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RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK R Peacock

AS
This instrument prepared by and return to:
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF CHALET ESTATE ON LAKE SUZANNE**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CHALET ESTATES ON LAKE SUZANNE (the "Declaration") is made this *11th* day of *December*, 1999 by LAKE WALES, LTD., a California limited partnership, whose address is 6171 West Century Boulevard, Suite 100, Los Angeles, California 90045 (hereinafter referred to as "Declarant" or "Developer").

WITNESSETH:

WHEREAS, Declarant is the owner of land in Polk County, Florida, more particularly described in Exhibit "A" attached hereto, to be known as **CHALET ESTATES ON LAKE SUZANNE** and hereinafter sometimes referred to as the "Property" or the "Subdivision;" and

WHEREAS, **CHALET ESTATES ON LAKE SUZANNE** is a planned residential subdivision located in Lake Wales, Polk County, Florida containing 163 single family lots and common properties; and

WHEREAS, Developer desires that the Property be subject to restrictions contained in this Declaration for the mutual benefit and protection of Developer and all persons or entities who hereafter may purchase or acquire the Property or any part thereof, or obtain any interest in the Property or any part thereof.

NOW, THEREFORE, in consideration of the premises, Developer does hereby declare that the Property shall be held, sold and conveyed subject to the restrictions, covenants, reservations, easements and conditions set forth in this Declaration, binding upon the Developer and upon each and every person or entity, who or which shall acquire hereafter the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns. These restrictions, covenants, reservations, easements and conditions, shall run with the Property and shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The restrictions, covenants, conditions, reservations and easements are as follows:

ARTICLE I

DEFINITIONS

Section 1. Definitions. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

- (a) "Architectural Review Committee" or "ARC" shall mean and refer to the Architectural Review Committee so established by the Association (hereinafter defined) under Article XI hereof.
- (b) "Association" shall mean and refer to Chalet Estates on Lake Suzanne Homeowners Association, a Florida not for profit corporation, its successors and assigns. A copy of the Articles of Incorporation of the Association is attached hereto and incorporated herein as **Exhibit "B."** A copy of the Bylaws of the Association is attached hereto and incorporated herein as **Exhibit "C."**
- (c) "Board" shall mean and refer to the Board of Directors of Chalet Estates on Lake Suzanne Homeowners Association, Inc.
- (d) "City" shall mean Lake Wales, Florida.
- (e) "Common Property" or "Common Area" or "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are actually and specifically dedicated, deeded or leased to the Association and designated in said dedication, deed, lease or plat as "Common Property," or tracts of land identified as "Common Property" on a final plat (or final development plan) recorded by the Declarant. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" in the bill of sale or instrument transferring such property. Common Property is specifically reserved for the use and benefit of Owners, and is an integral appurtenant part of each Lot.
- (f) "Conservation Easements" shall mean easements or dedications granted by the Declarant pursuant to and in compliance with Section 704.06, Florida Statutes, as amended from time to time.
- (g) "County" shall mean Polk County, Florida.
- (h) "Declarant" or "Developer" shall mean and refer to Lake Wales, Ltd., a California limited partnership, its successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant hereunder unless such rights or obligations are specifically

set forth in the instrument of succession or assignment, or unless such rights or obligations pass by operation of law.

(i) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions.

(j) "FHA" shall mean the Federal Housing Administration.

(k) "HUD" shall mean the United States Department of Housing and Urban Development or any successor agency.

(l) "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or company, federal national mortgage association, or other lender generally recognized as an institutional type lender, which holds a mortgage on one or more of the Lots.

(m) "Lot" shall mean and refer to the platted lots created by the plat of the Property, together with the improvements constructed thereon.

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

(o) "Open Space" shall mean an exterior open area from the ground upward devoid of residential and commercial buildings, accessory structures and impervious areas; except however, those buildings and structures or areas used exclusively for recreational purposes may be included in the Open Space.

(p) "Owner" or "Lot Owner" shall mean and refer to the record owner of fee simple title to any Lot in the Property. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common or tenancy by the entirety.

(q) "Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.

(r) "Surface Water or Stormwater Management System" shall mean that system or systems consisting of swales, inlets, culverts, retention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, used in connection with the retention, drainage and control of surface water and stormwater, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quality and quantity of discharges.

ARTICLE II

PROPERTY SUBJECT TO DECLARATION

The Property described above in this Declaration is and shall be improved, held, transferred, sold, conveyed and occupied subject to this Declaration.

ARTICLE III

AMENDMENT

Section 1. Amendments by Members. This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Members representing three-fourths (¾) of the total votes of the Association, including three-fourths (¾) of the total votes held by Members other than the Declarant; provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, and the date that notice of such meeting was given. Such amendment shall be recorded in the Public Records of Polk County, Florida.

Notwithstanding anything above contained to the contrary, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any mortgage held by a mortgagee or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees.

Section 2. Amendments by Declarant. Until the termination of Class B membership (as set forth in Article V herein), the Declarant (with respect to portions of the Property owned by Declarant) specifically reserves for itself, its successors and assigns, and to the Association, the absolute and unconditional right to alter, modify, change, revoke, rescind, or cancel any or all of Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. Further, Declarant shall have the right, without the necessity of joinder by Owner or any other persons or entities, to make modifications to this Declaration that are non-substantial in nature and do not materially or adversely affect the interests of Owners or

other affected parties. No amendment required by any state agency will be deemed to materially or adversely affect Owners or other affected parties.

Section 3. Assignment of Rights and Duties. Any and all of the rights, powers and reservations of the Association and Declarant may be assigned to any person, corporation or association which will assume the duties of the Association or Declarant pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, he or it shall to the extent of such assignment have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or Declarant. Further, the Association or Declarant may from time to time delegate any and all of its rights, powers, discretion and duties hereunder to such agent or agents as it may nominate.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Title to Property. The Common Area within the Property shall include the entry wall (if any), streets, drainage system, and easements for the conservation areas and retention areas, as more specifically designated on the recorded plat of the Subdivision. The Common Area shall not be mortgaged or conveyed without the consent of at least two-thirds ($\frac{2}{3}$) of the Lot Owners (excluding the Developer). The Developer shall transfer the legal title to the Common Areas, free and clear of all encumbrances, prior to or simultaneously with the conveyance by Developer of the first Lot insured by HUD or the Lot which would cause the Developer to own less than ten percent (10%) of the Lots.

Section 2. Owner's Easements of Enjoyment. The Association and every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, subject to the provisions of this Declaration, the Articles and the Bylaws of the Association, the rules promulgated by the Association and any Conservation Easements over the Common Area, which easement shall be appurtenant to and shall pass with the title to every Lot, subject to suspension by the Association for the following:

- (a) Violating the rules and regulations governing use and enjoyment of the Common Areas adopted by the Association.
- (b) Failing to pay any assessment required hereunder.

Said rights shall include, without limitation, the following:

- (a) Right-of-way for ingress and egress for maintenance of Common Area;

(b) Rights and easements to connect with, maintain and make use of utility lines and facilities, to the extent such structures, areas, lines or facilities may exist in or along the easements or the Common Area;

(c) Rights to use and enjoy the Common Area for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the rules and regulations of the Association, and applicable governmental regulations; and

(d) A perpetual, non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to utilize, operate, maintain and repair the system. The Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the system as required by the Southwest Florida Water Management District. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association.

Section 3. Declarant's Easements. Declarant hereby reserves to itself, its successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a perpetual easement, privilege and right in and to, over, under, on and across the Common Area for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees; provided, however, that such access and use does not unnecessarily interfere with the reasonable use and enjoyment of these properties and facilities by the Owners. Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any of the Property owned by Declarant. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Property.

Section 4. Utility Easements. Declarant reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and the Association thereafter, the right to grant easements to any private company, public or private utility or governmental authority providing utility and other services within the Property and the Common Area upon, over, under and across the Property. Said easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereto to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and Common Area. All such easements shall be of a size, width and location as Declarant (or the Association, if after termination of Class B membership, as set forth in Article V herein) in its discretion deems best but selected in a

location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 5. Conservation Easements. Declarant reserves the right to grant Conservation Easements to qualified grantees over and across Common Area, Open Space and the Surface Water or Stormwater Management System.

Section 6. Drainage Easements. Drainage flow shall not be obstructed or diverted from drainage easements. The Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels or into sanitary sewer lines. The Association shall have the sole control over elevations and slopes within drainage easements and no Owner may alter any such elevations except upon written consent of the Association.

ARTICLE V

THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property, shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Association. Provided, however, that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

The Association shall have two classes of voting membership, which are:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. If joint or multiple Owners are unable to agree among themselves as to how their vote is to

be cast, or if more than one vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that the Owner was acting with the authority and consent of all other Owners of that Lot.

Class B. The Class B Member shall be the Declarant, who shall be entitled to eight (8) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) Three (3) months after 90% of the Lots have been conveyed to Owners by Declarant, or
- (b) Upon voluntary conversion to Class A membership by Declarant, or
- (c) On June 30, 2010.

Section 2. The Association.

(a) Establishment of Association. There shall be established a homeowners' association composed of record owners of the Lots. The Association shall administer the operation and maintenance of the Common Areas and property of the Association and other duties hereafter provided for. The Association shall have all the powers and duties set forth in this Declaration and in the Articles of Incorporation and Bylaws and as granted by the laws of the State of Florida to non-profit corporations.

(b) Board of Directors. The Association shall be governed by a Board of Directors consisting of at least three (3) members, who need not be Members of the Association. The Association shall have the right to increase the number of Directors upon approval of two-thirds ($\frac{2}{3}$) of the members of the Association, so long as the number of Board members remains an odd number. The Developer shall have the right to appoint all of the members of said Board of Directors or such lesser number as it may choose, as long as Developer owns at least ten percent (10%) of the Lots. Members of the Board of Directors as to whom Developer may relinquish the right to appoint, and all members of the Board of Directors after Developer no longer owns ten percent (10%) of the Lots, shall be elected by and shall serve at the pleasure of a majority vote of the Members of the Association. A majority of the Board of Directors shall constitute a quorum to transact business at any meeting of the Association's Board of Directors, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the Board of Directors and Association.

(c) Annual Budgets. The Board of Directors of the Association shall prepare and approve annual budgets in advance for each fiscal year. The budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, replacement reserve and reasonable operating reserves

for the Common Area, in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of the Property. There shall be a reserve for periodic major maintenance to the streets and drainage system, including ponds, with minimum level of reserves to be maintained in perpetuity and replenished from time to time, as necessary, by assessment. These funds shall be held in a separate account apart from all other Association funds. Each Owner shall be liable for the payment to the Association of its share of the common expenses as determined in said budget.

(d) Capital Budget. Each year, the Board shall prepare a Capital Budget taking into account the number, type, life expectancy and expected replacement cost of replaceable assets. The Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution fixed by the Board shall then be included in the annual operating budget and annual assessments described herein.

(e) Notice of Meeting Regarding Budget. The Board of Directors shall mail a notice of meeting and copies of the proposed annual budget of common expenses to the Owners not less than 14 days prior to the meeting at which the budget will be considered, giving notice of the time and place of the meeting. The meeting shall be open to all Owners.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Developer, for each Lot owned by it, hereby covenants, and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. The assessments together with interest thereon and costs of collection shall be a charge and continuing lien on the real property and improvements of the Owner against whom each such assessment is made. Each such assessment, together with such interest thereon and costs of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

The liability for assessments may not be avoided by waiver of the use or enjoyment of any Common Area or by the abandonment of the property against which the assessment was made. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some

function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used for the performance by the Association of its duties and for the exercise of the powers conferred upon it, and for the purpose of promoting the recreation, health, safety and welfare of the residents, and in particular for the improvement and maintenance of Common Area, the Surface Water or Stormwater Management Systems and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, construction, repair or replacement of improvements, labor, equipment, materials, management, maintenance and supervision necessary to carry out its authorized functions, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

Section 3. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot.

Section 4. Assessments. After adoption of a budget and determination of the annual assessment per Lot, the Association shall assess such sum by promptly notifying all Owners by delivering or mailing notice thereof to the voting Member representing each Lot, at such Member's most recent address as shown by the books and records of the Association. One-twelfth (1/12) of the annual assessment shall be due and payable in advance to the Association on the first day of each month regardless of whether or not Members are sent notice thereof. Provided, however, that if the total annual assessment is less than Five Hundred Dollars (\$500.00), the Association may collect the assessment, in the sole discretion of the Board of Directors of the Association, in one annual or four (4) quarterly payments and for up to one year in advance.

Section 5. Special Assessments. In addition to the annual assessments levied as set forth herein, special assessments may be made by the Board of Directors of the Association from time to time to meet other needs or requirements of the Association in the operation and management of the Common Areas, including covering any budget deficit of the Association, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance.

Section 6. Individual Assessments. The Board may levy an assessment against any Owner and that Owner's Lot in order to cover costs incurred by the Association due to that Owner's failure to maintain its Lot or the building located thereon pursuant to the standards set forth in this Declaration or the rules and regulations of the Association as adopted by the Board, or to reimburse the Association for loss or damage to any Common Area including but not limited to facilities, lighting or easement area caused by that Owner or its lessee, agent,

contractor or occupants, and not covered by insurance, or for any other purpose permitted by this Declaration.

Section 7. Assessments for Common Expenses for Lots owned by Developer.

Notwithstanding anything contained in this Article VI to the contrary, for as long as there is Class B Membership in the Association, Developer shall have the option to (a) pay Assessments for any Lot owned by Developer in the same manner as all other Owners, or, in lieu thereof, (b) pay the difference between the amount of assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. The obligation set forth in subparagraph (b) may be satisfied in the form of a cash subsidy or by "in kind" contribution of services or materials, or a combination of these. After Class B Membership has terminated, Developer shall have no liability for operating deficits of the Association.

Section 8. No Waiver of Assessments. The liability for any assessment or portion thereof may not be avoided by any Owner or waived by reason of such Owner's waiver of the use and enjoyment of any of the Common Areas or by his abandonment of his Lot.

Section 9. Liability for Assessments; Late Fees; Interest on Unpaid Assessments.

The record owners of each Lot shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association, and for interest and all costs of collection of delinquent assessments, including attorney's fees. If any assessment is not paid on the date due, then such assessment shall become delinquent and the entire assessment shall, together with interest thereon and costs of collection thereof, become due and payable and be a continuing lien on the Lot, and the obligation of the Owner to pay such assessment shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments in the public records and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record. If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 10. Lien for Unpaid Assessments. The Association shall have a lien on each Lot for any unpaid assessments and interest thereon and costs of collection which has been assessed against the Lot owner of such Property. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Polk County, Florida. Any and all such liens herein provided for shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender recorded prior to the time of recording of the claim of lien, so long as said mortgage lien is a first lien against the property

encumbered thereby. Any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Notwithstanding any contrary provision hereof, no Institutional Lender acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or purchaser, shall be personally obligated to pay assessments that accrued prior to the Institutional Lender's or the foreclosure purchaser's acquiring title. The Board of Directors may take such action as it deems necessary to collect assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The delinquent Owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit or otherwise enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure all such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply, as credit against said bid, all sums due the Association which are covered by the lien enforced. During the period in which a Lot is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) No assessment shall be assessed or levied on it; and (c) Each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure.

Section 11. Priority of Lien. As to the priority between the lien of a recorded mortgage and the lien for an assessment, the lien for an assessment shall be subordinate to and inferior to any recorded first mortgage given to an institutional lender, or mortgage of Developer, regardless of when said assessment was due. No mortgagee is required to collect assessments. The failure to pay assessments shall not constitute a default under any HUD insured mortgage.

Section 12. Additional Duties of the Board of Directors. The Association shall, upon demand at any time, furnish to any Owner a certificate in writing signed by an officer of the Association, setting forth whether the assessments have been paid. Such certificate shall be conclusive evidence to third parties of payment of any assessment therein stated to have been paid.

Section 13. Working Capital. For Lots sold after the date this Declaration is recorded in the Public Records of Polk County, Florida, upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to two times the monthly assessment then in effect, as established by the Board of Directors. This amount shall be disbursed to the Association for use in covering operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration, the Articles, and the Bylaws.

ARTICLE VII**EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance. The Association shall, at its expense, mow and otherwise keep and maintain all portions of the Surface Water or Stormwater Management System, including those portions located on Owners' Lots, free of debris and other obstructions on a routine basis. No Owner shall remove native vegetation from any Conservation Area or which becomes established within any retention/detention ponds abutting that Owner's Lot except in accordance with all applicable governmental regulations. For the purposes hereof, removal includes dredging, applications of herbicide and cutting. The Association shall keep all Common Areas in good order and repair, including but not limited to, seeding, watering and mowing, pruning and cutting of all trees and shrubbery, road, lighting, sign and sidewalk repairs, and irrigation, all in a manner and with such frequency as is consistent with good property management. The Association shall provide lawn mowing, edging of front street curb, driveway and walkway areas and blowing down of front walkways and driveways. In addition to maintaining the Common Areas, the Association may provide upon any Lot requiring same, when necessary, in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance, including but not limited to, paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard clean-up and/or maintenance. Provided, however, the Association will not commence any individual Lot maintenance without first giving the Lot Owner notice of the deficiency and a reasonable time to cure, as set forth in the notice.

Section 2. Assessment of Costs. The cost of such Lot maintenance shall be assessed against the Lot upon which such maintenance is performed. The assessment shall be apportioned among the Lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 10 of Article VI hereinabove.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this article, the Association, through its duly authorized agents or employees, shall have the right, after giving three (3) days' notice in writing to the Owner, to enter upon any Lot or the exterior of any improvements thereon between the hours of 9:00 a.m. and 5:00 p.m. on any day except Saturday or Sunday and such entry shall not be deemed a trespass. In the event there is a serious health or safety hazard, the three (3) days' notice requirement shall be waived and the agent or employee shall be permitted to enter the Lot on a Saturday or Sunday.

ARTICLE IX

ROAD MAINTENANCE AND SURFACE WATER
OR STORMWATER MANAGEMENT SYSTEM

Section 1. Road Resurfacing. The Association shall resurface all streets at least every twelve (12) years.

Section 2. Maintenance. The Association shall own the Surface Water or Stormwater Management System as Common Area and shall be responsible, at common expense, for the maintenance, operation and repair of the Surface Water or Stormwater Management System (excluding removal of trash and debris within Lots which shall be the responsibility of the respective Lot Owners). Maintenance of the Surface Water or Stormwater Management Systems shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other Surface Water or Stormwater management capabilities as permitted by the Southwest Florida Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the Southwest Florida Water Management District.

Section 3. Amendment. Any amendment to this Declaration which alters any provisions of this Declaration governing or affecting the operation, maintenance or repair of the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the County and the Southwest Florida Water Management District.

Section 4. Enforcement. The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 5. Covenant for Maintenance Assessments for Association. Assessments shall also be used for the maintenance and repair of the Surface Water or Stormwater Management Systems including but not limited to work within retention areas, drainage structures and drainage easements.

Section 6. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the Southwest Florida Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the

Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the Southwest Florida Water Management District.

Section 7. Swale Maintenance. The Developer may construct a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Southwest Florida Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Lot upon which the drainage swale is located.

ARTICLE X

CONSERVATION EASEMENT

Section 1. Conservation Easement. The Developer shall grant to the Southwest Florida Water Management District a Conservation Easement over a portion of the property in the Subdivision. The Conservation Easement shall be recorded in the Public Records of Polk County, Florida. The Lots may be adjacent to wetland preservation areas, mitigation areas and upland buffers which are protected under the Conservation Easement.

Section 2. Association is Responsible for Maintaining Conservation Easement. The Association hereby accepts the responsibility for perpetually maintaining the areas set forth in the Conservation Easement in compliance with all requirements of all governmental entities with jurisdiction over Conservation Areas. The Association shall have the authority to levy assessments for the purpose of maintaining the property set forth in the Conservation Easement. The Association hereby agrees to take appropriate action against Lot Owners as necessary to enforce the conditions of the Conservation Easement.

Section 3. Notice to Lot Owners. The Lot Owners are notified that the wetlands and upland buffers described in the Conservation Easement may not be altered from their natural/permitted condition and no Owner shall pollute or permit anyone claiming by, through or under such Owner to pollute Conservation Area or dump garbage, refuse or foreign objects into the Conservation Area.

Section 4. Maintenance of Signage. Lot Owners are hereby notified that the Association shall be responsible for the perpetual maintenance of any signage required by any

permit issued by the Southwest Florida Water Management District. The Association shall be responsible for installing and perpetually maintaining such signs.

Section 5. Maintenance and Monitoring of Conservation Areas. The Association shall be responsible for the maintenance and monitoring of conservation areas in accordance with the Southwest Florida Water Management District permits. The Association is also vested with the responsibility of enforcing the use restrictions contained within the permits. The Association shall also develop a maintenance and monitoring plan for the conservation areas. A maintenance program shall be implemented for the preserved areas on a regular basis to ensure the integrity and viability of the conservation areas, as permitted. Maintenance shall be conducted in perpetuity to ensure that the conservation areas are free from exotic vegetation (as defined by the Exotic Pest Plant Council at the date of permit issuance) immediately following the maintenance activity, and exotic vegetation shall constitute no more than five percent (5%) of total vegetative cover between maintenance activities. Nuisance plant species shall constitute no more than ten percent (10%) of total cover.

ARTICLE XI

ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW COMMITTEE

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including without limitation, any grading, clearing, extensive interference with the landscape, building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Architectural Review Committee hereinafter referred to as "ARC." All plans and specifications shall be evaluated as to environmental compatibility, harmony of external design, and location in relation to surrounding structures and topography and as to conformance with standards of architectural and landscaping design, building setback lines and general plan for development which may be established as the Architectural Planning Criteria of the Association.

Section 2. Architectural Review Committee. The architectural and control review functions as provided for in this Article shall be administered and performed by the ARC.

The ARC shall consist of three (3) members, who need not be Members of the Association. The Developer shall have the right to appoint any or all of the members of the ARC, or such lesser number as it may choose, as long as Developer owns any Lot in the Subdivision. Members of the ARC appointed by Developer need not be members of the Association. Developer further expressly reserves the absolute right, in its sole discretion, to adopt, amend, modify or waive, in whole or in part, the Architectural Planning Criteria, or

compliance therewith, for as long as it owns any Lot in the Subdivision. Members of the ARC as to whom Developer may relinquish the right to appoint, and all members of the ARC after Developer no longer owns any Lot in the Subdivision, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by Developer. Upon Developer transferring or conveying the last Lot owned by Developer in the Subdivision, then and in that event, the appointment, and/or administration of the ARC shall be performed by the Association or its appointed committee, in accordance with Section 3, below.

Section 3. Powers and Duties of the ARC.

(a) Prior to Developer transferring or conveying the last Lot owned by Developer, the ARC appointed by the Developer shall operate independent of the Association and shall expressly be empowered to undertake all actions and make all decisions on all matters of concern which may come before said ARC, approving, disapproving, modifying or waiving the same upon the majority vote of its committee members.

(a) Upon Developer transferring or conveying the last Lot owned by Developer, the ARC shall then come under the control of, and shall be administered by the Association. The ARC shall have the powers and duties set forth in this Article XI, including the following powers and duties:

(i) To recommend, from time to time, to the Board of Directors of the Association, modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Purpose of the ARC. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the Subdivision. The ARC shall review all plans for said improvements, it being the intent of the Developer to provide for sound and aesthetically pleasing development of the Subdivision. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

Section 5. Procedure Before the ARC. Prior to the commencement of any work on any Lot contemplated for improvement, an applicant must submit to the ARC two complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARC and such additional information as required by this Declaration. No later than fifteen (30) days after receipt of said plans and specifications, the ARC shall respond to the application in writing by approving said application, or disapproving said application. In the event the ARC fails to respond within the 30-day period, the plans and specifications shall be deemed approved; however, failure of the ARC to approve or disapprove will not waive the ARC's right to approve or disapprove any amendments to any submitted plans or specifications. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. The initial address of the ARC shall be: 400 East Semoran Boulevard, Suite #207, Casselberry, Florida 32707.

ARTICLE XII

RESTRICTIONS

Section 1. Residential Use. The Property subject to this Declaration may be used for residential purposes and for no other purpose. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvement shall be erected nor shall any improvements or construction commence upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size, except upon approval of the City and the Board of Directors. Each subdivided Lot shall thereafter be treated as a separate Lot for all purposes, including without limitation, the levying of assessments. Provided, however, the Developer reserves the right to use the Property and to develop the Property, and to construct residential units on such Property provided the same comply with the zoning ordinances of the County.

Section 2. Adult Residency Requirements.

- (a) The Subdivision is designed, operated and maintained for the use and benefit, and to meet the social and physical needs, of persons 55 years of age or older. As such, every person who lives in any residence on a Lot should, with certain exceptions enumerated below, be an adult. For purposes of this restriction, an "adult" is a person 55 years of age or older, or a person over 40 years of age sharing residence with another occupant 55 years of age or older.
- (b) In furtherance of maintaining the Property as a senior adult community, no Owner shall sell or lease any Lot within the Property unless at least one of the proposed purchasers or occupants of said Lot has attained the age of 55 years. Notwithstanding the foregoing, an Owner may sell or lease Lots to persons under the age of 55 so long as (i) such sale or lease will not cause the percentage of Lots

within the Property with at least one occupant 55 years or older to drop below eighty percent (80%) of all occupied Lots within the Property, (ii) all proposed occupants are at least 18 years of age, and (iii) the Association shall have approved such sale or lease as provided hereinbelow.

No person shall purchase a Lot without having first been approved in writing for membership in the Association by the Board of Directors of the Association. No person shall lease a Lot without having first been approved in writing by the Board of Directors of the Association. The Board of Directors may delegate such function to a committee composed of not less than three (3) Directors of the Association. The Board shall cause an application form to be created which shall, without limitation, require the applicant to disclose the age of all persons intending to own or occupy the home to be constructed on a Lot. The Association may charge a reasonable fee to review such applications. Except as expressly provided hereinabove, it shall be the duty of the Association to reject any application where at least one of the proposed Owners and occupants has not attained the age of 55 years. The Association may otherwise reject an application on any lawful grounds. Any transfer of a Lot in violation of this provision shall be void. In addition to any other remedies provided for in the Declaration or by applicable law, the Association may enforce the provisions of this Section 2 by temporary and permanent injunction upon the posting of not more than a \$100.00 bond.

(c) Notwithstanding the above restriction and express policy, the Association shall have the right to accept as an occupant of a Lot a person who is not an "adult", as hereinabove defined, provided that such person is at least 18 years of age and further provided that at least 80% of the occupied homes in the Subdivision comprising all the then platted sections of the Subdivision, including the new occupant to be accepted, are occupied by at least one person 55 years of age or older. The Association shall have the right to require references and age affidavits and shall consider such factors as the age of the prospective occupant and the apparent compatibility of said occupant and his interest with the interests of the persons of age 55 and older, and shall have the power to forbid anyone not an adult, as defined herein, and who has not been accepted hereunder from occupying a residence in the Subdivision.

(d) Temporary guests and bona fide temporary visitors under 18 years of age are permitted provided the owner or lessee of the Lot, or one of them, is also occupying the Lot during such visit. Such visit shall be restricted to 90 days in any year for each visitor or guest.

(e) The Association shall administer the provisions relating to the age restrictions, above. Any and all purchasers and lessees in the Subdivision shall,

by virtue of these restrictions and the acceptance of their title or leasehold, be deemed to have agreed to advise any and all of their prospective grantees or tenants of the age requirements set forth herein and, further, to have agreed to provide, and consequently they shall provide, age information about any and all proposed grantees or tenants along with information disclosing the age of anyone who might be expected to take up residence in the Subdivision pursuant to such grant or lease. All grantees and lessees at the Subdivision agree for themselves, their grantees, lessees, heirs and assigns that they will make no such grant or lease unless and until written approval has been given by said Association. The Association shall not arbitrarily withhold approval, but it shall withhold approval as necessary to maintain the status of the Subdivision as an adult community under State and Federal law; and all present and future owners of any interest in the Subdivision as it exists from time to time, including the Developer for himself and on behalf of any assigns, agree to abide by the decisions of the Association.

Section 3. Leasing. Any Owner of a Lot shall be entitled to rent or lease such Lot if:

- (a) There is a written rental or lease agreement specifying that (1) the tenant shall be subject to all provisions of this Declaration, and (2) a failure to comply with any provision of this Declaration shall constitute default under the rental or lease agreement;
- (b) The period of the rental or lease is at least 90 days;
- (c) The Owner gives notice of the tenancy to the Association and is otherwise in compliance with the terms of this Declaration; and
- (d) The Association approves the proposed rental or lease in accordance with Article XII, Section 2 hereof.

Section 4. No Temporary Structures. No tents, trailers, vans, shacks, sheds, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot. No mobile homes, trailers, sheds, shacks, tents or other structure of a temporary nature (except adequate sanitary toilet facilities for workers during construction and the Developer's construction trailer) shall be erected or permitted to remain on any Lot prior to the start of construction of a permanent residence. However, builders may use a construction trailer or sales trailer.

Section 5. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than a residential home.

Section 6. Boats and Motor Vehicles. For the purpose of this section, a "vehicle" shall be considered to be any automobile, truck, motorhome, camper, motorcycle, tractor, boat, trailer or any other type vehicle owned or otherwise used by the Lot Owner or a member of his

family. No vehicle shall be parked in the roadways of the Subdivision, Common Areas, or front or side yards except in unusual circumstances or under very temporary conditions, such as during social gatherings. Driveways may be used to temporarily park a vehicle, but this shall not include overnight parking for any vehicle other than personal automobiles. Otherwise, all vehicles, with the exception of personal automobiles, must be kept in an enclosure or stored in a manner screened from adjoining streets. No vehicle which is unlicensed or considered to be inoperative shall be allowed to remain on any Lot for a period in excess of two (2) days without Association approval. Vehicle maintenance and minor repair only are permitted provided such maintenance or repair is limited to Owner's family vehicles and is being performed within an enclosure or an area screened from adjoining streets.

Section 7. Trees. No tree or shrub, the trunk of which exceeds three (3) inches in diameter at one foot (1') above the natural grade shall be cut down or otherwise destroyed without the prior express written consent of the ARC. The Board, in its sole discretion, shall have the right to assess a One Hundred Dollar (\$100.00) fine per tree for violation of this Section.

Section 8. Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, except around swimming pools, unless approved in advance and in writing by the ARC.

Section 9. Garages. Each house shall have a garage with a capacity of at least one (1) automobile. Entry to the garage shall be located on the front or side of the residence. No fiberglass garage doors are permitted. No garage shall be enclosed or converted to other use without the express written approval of the ARC.

Section 10. Clothes Drying Area. No portion of any Lot shall be used for a drying or hanging area for laundry of any kind. Nothing in this section shall be construed, however, to limit the reasonable use of renewable resource energy devices as described in Section 163.04, Florida Statutes (1995).

Section 11. Landscaping. Each Lot shall have a minimum of two (2) trees in a variety consistent with the Subdivision. The two-tree minimum includes existing trees. The Plans and Specifications submitted for approval by the ARC must include a proposed landscape layout.

Section 12. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association, which shall render a decision in writing, which decision shall be dispositive of such dispute or question.

Section 13. Signs. No sign of any kind other than the name and address of the Owner shall be displayed to the public view on any Lot or improvements thereon. This provision shall not apply to the Developer, its successors or assigns, or builders approved by Developer.

Section 14. Pets. In no event may any animal be kept on the Property for any commercial use or purpose. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Upon the receipt of written complaint from two or more Owners, the Board may order that any animal creating a nuisance be removed from the Subdivision.

Section 15. Boarding Up. There shall be no "boarding up" of houses while the homes are vacant for a long period of time. There shall be allowed storm protection only in the event of and during the period of time of a storm likely to cause damage to the house.

Section 16. Exterior Stairways. Exterior stairways shall be permitted if approved by the ARC.

Section 17. Filling-in Prohibited. No lot or parcel shall be increased in size by filling-in the waters on which it abuts. The elevation of the Lot shall not be changed so as to materially affect the surface grade of the surrounding Lots, or obstruct the drainage in any manner. This provision shall not apply to the Developer, its successors, or assigns.

Section 18. Prohibition on Vacating Lots. The Association and any Lot Owner and successor in interest to a Lot Owner or Association shall be prohibited from vacating any Lots to become roads that would interfere with the private use and overall concept of the Subdivision community as is being established in accordance with the Declaration.

Section 19. Miscellaneous. No extensive weeds or other unsightly lawn growths shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in walled-in areas so that they shall not be visible from adjoining Lots or public areas.

Section 20. Plat Restrictions. All building requirements and restrictions on the Plat for the Subdivision to be recorded in the Public Records of Polk County, Florida are incorporated herein by reference.

Section 21. Block. There shall be no exposed block, and all block on the residences shall be stuccoed or otherwise covered by material approved by the ARC.

Section 22. Square Feet. No residence shall be constructed on the Property unless it contains at least 1,100 square feet of air conditioned living area unless otherwise approved by the ARC.

Section 23. Air Conditioners. No wall-mounted air conditioning units shall be installed. No air conditioning units shall be placed on the front of any residence (or the side of a residence which faces the street), unless approved by the ARC. Air conditioning units may be placed at the side or back of the residence, provided they are at least five (5) feet from the closest property line. Each unit must be adequately and ornamentally screened if visible from the street.

Section 24. No Overhead Wires. All telephone, electric and other utility lines and connections between the main utility lines and the residence located on each Lot shall be concealed and located underground so as not to be visible. Electric service is to be provided by Florida Power Corporation, through underground primary services lines running to transformers. The Developer shall have no responsibility or liability for the maintenance, operation, safety, repair or replacement of any electrical system serving any improvements on any Lots.

Section 25. Construction. Every contract for the purchase of a Lot from the Developer shall contain the following provisions:

- (a) Plans and Specifications for the residence to be constructed on the Lot must be submitted to the ARC in final form within thirty (30) days of the Effective Date of the contract (as defined therein).
- (b) Closing is contingent upon ARC approval of the Plans and Specifications of the residence.
- (c) Failure of the contract purchaser to submit plans or obtain approval from the ARC within sixty (60) days, as set forth in subparagraphs (a) and (b), shall render the contract null and void; the contract purchaser will receive a full refund of any deposit, without interest, and the parties shall be released and held harmless as to any matters relating to the contract.

After the closing on the Lot, an Owner shall have twelve (12) months from the date of closing in which to obtain all necessary permits and commence construction of the residence. "Commencement of construction" shall be deemed to occur upon the posting of a Notice of Commencement, as defined in Florida Statutes, Chapter 713. Failure to commence construction within the twelve (12) month period set forth herein shall automatically, without any obligation on the part of the Developer, vest Developer with an option to repurchase the Owner's Lot. Developer may exercise this option at any time prior to Commencement of Construction. Exercise of the option shall be by written notice delivered in the manner provided in this Declaration. The notice will provide for a closing no later than thirty (30) days from the date of the notice, at a purchase price identical to the price paid by Owner to Developer. All closing costs shall be paid by the Owner.

Once construction of any building is begun, work shall be diligently continued until full completion. The main residence and all related structures shown on the plans and specifications approved by the ARC must be completed within eight (8) months after the commencement of construction, unless such completion is made impossible as a direct result of labor strikes, fires,

national emergencies, or other calamities outside the control of the builder and/or Owner. Prior to completion of construction, the Owner and/or builder shall install, at his expense, a suitable concrete or asphalt driveway from the paved portion of the street to his garage entrance. During construction on any Lot, all delivery trucks and other vehicles involved in the construction (except those heavy enough to damage the driveway), shall enter the Lot only at this location.

Section 26. Aerials and Antenna. No radio or television aerial, antenna, satellite dish or any other exterior electronic equipment or devices of any kind shall be installed or maintained on any roof of a residence or on any part of the Lot where it would be visible from the street without written permission from the ARC.

Section 27. Mail Boxes. No mail box or other receptacles of any kind used for the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot unless the size, location and design type shall have been approved by the ARC.

Section 28. Water Supply. The central water supply system established for the Property shall be used as the sole source of water for all water spigots and outlets within all buildings and improvements located on each Lot. Each Owner shall, at Owner's expense, connect the water lines to the water distribution main provided to serve that Owner's Lot and shall pay water meter charges established or approved by the appropriate regulatory authority. After such connection, each Owner shall pay when due, the periodic charges or rates for the furnishing of water made by the supplier thereof. No individual water supply system or well shall be permitted on any Lot.

Section 29. Sewage Disposal. Each Owner, at Owner's expense, shall connect his sewage disposal line to the sewage collection line provided to serve that Owner's Lot. After such connection, each Owner shall pay when due, the periodic charges or rates for the furnishing of such sewage collection and disposal service.

Section 30. Solar Panels. No solar panels shall be allowed on the front roof of any residential dwelling.

Section 31. Basketball Hoops. No basketball hoops shall be attached to any residential dwelling or placed in any front or side yard. Any portable or mechanical device which enables an Owner to engage in basketball (e.g., a pole mounted with a backboard and hoop which can be moved and temporarily anchored) must be stored in the Owner's house or garage when not in use.

Section 32. Use and Maintenance of Waterbodies. The use of all lakes and waterbodies existing or created in the Subdivision will be in accordance with rules and regulations adopted from time to time by the Association. There will be no construction of any dock or other facility in any lake or waterbody without written approval of the ARC, procured in accordance with standards and requirements set by the ARC from time to time. No motorboats shall be allowed on any of the retention ponds without the consent of the Association.

Section 33. Cable Television. The Declarant, or its successor or assigns, shall have the right to install, or enter into contracts for the installation of, a cable television system providing cablevision entertainment to the Lots. Any agreement for services may provide that basic services shall be mandatory for all Lot Owners. In connection with the installation, maintenance and operation of such systems the Declarant reserves access, installation and service easements over, across and under the Property necessary to provide such cable television services to all Owners of Lots; provided, however, such easements shall be reasonably located by the Declarant so as to not unreasonably impair the value of use of Lots.

Section 34. Stormwater. The County has required Declarant to install a storm water drainage and retention system within the boundaries of the Property. No structure, fence or landscaping that interferes with the flow or retention of storm water shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales or retention ponds, shall not be filled or otherwise changed so as to alter or block the flow or the quantity of water. Owners of Lots within which any easement for storm water drainage or retention lines are located shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the storm water drainage and retention system plan required and approved by Polk County. If any Owner shall fail to comply with any part or all of the restrictions contained in this Section, the Association shall notify the Owner in writing, shall have the right to correct such failure to comply herewith, and to assess and collect the cost thereof and shall have a lien upon the Lot upon which the work was performed.

Section 35. Swimming Pools. Any swimming pool and screening or fencing of same to be constructed on any Lot shall be subject to the approval and requirements of the Architectural Review Committee, which shall include but which shall not be limited to the following:

- (a) Above-ground swimming pools normally will not be allowed;
- (b) Materials, design and construction shall meet standards generally accepted by the industry and shall comply with applicable governmental regulations;
- (c) The location shall be approved by the ARC; and
- (d) All fuel tanks for swimming pools, along with other necessary pool mechanical equipment, shall be shielded from view at ground level by appropriate landscaping or decorative fences.

Section 36. Fences and Walls. Any wall or fence to be installed on any Lot shall be subject to the approval and requirements of the ARC.

ARTICLE XIII**GENERAL PROVISIONS**

Section 1. Duration and Remedies for Violation. The covenants, conditions and restrictions set forth in this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors or assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions, in whole or in part.

If any person or entity shall violate or attempt to violate the terms of this Declaration, it shall be lawful for Declarant, any Owner, or the Association to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the terms of this Declaration, to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate the terms of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. In addition, whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of this Declaration (unless previously approved), Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner of such property, which expense shall constitute an individual assessment which shall be treated and shall be collected as set forth in this Declaration, and such entry and abatement or removal shall not be deemed a trespass or make Declarant or the Association liable in any way to anyone for any damages on account thereof. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or elsewhere in this Declaration. The failure of Declarant, the Association, or an Owner to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to subsequent thereto.

The Southwest Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to operation, maintenance and repair of the Surface Water or Stormwater Management System for the Property pursuant to the rules, requirements and permit promulgated by the District.

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed,

postage paid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect

Section 4. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Polk County, Florida.

Section 6. Sales Contracts. All sales contracts, whether new or resale, must expressly disclose the requirements set forth herein relative to roads and drainage.

Section 7. Indemnification. The Developer (as limited to (A) the period during which the Developer controls the Association, and (B) to the extent the Developer has a right, title, interest and/or estate in or to any platted Lots) and the Association hereby indemnify and hold harmless the County for any cost of maintenance and reconstruction of, or tort liability related to or stemming from, the streets and/or drainage system.

Section 8. Ad Valorem Taxes. There shall be no reduction in ad valorem taxes for any Owner based upon the privatization of the streets and drainage system.

Section 9. Default. Should the Association default upon any of its obligations regarding the road and drainage system, the County may, at its option, upon due notice of default and after a stated time to cure, remove the gates and, upon dedication of the rights of way, assume responsibility for maintenance, using available Association reserves or, if none or an insufficient amount exists, employ other financing methods as the County may elect.

Section 10. FHA/VA Approval. As long as there is a Class B membership, and so long as the Declarant wishes to maintain its FHA/VA approved status, the following actions will require the prior approval of the FHA/VA: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration. Furthermore, to the extent and if required as a condition of obtaining approval by FHA/VA, that Declarant must make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder of any Owner or any other party who may be affected.

IN WITNESS WHEREOF, the Developer has executed this Declaration on the day and year first above written.

Signed, sealed and delivered
In the presence of:

DEVELOPER:

LAKE WALES, LTD., a California limited
partnership
Cargberg Properties, Inc., General Partner

Esther Cordero
Witness Signature
ESTHER CORDERO
Print Witness Name

By: *William W. Carey, Sr.*
Name: William W. Carey, Sr.
General Partner

Palma L. Keiser
Witness Signature
Palma L. Keiser
Print Witness Name

STATE OF FLORIDA

See Attached

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 1999, by _____, as general partner of Lake Wales, Ltd., a California limited partnership.

Signature of Notary Public

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced _____

AFFIX NOTARY STAMP

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

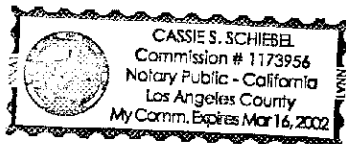
State of CALIFORNIA

County of LOS ANGELES

On Dec. 13, 1999 before me, CASSIE S. SCHIEBEL, NOTARY PUBLIC
Date Name and Title of Officer (e.g. "Jane Doe, Notary Public")

personally appeared WILLIAM W. GEARY, JR.
Name(s) of Signer(s)

personally known to me ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cassie S. Schiebel
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of CC&RS of Chalet Estates

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William W. Geary, Jr. Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Joint Partner

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:
Lake Wales Ltd

- Individual
- Corporate Officer
- Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

BOUNDARY SURVEY

LEGAL DESCRIPTION:

A PORTION OF LOT 1, BLOCK K, AND ALL OF LOT 12, BLOCK N, AND ALL OF BLOCK L OF CARLTON CLUB, INC AS PER PLAT RECORDED IN PLAT BOOK 24, PAGE 23 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD S-17-A, AND A PORTION OF PARKWAY AND JUNIOR TERRACE AS SHOWN ON SAID PLAT OF CARLTON CLUB, INC., AND A PORTION OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE CENTER OF SAID SECTION 15; THENCE RUN SOUTH 00°13'47" WEST ALONG THE NORTH-SOUTH QUARTER SECTION LINE, 80.00 FEET FOR POINT OF BEGINNING, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD S-17-A; THENCE NORTH 89°56'12" EAST AND ALONG SAID RIGHT-OF-WAY LINE, 811.38 FEET; THENCE SOUTH 31°33'46" WEST, 360.00 FEET TO A POINT LOCATED ON THE EXISTING SHORELINE OF LAKE SUZANNE; THENCE MEANDERING IN A COUNTER CLOCKWISE DIRECTION ALONG SAID EXISTING SHORELINE 1000 FEET MORE OR LESS; THENCE SOUTH 00°14'13" WEST, 350.00 FEET; THENCE SOUTH 89°57'10" WEST, 326.91 FEET TO A POINT LOCATED ON THE NORTH-SOUTH 1/4 SECTION LINE; THENCE NORTH 00°13'47" EAST ALONG SAID LINE, 30.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89°50'55" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, 609.01 FEET TO A POINT LOCATED ON THE EASTERLY BOUNDARY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTH 21°44'17" WEST AND ALONG SAID LINE, 1136.22 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD S-17-A; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR THE NEXT FIVE (5) CALLS: NORTH 61°06'28" EAST, 136.47 FEET; THENCE NORTH 28°53'32" WEST, 10.00 FEET; THENCE NORTH 61°06'28" EAST, 65.00 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 778.51 FEET AND A CENTRAL ANGLE OF 28°57'07", AND AN ARC DISTANCE OF 393.39 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 76°10'27" EAST, FOR 389.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°56'12" EAST 485.36 FEET TO THE POINT OF BEGINNING. CONTAINING 35 ACRES MORE OR LESS.

LEGAL DESCRIPTION DESCRIBES SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT NO.C-2772849 BY ATTORNEYS' TITLE INSURANCE FUND WITH AN EFFECTIVE DATE OF AUGUST 27, 1998.

EXHIBIT "A"

ARTICLES OF INCORPORATION
OF
CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE I

NAME

The name of this Corporation shall be **CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 400 East Semoran Boulevard, Suite 207, Casselberry, Florida 32707.

ARTICLE III

INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Association shall be located at 400 East Semoran Boulevard, Suite 207, Casselberry, Florida 32707, and the initial registered agent of the Association at that address shall be Larry J. Whittle. The Association may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles of Incorporation.

EXHIBIT "B"

00 JAN -4 PM 3:57
FILED
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Property, Residential Units, Lots and Common Area within that certain tract of property described as follows:

See Exhibit "A", attached hereto and incorporated herein by reference.

The Association is being formed to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions of Chalet Estates on Lake Suzanne, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court in and for Polk County, Florida and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

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

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

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area;

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

ARTICLE V

MEMBERSHIP

The Declarant and every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Property which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a Member. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Property which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot in which they hold the interest required for membership by the Declaration.

Class B. The Class B Member shall be Developer or its successor specifically designated in writing, who shall be entitled to eight (8) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

1. Three (3) months after 90% of the Lots have been conveyed to Owners, or
2. Upon voluntary conversion to Class A membership by Developer, or
3. On June 30, 2010.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of at least three (3) directors, who need not be Members. The number of directors may be either increased or diminished from time to time as provided in the By-Laws and the Declaration. The name and street address of the initial directors of this Association are:

William W. Geary, Jr.	6171 West Century Boulevard, Suite 100 Los Angeles, California 90045
Jerry Cockrell	6171 West Century Boulevard, Suite 100 Los Angeles, California 90045
Larry J. Whittle	400 East Semoran Boulevard, Suite 207 Casselberry, Florida 32707

Directors may be removed with or without cause.

The Developer shall have the right to appoint all of the members of the Board of Directors or such lesser number as it may choose, as long as Developer owns at least ten percent (10%) of the Lots. Members of the Board of Directors as to whom Developer may relinquish the right to appoint, and all members of the Board of Directors after Developer no longer owns ten percent (10%) of the Lots, shall be elected by and shall serve at the pleasure of a majority vote of the Members of the Association. At the first annual meeting, Developer shall appoint one director for a term of one year, one director for a term of two years, and one director for a term of three years. At each annual meeting thereafter, Developer shall appoint and/or the Members shall elect, as the case may be, one director for a term of three years to replace the director whose term is expiring.

ARTICLE VIII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3) of each class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX

COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

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

ARTICLE X

AMENDMENT

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, and shall require the assent of a majority of each class of Members.

ARTICLE XI

INCORPORATORS

The name and street address of the persons signing these Articles as Incorporators are:

William W. Geary, Jr.	6171 West Century Boulevard, Suite 100 Los Angeles, California 90045
Jerry Cockrell	6171 West Century Boulevard, Suite 100 Los Angeles, California 90045
Larry J. Whittle	400 East Semoran Boulevard, Suite 207 Casselberry, Florida 32707

ARTICLE XII

BY-LAWS

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board.

ARTICLE XIII

INDEMNIFICATION

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees and agents, and former directors, officers, employees and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees and agents in their capacity as such except for willful misconduct or gross negligence.

ARTICLE XIV

FHA/VA APPROVAL

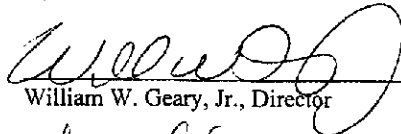
As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

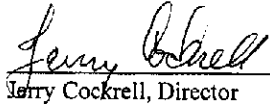
ARTICLE XV

DEFINITIONS

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

IN WITNESS WHEREOF, the undersigned to hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 10th day of December, 1999.

 (SEAL)
William W. Geary, Jr., Director

 (SEAL)
Jerry Cockrell, Director

 (SEAL)
Larry J. White, Director

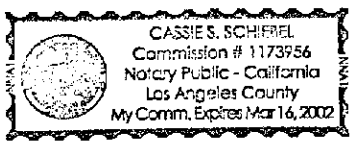
State of CALIFORNIA

County of LOS ANGELES

On Dec. 23, 1999 before me, CASSIE S. SCHIEBEL, NOTARY PUBLIC

personally appeared William W. Geary, Jr. & Jenny Cockrell

personally known to me - ~~OR~~ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Cassie S. Schiebel
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Articles of Incorporation

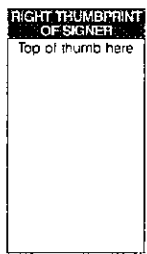
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William W. Geary, Jr.

- Individual
- Corporate Officer
- Title(s): _____
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: Director



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

STATE OF FLORIDA

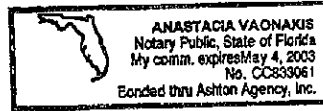
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of December 1999, by Larry J. Whittle as a Director of Chalet Estates on Lake Suzanne Homeowners Association, Inc.

Anastacia Vaonakis
Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced



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

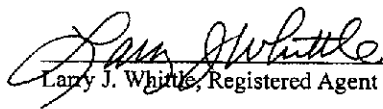
In compliance with Section 48.091, Florida Statutes, the following is submitted:

CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., desiring to organize as a corporation under the laws of the State of Florida with its registered office and principal place of business at 400 East Semoran Boulevard, Suite 207, Casselberry, Florida 32707 has named and designated Larry J. Whittle as its Registered Agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT

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

Dated this 22nd day of December, 1999.



Larry J. Whittle, Registered Agent

FILED
00 JAN -4 PM 3:57
TALLAHASSEE, FLORIDA

BOUNDARY SURVEY

LEGAL DESCRIPTION:

A PORTION OF LOT 1, BLOCK K, AND ALL OF LOT 12, BLOCK N, AND ALL OF BLOCK L OF CARLTON CLUB, INC AS PER PLAT RECORDED IN PLAT BOOK 24, PAGE 23 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LYING SOUTH OF STATE ROAD S-17-A, AND A PORTION OF PARKWAY AND JUNIOR TERRACE AS SHOWN ON SAID PLAT OF CARLTON CLUB, INC., AND A PORTION OF SECTION 15, TOWNSHIP 29 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE CENTER OF SAID SECTION 15; THENCE RUN SOUTH 00°13'47" WEST ALONG THE NORTH-SOUTH QUARTER SECTION OF LINE, 80.00 FEET FOR POINT OF BEGINNING, SAID POINT LOCATED ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD S-17-A; THENCE NORTH 89°56'12" EAST AND ALONG SAID RIGHT-OF-WAY LINE, 811.38 FEET; THENCE SOUTH 31°33'46" WEST, 360.00 FEET TO A POINT LOCATED ON THE EXISTING SHORELINE OF LAKE SUZANNE, THENCE MEANDERING IN A COUNTER CLOCKWISE DIRECTION ALONG SAID EXISTING SHORELINE TO A POINT LOCATED ON THE NORTH-SOUTH 1/4 SECTION LINE; THENCE SOUTH 89°57'10" WEST, 326.91 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH 89°50'55" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 15, 609.01 FEET TO A POINT LOCATED ON THE EASTERLY BOUNDARY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTH 21°44'17" WEST AND ALONG SAID LINE, 1136.22 FEET TO A POINT LOCATED ON THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD S-17-A; THENCE NORTHEASTERLY ALONG SAID RIGHT-OF-WAY FOR THE NEXT FIVE (5) CALLS; NORTH 61°06'28" EAST, 136.47 FEET; THENCE NORTH 28°53'32" WEST, 10.00 FEET; THENCE SOUTHEAST, HAVING A RADIUS OF 778.51 FEET AND A CENTRAL ANGLE OF 28°57'07" ; THENCE ARC DISTANCE OF 393.39 FEET, SAID ARC SUBTENDED BY A CHORD WHICH BEARS NORTH 76°10'27" EAST, FOR 389.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 89°56'12" EAST 485.36 FEET TO THE POINT OF BEGINNING. CONTAINING 35 ACRES MORE OR LESS.

LEGAL DESCRIPTION DESCRIBES SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT NO.C-2772849 BY ATTORNEYS' TITLE INSURANCE FUND WITH AN EFFECTIVE DATE OF AUGUST 27, 1998.

EXHIBIT "A"

**BY-LAWS
OF
CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

IDENTITY

Section 1. Name of Corporation. These are the By-Laws of **CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association." The Articles of Incorporation of the Association were filed in the office of the Secretary of State of Florida on January 4, 2000. The Association has been organized for the purpose of administering a planned residential subdivision to be known as Chalet Estates on Lake Suzanne, which is located on real property situate in Polk County, Florida, more particularly described in the Declaration.

Section 2. Location. The office of the Association shall initially be at 400 East Semoran Boulevard, Suite 207, Casselberry, Florida 32707.

Section 3. Fiscal Year. The fiscal year of the Association shall be from January 1st to December 31st of each year.

Section 4. Corporate Seal. The seal of the Association shall bear the name of the Association, the word "Florida," the word "Corporation not for profit" and the year of incorporation, an impression of which is as follows:

(CORPORATE SEAL)

ARTICLE II

DEFINITIONS

Capitalized words and terms used in these By-Laws (unless the context shall clearly indicate otherwise) shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions of Chalet Estates on Lake Suzanne (the "Declaration") to be recorded in the Public Records of Polk County, Florida.

EXHIBIT "C"

ARTICLE III**MEETINGS OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within thirteen (13) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on a date to be determined by the Board which date shall be within thirteen (13) months of the preceding annual meeting. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of twenty-five (25%) of the Members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each person or entity entitled to vote thereat, addressed to the person's address last appearing on the books of the Association, or supplied by such person 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 thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

Section 6. Adjourned Meetings. If any meeting cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Section 7. Order of Business. The order of business at annual Members' meetings and as far as practical or applicable at other Members' meetings, shall be:

- a. Call to order by President
- b. Calling of the roll and certifying of proxies
- c. Proof of notice of meeting or waiver of notice
- d. Reading and disposal of any unapproved minutes
- e. Reports of officers
- f. Reports of committees
- g. Determination of number of directors
- h. Election of directors
- i. Unfinished business
- j. New business
- k. Adjournment

ARTICLE IV

DIRECTORS

Section 1. Membership. The affairs of this Association shall be managed under the direction of at least three (3) directors who need not be Members of the Association. The number of directors may be increased from time to time.

Section 2. Term of Office. At the first annual meeting, Developer shall appoint one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter, Developer shall appoint and/or the Members shall elect, as the case may be, one (1) director for a term of three (3) years to replace the director whose term is expiring.

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

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

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

ARTICLE V**NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination of Directors. Nomination for election to the Board 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, and two or more Members of the Association. The nominating committee shall be appointed by the Board 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 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 of Directors. Election to the Board 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**MEETINGS OF DIRECTORS**

Section 1. Organizational Meeting. The organizational meeting of a newly-elected/appointed Board shall be held within ten days of their election/appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.

Section 2. Regular Meetings. The regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three days prior to the meeting. Except in the event of emergency meetings, a notice of all meetings shall be posted conspicuously 48 hours in advance for the attention of Members of the Association.

Section 3. Special Meetings. The special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one third of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously 48 hours in advance for the attention of Members of the Association except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, the Board may

provide notice of a schedule of Board meetings. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committee or other similar body, including the Architectural Review Committee.

Section 4. All Meetings. All meetings of the Board shall be open to all Members of the Association, except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

Section 5. Waiver Of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use 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 of published rules and regulations;
- (c) exercise for the Association all powers, duties and authority vested in or delegated to the 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 to be vacant in the event such member shall be absent without cause from three (3) consecutive regular meetings of the Board;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (f) mortgage and encumber Common Areas as set forth in the Declaration and assign such assessments or portions thereof to Owners;

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

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

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

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

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

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

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

(3) foreclose the lien against any property for which assessments are not paid within sixty (60) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate in writing signed by an officer of the Association setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

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

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

(g) cause the Common Area to be maintained;

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

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

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

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

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

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

and

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

(k) perform such other functions and duties reserved to the Board by the Declaration.

ARTICLE VIII

OFFICERS

Section 1. Officers, Election and Terms of Office. The officers of the Association shall be President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create. Each of the officers shall be elected by the Board at the first meeting of the Board immediately following the annual meeting of the Members, and shall hold their respective offices from the date of the meeting at which elected until the time of the next succeeding meeting of the Board following the annual meeting of the Members. The Board shall have the power to elect or appoint, for such term as it may see fit, such other officers and

assistant officers and agents as it may deem necessary, and to prescribe such duties for them to perform as it may deem advisable.

Section 2. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 3. Removal and Resignation of Officers. Any officer or agent elected or appointed by the Board may be removed with or without cause by the Board whenever in its judgment the best interests of the Association will be served thereby.

Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Vacancies. Any vacancy, however occurring, in any office may be filled by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 5. Multiple Offices. The offices of the Secretary and the Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 2 of this Article.

Section 6. President. Except as otherwise provided in these By-Laws, the President, subject to the directions of and limitations imposed by the Board, shall perform all the duties and have all the power usually pertaining and attributed by law or otherwise to the office of the President of the Association. The President shall preside at all meetings of the Board. The President, unless some other person is thereunto expressly authorized by resolution of the Board, shall execute all contracts, deeds, mortgages, bonds and other instruments and papers in the name of the Association and on its behalf; subject, however, to the control, when exercised, of the Board. The President shall co-sign all checks and promissory notes. The President shall also see that orders and resolutions of the Board are carried out.

Section 7. Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the Members and the Board in a book or books to be kept for such purposes, and also, when so requested, the minutes of all meetings of committees in a book or books to be kept for such purposes. He shall attend to giving and serving of all notices, and he shall have charge of all books and papers of the Association, except those hereinafter directed to be in charge of the Treasurer, or except as otherwise expressly directed by the Board. The Secretary shall be the custodian of the seal of the Association and cause to be affixed the seal of the Association on all

papers requiring said seal. The Secretary may sign as Secretary of the Association, with the President, in the name of the Association and on its behalf, all contracts, deeds, mortgages, bonds, notes and other papers, instruments and documents, except as otherwise expressly provided by the Board, and as such Secretary he shall affix the seal of the Association thereto. The Secretary shall keep appropriate current records showing the Members of the Association together with their addresses. Under the direction of the Board, or the President, the Secretary shall perform all the duties usually pertaining to the office of Secretary; and he shall perform such other duties as may be prescribed by the Board, or the President.

Section 9. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

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

ARTICLE X

BOOKS AND RECORDS

This Association shall keep correct and complete books, records and papers and 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 are fully provided in the Declaration, each Owner is obligated to pay to the Association annual, special and individual 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 sixty (60) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate allowed by Florida law, and the Association may bring an action at law against the Owner personally obligated to pay the same and foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The seal of this Corporation shall be circular and shall have inscribed thereon the name of the Association, a corporation not for profit.

ARTICLE XIII

AMENDMENT OF BY-LAWS

Section 1. Amendment. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

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

ARTICLE XIV

FISCAL MANAGEMENT

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

Section 1. The Association shall maintain accounting records for each property it maintains, in Polk County, Florida, where the property is located, according to good accounting practices. The records shall be open for inspection by Owners or their authorized representatives upon such Owner delivering ten (10) business days' written notice of its request for access. The records shall include, but are not limited to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XV

MISCELLANEOUS

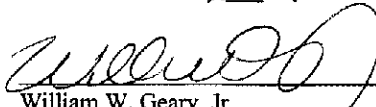
The fiscal year of the Association shall begin on the first day of January and end of the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVI

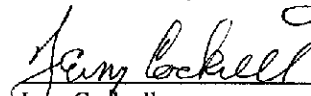
HOUSING AND URBAN DEVELOPMENT

The United States Department of Housing and Urban Development has the right to veto any amendment to the Bylaws as long as Class B membership exists.

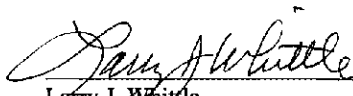
IN WITNESS WHEREOF, we, being all of the directors of Chalet Estates on Lake Suzanne Homeowners Association, Inc., have hereunto set our hands this 22nd day of December, 1999.



William W. Geary, Jr.



Jerry Cockrell



Larry J. Whittle

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INSTR # 2004120805
BK 05816 PGS 1126-1127 PG(s) 2
RECORDED 06/15/2004 03:08:30 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 18.50
RECORDED BY J Ford

This Instrument Prepared By
& Requested Be Returned to:
Craig B. Hill, Esquire
Clark, Campbell & Mawhinney, P.A.
Post Office Box 24627
Lakeland, Florida 33802-4627

**SECOND AMENDMENT TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CHALET ESTATE ON LAKE SUZANNE**

This Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne, as recorded January 11, 2000, in Official Records Book 4384, Page 2140, of the public records of Polk County, Florida, as amended by that certain Amendment to the Declaration of Chalet Estate on Lake Suzanne, as recorded November 6, 2002, in Official Records Book 5164, Page 1551, of the public records of Polk County, Florida (collectively, "Declaration"), by CENTURY HOMES-CARLSBERG, LLC, a Florida limited liability company, its successors and assigns ("Developer") is made this 15th day of June, 2004. The Declaration is amended as set forth herein.

1. Initially capitalized terms herein shall have the same definition as in the Declaration, unless otherwise defined herein.
2. The terms "Declarant" and "Developer" as used in the Declaration shall mean and refer to Developer pursuant to that certain Assignment of Developer's Rights Under Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne, dated October 23, 2003, by and between Lake Wales, Ltd., a California limited partnership and Developer.
3. Developer has the right to modify and amend the Declaration pursuant to Article III, Section 2 thereof. This Second Amendment has been duly authorized and adopted by Developer pursuant to that certain Limited Liability Company Resolution of Developer of even date herewith.
4. Article V, The Association, Section 2(c), Annual Budgets, of the Declaration is amended and restated as follows:

The Board of Directors shall prepare and approve annual budgets in advance for each fiscal year. The budget shall project anticipated income and estimated expenses in sufficient detail to show estimates for operating expenses, maintenance expenses, and repairs, pertaining to the operation and protection of the Property and the Common Area. In the event that the Association establishes reserves at some point in time, such reserve funds shall be held in a separate account apart from all other Association

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funds. Each Owner shall be liable for the payment to the Association of its share of the common expenses as determined in said budget.

5. Article V, The Association, Section 2(d), Capital Budget, of the Declaration is deleted in its entirety.

6. Except as expressly modified herein, all other terms and conditions of the Declaration shall continue to be in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne the day and year set forth above.

"DEVELOPER"

CENTURY HOMES-CARLSBERG, LLC,
a Florida limited liability company

By: CRF Management Co., Inc., a Florida corporation, its Managing Member

By: Lawrence T. Maxwell
Lawrence T. Maxwell, its President

WITNESSES:

Deranda R. Stevens
Print Name: DERANDA R. STEVENS
Sharon L. Criggs
Print Name: SHARON L. CRIGGS

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on the 15th day of June, 2004, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Lawrence T. Maxwell, the President of CRF Management Co., Inc., a Florida corporation, as the managing member of CENTURY HOMES-CARLSBERG, LLC, a Florida limited liability company, freely and voluntarily under authority duly vested in him by said limited liability company. He is personally known to me or did produce _____ as identification.

(SEAL)



Deranda R. Stevens
MY COMMISSION # 00014750 EXPIRES
November 27, 2005
COMMERCIAL TRUST FUNDING, INC.

Deranda R. Stevens
Notary Public, State of Florida
Print Name: Deranda R. Stevens

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

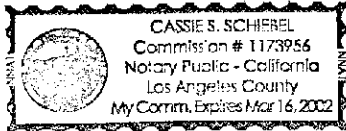
State of CALIFORNIA

County of LOS ANGELES

On Dec. 23, 1999 before me, CASSIE S. SCHIEBEL, NOTARY PUBLIC

personally appeared William W. Geary, Jr and Jenny Cockrell

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cassie S. Schiebel
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Bylaws

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: William W. Geary, Jr
Jenny Cockrell

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other: Directors



Signer Is Representing:

Signer's Name:

- Individual
Corporate Officer
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:

STATE OF FLORIDA

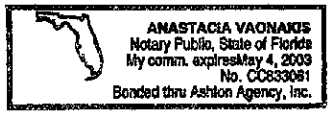
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 30th day of December 1999, by Larry J. Whittle.

Anastacia Vaonakis
Signature of Notary Public

AFFIX NOTARY STAMP

(Print Notary Name)
My Commission Expires: _____
Commission No.: _____
 Personally known, or
 Produced Identification
Type of Identification Produced _____



CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of **CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, and,

THAT the foregoing Amended and Restated By-Laws constitute the By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 22nd day of December, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 22nd day of December, 1999.


Secretary

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R- ROGER ROTH
484 LAKE SUZANNE DR
LAKE WALES, FL 33859

INSTR # 2008019164
BK 07545 PGS 1898-1901 PG(s) 4
RECORDED 02/01/2008 01:51:46 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 35.50
RECORDED BY T Moffett

This instrument prepared by and should be returned to:)
)
)
Patrick C. Howell, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)
)
CROSS REFERENCE to the Articles of)
Incorporation recorded as attachment)
to Declaration recorded in Official)
Records ("O.R.") Book 4384, Page 2140;)
and amended by O.R. Book 5164, Page)
1562; both of which are recorded in the)
Public Records of Polk County, Florida.)

**CERTIFICATE OF THIRD AMENDMENT TO
ARTICLES OF INCORPORATION OF
CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.**

THIS IS TO CERTIFY that attached as EXHIBIT A is a true and correct copy of an amendment to the Articles of Incorporation of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc. which Articles of Incorporation were filed with the Secretary of State of Florida on January 4, 2000 and recorded as an attachment to the Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne at Official Records Book 4384, Page 2140 of the Public Records of Polk County, Florida; and were amended by the Articles of Amendment to Articles of Incorporation of Chalet Estates on Lake Suzanne Homeowners Association, Inc. filed with the Secretary of State of Florida on March 2, 2001, ("First Amendment") and the Articles of Amendment to Articles of Incorporation of Chalet Estates on Lake Suzanne Homeowners Association, Inc., filed with the Secretary of State of Florida on October 1, 2001 ("Second Amendment"), both of which Articles of Amendment were recorded by that Certificate of Amendment to Articles of Incorporation of Chalet Estates on Lake Suzanne Homeowners Association, Inc. now Known as Carlsberg Estates on Lake Suzanne Homeowners Association, Inc. at Official Records Book 5164, Page 1562 of the Public Records of Polk County, Florida. The attached amendments were duly and properly adopted pursuant to the subject Articles of Incorporation and properly filed with the Secretary of State on the dates indicated thereon.

Executed at Lake Wales (city), Polk County, Florida, on this the 30th day of ~~January~~ February, 2008.

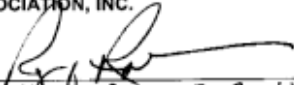
Signed, sealed and delivered in the presence of:
Francisco A. Garcia
Printed Name: Francisco A Garcia
Carla R. Stark
Printed Name: Carla R. Stark

CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.
By: Roger J. Roth
Printed Name: ROGER J. ROTH
Title: President
Address: 440 LAKE SUZANNE DR
LAKE WALES FL 33859

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Executed at Lake Wales (city), Polk County, Florida, on this the 30th day of January, 2008.

**CARLSBERG ESTATES ON LAKE
SUZANNE HOMEOWNERS
ASSOCIATION, INC.**

By: 
Printed Name: Roger E. Roth
Title: President

Ces001 amn2

CODING: Additions by **Bold Underline**, Deletions by ~~Strikeout~~
2

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(CORPORATE SEAL)

ATTEST:

Francisco A. Gioia
Printed Name: FRANCISCO A. GIOIA

By: Hedda F. Locke
Printed Name: HEDDA F. LOCKE
Title: Secretary

Carla R. Stark
Printed Name: CARLA R. STARK

Address: 238 LAKE SUZANNE DRIVE
LAKE WALES, FL 33859

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 2008, by ROGER BOTHI and HEDDA LOCKE, as President and Secretary, respectively, of CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [] have produced _____ as identification.

(NOTARY SEAL)

Joyce M. Carter
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: JOYCE M. CARTER
Commission No.: 364755
Commission Expires: FEBRUARY 21, 2009



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EXHIBIT "A"

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.**

A Florida Not For Profit Corporation
Document Number N00000000067

Pursuant to the provisions of Chapter 617, Florida Statutes, this Florida Not For Profit Corporation adopts the following articles of amendment to its Articles of Incorporation:

NEW CORPORATE NAME (if changing): NOT APPLICABLE

AMENDMENTS ADOPTED:

ARTICLE II "PRINCIPAL OFFICE" is hereby amended to read as follows:

The principal office of the Association is located at ~~400 East Semoran Boulevard, Suite 207, Gessleberry, Florida 32707~~; 484 Lake Suzanne Dr. Lake Wales, Florida 33859.

ARTICLE VIII, "DISSOLUTION" is hereby amended to read as follows:

The Association may be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3) of ~~each class~~ of Members. Upon dissolution of the Association, the assets and property of the Association, including the surface water management system, and 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. In the event that such conveyance or dedication is refused acceptance, such assets, including the surface water management system facilities shall be conveyed to a non-profit corporation, or other organization similar to the Association to be devoted to such similar purposes.

ARTICLE XII, "BY-LAWS" is hereby amended to read as follows:

The power to adopt, alter, amend or repeal By-Laws shall be vested in the Board Members as more specifically stated therein.

The foregoing amendments were duly and properly adopted pursuant to Article X of the subject Articles of Incorporation by obtaining the assent of a majority of each class of Members.

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ROGER ROTH
484 LAKE SUZANNE DR
LAKE WALES, FL 33859

INSTR # 2008019165
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RECORDED 02/01/2008 01:51:46 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 61.00
RECORDED BY T Maffett

This instrument prepared by and)
should be returned to:)

Patrick C. Howell, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)

CROSS REFERENCE to the Declaration)
recorded in Official Records ("O.R."))
Book 4384, Page 2140; and amended by)
O.R. Book 5164, Page 1551; and O.R.)
Book 5816, Page 1126 all of which are)
recorded in the Public Records of Polk)
County, Florida)

**CERTIFICATE OF THIRD AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF CHALET ESTATE ON LAKE SUZANNE**

THIS IS TO CERTIFY that the following language amending Article I, Article III, Article V, Article VI, Article XI and Article XII, constitutes the Third Amendment to Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne, which was originally recorded in Official Records (O.R.) Book 4384, Page 2140 of the Public Records of Polk County, Florida, and amended as follows: Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne at O.R. Book 5164, Page 1551("First Amendment"); Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne at O.R. Book 5816, Page 1126 ("Second Amendment"); all of the Public Records of Polk County, Florida (hereinafter collectively referred to as the "Declaration"). This Third Amendment was duly and properly adopted by the affirmative vote or written consent of three-fourths (3/4) of the Members of the Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., pursuant to Article III, Section 1 of the Declaration. The following amendments shall become effective upon the recording of same in the Public Records of Polk County, Florida.

Article I, DEFINITIONS, Section 1(s) is hereby added as follows:

Section 1. Definitions. The following words and terms when used in this Declaration or any Supplemental Declaration hereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

...

(s) "Private Lender" shall mean any lender other than an Institutional Lender as defined in subparagraph (l) above and includes a seller who holds a mortgage on a Lot.

Article III, AMENDMENT, Section 1 is hereby amended as follows:

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Section 1. Amendments by Members. This Declaration may be amended at any time by the affirmative vote or written consent, or any combination thereof, of Members representing ~~three-fourths (3/4)~~ **two-thirds (2/3)** of the total votes of the Association, ~~including three-fourths (3/4) of the total votes held by Members other than the Declarant;~~ provided, however, that if the affirmative vote required for approval of action under the specific provision to be amended is a higher or lower percentage, then such higher or lower percentage shall be required to approve amendment of that provision. Notice shall be given at least thirty (30) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved by the Members as set forth above, the President of the Association shall execute an Amendment to this Declaration which shall set forth the amendment, the effective date of the amendment, the date of the meeting of the Association at which such amendment was adopted, and the date that notice of such meeting was given. Such amendment shall be recorded in the Public Records of Polk County, Florida.

Notwithstanding anything above contained to the contrary, no amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. No amendment may impair the validity or priority of the lien of any mortgage held by a mortgagee or impair the rights granted to mortgagees herein without the prior written consent of such mortgagees.

Article V, THE ASSOCIATION, Section 1 is hereby amended as follows:

Section 1. Membership. Every Owner of a Lot, including the Developer at all times as long as it owns all or any part of the Property, shall be a Member of the Association, and by acceptance of a deed or other instrument evidencing ownership interest, each Owner accepts membership in the Association, acknowledges the authority of the Association as herein stated, and agrees to abide by and be bound by the provisions of this Declaration, the Articles of Incorporation, the Bylaws and other rules and regulations of the Association. Provided, however, that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

The Association shall have ~~two~~ **one** classes of voting membership, which are: ~~is~~

Class A. Class A Members shall be all Owners, ~~with the exception of the Developer,~~ and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that the Owner was acting with the authority and consent of all other Owners of that Lot.

~~Class B:~~ ~~The Class B Member shall be the Declarant, who shall be entitled to eight (8) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events; whichever occurs earlier:~~

- (a) ~~Three (3) months after 90% of the Lots have been conveyed to Owners by~~

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Declarant, or

(b) Upon voluntary conversion to Class A membership by Declarant, or

(c) On June 30, 2010.

Article VI, COVENANTS FOR MAINTENANCE ASSESSMENTS, is hereby amended as follows:

...

Section 5. Special Assessments. In addition to the annual assessments levied as set forth herein, special assessments may be made by the Board of Directors of the Association from time to time to meet other needs or requirements of the Association in the operation and management of the Common Areas, including covering any budget deficit of the Association, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance **resulting from Acts of God or Nature. The Board is authorized in such events, to levy a special assessment in an amount, not exceeding \$500.00 per Member per year. All exceptions to this shall require approval of two-thirds (2/3) of the Members of the Association voting in person or by proxy.**

...

~~Section 7. Assessments for Common Expenses for Lots owned by Developer. Notwithstanding anything contained in this Article VI to the contrary, for as long as there is Class B Membership in the Association, Developer shall have the option to (a) pay Assessments for any Lot owned by Developer in the same manner as all other Owners, or, in lieu thereof, (b) pay the difference between the amount of assessments levied on all Lots subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. The obligation set forth in subparagraph (b) may be satisfied in the form of a cash subsidy or by "in-kind" contribution of services or materials, or a combination of these. After Class B Membership has terminated, Developer shall have no liability for operating deficits of the Association.~~

...

Section 10. Lien for Unpaid Assessments. The Association shall have a lien on each Lot for any unpaid assessments and interest thereon and costs of collection which has been assessed against the Lot owner of such Property. The lien shall be effective from and after the time of recording a claim of lien in the Public Records of Polk County, Florida. Any and all such liens herein provided for shall be a lien superior to all other liens less and except real estate tax liens and the lien of any mortgage to any Institutional Lender or **Private Lender** recorded prior to the time of recording of the claim of lien, so long as said mortgage lien is a first lien against the property encumbered thereby. Any such mortgagee, when in possession, or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Notwithstanding any contrary provision hereof, no Institutional Lender or **Private Lender** acquiring title to a Lot through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such Institutional Lender or **Private Lender** or purchaser, shall be personally obligated

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Page 3

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to pay assessments that accrued prior to the Institutional Lender's or **Private Lender's** or the foreclosure purchaser's acquiring title. The Board of Directors may take such action as it deems necessary to collect assessments, or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. The delinquent Owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit or otherwise enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure all such costs and fees. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply, as credit against said bid, all sums due the Association which are covered by the lien enforced. During the period in which a Lot is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) No assessment shall be assessed or levied on it; and (c) Each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association as a result of foreclosure. **The Board shall proceed in a prudent and expeditious manner to divest the Lot after obtaining approval of two-thirds (2/3) of the Members of the Association present, in person or by proxy, at a meeting called separately for this purpose.**

Section 11. Priority of Lien. As to the priority between the lien of a recorded mortgage and the lien for an assessment, the lien for an assessment shall be subordinate to and inferior to any recorded first mortgage given to an Institutional Lender or **Private Lender**, or mortgage of Developer, regardless of when said assessment was due. No mortgagee is required to collect assessments. The failure to pay assessments shall not constitute a default under any HUD insured mortgage.

Article XI, **ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW COMMITTEE** is amended as follows:

Section 2. Architectural Review Committee. The architectural and control review functions as provided for in this Article shall be administered and performed by the ARC.

The ARC shall consist of three (3) members, who ~~need not~~ **must** be Members of the Association. ~~The Developer shall have the right to appoint any or all of the members of the ARC; or such lesser number as it may choose, as long as Developer owns any Lot in the Subdivision; Members of the ARC appointed by Developer need not be members of the Association. Developer further expressly reserves the absolute right, in its sole discretion, to adopt, amend, modify or waive, in whole or in part, the Architectural Planning Criteria, or compliance therewith, for as long as it owns any Lot in the Subdivision. Members of the ARC as to whom Developer may relinquish the right to appoint, and all members of the~~ **The ARC after Developer no longer owns any Lot in the Subdivision, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority present at the meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARC appointed by Developer. Upon Developer transferring or conveying the last Lot owned by Developer in the Subdivision, then and in that event, the** ~~The~~ **appointment, and/or administration of the ARC shall be performed by the Association or its appointed committee, in accordance with Section 3, below.**

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Section 5. Procedure Before the ARC. Prior to the commencement of any work on any Lot contemplated for improvement, an applicant must submit to the ARC two complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARC and such additional information as required by this Declaration. No later than ~~fifteen~~ **thirty** (30) days after receipt of said plans and specifications, the ARC shall respond to the application in writing by approving said application, or disapproving said application. In the event the ARC fails to respond within the 30-day period, the plans and specifications shall be deemed approved; however, failure of the ARC to approve or disapprove will not waive the ARC's right to approve or disapprove any amendments to any submitted plans or specifications. In the event of disapproval of plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement. ~~The initial address of the ARC shall be: 400 East Semoran Boulevard, Suite #207, Gessleberry, Florida 32707.~~ The address of the ARC shall be: 484 Lake Suzanne Dr. Lake Wales, Florida 33859.

Article XII, RESTRICTIONS, is hereby amended as follows:

...

Section 3. Leasing. Any Owner of a Lot shall be entitled to rent or lease such Lot if:

- (a) There is a written rental or lease agreement specifying that (1) the tenant shall be subject to all provisions of this Declaration, and (2) a failure to comply with any provision of this Declaration shall constitute default under the rental or lease agreement;
- (b) The period of the rental or lease is at least ~~90 days~~ **six (6) months and not more than one (1) year. If the owner wants to continue renting to the same tenant he/she would have to enter into another lease.**
- (c) The Owner gives notice of the tenancy to the Association and is otherwise in compliance with the terms of this Declaration; and
- (d) The Association approves the proposed rental or lease in accordance with Article XII, Section 2 hereof.
- (e) **The Owner shall have had title to the property for one (1) year prior to rental.**

...

Section 5. Building Type. No building or detached structures including, but not limited to sheds and gazebos shall be erected, altered, placed or permitted to remain on any Lot other than a residential home.

Section 6. Boats and Motor Vehicles. For the purpose of this section, a "vehicle" shall be considered to be any automobile, truck, motorhome, camper, motorcycle, tractor, boat, trailer or any other type vehicle owned or otherwise used by the Lot Owner or a member of his family. No vehicle shall be parked in the roadways of the Subdivision, Common Areas, or front or

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Page 5

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side yards except in unusual circumstances or under very temporary conditions, such as during social gatherings. Driveways may be used to temporarily park a vehicle, but this shall not include overnight parking for any vehicle other than personal automobiles or standard pickup trucks. Otherwise, all vehicles, with the exception of personal automobiles or standard pickup trucks, must be kept in an enclosure or stored in a manner screened from adjoining streets. No vehicle which is unlicensed or considered to be inoperative shall be allowed to remain on any Lot for a period in excess of two (2) days without Association approval. Vehicle maintenance and minor repair only are permitted provided such maintenance or repair is limited to Owner's family vehicles and is being performed within an enclosure or an area screened from adjoining streets.

...

~~Section 10. Renewable Resource Energy Devices: Lawn Furniture and Ornaments.~~ If a resident is out of the area during the hurricane season, June 1 to November 30, prior to leaving, resident is responsible for moving lawn furniture and ornaments inside for th safety of the community.

...

~~Section 13. Signs.~~ No sign of any kind other than the name and address of the Owner and one (1) realty sign, (sign size limited to fit in a standard front window) displayed fr m inside the home, shall be displayed to the public view on any Lot or improvements thereon. This provision shall not apply to the Developer, its successors or assigns, or builders approved by Developer.

...

~~Section 21. Block.~~ There shall be no exposed block, and all block on the residences shall be stuccoed or otherwise covered by material approved by the ARC. Unless otherwise approved by the ARC, the existing exterior color of the residences shall be maintained.

...

~~Section 35. Swimming Pools.~~ Any swimming pool and screening or fencing of same to be constructed on any Lot shall be subject to the approval and requirements of the Architectural Review Committee, which shall include but which shall not be limited to the following:

- (a) Above-ground swimming pools ~~normally~~ will not be allowed;

...

~~Section 37. Fireworks~~ Fireworks shall not be set off within the boundaries of Carlsberg Estates due to the possibility of personal injury and damage to the dwellings.

~~Section 38. Security Bar on Windows.~~ Bars on windows will not be allowed as they are a safety hazard and they will distract from the aesthetic appearance of th community.

Executed at Lake Wales (city), Polk County, Florida, on this the 30th day of

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Page 6

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JANUARY 30, 2008.

Signed, sealed and delivered in the presence of:

CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.

Signature of Francisco A. Gioscia
Printed Name: FRANCISCO A GIOSCIA
Signature of Carla R. Stark
Printed Name: Carla R. Stark

By: [Signature]
Printed Name: [Signature]
Title: President
Address: 440 LAKE SUZANNE DR LAKE WALES, FL 33559.

(CORPORATE SEAL)

ATTEST:

Signature of Charles S. Zito
Printed Name: Charles S. Zito
Signature of Francisco A. Gioscia
Printed Name: FRANCISCO A GIOSCIA

By: [Signature]
Printed Name: HEDDA F. LOCKE
Title: Secretary
Address: 228 LAKE SUZANNE DR LAKE WALES, FL 33559

STATE OF FLORIDA COUNTY OF Polk

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 2008, by ROGER BOYD and HEDDA LOCKE as President and Secretary, respectively, of CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [X] are personally known to me or [] have produced

as identification.

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: JOYCE M. ARTELL
Commission No.: 364755
Commission Expires: FEBRUARY 21, 2009



Ces001 cert1

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R ROGER ROTH
484 LAKE SUZANNE DR
LAKE WALES, FL 33859

INSTR # 2008019166
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
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This instrument prepared by and should be returned to:)
)
)
Patrick C. Howell, Esquire)
TAYLOR & CARLS, P.A.)
850 Concourse Parkway South)
Suite 105)
Maitland, Florida 32751)
(407) 660-1040)
)
CROSS REFERENCE to the Bylaws)
recorded as attachment to Declaration)
recorded in Official Records ("O.R."))
Book 4384, Page 2140; and amended by)
O.R. Book 5164, Page 1568, both of)
which are recorded in the Public)
Records of Polk County, Florida.)

**CERTIFICATE OF SECOND AMENDMENT TO
BYLAWS
OF CARLSBERG ESTATES ON LAKE SUZANNE**

THIS IS TO CERTIFY that the following language amending Article I, Section 2; Article IV, Sections 1 and 2; Article V, Section 1; Article VII, Section 2; Article VIII, Sections 1 and 8; Article XIII, Section 1; Article XIV, Sections 3 and 4, constitutes the Second Amendment to Bylaws of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., which was originally recorded as an attachment to Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne which was recorded in Official Records (O.R.) Book 4384, Page 2140 of the Public Records of Polk County, Florida, and was amended by that Certificate of Amendment to By-Laws of Chalet Estates on Lake Suzanne Homeowners Association, Inc. Now Known as Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., at Official Records Book 5164, Page 1568 ("First Amendment"). This Second Amendment was duly and properly adopted by the affirmative vote of a majority of the Board of Directors of Carlsberg Estates on Lake Suzanne Homeowners Association, Inc., pursuant to Article XIII, Section 1 of the Bylaws, at a meeting of the Board of Directors held on _____, 2008. The following amendments shall become effective upon the recording of same in the Public Records of Polk County, Florida.

Article I, "IDENTITY", Section 2 "Location" is hereby amended to read as follows:
Section 2. Location. The office of the Association shall ~~initially~~ be **located at 480 East Semoran Boulevard, Suite 207, Casselberry, 484 Lake Suzanne Dr. Lake Wales, Florida 32707 33859, or some other such location as the Board of Directors may designate from time to time.**

Article III, "MEETING OF MEMBERS", Section 4 "Quorum" is hereby amended to read as follows:
Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, ~~one-tenth (1/10)~~ **thirty percent (30%)** of the ~~votes of each class of membership total voting interests~~ 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

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

Article IV, "DIRECTORS" is hereby amended to read as follows:

Section 1. Membership. The affairs of this Association shall be managed under the direction of at least ~~three~~ **five** (3) directors who ~~need not~~ **must** be Members of the Association. The number of directors may be increased from time to time.

Section 2. Term of Office. At the first annual meeting, Developer shall appoint three individuals to serve as directors for the Board. The directors on the Board appointed by the Developer shall serve until the earlier of the Developer appointing successor Board Member(s) or Turnover. Turnover shall be defined herein as the date at which the Developer relinquishes control of the Board voluntarily or pursuant to Section 720.308, Fla.Stat. Upon Turnover, the Members shall elect individuals to serve as directors on the Board. From and after the first annual meeting following Turnover, the Members shall elect individuals to serve as directors on the Board as follows: one (1) director for a term of one (1) year, one (1) director for a term of two (2) years, and one (1) director for a term of three (3) years. At each annual meeting thereafter, the Members shall elect one (1) director for a term of three (3) years to replace the director whose term is expiring.

If the number of Board of Directors should be increased to five (5) members, beginning at the first election of Directors following the increase in the number directors, the terms of office shall consist of staggered one and two year terms, as follows: The three (3) persons receiving the highest number of votes in the first election of Directors following the increase in the number of directors shall serve a two (2) year term. The remaining two (2) persons elected in the first election of Directors following the increase in the number of directors shall serve a one (1) year term. If two (2) or more directors receive the same number of votes, then a majority of the newly elected Board will determine which director shall serve the two (2) year term and which director shall serve the one (1) year term. Thereafter, all Directors shall serve for terms of two (2) years each. The term of each Director's service shall extend until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

No director may serve more than two (2) consecutive terms, regardless of the length of the term.

Article V, "NOMINATION AND ELECTION OF DIRECTORS," Section 1 is hereby amended to read as follows:

Section 1. Nomination of Directors. Nomination for election to the Board 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, and two or more Members of the Association. The nominating committee shall be appointed by the Board 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 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.~~

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Article VII, "POWERS AND DUTIES OF THE BOARD OF DIRECTORS", Section 2 is hereby amended to read as follows:

Section 2. Duties of Directors. It shall be the duty of the Board 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)~~ one-fifth (1/5) of the Class A Members who are entitled to vote;

...

Article VIII, "OFFICERS", is hereby amended as follows:

Section 1. Officers, Election and Terms of Office. The officers of the Association shall be President, and Vice President, ~~who shall at all times be members of the Board of Directors~~, a Secretary, and a Treasurer, ~~who shall at all times be members of the Board of Directors~~, and such other officers as the Board may from time to time by resolution create. Each of the officers shall be elected by the Board by secret ballot at the first meeting of the Board immediately following the annual meeting of the Members, and shall hold their respective offices from the date of the meeting at which elected until the ~~time of the next succeeding~~ meeting of the Board following the next annual meeting of the Members. The Board shall have the power to elect or appoint, for such term as it may see fit, such other officers and assistant officers and agents as it may deem necessary, and to prescribe such duties for them to perform as it may deem advisable.

...

Section 8. Secretary. The Secretary shall keep the minutes of all meetings of the Members and the Board in a book or books to be kept for such purposes, and also, when so requested, the minutes of all meetings of committees in a book or books to be kept for such purposes. He/she shall attend to giving and serving of all notices, and he/she shall have charge of all books and papers of the Association, except those hereinafter directed to be in charge of the Treasurer, or except as otherwise expressly directed by the Board. The Secretary shall be the custodian of the seal of the Association and cause to be affixed the seal of the Association on all papers requiring said seal. The Secretary may sign as Secretary of the Association, with the President, in the name of the Association and on its behalf, all contracts, deeds, mortgages, bonds, notes and other papers, instruments and documents, except as otherwise expressly provided by the Board, and as such Secretary he/she shall affix the seal of the Association thereto. The Secretary shall keep appropriate current records showing the Members of the Association together with their addresses. Under the direction of the Board, or the President, the Secretary shall perform all the duties usually pertaining to the office of Secretary; and he/she shall perform such other duties as may be prescribed by the Board, or the President.

Article XIII, "AMENDMENT OF BYLAWS", is hereby amended as follows:

Section 1. Amendment. These By-Laws may be amended at a regular or special meeting of the Members by the affirmative vote of ~~a majority of the Board~~ two-thirds (2/3) of the voting interests of the Association, except as to those matters set forth in Section 720.306(1) Florida Statutes (2007).

Article XIV, "FISCAL MANAGEMENT" is amended as follows:

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Section 2. The Board of Directors shall adopt a budget for each fiscal year, developed in accordance with Article VII, Section 2(c) of these Bylaws, which shall contain estimates of the cost of performing the functions of the Association. If the budget does not anticipate expenditures, other than for future capital expenditures and deferred maintenance, exceeding 5% of the actual expenditures from the previous year for any line item, or if the budget does not necessitate an increase in the monthly assessments, such budget shall be deemed approved by the Members. If the budget prepared by the Board of Directors anticipates expenditures, other than for future capital expenditures and deferred maintenance, exceeding 5% of the actual expenditures from the previous year for any line item, or if the budget will necessitate an increase in the monthly assessments, the Board of Directors shall appoint a Budget Committee of at least three (3) Members, none of which shall be members of the Board, to review in the budget presented by the Board of Directors. The Budget Committee may present an alternative budget to the Members, and the approval of the alternative budget by a majority of the Members voting in person or by proxy at a meeting called for this purpose shall be binding upon the Board of Directors. If the Budget Committee is unable to present an alternative budget and have the same approved by the Members within thirty (30) days of the appointment of the Budget Committee, the budget approved by the Board of Directors shall be deemed approved by the Members.

Section 3. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by check, signed by such person or persons as authorized by the Directors. All checks shall be signed by the Treasurer and the President, or in their absence, by any two (2) board members.

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

Executed at Lake Wales (city), Polk County, Florida, on this the 30th day of January, 2008.

Signed, sealed and delivered in the presence of:

CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC

Francesco A. Gioscia
Printed Name: FRANCESCO A GIOSCIA

By: [Signature]
Printed Name: ROBERT J. ROTH
Title: President

Carla R. Starks
Printed Name: Carla R. Starks

Address: 440 LAKE SUZANNE DR LAKE WALES FL 33859

(CORPORATE SEAL)

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ATTEST:
 By: Hedda F. Locke
 Printed Name: HEDDA F. LOCKE
 Title: Secretary
 Address: 228 LAKE SUZANNE DRIVE
LAKE WALES, FL 33859

Carla R. Stork
 Printed Name: Carla R. Stork

STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 30th day of JANUARY, 2008, by ROGER ROZMI and HEDDA LOCKE, as President and Secretary, respectively, of CARLSBERG ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [X] are personally known to me or [] have produced _____ as identification.

(NOTARY SEAL)



Joyce M. Carter
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: JOYCE M. CARTER
Commission No.: 364755
Commission Expires: FEBRUARY 21, 2009

Ces001 cer14

Additions to text indicated by **bold underline**; deletion by ~~strikeout~~.

INSTR # 2001038473

OR BK 04644 PG 1098

RECORDED 03/08/2001 08:37 AM
RICHARD M. WEISS CLERK OF COURT
POLK COUNTY
DEPUTY CLERK S Wiggins

RE

This instrument prepared by and return to:
Kimberly Noworyta Sunner, Esq.
Gray, Harris & Robinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801
(407) 843-8880

AFFIDAVIT

STATE OF CALIFORNIA

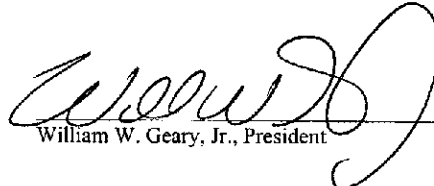
COUNTY OF LOS ANGELES

BEFORE ME, a notary public duly authorized in the State and County aforesaid to administer oaths and take acknowledgments, this day personally appeared the undersigned who, by me being first duly sworn, stated that:

1. I am the President of CARLSBERG PROPERTIES, INC., general partner of LAKE WALES, LTD., a California limited partnership, the Developer pursuant to that certain Declaration of Covenants, Conditions and Restrictions of Chalet Estate on Lake Suzanne recorded in Official Records Book 4384, Page 2140, Public Records of Polk County, Florida, and sole member of CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Florida not for profit corporation. I have personal knowledge of the matters stated in this Affidavit, all of which are true and correct to the best of my information and belief.

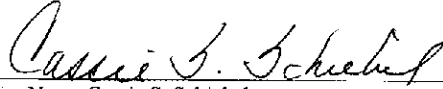
2. The Articles of Incorporation of the Association have been amended, and attached hereto as **Exhibit "A"** is a true and correct copy of the Articles of Amendment to the Articles of Incorporation of the Association.

3. I am familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. I certify that I have read the full facts of this Affidavit and understand its context.



William W. Geary, Jr., President

The foregoing instrument was acknowledged before me this 1st day of March, 2001, by William W. Geary, Jr., who is personally known to me .



Print Name: Cassie S. Schiebel
Notary Public
Commission No. 1173956
My commission expires: 3/16/2002





Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 2, 2001, to Articles of Incorporation for CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N00000000067.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Second day of March, 2001



CR2EO22 (1-99)

EXHIBIT "A"
Page 1 of 3

Katherine Harris

Katherine Harris
Secretary of State

FILED

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC.

The undersigned, Larry J. Whittle, Vice President of CHALET ESTATES ON LAKE SUZANNE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation (the "Corporation"), for and on behalf of the Corporation, hereby executes these Articles of Amendment to the Articles of Incorporation of the Corporation:

ARTICLE FIRST: Article IV of the existing Articles of Incorporation is hereby amended by adding the following:

- (h) 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.
- (i) Establish rules and regulations.
- (j) Contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company.

ARTICLE SECOND: ARTICLE VIII of the existing Articles of Incorporation is hereby amended by deleting the existing Article VIII in its entirety and restating it as follows:

ARTICLE VIII - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds of each class of Members. Upon dissolution of the Association, the assets and property of the Association, including the surface water management system, and 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. In the event that such conveyance or dedication is refused acceptance, such assets, including the surface water management system facilities shall be conveyed to a non-profit corporation or other organization similar to the Association to be devoted to such similar purposes.

ARTICLE THIRD: It is hereby ratified, confirmed and approved that the following persons served as officers of the Corporation from incorporation

EXHIBIT "A"

through the present, and that they shall continue to serve the Corporation in such capacities until their successors are duly elected and qualified:

William W. Geary, Jr., President

Larry J. Whittle, Vice President

Gerald L. Cockrell, Secretary/Treasurer

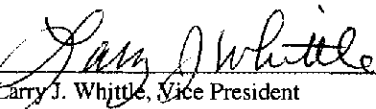
ARTICLE FOURTH: These Articles of Amendment to the Articles of Incorporation shall become effective upon filing with the Florida Department of State.

ARTICLE FIFTH: The foregoing amendments to the Articles of Incorporation were duly adopted and approved by both the Board of Directors and the Members of the Corporation by unanimous written consents to action in lieu of special meetings, each consent dated as of March 1, 2001, and the necessary number of shares as required by statute were voted in favor of the amendment.

These Articles of Amendment to the Articles of Incorporation were duly adopted in accordance with Sections 617.1002 and 617.1006 of the Florida Not For Profit Business Corporation Act.

IN WITNESS WHEREOF, the undersigned has caused these Articles of Amendment to the Articles of Incorporation to be duly executed by its Vice President this 1st day of March, 2001.

CHALET ESTATES ON LAKE SUZANNE
HOMEOWNERS ASSOCIATION, INC., a
Florida corporation

By: 
Larry J. Whittle, Vice President

(CORPORATE SEAL)

EXHIBIT "A"
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