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Prepared by and Return to:
Richard A. Miller, Esquire
Miller, Crosby & Miller, P.A.
P.O. Box 8169
Lakeland, FL 33802-8169

Recording Data Above

DECLARATION OF COVENANTS,
RESTRICTIONS, LIMITATIONS
AND CONDITIONS

THIS DECLARATION is made this 17th day of September, 2002, by FALRY DEVELOPMENT, L.L.C., Florida a limited liability company (the "Developer").

WITNESSETH:

As used herein and as used in the Articles of Incorporation and bylaws of the Association, the following terms shall have the following meanings:

"Articles of Incorporation" shall mean the Articles of Incorporation of the Association in the form attached hereto as Exhibit A, and all amendments thereto.

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

"Bylaws" shall mean the Bylaws of the Association in the form attached hereto as Exhibit B, and all amendments thereto.

"Declaration" shall mean this Declaration of Covenants, Restrictions, Limitations and Conditions.

"Developer" shall mean FALRY DEVELOPMENT, L.L.C., a Florida limited liability company.

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

"Gate" shall mean the gate which is installed at the entrance to the Subdivision, including all equipment which operates the gate and opens and closes the gate.

"Lot" or "Lots" shall mean and include all parcels of land into which the Subdivision has been subdivided by the Developer as depicted on the plat of the Subdivision.

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

"North Wall and Utility Easement" shall mean the 10-foot wall and utility easement shown on the Plat of the Subdivision running parallel to the northerly boundary line of the Subdivision and abutting Gib-Galloway Road.

"Northerly Wall" shall mean the wall construction and located with in the North Wall and Utility Easement.

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

"Property" or Subdivision" shall mean the Subdivision known as Grandview Landings according to the plat thereof recorded in Plat Book 119, pages 40 & 41, public records of Polk County, Florida.

WHEREAS, the Developer is the owner of the Property; and

WHEREAS, the Developer desires to impose certain restrictive covenants and conditions on the Property for the benefit of the limitation upon all subsequent grantees;

NOW, THEREFORE, the following restrictive covenants and conditions are hereby imposed upon each of the lots into which the Property has been subdivided, which restrictive covenants and conditions shall be deemed to be covenants running with the land.

1. RESIDENTIAL USE AND MINIMUM SIZE. No lot shall be used except for single-family residential purposes. No business activity shall be conducted or carried on any lot in connection with the residential usage of any lot. No building shall be erected, placed or permitted to remain on any lot other than one (1) detached single-family dwelling, garage and a utility building, as provided herein. Each single-family dwelling may not exceed two (2) stories in height and shall contain a minimum floor area of two thousand five hundred (2,500) square feet; provided however, lots 1 thru 21 have a minimum of 3,000 sq. ft.. At least fifty-five percent (55%) of the total living area of the residence must be on the first floor. All computations of "floor area" shall be measured by outside dimensions exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports.

2. LOT SIZE. No Lot shall be reduced in size except by the Developer.

3. GARAGES. Each single-family dwelling shall have a private garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the Developer, extending from the garage to the front Lot lines. All garages shall contain automatic electric door openers which shall be maintained in good operating condition. Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling. Unless otherwise approved by the Developer, the door opening of each garage shall not face any street.

4. DRIVEWAYS AND SIDEWALKS. At the time of the construction of the selling on each Lot, a concrete apron from the street curb to the Lot line shall be constructed; and a concrete sidewalk four feet (4') in width and four inches (4") in depth, located adjacent to the Lot line and within the street right-of-way, shall be constructed along the boundary line of the Lot bordering any public street which shall be used for public pedestrian traffic. NOTE: Lots 1 thru 21 will be required to have a concrete interlocking brick pavers pavement on entire driveway

5. LANDSCAPING AND TREES. All areas on each Lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped within a period of one (1) month after

completion of the construction of the dwelling on such Lot. All landscaped areas shall be maintained and good horticulture standards shall be observed in the maintenance of plants and other vegetation in the landscaped area. Within one (1) month after the issuance of a certificate of occupancy of a dwelling on a Lot, all front and side yard areas must be sodded with St. Augustine grass, the rear yard area must be sodded, and a sprinkler system shall be installed for entire yard which shall be properly maintained in good working order. Dwellings and pools shall be located on Lots so as to minimize the necessity for removing trees from the Lot. Except for removal of trees located where the dwelling will be constructed and except where removal of trees is approved in advance in writing by the Developer, no trees having a diameter of six inches (6") or more, measured twelve inches (12") above the ground level, shall be removed from any Lot. Trees on Lots shall be maintained in a good and healthy condition including trimming of dead wood and protection against rot and proper fertilization.

6. CONSTRUCTION. The finished exterior of each dwelling and garage constructed on each Lot must be either wood, brick, brick veneer, stucco or stone and there shall be no exposed concrete block. The elevation of the finished first floor or each dwelling shall be a minimum of one (1) foot above the elevation at the centerline of the road or street abutting the Lot on which the dwelling is being constructed. All construction on each Lot shall be new construction. No used buildings or structures shall be moved onto any Lot. Furthermore, there shall be no storage of building supplies on any Lot except in connection with the immediate construction of a single-family dwelling upon said Lot. No prefabricated or modular single-family dwelling shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer. The minimum roof pitch shall be 6/12 and the roofing shingles shall have a minimum of a 25 year architectural life. No 3 tab shingles are allowed. No mobile homes or house trailers shall be permitted on any Lot at any time. If construction of a residence on any Lot is not commenced within sixty (60) days after such Lot is purchased from the Developer, the Owner of such Lot shall be required to keep the Lot free from litter, refuse, trash and debris and to keep the Lot in a condition which does not detract from the neighborhood, including proper trimming and mowing on a regular basis. If the Owner fails to comply with the foregoing, the Developer may remove all such trash or debris from the Lot and/or mow the Lot and the Owner of the Lot shall pay to the Developer within ten (10) days after receipt of an invoice from the Developer, the reasonable cost of such removal or mowing, plus twenty percent (20%) of such cost as an agreed upon administrative charge.

7. SETBACKS. No portion of any dwelling or of any garage, or outbuilding shall be constructed or installed on any Lot within twenty feet (20') of the front Lot line, within twenty (20) of the rear Lot line, within seven and one-half feet (7-1/2') of any side Lot line or within twenty feet (20') of any side Lot line abutting a street. Notwithstanding the foregoing, the Developer reserves the right to amend the setback provisions for any Lot that may require special consideration due to its irregular shape or location, provided all zoning laws are complied with. All dwellings will face the road that has the minimum amount of frontage.

8. UTILITY BUILDINGS AND DETACHED GARAGES. No utility buildings, sheds or outbuildings shall be erected, placed or permitted to remain on any Lot without the prior written consent of the Developer. No out buildings or detached garages will be allowed on lots 1, 21, 22, 40, 41, 44, and 45 because of their proximity to the front entrance

9. DEVELOPMENT CONTROL. At least thirty (30) days prior to the date of commencement of construction of any dwelling on any Lot, or the construction of any improvements to an existing dwelling on any Lot, the Owner of such Lot shall furnish to the Developer the following:

- (a) The name and address of the contractor.

(b) The name and address of the lender financing the construction of the dwelling, if any.

(c) The final plans and specifications which shall include at least a site plan showing the location of the dwelling on the Lot, all elevation views, floor plans, electrical and plumbing schematics, a schedule of materials and a landscape plan. The landscape plan shall include the location and description of all trees, bushes and other shrubbery which shall be planted concurrently with the completion of the construction of the dwelling.

The Developer shall review the foregoing to determine whether they comply with the provisions of this Declaration and to applicable zoning ordinances; to determine whether or not the proposed dwelling to be constructed upon the Lot will blend architecturally with the other dwellings constructed or to be constructed on other Lots in the property, will detract from the neighborhood or will materially affect the property value of other Lots in the Property; to determine the nature and quality of proposed workmanship and materials; and to determine the location of the dwelling with respect to the topography and finished grade of the dwelling. The Developer shall either approve or disapprove the proposed plans and specifications and if they are approved shall furnish to the Owner a notarized statement that the plans and specifications have been approved. If the plans and specifications are not approved, notice of the disapproval and the reason for disapproval shall be given to the Owner of the Lot within twenty (20) days after receipt of the plans and specifications. After the plans and specifications have been approved, construction shall commence as soon as practicable and construction shall be completed in accordance with the plans and specifications and there shall be no material changes in the plans and specifications without the prior written consent of the Developer. This paragraph imposes no responsibility or liability upon the Developer to review the plans and specifications, and each Owner is responsible one for the quality and safety of construction of the dwelling on each such Owner's Lot.

10. HOMEOWNERS ASSOCIATION. The Developer has formed the Association. The Owners of all Lots in the Property shall be members of the Association and the Developer reserves the right to add other lands in the vicinity of the Property to the area in which the Owners of Lots are member of the Association. Such additional property shall be added by reference to the Association in the restrictions recorded for each new subdivision. The Developer hereby creates, grants, bargains and conveys to the Association an easement over, across, under and through North and the South Wall Easement for the construction, maintenance and repair of the Southerly Wall. The Association has the right, responsibility and obligation to:

(a) Maintain the Northerly Wall that borders Gib-Galloway in good condition and repair and replace when and if necessary, except when such repair or replacement is necessary as a result of the negligent or intentional act or omission of an Owner.

(b) Maintain the Gate in good operating condition and repair and replace when and if necessary, except when such repair or replacement is necessary as a result of the negligent or intentional act or omission of an Owner.

(c) Maintain the Private Drives in a good and safe condition and repair and resurface when and if necessary.

(d) Maintain all landscaping, irrigation and entrance signs at the entrance to the Subdivision and all other improvements, etc. constructed by the Developer at the entrance to the Subdivision or within the right of way for the Private Drives which are not the responsibility of the Lot Owners to maintain,

repair and replace or which have not been turned over to a governmental entity or utility supplier to maintain, repair and replace.

(e) Maintain, replace, fertilize, irrigate and keep in a health condition such landscape plants as originally planted by the Developer and which are planted hereafter by the Association lying northerly of the Gib-Galloway Wall.

(f) Enforce the provisions of this Declaration and to develop and implement a security system.

(g) Pay the costs of street lighting within the Subdivision.

(h) Maintain the drainage swales or underground pipeline and other drainage facilities located within the Drainage Easement, excluding any obligation to maintain and plantings or grassed areas, which shall be the Lot Owner's responsibility to maintain.

(i) Provide public liability insurance in such amounts and with such coverage as the Directors shall determine from time to time appropriate.

(j) Perform such other maintenance, repair and replacement as the Directors shall determine to be in the best interest and for the purpose of promoting the health, safety, general welfare and benefit of the Members and the Subdivision.

As used herein the term "maintain" and "repair" shall mean the exercise of the normal care reasonably necessary to keep the item requiring maintenance or repair in good operating condition or in the functional condition intended at the time of its original installation and in conformance with all applicable laws, required permits and governmental approvals, and aesthetically pleasing as to landscaping and planted areas. By acceptance of a Deed conveying a Lot in the Property, each Lot Owner agrees to be bound by all of the term, conditions, and provisions of the Articles of the Incorporation and Bylaws of the Association. Membership in the Association shall be appurtenant to the ownership of Lots in the Property and may not be transferred separate from the ownership of a lot.

11. MAINTENANCE BY OWNER. Each Owner shall be obligated to maintain and repair the residence on such Owner's Lot, all buildings, fixtures and appurtenances, and all landscaping located on such Owner's Lot in a good, attractive condition so that they do not detract from the Subdivision. In the event that any Owner fails to perform such Owner's duties and obligations under this Section 11, the Association may perform such duties and obligations after providing such Owner a 30-day notice of the intention to perform such duties and obligations. In the event the Association performs such duties and obligations of an Owner, the defaulting Owner shall be obligated to reimburse the Association for all costs and expenses incurred by the Association, plus an administrative fee in the amount not exceeding twenty percent (20%) of the cost of performing such duties and obligations. The amount due from the Owner, if not paid within a period of thirty (30) days after notice by the Association, shall be secured by a lien on the Lot owned by such Owner in favor of the Association and such amount due from the Owner shall bear interest and shall be enforced and collected in the same manner as an assessment is enforced and collected as provided for in the Bylaws.

12. TEMPORARY STRUCTURES. No structure of a temporary character, tents, shacks or any outbuildings, shall be used on any Lot at any time as a residence, either temporarily or permanently.

13. SIGNS. No sign of any kind shall be displayed to the public view on any Lot except for one (1) sign of not more than one (1) square foot identifying the Owner thereof and one (1) sign of not more than five (5) square feet advertising the property for sale or rent, except for signs used by a builder to advertise the property during the construction and sales period and except for such signs as may be installed by the Developer for the purpose of advertising the Lots for sales.

14. AERIALS and TELEVISION ANTENNAS. No aerials of any kind or television antennas shall be permitted on the Property. However, the Developer may approve one small personal satellite dish not exceeding 24 inches in diameter mounted on the rear side of the roof of the dwelling constructed and maintained in good condition and in a location so as not to be visible from the street abutting the dwelling.

15. BOATS AND VEHICLES. No boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor home, trucks (such term shall not include pickup trucks, sport utility vehicles, passenger vans, and minivans), and commercial vehicles shall be permitted to remain in the subdivision overnight; except that boats or boat trailers, travel trailers, motor homes, camper vehicles, and commercial vehicles are permitted when (a) parked in an enclosed garage; or (b) parked on the driveway to a Lot on a temporary basis, not exceeding seven (7) days; or (c) parked on a Lot in a location 50 feet behind the front property line, and when such boat or vehicle is not visible from the street and does not detract from the neighborhood. Except for inoperative vehicles which are parked in an enclosed garage, all vehicles shall have a current license tag registration and shall be in an operating condition. No vehicles shall be parked on any street or front lawn of the subdivision overnight or on a regular or continuing basis. Notwithstanding the foregoing, a member of a family residing in the home may park a passenger car or pickup truck in the driveway of the residence as long as such vehicle is operable and has a current tag registration.

16. ANIMALS. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept, provided no residence shall have more than three (3) dogs and provided further that they are not maintained or bred for any commercial purpose, and that proper restraint and control are used in the keeping of them.

17. NUISANCES. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done on any Lot or in the subdivision that may be or may become an annoyance or nuisance to the neighborhood.

18. FENCES. No continuous hedge or planting shall be permitted between the front setback line and the front Lot line, except shrubbery next to the dwelling which does not detract from the neighborhood. No continuous fence, wall or like structure shall be permitted between the rear of the dwelling and the front Lot line. No continuous fence, wall, hedge, planting or like structure over six feet (6') in height shall be permitted on any Lot. Each fence which is installed or placed on any Lot in the subdivision must be of new material and constructed of either wood, plastic PVC or vinyl clad chain link material or finished masonry. Each such fence shall be constructed in a manner that does not detract from the neighborhood and shall be maintained in good condition. For wood fences, all supporting framework shall face the interior of the Lot.

19. POOLS. No above ground pools may be installed on any Lot. All pools must be enclosed by fences or wall enclosures on all sides.

20. CLOTHESLINES. Clotheslines and the drying of clothes or other items on lines on the Property are prohibited, to the extent permitted by law.

21. RUBBISH. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The Owner of each Lot shall place all garbage and trash in proper containers which shall be covered at all times and emptied regularly by a commercial garbage service. Garbage cans and containers shall be kept in a clean and sanitary condition and shall be maintained at the rear of the residence and shall not be visible from the street. Except during the construction of a residence on a Lot, all building materials shall be stored in a utility building or in such manner as not to be visible from the street and not to detract from the neighborhood.

22. EASEMENTS. Easements for roadways, utilities and drainage facilities are reserved as shown on the recorded plat of the Subdivision. Within these easements, no structure, permanent improvements, or landscaping plants, other than grass, shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of roadways, utilities and drainage facilities.

23. UTILITIES. All utility lines, including electrical and telephone lines, shall be installed underground. This shall apply to all connections to both underground and overhead terminals.

24. VEGETATION IN RIGHTS-OF-WAY. Each Owner of a Lot agrees to maintain and trim the vegetation in the road right-of-way for the Private Drives adjacent to such Owner's Lot and agrees to maintain and trim the vegetation located within all drainage swales and all easements located on such Owner's Lot. Each purchaser of a Lot acknowledges and understands that lands in the vicinity of a road right-of-way drainage swale or drainage easement swale may be subject to temporary standing water when conditions decrease the rate of percolation and drainage runoff from such road right-of-way or drainage easement.

25. FIRE OR CASUALTY. No building within the Subdivision which has been partially or totally destroyed by fire or other casualty shall be allowed to remain in such partially or totally destroyed state for a period in excess of six (6) months from the time of such fire or other casualty. If not reconstructed or repaired within such six-month period, the Owner shall promptly raze and remove such dwelling from the Lot. Any repair or reconstruction after casualty shall be in accordance with the original plans and specifications previously approved by the Developer. Any construction or repair which is not in accordance with such original plan shall be resubmitted to the Developer for review and approval. Any such repair and reconstruction shall be pursued diligently and continuously until completed.

26. DURATION. The provisions of this Declaration are imposed upon the Property for a term of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

27. ENFORCEMENT. The Developer, the Association or any Owner of any Lot shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Developer assumes no responsibility of liability for his failure to enforce the said restrictive covenants and conditions. In the event that the Owner of any Lot fails to perform such other duty or responsibility of the Owner, after providing the Owner at least thirty (30) days prior written notice. In the event of such entry and the performance of such work, the Owner of such Lot shall be obligated to reimburse the Association for the Association's cost incurred, together with an administrative charge of twenty percent (30%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Association shall have the right to file a lien

against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for assessment. In connection with the entry upon any Lot in the Subdivision for purpose of carrying out the foregoing right, the Association may delegate the right of entry and the right to perform such work to such contractor and agents as the Association shall deem appropriate and necessary.

28. ASSIGNMENT OF RIGHTS. The Developer has reserved certain rights in this Declaration concerning the development of the Property, obtaining exceptions to certain provisions of this Declaration, reviewing plans and specifications, and granting approvals to Owners of Lots. The Developer may assign and transfer such rights, provided such transfer is made in connection with the sale by the Developer of all of the Developer's then interest in the Property, or is made to the Association.

29. AMENDMENT. Except with respect to matters reserved by the Developer herein, this Declaration may only be amended by the affirmative vote of not less than 2/3 of each class of membership, if there are two classes of membership at the time of the amendment; and if there is only one class of membership at the time of the amendment, then upon the affirmative vote of not less than 2/3 of the membership. So long as there is a Class B membership, prior approval of the Federal Housing Administration or the Veterans' Administration shall be required with respect to any Administration or the Veterans' Administration shall be required with respect to any Amendment of this Declaration. An amendment to this Declaration shall be evidenced by an instrument signed by the President of the Association, setting forth the text of the amendment which shall depict the works deleted by lining through such words and the words added by underlining such new words. Such instrument shall also certify that the amendment has been approved by the affirmative vote of not less than 2/3 of each class of the membership, if there are two classes of membership at the time of the amendment, or if there is only one class of membership at the time of the amendment, that the amendment has been approved by the affirmative vote of not less than 2/3 of the membership, and shall be recorded among the public records of Polk County, Florida. Without the prior written consent of not less than 2/3 of the holders of the mortgages encumbering the Lots in the Subdivision, the provision in the Bylaws granting rights to Mortgages shall not be amended, deleted or diminished in any way.

30. SPECIAL EXCEPTIONS AND VARIANCES. The Developer reserves the right to grant exceptions and variances from the strict application of the provisions of this Declaration and from the strict enforcement of all of the terms, conditions and provisions of this Declaration. Also, the Developer reserves the right to grant consents to encroachments of improvements into easements and waivers of the strict application of the provisions of this Declaration. The granting of the exceptions, variance, consents and waivers shall be within the sole and absolute authority, discretion and opinion of the Developer and the Developer may, in the Developer's sole and exclusive discretion, unreasonably withhold any such exception, variance, consent or waiver. Furthermore, the granting of any such exception, variance, consent or waiver shall not be construed or interpreted to grant, and shall not grant, any right to any other persons upon a subsequent application the right to receive the approval of an application for an exception, variance, consent or waiver.

30. DRAINAGE FACILITIES. Without the prior written approval of the Southwest Florida Water Management District ("SFWMD"), there shall be no amendment to this Declaration which would affect the surface water management system, including the Retention Areas and the Drainage Facilities and the Association's responsibility for maintenance of the foregoing. Also, without the consent of SFWMD, there shall be no construction activities conducted relative to any portion of the surface water management system and the Drainage Facilities. Prohibited activities included, but are not limited to: digging or excavation, depositing fill, debris or other materials or items; construction or altering any water control

structure; or any other construction to modify the surface water management system or the Drainage Facilities. Each Lot Owner acknowledges, understands and agrees that SFWMD has the authority and right to take enforcement measures, including, a civil action for injunction and/or penalties, against the Association to compel the Association to correct any uncorrected problems with the surface water management system and the Drainage Facilities. If the Association ever ceases to exist, and if the Lot Owners fail to form a new entity for the purpose of assuming the obligations of the Association under this agreement to manage and operate the surface water management system and Drainage Facilities, all of the Lot Owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system and Drainage Facilities, in accordance with the requirements of the Environmental Resource Permit issued with respect to the surface water management system and the Drainage Facilities.

31. ATTORNEYS FEES AND COSTS. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys fees, at the trial and appellate levels.

32. SEVERABILITY. The invalidation by any Court of any provision of this Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.

33. BENEFIT. The foregoing restrictive covenants and conditions shall constitute covenants running with the land and the provisions of this Declaration shall be binding upon and shall be for the benefit of all of the present and future Owners of any of the Lots, their heirs, devisees, personal representatives, grantees, successors and assigns.

SIGNED the day and year first above written.

Signed in the presence of the following two witnesses:

[Signature]
Print name Richard A. Miller

[Signature]
Print name Linda D. Aycock

FALRY DEVELOPMENT, L.L.C.

By: [Signature]
Duane McQuillen, manager

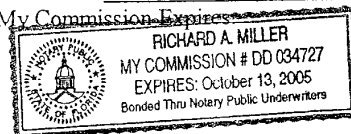
Address:
214 Hillcrest Street, Suite 2
Lakeland, FL 33815

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17th day of September, 2002 by Duane McQuillen, President of FALRY DEVELOPMENT, L.L.C., a limited liability company, on behalf of the company, who is personally known to me.

[Signature]
NOTARY PUBLIC, State at Large
Print name _____
My Commission Expires _____

(AFFIX NOTARY SEAL)



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DIVISION OF CORPORATIONS
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ARTICLES OF INCORPORATION
OF
GRANDVIEW LANDINGS HOMEOWNERS ASSOCIATION, INC.

The undersigned subscriber to these Articles of Incorporation, for the purpose of forming a corporation not-for-profit, pursuant to Chapter 617 of the Florida Statutes does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I. NAME

The name of the corporation is Grandview Landings Homeowners Association, Inc., hereinafter called the "Association."

ARTICLE II. PRINCIPAL OFFICE

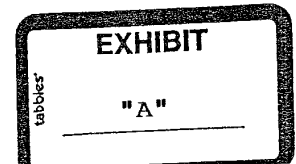
The principal office of the Association is located at 214 Hillcrest Street, Suite 2, Lakeland, Florida 33815. The Board of Directors of the Association may change the location of the principal office of said Association from time to time.

ARTICLE III. REGISTERED AGENT

DUANE McQUILLEN, whose address is 214 Hillcrest Street, Suite 2, Lakeland, Florida 33815, is hereby appointed the initial registered agent of this Association.

ARTICLE IV. PURPOSE AND POWERS OF ASSOCIATION

Falry Development, L.L.C., a Florida limited liability company ("Developer"), has developed a residential subdivision in Polk County, Florida known as Grandview Landings, the plat of which has been recorded in Plat Book 119, Pages 40 and 41, in the public records of Polk County, Florida, which will be referred to hereinafter collectively as the "Subdivision". The Subdivision will be subject to the terms of that certain Declaration of Covenants, Restrictions, Limitations and Conditions to be recorded in the public records of Polk County, Florida, which will refer to the Association and which will be referred to herein collectively as the "Declaration". This Association does not contemplate pecuniary gain or profit to its members and is formed as the Association described and referred to in the Declaration and shall have the power and responsibility to perform the maintenance and other obligations and responsibilities specified in the Declaration, shall have the power and authority to enforce the terms, restrictions and other provisions of the Declaration. The Association shall also have such other authority as may be necessary for the



purpose of promoting the health, safety, and general welfare of the residents, and of the owners of lots in the Subdivision who are members of the Association.

In furtherance of such purposes, the Association shall have the power to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided, the terms of which Declaration are incorporated herein by reference;

(b) Fix, levy, collect, and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration and the Bylaws of the Association; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied on 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 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) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the members;

(f) Operate and maintain the surface water management system, if any, which is permitted by Southwest Florida Water Management District in the name of the Association; and

(g) Have and to exercise any and all powers, rights and privileges that a nonprofit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise, as well as all other express and implied powers of corporations not-for-profit.

(h) To enforce the Declaration of Grandview Landings Subdivision either on its own account or in conjunction with other lot owners.

(i) To modify the Declaration on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to lot line setback requirements and the placement of garages with a sideyard setback.

(j) To maintain and improve traffic control signs, subdivision and roadway name designation signs within Grandview Landings.

(k) It shall have the right, but not the duty, to maintain improved or unimproved lots within Grandview Landings wherein lot owners have failed to maintain same in keeping the lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs against the lot owner. It shall have an easement and license of entry over any lot within Grandview Landings for the purpose of maintenance.

The Association shall be conducted as a nonprofit organization for the benefit of its members. The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration and in accordance with the Bylaws and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE V. MEMBERS

Every person or entity who is a record owner of a fee or undivided fee interest in any lot (as defined in the Declaration and referred to herein as "Lot") in the Subdivision shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Each Lot shall be entitled to one (1) vote exercised by the owner or owners at any meeting of members of the Association in accordance with the Bylaws.

ARTICLE VI. DURATION

The period of duration of the Association shall be perpetual, unless sooner dissolved pursuant to provisions of Florida Statutes 617, as amended.

ARTICLE VII. INCORPORATOR

The name and residence address of the incorporator is:

<u>NAME</u>	<u>ADDRESS</u>
Duane McQuillen	214 Hillcrest Street, Suite 2 Lakeland, FL 33815

ARTICLE VIII. OFFICERS AND DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who, except for those Directors selected by the Developer, shall be members of the Association. The Board of Directors shall be elected at the annual meeting of the Association. Vacancies on the Board of Directors may be filled until the next annual meeting in such a manner as provided by the Bylaws. The officers shall be: a President, Vice President, Secretary, and Treasurer. They shall be elected by the Board of Directors. The officers and members of the Board of Directors shall perform such duties, hold office for such term, and take office at such time as shall be provided by the Bylaws of the Association.

ARTICLE IX. INITIAL DIRECTORS

The number of persons constituting the first Board of Directors of the Association shall be three (3). The first Board of Directors who shall serve until the first election at the regular annual meeting are:

<u>NAME</u>	<u>ADDRESS</u>
Duane McQuillen	214 Hillcrest Street, Suite 2 Lakeland, FL 33815

Norma McQuillen

1210 Lake Deeson Pointe
Lakeland, FL 33805

Yvonne B. Merritt

5454 Moon Valley Drive
Lakeland, FL 33813

ARTICLE X. BYLAWS

The Bylaws of the Association may be made, altered, or rescinded as provided for in the Bylaws of the Association. However, the initial Bylaws of the Association shall be made and adopted by the initial Board of Directors of the Association.

ARTICLE XI. AMENDMENT OF ARTICLES OF INCORPORATION

Amendments to these Articles of Incorporation may be proposed by any member of the Association. These Articles may be amended at any annual meeting of the Association, or at any special meeting duly called and held for such purpose, on the affirmative vote of two-thirds (2/3rds) of the membership existing at the time of, and present at such meeting. A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes and a copy certified by the Secretary of State shall be recorded in the public records of Polk County, Florida. Without the prior written approval of Southwest Florida Water Management District, there shall be no amendment to these Articles of Incorporation which would affect the surface water management system, the retention areas and drainage facilities described in the Declaration or which would affect the obligation of this Association to maintain the foregoing.

ARTICLE XII. DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by no less than two-thirds (2/3) of the members. Upon dissolution of the Association, other than incident to 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 XIII. FHA/VA APPROVAL

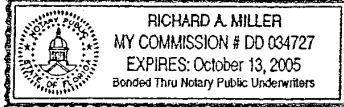
So long as there is a Class B membership, the following actions will require the prior written approval of the Federal Housing Administration or the Veterans' Administration: Annexation of additional properties, merger and consolidations, mortgaging of the assets of the Association, dedication of any of the assets of the Association for public purposes, dissolution and amendment to these Articles of Incorporation.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned subscriber has executed these Articles of Incorporation this 15th day of September, 2002.

Duane McQuillen
Duane McQuillen

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 17th day of Sept, 2002, by Duane McQuillen, who is personally known to me and who did not take an oath.

Richard A. Miller
NOTARY PUBLIC, STATE AT LARGE


ACCEPTANCE OF REGISTERED AGENT

The undersigned hereby accepts the appointment as registered agent of GRANDVIEW LANDINGS HOMEOWNERS ASSOCIATION, INC., as set forth in the foregoing Articles of Incorporation.

DATED this 17th of September, 2002.

Duane McQuillen
Duane McQuillen
Registered Agent

FILED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
02 SEP 18 PM 12:26

BYLAWS
OF
GRANDVIEW LANDINGS HOMEOWNERS ASSOCIATION, INC.
A NONPROFIT CORPORATION

ARTICLE I. NAME AND LOCATION

The name of the corporation is Grandview Landings Homeowners Association, Inc. The initial principal office of the corporation shall be located at 214 Hillcrest Street, Suite 2, Lakeland, Florida 33815, but meetings of Members and Directors may be held at such places within the State of Florida as may be designated by the Board of Directors. The address of the principal office may be changed from time to time by the Board of Directors.

ARTICLE II. DEFINITIONS

2.1. "Declaration" shall mean and refer to Declaration of Covenants, Restrictions, Limitations and Conditions for Grandview Landings to which these Bylaws are attached recorded in the Public Records of Polk County, Florida and the terms of which are incorporated hereby by reference.

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

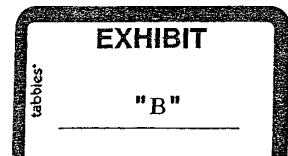
2.3. "Mortgagee" shall mean the holder of a Mortgage.

2.4. All of the terms which are defined in the Declaration shall have the same meaning in these Bylaws as such terms have in the Declaration.

ARTICLE III. MEMBERS

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

3.2. Voting Rights. If a corporation is the Owner of a Lot or if a Lot is owned by more than one (1) person, the Association may require prior to any vote by the Members, a voting certificate by which the registered Owner or Owners of the Lot designates an officer, if a corporation, or designates one (1) of the Owners of the Lot, if



there is more than one (1) Owner, to designate the person entitled to vote at any meeting of the Members of the Association. The Association shall have two 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 owned.

Class B

The Class B Member(s) shall be the Developer and shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership and the Members, other than the Developer, shall be entitled to elect at least a majority of the Directors of the Association upon the earlier of the occurrence of the following events:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership (i.e., when seventy-five percent (75%) of the Lots in the Subdivision have been conveyed to Members other than the Developer); or
- (b) On the date specified by the Developer in a written notice to be given to all of the Class A Members.

For purposes of this section of these Bylaws, the term "Members other than the Developer" shall not include builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale. So long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in the Subdivision that are within the jurisdiction of the Association, the Developer shall be entitled to elect at least one of the Directors.

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

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

ARTICLE IV. MEETINGS OF MEMBERS

4.1. Annual Meetings. The first annual meeting of Members shall be held within one (1) year from the date of incorporation of the Association, which date shall be established by appropriate resolution of the Directors. At the first annual meeting of Members, a date and time shall be established for all subsequent annual meetings. If the date for any annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the next following day which is not a legal holiday.

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

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

4.4. Notice of Meetings. Written notice of each meeting of Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of receiving notice. Such Notice shall specify the day, hour and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

4.5. Quorum. The presence at the meeting in person or by proxy of Members entitled to cast ten percent (10%) of the votes of the membership shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration, the Articles of Incorporation, these Bylaws or by law. After a quorum has been established at a Member's meeting, the subsequent withdrawal of Members so as to reduce the number of Members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof. If a quorum is not present at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

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

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

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

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

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

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

ARTICLE V. BOARD OF DIRECTORS

5.1. Number. The affairs of the Association shall be managed by a board of three (3) Directors who shall be Members of the Association, except for those Directors who are elected by the Developer.

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

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

5.4. Election of Directors. After the Class B membership has ceased, the election of the Directors shall be in the following manner:

(a) No later than four (4) months prior to the annual meeting of the Members, the President shall appoint a nominating committee consisting of a chair person and four (4) other persons who shall be Members in good standing of the Association. A report of this committee shall be presented to the Board of Directors at least twenty-one (21) days before the annual meeting of the Members.

(b) At the annual meeting of the Members, the nominating committee will present their list of qualified nominees to the membership. To qualify to serve as a Director, the person nominated must have been a Member in good standing for a period of at least six (6) months prior to the time of the annual meeting, except those designated by the Developer. Any number of persons may be presented as nominees and nominations may be made from the floor if properly qualified.

(c) Each nominee must either accept or decline the nomination. If unable to be present at the meeting a letter from the nominee accepting the nomination must be submitted to the Secretary before the meeting. At the annual meeting, the President shall appoint one (1) of the Members to be a chairperson for the election committee who will select other Members to assist with the election process and the counting of ballots.

(d) The election shall be by a majority vote and shall be by secret ballot. Election will be by a plurality of votes cast, each person voting being entitled to cast his vote for as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

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

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

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

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

5.9. Notice and Waiver. All meetings of the Directors must be open to all Members except for meetings between the Directors and its attorneys with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notices of all meetings of the Directors must be posted in a conspicuous place in the Subdivision at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Subdivision, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Assessments may not be levied by the Directors unless the notice of the meeting includes a statement that assessments will be considered at such meeting, specifying the nature of the proposed assessments. Notice to the Directors of any special meeting of the Directors shall be given at least three (3) days prior thereto by written notice delivered personally, by mail or by telegram to each Director at his address. If mailed, such notice shall be deemed to be delivered three (3) days after being deposited in the United States Mail with postage prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting, either before, at, or after such meeting by signing a waiver of notice. The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of such meeting or the manner in which it has been called or convened, except when a Director states at the beginning of the meeting any objection to the transaction of business because the meeting is not lawfully called or convened.

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

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

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

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

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

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

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

(a) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;

(b) Exercise on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration, Articles of Incorporation or by other provisions of these Bylaws.

(c) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent from three (3) consecutive regular meetings of the Board of Directors; and

(d) Employ a manager, independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at each annual meeting or at any special meeting at which such a statement is requested in writing by a majority of the membership entitled to vote thereat;

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

(c) Fix the amount of the annual assessment against each Lot at least sixty (60) days in advance of each annual assessment period;

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

ARTICLE VI. OFFICERS AND THEIR DUTIES

- 6.1. Officers. The Officers of this Association shall be a President, Vice President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors. A Chairman of the Board, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. Any two or more offices may be held by the same person. A failure to elect a President, Secretary or Treasurer shall not affect the existence of the Association.
- 6.2. Election and Term of Office. The Officers of the Association shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.
- 6.3. Removal. Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Association will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.
- 6.4. Vacancies. Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.
- 6.5. Duties. The Chairman of the Board, or the President if there is no Chairman of the Board, shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Association and shall, in general, control all of the business and affairs of the Association. The Vice President shall, in the case of the absence or disability of the President, perform all of the duties of the President. The Vice President shall perform such other duties as may be assigned by the Board of Directors or the President. The Secretary shall keep a record of the proceedings of the meetings of the Board of Directors and the meetings of the Members of the corporation. The Secretary shall also keep an accurate record of the attendance at meetings and shall have charge of the corporate seal and shall affix the corporate seal to such instruments as are authorized by the Board of Directors. The Treasurer shall have charge of the funds of the Association and shall keep a correct account of all monies received and disbursed by the corporation. The Treasurer shall present a financial report to the Board of Directors at each regular Board meeting for the period since the date of the last Board meeting. The Treasurer shall also present a report of the

Owner accepts the obligation to pay assessments and as provided in the Declaration covenants and agrees to pay such assessments by the acceptance of such Owner's deed:

8.1 Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, recreation, common benefit and enjoyment of the Owners and other Residents in the Subdivision and for the purposes specified herein and in the Declaration. Annual assessments shall include, and the Association shall expend out of the funds derived from the annual assessments, the following costs and expenses:

(a) The cost of performing the maintenance required by or permitted by the Declaration to be performed by or at the direction of the Association.

(b) The costs and expenses incurred in fulfilling the obligations and responsibilities of the Association specified in the Articles of Incorporation of the Association and the Declaration.

(c) The cost of liability insurance insuring the Association against any and all liability to the public, to any Owner, or to any invitees or tenants of the Owner arising out of any of the activities or responsibilities of the Association. The policy limit shall be set by the Directors and shall be reviewed at least annually and increased or decreased in the discretion of the Directors.

(d) The cost of workers' compensation insurance to the extent necessary to comply with Chapter 440 of the Florida Statutes and any other insurance deemed necessary by the Board of Directors of the Association.

(e) The cost of a standard fidelity bond covering all Directors and all other employees of the Association in an amount to be determined by the Directors.

(f) The cost of any other materials, supplies, furniture, labor, services (including professional services such as legal, accounting, engineering and architectural), maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of the Declaration or by law or which shall be necessary or proper in the opinion of the Directors for the operation of the Association, for the benefit of the Owners or for the enforcement of the provisions of the Declaration.

8.2 Maximum Annual Assessment. So long as the Developer is in control of the Association and entitled to elect a majority of the Directors, the Developer guarantees to the Members that the annual assessment for each Lot for each fiscal year shall not exceed one hundred fifteen percent (115%) of the annual assessment for the immediately preceding fiscal year of the Association. The Developer agrees that so long as the Developer is in control of the Association and is entitled to elect a majority of the Directors, the Developer will not be obligated to pay assessments; provided however, that the Developer obligates itself to pay any operating expenses incurred by the Association that exceed the assessments receivable from Members other than the Developer, together with other income of the Association. The Developer shall have the right to be released from the foregoing obligation to pay any shortfall or deficit occurring or arising after the Developer gives notice of its desire to turn over, and does turn over, control of the Association to the Members other than the Developer.

8.3 Procedure for Adoption of Assessment. Written notice of any meeting of the Directors called for the purpose of adopting any budget and annual assessment, together with a copy of the proposed annual budget for the Association shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. Mailing of such notice and copy of the budget shall be deemed sufficient if deposited in the United States mail and addressed to the address of each Owner of each Lot as shown on the records of the Office of the Polk County Property Appraiser. No vote of the members is required to adopt a budget or approve an annual assessment. Such budget meeting shall be held at least sixty (60) days prior to the commencement of the next fiscal year of the

receipts and disbursements for the previous year and a budget for the upcoming year at each annual meeting of the Association. Subject to the foregoing, the Officers of the Association shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

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

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

ARTICLE VII. COMMITTEES

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

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

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

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

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

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

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

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

ARTICLE VIII. ASSESSMENTS

For the operation of the Association and performance of the maintenance obligations of the Association and for the purpose of complying with the other terms, conditions and provisions imposed upon the Association by the Declaration, it is necessary to require the Owners of Lots to pay annual assessments in the manner specified below, each

8.4 Uniform Rate of Assessment. Annual assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis, as determined by the Directors.

8.5 Commencement of Annual Assessment. Except with respect to Lots owned by the Developer, the annual assessment provided for above shall commence on the date of the sale of each Lot by the Developer. Written notice of the annual assessment shall be sent to each Owner and the due date shall be established by the Directors. The Association shall, upon demand of a Lot Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8.6 Interest on Assessments. All Assessments and installments of such assessments paid on or before thirty (30) days after the date when due shall not bear any interest. However, all assessments and installments of assessments specified in this Article VIII, which are not paid on or before thirty (30) days after the date when they are due shall bear interest at ten percent (10%) per annum from and after such thirty (30) days until paid. All payments toward the assessments shall be applied first to interest and then to the assessment payment first due.

8.7 Lien for Assessments. The Association shall have a lien on a Lot for all unpaid assessments applicable and chargeable to the Owner of such Lot, together with interest thereon and cost of collection specified below. The Lien shall be superior to all other liens and encumbrances on the Lot, except for the liens for ad valorem taxes and the liens for all sums which the Owner of such Lot is obligated to pay under any Mortgage encumbering such Lot duly recorded in the public records of Polk County, Florida. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records, shall be deemed to consent to the liens and assessments of the Association and such other liens and encumbrances shall be inferior to future liens for assessments of the Association whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association may, but is not obligated to as a prerequisite to enforcing its lien rights, record in the public records of Polk County, Florida, a notice of the lien setting forth the amount of any delinquent assessment. A sale or transfer of any Lot shall not affect the assessment lien.

8.8 Enforcement of Lien and Collection. The Directors may take such action as they deem necessary to collect delinquent assessments, by legal proceedings personally against an Owner or by proceedings to enforce and foreclose the lien for the assessments and may settle and compromise such amounts that are due, if deemed by the Directors to be in the best interests of the Association. Each Owner by the acceptance of the deed to such Owner's Lot vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the assessment as a debt or to foreclose the lien in the same manner as other liens for improvement of real property are foreclosed. The lien provided for in this article shall be in favor of the Association and shall be for the benefit of all Owners. No Owner may waive or otherwise escape liability for the assessments provided for in this Article VIII by abandonment of such Owner's Lot. At any foreclosure sale held pursuant to a foreclosure of the lien, the Association shall be entitled to bid at such sale and to apply as a cash credit against the Association's bid all sums due the Association covered by the lien being foreclosed.

8.9 Rights of Mortgagee. Notwithstanding anything to the contrary contained in this Declaration, when a Mortgagee acquires title to a Lot as a result of the foreclosure of a Mortgage or when the Mortgagee accepts a deed to the Lot in lieu of foreclosure, such Mortgagee, its successors and assigns, shall not be liable for the assessments by the Association pertaining to such Lot which become due prior to acquisition of title as a result of such foreclosure or acceptance of a deed in lieu of foreclosure unless a notice of lis pendens was filed in connection with a foreclosure of a lien for assessments prior to the recording of the foreclosed Mortgage. Such unpaid assessments shall be deemed to be common expenses collectable from all of the other Owners, including such entity acquiring title as a result of such foreclosure or deed in lieu of foreclosure. The new Owner by virtue of acquiring such title shall forthwith become liable for payment of assessments.

ARTICLE IX. BOOKS, RECORDS AND REPORTS

9.1. Report to Members . The Association shall send an annual report to the Members of the Association not later than sixty (60) days after the close of each fiscal year of the Association. Such report shall include a balance sheet as of the close of the fiscal year of the Association and a revenue and disbursement statement for the year ending on such closing date. Such financial statements shall be prepared from and in accordance with the books of the Association, in conformity with generally accepted accounting principles applied on a consistent basis.

9.2. Inspection of Corporate Records. Any person who is a Member of the Association shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the Association. Upon the written request of any Member, the Association shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Association before such financial statements are available for its last fiscal year, the Association shall mail such financial statements as soon as they become available. In any event, the financial statements must be mailed within sixty (60) days after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Association in Florida, shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Member, in person or by agent.

ARTICLE X. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association and the words "corporate seal 2002."

ARTICLE XI. FISCAL YEAR

The fiscal year of the Association shall end on December 31 of each year, except that the first fiscal period shall begin on the date of incorporation and shall end on December 31 of the year of incorporation.

ARTICLE XII. AMENDMENTS

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

ARTICLE XIII. CONFLICTS

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