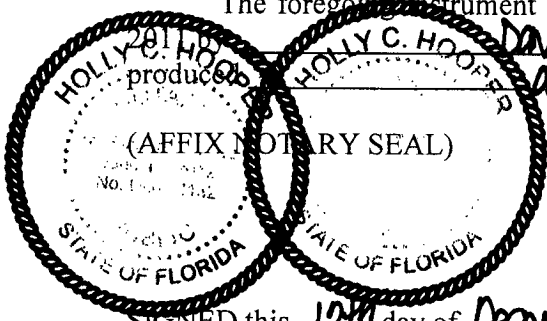
[Signature]
Print Name: DAVID BARTON

Print Name: _____

OWNERS OF LOT: 34

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by David Barton who is ☐ personally known to me or who has ☒ produced driver license as identification.



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

SIGNED this 12th day of December, 2011.

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Luke Markham
Print Name: Luke Markham

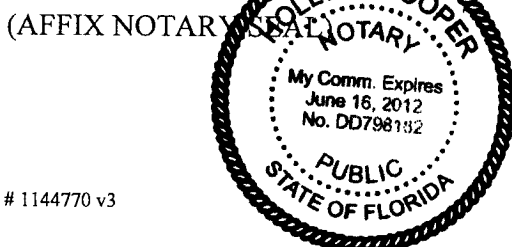
[Signature]
Print Name: Curt Daniels

Barbara Daniels
Print Name: Barbara Daniels

OWNERS OF LOT: #95

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Curt & Barbara Daniels, who is ☐ personally known to me or who has ☒ produced driver license as identification.



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper

1144770 v3

SIGNED this 7th day of April, 2012.

Signed in the presence of the following two witnesses:

DERIA D. CLARK
Print Name: DERIA D. CLARK

VIRGINIA EDWARDS
Print Name: VIRGINIA EDWARDS

STATE OF FLORIDA
COUNTY OF POLK

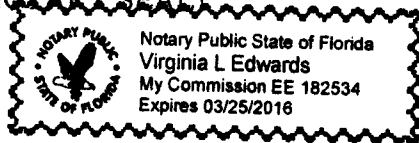
GORDON L. CLARK
Print Name: GORDON L. CLARK

Print Name: _____

OWNERS OF LOT: 6DN 42

The foregoing instrument was acknowledged before me this 7th day of April, 2012 by GORDON L. CLARK, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



VIRGINIA L. EDWARDS
NOTARY PUBLIC, State at Large
Print Name: VIRGINIA L. EDWARDS
My commission expires: 3/25/2016

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 23 day of MAY, 2012

Signed in the presence of the
following two witnesses:

Virginia Edwards
Print Name: Virginia Edwards
Michael Peeples
Print Name: Michael Peeples

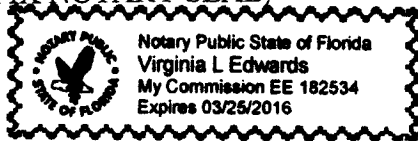
Corey Skinner
Print Name: Corey Skinner
Brittney Skinner
Print Name: Brittney Skinner

OWNERS OF LOT: 45

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23rd day of MAY, 2012 by COREY & BRITNEY SKINNER, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



Virginia L. Edwards
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards
My commission expires: 3/25/2016

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 26th day of MAY, 2011.

Signed in the presence of the
following two witnesses:

Virginia L Edwards
Print Name: Virginia L Edwards
Michael Peoples
Print Name: Michael Peoples

Elise Belizaire
Print Name: Elise Belizaire
Ernst Belizaire
Print Name: Ernst Belizaire

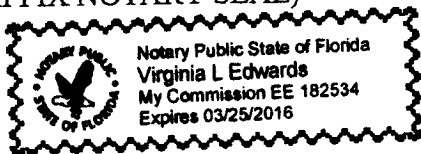
OWNERS OF LOT: 48

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26th day of MAY, 2011 by Elise & Ernst Belizaire, who is ☐ personally known to me or who has ☒ produced FLC # B426-200-78-633-0 as identification.

FLC # B426-200-78-227-0

(AFFIX NOTARY SEAL)



Virginia L Edwards
NOTARY PUBLIC, State at Large
Print Name: Virginia L Edwards
My commission expires: 3/25/2016

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 12th day of December, 2011.
Signed in the presence of the
following two witnesses:

[Signature]
Print Name: SUE GRILLS
[Signature]
Print Name: AKA SUSAN E. GRILLS
[Signature]
Print Name: AKA RONALD V. GRILLS

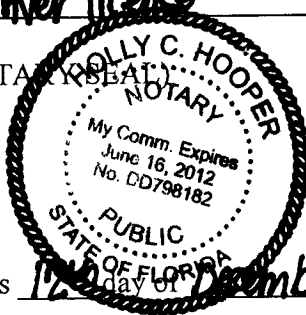
STATE OF FLORIDA
COUNTY OF POLK

Witnesses:
[Signature]
Print Name: Holly Hooper
[Signature]
Print Name: Luke Markham

OWNERS OF LOT: 55
410 Majestic GDN Dr.

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Sue Grills / Ron Grills, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

SIGNED this 12th day of December, 2011.

Signed in the presence of the
following two witnesses:

[Signature]
Print Name: RAY CONTOIS
[Signature]
Print Name: JANE CONTOIS

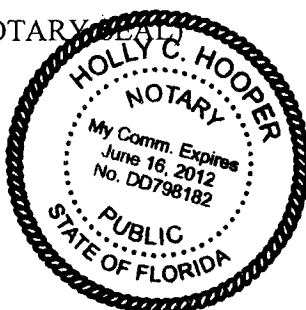
STATE OF FLORIDA
COUNTY OF POLK

Witnesses:
[Signature]
Print Name: Holly Hooper
[Signature]
Print Name: Luke Markham

OWNERS OF LOT: 65

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Ray and Jane Contois, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

1144770 v3

SIGNED this 31st day of March, 2012

Signed in the presence of the
following two witnesses:

[Signature]
Print Name: Janet L. Backman

[Signature]
Print Name: Luke Markham

[Signature]
Print Name: Dorecc M. Harris

Print Name: _____

OWNERS OF LOT: 71

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 31st day of March, 2012 by Dorecc M. Harris, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC, State at Large
Print Name: JANET L. BACKMAN
MY COMMISSION # EE177337
EXPIRES March 08, 2016
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 18 day of July, 2012.
Signed in the presence of the
following two witnesses:

MP Vuona
Print Name: MP VUONA
Arlene Vuona
Print Name: Arlene Vuona

Reginald B. Martin
Print Name: Reginald B Martin

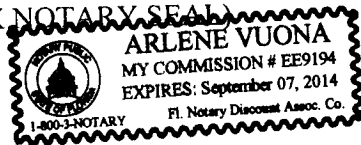
Print Name: _____

OWNERS OF LOT: 72

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18 day of July, 2012 by Reginald B Martin, who is ☒ personally known to me or who has ☐ produced DL as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this 24th day of July, 2012.
Signed in the presence of the
following two witnesses:

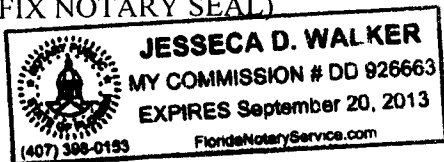
Jessica D Walker
Print Name: Jessica Walker
m & v v v v v v v v
Print Name: m & v v v v v v v v

Harold Vincent Harvey
Print Name: Harold Vincent Harvey
Print Name: _____
OWNERS OF LOT: 76

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 24th day of July, 2012 by Harold Vincent Harvey, who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Jessica D Walker
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

m & v v v v v v v v
Print Name: m & v v v v v v v v
Print Name: _____
Print Name: _____

Print Name: _____
Print Name: _____
OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 26th day of April, 2012.

Signed in the presence of the following two witnesses:

Arlene Vuona
Print Name: Arlene Vuona

Isseca Walker
Print Name: Isseca Walker

John P. Slowik
Print Name: John P. Slowik

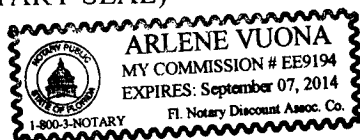
Lien M. Slowik
Print Name: Lien M. Slowik

OWNERS OF LOT: 80

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26th day of April, 2012 by John P. Slowik & Lien M. Slowik, who is ☐ personally known to me or who has ☒ as identification.
produced DL

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ as identification.
produced _____

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 11th day of May, 2012.
Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: A. Vuona

Jessica Walker
Print Name: Jessica Walker

STATE OF FLORIDA
COUNTY OF POLK

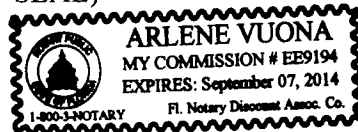
Juan Velez-Muniz
Print Name: Juan Velez-Muniz

Print Name: _____

OWNERS OF LOT: 81

The foregoing instrument was acknowledged before me this 11th day of May, 2012 by Juan Velez-Muniz, who is ☐ personally known to me or who has ☒ as identification.
produced DL

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ as identification.
produced _____

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this 13th day of July, 2012.
Signed in the presence of the
following two witnesses:

Jessica D Walker
Print Name: Jessica Walker

Arlene Vuon
Print Name: Arlene Vuon

Robin N. Crosdale
Print Name: Robin N. Crosdale

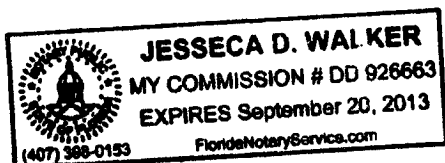
Print Name: _____

OWNERS OF LOT: 86

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 13th day of July, 2012 by Robin N. Crosdale, who is ☐ personally known to me or who has ☒ produced Id as identification.

(AFFIX NOTARY SEAL)



Jessica D Walker
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011. *My commission expires:*

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: 87

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires:

SIGNED this 21st day of May, 2012

Signed in the presence of the following two witnesses:

Virginia Edward
Print Name: Virginia Edward

Michael Perles
Print Name: Michael Perles

Krista Geller
Print Name: Krista Geller

Jerode Geller
Print Name: Jerode Geller

OWNERS OF LOT: 87

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 21st day of May, 2012 by Jerode & Krista Geller, who is ☐ personally known to me or who has ☒ produced FL Lic # G460-512-84-786-0 as identification.

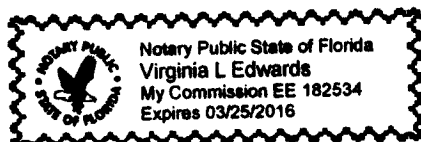
G460-2439-85-207-0

(AFFIX NOTARY SEAL)

Virginia L. Edwards
Print Name: Virginia L. Edwards

NOTARY PUBLIC, State at Large

My commission expires: 3/25/2016



1144770 v3

SIGNED this 8th day of June, 2012.
Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: Arlene Vuona
Isaca Walker
Print Name: Isaca Walker

Lynsi B. Arndt
Print Name: Lynsi Arndt

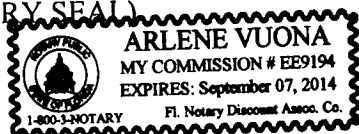
Print Name: _____

OWNERS OF LOT: 90

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of June, 2012 by Lynsi Arndt, who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this 20 day of July, 2012.
Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: Arlene Vuona

Robert J. Jackson Sr
Print Name: Robert J. Jackson Sr

M.P. Vuona
Print Name: M.P. Vuona

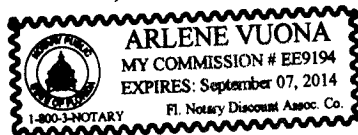
Print Name: _____

OWNERS OF LOT: 92

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 20 day of July, 2012 by Lickey J. Jackson Sr, who is ☐ personally known to me or who has ☒ produced dc as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this 18th day of May, 2012.
Signed in the presence of the
following two witnesses:

Arlene Vuona
Print Name: A. Vuona

Jessica Walker
Print Name: Jessica Walker

Loretta Fay Bradberry
Print Name: Loretta Fay Bradberry

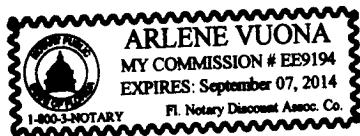
Print Name: _____

OWNERS OF LOT: 93

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18th day of May, 2012 by Loretta Fay Bradberry, who is ☒ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 3rd day of JUNE, 2012

Signed in the presence of the following two witnesses:

Virginia Edwards
Print Name: Virginia Edwards
Jane Backman
Print Name: Jane Backman

Ismael Aguilar Vega
Print Name: Ismael Aguilar Vega

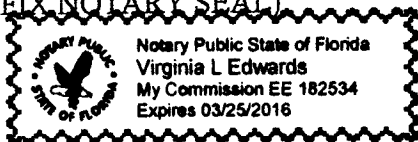
Maria Reyes
Print Name: Maria Reyes

OWNERS OF LOT: 96

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 3rd day of JUNE, 2012 by Ismael Aguilar Vega & Maria Reyes Vega, who is ☒ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)



Virginia Edwards
NOTARY PUBLIC, State at Large
Print Name: Virginia L. Edwards
My commission expires: 3/25/2016

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Jane Backman
Print Name: Jane Backman

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 13th day of July, 2012.

Signed in the presence of the following two witnesses:

Print Name: Arlene Vuona

Print Name: Jessica Walker

STATE OF FLORIDA
COUNTY OF POLK

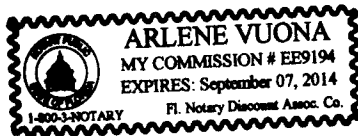
Print Name: Davis S. Rivera

Print Name: Gladys M. Rivera

OWNERS OF LOT: 97

The foregoing instrument was acknowledged before me this 13th day of July, 2012 by Davis S. Rivera & Gladys M. Rivera, who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large

Print Name: _____

My commission expires: _____

SIGNED this 4th day of may, 2012.

Signed in the presence of the following two witnesses:

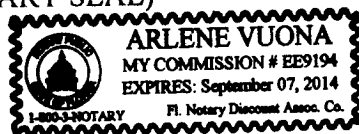
Arlene Vuona
Print Name: Arlene Vuona
Jessica Walker
Print Name: Jessica Walker

James E. Hopkins
Print Name: James E. Hopkins
Amy H. Hopkins
Print Name: Amy H. Hopkins
OWNERS OF LOT: 98

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 4th day of may, 2012 by James E. Hopkins & Amy H. Hopkins who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 12th day of December, 2011. *My commission expires:*

Signed in the presence of the following two witnesses:

Holly Hooper
Print Name: Holly Hooper

Luke Mackham
Print Name: Luke Mackham

Debbie Pence
Print Name: Debbie Pence

Print Name: _____

OWNERS OF LOT: 99
123 Gardens

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of December, 2011 by Debbie Pence, who is ☐ personally known to me or who has ☒ produced driver license as identification.



Holly Hooper
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires:

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____

SIGNED this 22nd day of May, 2012.

Signed in the presence of the following two witnesses:

Arlene Vuona
Print Name: ARLENE VUONA

Jessica Walker
Print Name: Jessica Walker

STATE OF FLORIDA
COUNTY OF POLK

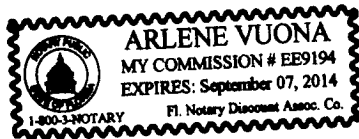
Angie Zvette Dunn
Print Name: Angie Zvette Dunn

Print Name: _____

OWNERS OF LOT: 100

The foregoing instrument was acknowledged before me this 22nd day of May, 2012 by Angie Zvette Dunn, who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Arlene Vuona
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the following two witnesses:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF POLK

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 19th day of April, 2012.
Signed in the presence of the
following two witnesses:

Jessica D. Walker
Print Name: Jessica Walker
Diane Anzalone
Print Name: Diane Anzalone

Brerannie James Corington Jr.
Print Name: Brerannie James Corington Jr.

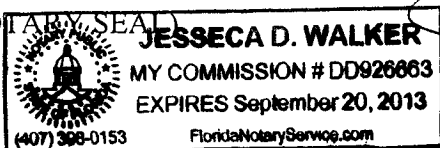
Print Name: _____

OWNERS OF LOT: 101

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 19th day of April, 2012 by Brerannie James Corington Jr., who is ☐ personally known to me or who has ☒ produced DL as identification.

(AFFIX NOTARY SEAL)



Jessica D. Walker
NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this _____ day of _____, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

OWNERS OF LOT: _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this _____ day of _____, 2011 by _____, who is ☐ personally known to me or who has ☐ produced _____ as identification.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC, State at Large
Print Name: _____
My commission expires: _____

SIGNED this 16th day of March, 2012.

Signed in the presence of the
following two witnesses:

[Signature]
Print Name: Luke Nashum

[Signature]
Print Name: Holly Hooper

[Signature]
Print Name: Mykel Sullivan

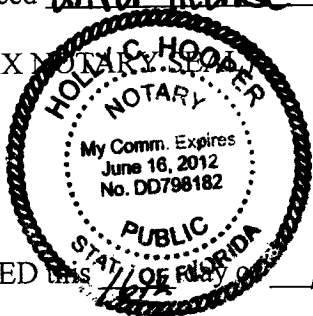
Print Name: _____

OWNERS OF LOT: 102

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of March, 2012 by Mykel Sullivan, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____

SIGNED this 16th day of MARCH, 2011.

Signed in the presence of the
following two witnesses:

Print Name: _____

[Signature]
Print Name: Holly Hooper

[Signature]
Print Name: NICK PARRISH

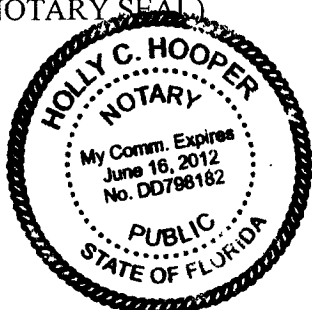
Print Name: _____

~~OWNERS OF LOT:~~ _____

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of March, 2012 by Nick Parrish, who is ☐ personally known to me or who has ☒ produced driver license as identification.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
Print Name: Holly Hooper
My commission expires: _____

1144770 v3

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EXHIBIT "A"

Parcel 2

Lots 143, 144, 145 and 146, Less and except the South 210 feet of Lots 145 and 146, Less and except the West 18 feet of the North 357 feet of Lot 146, Plat of Wahneta Farms, according to the plat thereof, as recorded in Plat Book 1, Page 82A and 82B, public records of Polk County, Florida, Less right of way for Eagle Lake Loop Road, as shown on Map Book 2, Page 301 through 304 and Less All of Gardens Phase One, according to the plat thereof, recorded in Plat Book 137, Page 23, Public Records of Polk County, Florida, (which is a replat of a portion of Lots 143, 144, 145, and 146, of Wahneta Farms, according to the plat thereof, as recorded in Plat Book 1, Pages 82A and 82B).

AND

Parcel 3

Begin at the Southwest corner of Lot 146, of Wahneta Farms, as recorded in Plat Book 1, Page 82A and 82B of the Public Records of Polk County, Florida; run thence North 00° 39' 37" West along the West boundary of said Lot 146, 210.00 feet; thence North 89 ° 48' 35" East 664.86 feet to the East boundary of Lot 145; thence South 00° 42' 17" East along the East boundary of said Lot 145, 210.00 feet to the Southwest corner of Lot 144; thence North 89° 48' 34" East along the South boundary of said Lot 144, 322.51 feet; thence South 00° 43' 37" East, 195.00 feet; thence South 03° 26' 41" West, 716.84 feet to the Northerly right of way of a 50 foot canal; thence North 55 ° 04' 45" West along the right of way said canal 1150.12 feet to a point on the West boundary of Lot 161; thence North 00 ° 53' 49" West along the West boundary of said Lot 161, 248.90 feet to the Point of Beginning in Section 16, Township 29 South, Range 26 East, Polk County, Florida.

AND

Parcel 4

Situated in the Northwest 1/4 of Section 16, Township 29 South, Range 26 East, Polk County, Florida and being the South 1/2 of Lot 147 of Wahneta Farms, a subdivision as recorded in Plat Book 1-C, Page 82-A, of the Public Records of Polk County, Florida.

EXHIBIT "B"

BYLAWS

OF

GARDENS HOMEOWNERS ASSOCIATION, INC.

A FLORIDA NOT-TO-PROFIT CORPORATION

ARTICLE I - NAME AND LOCATION

The name of the corporation is Gardens Homeowners Association, Inc. The initial principal office of the corporation shall be located at 1925 East Edgewood Drive, Suite 100, Lakeland, Florida 33803, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II - DEFINITIONS

2.1. "Association" shall mean and refer to Gardens Homeowners Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

2.2. "Declaration" shall mean and refer to the Declaration of Covenants, Restrictions, Limitations and Conditions for Gardens Phase One, whose lot owners are to be Members of the Association, and which is recorded in the Public Records of Polk County, Florida and the terms of which are incorporated herein by reference.

2.3. "Directors" shall mean the members of the Board of Directors of the Association and their successors in office duly elected and serving in that capacity in accordance with the Bylaws.

2.4. "Lot" or "Lots" shall have the same meaning as "Lot" or "Lots" in the Declaration.

2.5. "Member" shall mean every person or entity who holds membership in the Association.

2.6. "Mortgage" shall mean a Mortgage encumbering a Lot which Mortgage is held either by a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, mortgage company, federal or state agencies or such other mortgagee which shall be acceptable and approved by the Directors.

2.7. "Mortgagee" shall mean the holder of a Mortgage.

2.8. "Owner" or "Owners" shall mean the holders of the fee simple title to the Lots.

2.9. "Subdivision" shall mean all of the real property described in that certain Plat of Gardens Phase One, recorded in the Public Records of Polk County, Florida.

ARTICLE III - MEMBERS

3.1. Membership in the Association. Every Owner of a Lot shall be a Member of the Association and membership shall be established as set forth in the Declaration.

3.2. Voting Rights. The Owners of each Lot shall be entitled to one vote for each Lot. If a corporation or other entity is the Owner of a Lot or if a Lot is owned by more than one (1) person, the Association may require prior to any vote by the Members, a voting certificate by which the registered Owner or Owners of the Lot designates an officer or agent, if a corporation or other entity, or designates one (1) of the Owners of the Lot, if there is more than one (1) Owner, as the person to vote at any meeting of the Members of the Association.

3.3. Termination of Membership. Membership in the Association terminates when such Member ceases to be an Owner of a Lot.

3.4. Transfer of Membership. Membership in this Association is not transferable or assignable, but shall pass with the title to each Member's Lot.

ARTICLE IV - MEETINGS OF MEMBERS

4.1. Annual Meetings. The annual meeting of Members shall be held on a date established by appropriate resolution of the Directors.

4.2. Special Meetings. Special meetings of Members may be called at any time by the president or by the Board of Directors, or upon written request of no less than ten percent (10%) of the total voting interest of the Association.

4.3. Place of Meetings. The Board of Directors may designate any place within Polk County, Florida as the place of meeting for any annual or special meeting.

4.4. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid or emailing such notice, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice or to the email address specified by such Member. Such Notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.5. Quorum. The presence at the meeting in person or by proxy of Members entitled to cast ten percent (10%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles

of Incorporation, these Bylaws or by law. After a quorum has been established at a Member's meeting, the subsequent withdrawal of Members so as to reduce the number of Members 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. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

4.6. Proxies. At all meetings of Members, each Member may vote in person or by proxy in the manner provided by law. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any Owner shall automatically terminate on conveyance by him of his Lot.

4.7. Waiver of Notice. A written Waiver of Notice signed by a Member, whether before or after the meeting, shall be equivalent to the giving of such notice. Any certificate to be filed as a result of the Members action under this Section shall state that written consent was given in accordance with the applicable provisions of Chapter 617 of the Florida Statutes.

4.8. Action Without Meeting. Any action of the Members may be taken without a meeting, without prior notice and without vote, if a consent in writing setting forth the action so taken is signed by a majority of the Members of the Association. Within thirty (30) days after obtaining such authorization by written consent, notice must be given to those Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action. Any certificate to be filed as a result of the Members action under this section shall state that written consent was given in accordance with the applicable provisions of Chapter 617 of the Florida statutes.

4.9. Voting Record. If the Association has six or more Members of record, the officers having charge of the membership records of the Association shall make, at least ten days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Association or at the principal place of business of the Association, and any Member shall be entitled to inspect a list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

4.10. Absentee Ballots. Absentee ballots will be permitted in connection with votes on such matters as the Directors shall permit from time to time, including specifically, annual meetings of the Members. In the event absentee ballots are permitted, they will only be available to those Members who are physically absent from the Subdivision at the time the meeting is to be held or they have a physical disability or limitation which makes it impossible for them to attend the meeting. If an absentee ballot is permitted, the secretary of the Association shall mail the ballot to the Member who shall return the ballot to the secretary no later than three days prior to the meeting. Any absentee ballot may be revoked at the meeting in the event that the Member

voting by absentee ballot is present at the meeting. Absentee ballots may be considered for purposes of establishing a quorum only on those matters voted on in the absentee ballot.

4.11. Order of Business. The order of business at the annual meeting of the Members and as far as practicable at other meetings, shall be:

- (a) call of the roll,
- (b) proof of notice of meeting,
- (c) reading and disposition of any unapproved minutes,
- (d) the report of officers,
- (e) report of committees,
- (f) appointment of inspectors of election,
- (g) election of directors,
- (h) unfinished business,
- (i) new business,
- (j) adjournment.

4.12. Parliamentary Rules. Roberts' Rule of Order (latest edition) shall govern the conduct of the meetings of the Members when not in conflict with the Declaration, Articles of Incorporation and these Bylaws.

ARTICLE V - BOARD OF DIRECTORS

5.1. Number. The affairs of the Association shall be managed by a board of three (3) Directors.

5.2. Term of Office. The present members of the Board of Directors or successors of the present members of the Directors as appointed by them in the event of the removal or disability of one or all of said Directors, shall hold office until the next annual meeting of the Members, at which time the successors shall be elected. Each Director thereafter shall hold office until the next annual meeting of the Members and until his successor shall have been elected and qualified, or until removed by a majority vote of the Members for misfeasance or malfeasance, at a special meeting of the Members called for that purpose.

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

5.4. Election of Directors. The election of the Directors shall be in the following manner:

- (a) No later than one (1) month prior to the annual meeting of the Members, the President shall appoint a nominating committee consisting of a chair person and two (2) other persons who shall be Members in good standing of the Association. A report of this committee shall be presented to the Board of Directors at least fifteen (15) days before the annual meeting of the Members.

- (b) At the annual meeting of the Members, the nominating committee will present their list of qualified nominees to the membership. Any number of persons may be presented as nominees and nominations may be made from the floor if properly qualified.
- (c) Each nominee must either accept or decline the nomination. If unable to be present at the meeting, a letter from the nominee accepting the nomination must be submitted to the Secretary before the meeting. At the annual meeting, the President shall appoint one (1) of the Members to be a chairperson for the election committee who will select other Members to assist with the election process and the counting of ballots.
- (d) The election shall be by a majority vote and shall be by secret ballot. Election will be by a plurality of votes cast, each person voting being entitled to cast his vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

5.5. Annual Meetings. The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of Officers and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

5.6. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and at such place as shall be determined from time to time by the Board of Directors.

5.7. Special Meetings. Special meetings of the Board of Directors may be called by the Chairman of the Board (if there is one), the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix a reasonable time and place for holding them.

5.8. Action Without Meeting. Any action of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action so taken signed by all of the Directors is filed in the minutes of the Board of Directors. Such consent shall have the same effect as a unanimous vote.

5.9. Notice and Waiver. All meetings of the Directors must be open to all Members except for meetings between the Directors and its attorneys with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all meetings of the Directors must be posted in a conspicuous place in the Subdivision at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice of each Board meeting must be mailed or delivered to each Members at least seven (7) days before the meeting, except in an emergency. Assessments may not be levied by

the Directors unless the notice of the meeting includes a statement that assessments will be considered at such meeting, specifying the nature of the proposed assessments. Notice to the Directors of any special meeting of the Directors shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by email to each Director at his address. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail with postage prepaid. If notice is given by email, such notice shall be deemed to be delivered upon receipt of confirmation of such email being sent by the sender. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The 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 place of such meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

5.10. Quorum and Voting. A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

5.11. Vacancies. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors even though it is less than a quorum of the Board of Directors, unless otherwise provided by law or the Articles of Incorporation. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

5.12. Removal. At any meeting of Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by vote of a majority of the Members then entitled to vote at an election of Directors. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with provisions in these Bylaws for vacancies.

5.13. Resignations. Any Director may resign at any time by submitting a written resignation which shall take effect at the time and as specified in the notice of resignation or if no time is specified, at the time of receipt by the President. The acceptance of a resignation shall not be necessary to make it effective.

5.14. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

5.15. Increase of Number of Directors. The number of Directors may be increased by amendment to these Bylaws or by the affirmative vote of a majority of the Members present and voting in person or by proxy at the annual meeting or at a special meeting called for that purpose. The additional Directors may be chosen at such annual meeting by a majority vote in the same manner. Such new Directors shall hold office until the next annual meeting and until the election, qualification and taking of office of their successors.

5.16. Powers. All corporate powers shall be vested in and exercised under the authority of the Board of Directors and the management and affairs of the Association shall be controlled by the Board of Directors. The Board of Directors shall have all powers given to the Directors by the Articles of Incorporation, these Bylaws, the Declaration and the Florida Not For Profit Corporation Act and in addition shall have powers to:

- (a) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;
- (b) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation or by other provisions of these Bylaws.
- (c) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and
- (d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

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

- (a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting or at any special meeting at which such a statement is requested in writing by a majority of the membership entitled to vote thereat;
- (b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;
- (c) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
- (d) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (e) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same.
- (f) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board of Directors may impose a reasonable charge for the issuance of these certificates;
- (g) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;
- (h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;
- (i) Perform the maintenance required to be performed by the Association as provided in the Declaration.

ARTICLE VI - OFFICERS AND THEIR DUTIES

6.1. Officers. The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. A Chairman of the Board, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two or more offices may be held by the same person. A failure to elect a President, Secretary or Treasurer shall not affect the existence of the Association.

6.2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

6.3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

6.4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

6.5. Duties. The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association and shall, in general, control all of the business and affairs of the Association. The Vice President shall, in the case of the absence or disability of the President, perform all of the duties of the President. The Vice President shall perform such other duties as may be assigned by the Board of Directors or the President. The Secretary shall keep a record of the proceedings of the meetings of the Board of Directors and the meetings of the Members of the corporation. The Secretary shall also keep an accurate record of the attendance at meetings and shall have charge of the corporate seal and shall affix the corporate seal to such instruments as are authorized by the Board of Directors. The Treasurer shall have charge of the funds of the Association and shall keep a correct account of all monies received and disbursed by the corporation. The Treasurer shall present a financial report to the Board of Directors at each regular Board meeting for the period since the date of the last Board meeting. The Treasurer shall also present a report of the receipts and disbursements for the previous year and a budget for the upcoming year at each annual meeting of the Association. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

6.6. Delegation of Duties. In the absence or disability of any Officer of the Association or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other Officer or to any other Director.

6.7. Compensation. Officers of the Association shall not receive any compensation for acting as such but nothing herein contained shall be construed to preclude any officer from serving the Association in any other capacity and receiving compensation therefor.

ARTICLE VII - COMMITTEES

7.1. Creation of Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate an Executive Committee and one or more other committees.

7.2. Executive Committee. The Executive Committee (if there is one) shall consult with and advise the Officers of the Corporation in the management of its affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors creating such Executive Committee, such powers of the Board of Directors as can be lawfully delegated by the Board.

7.3. Other Committees. Such other committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

7.4. Meetings. Regular meetings of the Executive Committee and other committees may be held without notice at such time and at such place as shall from time to time be determined by the Executive Committee or such other committees, and special meetings of the Executive Committee or such other committees may be called by any Member thereof upon two (2) days' notice to the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in these Bylaws pertaining to notice for Directors' meetings.

7.5. Vacancies. Vacancies on the Executive Committee or on other committees shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

7.6. Quorum. At all meetings of the Executive Committee or other committees, a majority of the committee's members then in office shall constitute a quorum for the transaction of business.

7.7. Manner of Acting. The acts of a majority of the members of the Executive Committee or other committees present at any meeting at which there is a quorum shall be the act of such committee.

7.8. Minutes. The Executive Committee (if there is one) and the other committees shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VIII - BOOKS, RECORDS AND REPORTS

8.1. Report to Members. The Association shall send an annual report to the Members of the Association not later than ninety (90) days after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association, in conformity with generally accepted accounting principles applied on a consistent basis.

8.2. Inspection of Corporate Records. Any person who is a Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Association. Upon the written request of any Member, the Association shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within ninety (90) days after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Association in Florida, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Member, in person or by agent.

ARTICLE IX - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the words "corporate seal 2006."

ARTICLE X - FISCAL YEAR

The fiscal year of the Association shall be established by the Directors.

ARTICLE XI - AMENDMENTS

These Bylaws may be amended at a regular or special meeting of Members by a vote of a majority of the Members present in person or by proxy.

ARTICLE XII - CONFLICTS

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