

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

**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF LAKE SHEEN RESERVE**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKE SHEEN RESERVE** (the "Declaration") is made this 6<sup>th</sup> day of July, 2001 by ALEXANDRA (U.S.A.), INC., a Florida corporation, whose address is 4800 Airport Road, Naples, Florida 33942 (hereinafter referred to as "Declarant" or "Developer").

**WITNESSETH:**

**WHEREAS**, ALEXANDRA (U.S.A.), INC., a Florida corporation, is the owner of land in Orange County, Florida, more particularly described in **Exhibit "A"** attached hereto; and

**WHEREAS**, the above described real property and all additions thereto are hereinafter sometimes referred to as "Lake Sheen Reserve," the "Property," or the "Subdivision," and

**WHEREAS**, Developer owns certain additional real property adjacent to the Property described above, which real property shall constitute an additional phase of the Subdivision, and the subsequent phase, together with the initial phase (the "Initial Phase"), shall be referred to collectively as the "Property"; and

**WHEREAS**, Lake Sheen Reserve is a planned residential subdivision located in Orange County, Florida containing single family lots, certain private roads, open space and stormwater retention areas, recreational areas and common properties; and

**WHEREAS**, the Developer desires that all of the Property be subject to restrictions for the mutual benefit and protection of the Developer and all persons or entities who hereafter may purchase or acquire such 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 the Property to be subject to the following restrictions, covenants, reservations and conditions, binding upon the Developer and upon each and every person or entity, who or which shall acquire hereafter such real property or any part thereof, and their respective heirs, personal representatives, successors and assigns. These covenants, conditions and restrictions shall run with the real property and shall be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. The restrictions, reservations and conditions 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) "Additions to Existing Property" shall mean any real property other than the Existing Property which becomes subject to this Declaration or any Supplemental Declaration recorded pursuant to the provisions hereof.

(b) "Architectural Review Committee" or "ARC" shall mean and refer to the Architectural Review Committee so established by the Association (hereinafter defined) under Article X hereof.

(c) "Association" shall mean and refer to Lake Sheen Reserve Homeowners Association, Inc., 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"**.

(d) "Board" shall mean and refer to the Board of Directors of Lake Sheen Reserve Homeowners Association, Inc.

(e) "Builders" shall mean and refer to Beazer Homes Corp., a Tennessee corporation, its successors or assigns, and/or Centex Homes, a Nevada partnership, its successors or assigns. If this Declaration does not specifically refer to Builder in any provision, then Builder's rights and obligations under this Declaration shall be the same as the rights and obligations of an Owner or Lot Owner.

) (f) "Common Property" or "Common Area" or "Common Areas" shall mean and refer to those tracts of land, together with any improvements thereon, which are owned by the Association for the common use and enjoyment of the Owners. The Common Property to be conveyed to the Association shall include the common areas shown as designated on the Plat of Lake Sheen Reserve as Tracts B through H, inclusive, and Tracts J through N, inclusive, together with the Common Streets and Roads designated as Tract A, provided same has not been dedicated to Orange County, Florida. 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; provided, however, that the Common Streets and Roads may also be subject to non-exclusive, perpetual access easements in favor of neighboring properties, as further described hereinbelow.

) (g) "Common Streets and Roads" shall mean the rights-of-way of all streets, roads, drives, courts, ways and cul de sacs within the Property as the same are described in and depicted on the Plat as Tract A, and all paving, curbs and other improvements, facilities and appurtenances located therein, including street lights and utility lines, conveyed by the Developer to the Association as Common Property, specifically not including Tracts O and P, which have been dedicated to Orange County as lift station tracts, pursuant to the Plat and also not including such utility lines as are located within the rights-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property including, without limitation, water lines of the County, electric power lines of the power company, telephone lines of the telephone company, cable television lines of the cable television company and natural gas lines, if any, of the gas company.

(h) "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.

(i) "County" shall mean Orange County, Florida.

(j) "Declarant" or "Developer" shall mean and refer to Alexandra (U.S.A.), Inc., a Florida corporation, its successors or assigns.

(k) "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for Lake Sheen Reserve recorded in the Public Records of Orange County.

) (l) "Existing Property" shall mean the real property more particularly described in **Exhibit "A"** attached hereto.

- )
- (m) "FHA" shall mean the Federal Housing Administration.
  - (n) "Golf Course" shall mean the golf courses of Grand Cypress Golf Club located south of the Property.
  - (o) "Governing Documents" shall mean the Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.
  - (p) "HUD" shall mean the United States Department of Housing and Urban Development or any successor agency.
  - (q) "Lot" shall mean and refer to the platted lots in Lake Sheen Reserve owned by Developer or its successors or assigns, together with the improvements constructed thereon, excepting Common Area.
  - (r) "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles of Incorporation of the Association.
  - (s) "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.
  - (t) "Owner" or "Lot Owner" shall mean and refer to the record owner of fee simple title to any Lot in Lake Sheen Reserve.
  - (u) "Supplemental Declaration" shall mean any supplement, amendment or modification of this Declaration.
  - (v) "Surface Water" or "Surface Water Management System" shall mean that portion of Lake Sheen Reserve 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.
- )

**ARTICLE II**

**PROPERTY SUBJECT TO DECLARATION  
AND GENERAL PROVISIONS**

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the restrictions herein is located in Orange County, Florida, and is legally described as:

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

Section 2. General Provisions. The Property is to be developed into 120 Lots. These Lots will be constructed by the Developer, its successors or assigns.

Section 3. Additions to the Existing Property.

(a) The Developer, from time to time, may, in its discretion, cause additional lands to become subject to the Declaration, which additional lands have been hereinabove defined as Additions to Existing Property; but, under no circumstances shall Developer be required to make such additions and until such time as such are made to the Existing Property in the manner hereinafter set forth, real property owned by Developer other than Existing Property shall in no way be affected by or become subject to the Declaration.

(b) The real property to be added to the Existing Property and to become subject to the Declaration shall be developed and platted in such a manner to provide for the preservation of the values and amenities of the Existing Property.

(c) The additions authorized under this and the succeeding subsections shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the Additions to Existing Property which shall extend the scheme of the covenants and restrictions of the Declaration to such property; and such Supplemental Declaration may contain such complementary additions as may be necessary to reflect the different character, if any, of the Additions to Existing Property; provided that said complementary additions are not inconsistent with the scheme of this Declaration.

(d) Additional land may be added to the Property or Existing Property by the Developer or its assigns without the consent of the Members provided that said land adjoins the Property or Existing Property. This Article II may not be amended without the consent of the Developer or its successors and assigns, so long as there exists Class C Membership.

) Section 4. Platting. As long as there is a Class C membership, Declarant shall be entitled at any time and from time to time to plat and/or replat all or any part of the Property and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property without the consent or approval of any Owner.

**ARTICLE III**

**AMENDMENTS**

) 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 Voting Members representing three-fourths (¾ths) of the total votes of the Association, including three-fourths (¾ths) 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 Orange 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. Any amendment to this Declaration which affects, alters or amends those conditions related to a gated community with private streets as such conditions are set forth in Section 34-290 of the Orange County Code, as amended, and as more particularly set forth in Article VI, Section 14, 15 and 16 of this Declaration must have the prior written approval of the Orange County Board of County Commissioners.

Section 2. Amendments by Declarant.

) (a) As long as there exists a Class C Membership in the Association, the Developer may amend this Declaration, the Articles of Incorporation or the Bylaws of the Association to correct an omission or error, or to effect any other amendment,

) except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Owners unless the affected Owners consent in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(b) The amendment of this Declaration, the Articles of Incorporation or Bylaws of the Association need be signed and acknowledged only by the Developer and need not be approved by the Association or Owners or lienors or mortgagees of Lots, whether or not elsewhere required for an amendment.

(c) Anything contained herein to the contrary notwithstanding, however, any amendment to this Declaration which would affect the Surface Water Management System, including the water management portions of the Common Areas, must have the prior approval of the South Florida Water Management District.

) (d) Any amendment to this Declaration which affects, alters or amends those conditions related to a gated community with private streets as such conditions are set forth in Section 34-290 of the Orange County Code, as amended, and as more particularly set forth in Article VI, Section 14, 15 and 16 of this Declaration must have the prior written approval of the Orange County Board of County Commissioners.

(e) 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 the Declarant. Further, the Association or the 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.

) Section 4. FHA/VA Approval. As long as there is a Class C 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 Federal Housing Administration or the Veterans Administration: 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.

#### **ARTICLE IV**

#### **PROPERTY RIGHTS**

) Section 1. Title to Property. The Common Area within the Property shall include the entry wall (if any), Common Streets and Roads, drainage system, boat ramp and easements for the conservation areas and retention ponds, as more specifically designated on the recorded plat of the Subdivision. The Common Area cannot be mortgaged, dedicated or conveyed without the consent of at least two-thirds (2/3rds) of each class of Members, provided, however, that Declarant may grant perpetual, non-exclusive access easements in favor of neighboring properties without consent of the Members. The Developer shall transfer the legal title to the Common Areas, free and clear of all encumbrances, except perpetual, non-exclusive access easements in favor of neighboring properties, 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 in Lake Sheen Reserve. No property rights shall be transferred to Orange County or other governmental entity without concurrence of 100% of the Owners.

) Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to the provisions of any Conservation Easements over the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to reasonable rules and regulations adopted from time to time by the Association and 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.

) Section 3. Utility Easements. Public utilities serving the Property and the Lots, have been, or will be, installed in the Common Area and within or upon the Property for use, benefit, and service of the Property, the Lots, and all improvements on the Property. A permanent, perpetual, mutual and non-exclusive easement shall exist over, across and into the Property, Lots, and all improvements upon the Property for installation, maintenance, and repair of all utilities for lines, wires, pipes, equipment, and



) other items necessary for supplying light, heat, air conditioning, water, sewer, power, telephone, any cable television and other means of communication to the Property, Lots, and the improvements upon the Property. Any and all us of the said utility easements shall be in accordance with the applicable provisions of this Declaration.

Section 4. Public Easements. Fire, police, utility, health and sanitation, United States Postal Service and other public service personnel and vehicles shall have a permanent and perpetual easement for pedestrian and vehicular ingress and egress over and across the Common Area and the Common Streets and Roads. Such easement for ingress and egress shall be subject to and limited by such reasonable traffic and speed regulations and security controls, including temporary stoppage and interruption at the security gate for identification purposes, as may from time to time be established and promulgated by the Association.

) Section 5. Drainage Easement. There is hereby created, declared and reserved for the benefit of the Developer, the Association and all Owners a non-exclusive easement for stormwater collection, retention, detention and drainage over, upon and within the rights-of-way of all Common Streets and Roads and all other drainage easements shown on the Plat or otherwise reserved, declared or created pursuant to this Declaration, together with an easement and license to enter upon such easements and easement areas for the purposes of constructing, installing, inspecting, operating, maintaining, repairing and replacing any and all stormwater drainage systems, improvements and facilities from time to time located therein or thereon. Additionally, the Developer, for the benefit of itself, the Association and all Owners, hereby reserves easements over any and all other portions of the Property as may be reasonably required from time to time in order to provide stormwater drainage to all or any portions of the Property; provided, however, that any such additional drainage easements shall not unreasonably interfere with the use and enjoyment by an Owner of the particular Lots or the Common Property affected thereby or any improvements from time to time placed, located, constructed, erected or installed thereon. The easements hereinabove created, declared and reserved contemplate the construction of all stormwater drainage improvements and facilities shown on the plans for the Surface Water Management System as approved by the County and the South Florida Water Management District, and any replacement or substitute permits issued by the South Florida Water Management District, and such additional or supplemental facilities as may reasonably be required to provide adequate stormwater drainage and surface water management to all portions of the Property.

) Section 6. Emergency Access and Drainage Easement. There is hereby created, declared, granted and reserved for the benefit of the County, a non-exclusive easement over and upon the Common Streets and Roads and all drainage easements comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management

) System in the event that inadequate maintenance or repair of the Surface Water Management System shall create a hazard to the public health, safety or general welfare. To the extent that the County shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System because of the inadequate maintenance and repair thereof by the Association, the County shall have a lien upon the Common Property as security for the payment by the Association of those costs and expenses reasonably incurred by the County in connection therewith. It is expressly provided, however, that the creation, declaration and reservation of such Emergency Access and Drainage Easement shall not be deemed to impose upon the County any obligation, burden, responsibility or liability to enter upon the Property, or any portion thereof, to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof.

Section 7. Construction and Sales Easements. There is hereby created, declared, granted and reserved for the benefit of the Developer, together with the right to grant, assign and transfer the same to sales agents and sales representatives as well as to builders or building contractors for the construction of residences within the Property, an easement over the Common Streets and Roads for (i) construction activities upon any Lot, (ii) sales activities and signs on the Common Property, and (iii) the maintenance of a sales or model center.

) Section 8. Lot Easements. Unless the Association elects in writing to maintain easement areas on the Property, each Owner shall be responsible for the maintenance of all easements situated on their respective Lot or Lots for landscape, utility or drainage purposes.

Section 9. Declarant's Easement Over Lots. For so long as Declarant owns any Lots, Declarant hereby reserves unto itself the right to grant an easement to itself or any other entity over each such Lot owned for purposes of ingress and egress, drainage, utility, gas, telephone, cable television, and electrical services.

) Section 10. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, an easement is hereby granted in favor of the Association, including its agents and designees, for purposes of carrying out all obligations and/or rights of the Association pursuant to this Declaration. Furthermore, a nonexclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including but not limited to all utility

) easements and drainage easements contained on the Plat, which easement is in favor of the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association.

Section 11. Access. Declarant reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across: (i) any streets, sidewalks, access ways, and parking area constructed on the Common Area from time to time, including the Common Streets and Roads; and (ii) over and across those portions of the Common Areas lying adjacent to and between the boundary line(s) of the Lot(s) and the streets, sidewalks, access ways and/or parking areas, as the case may be, which portions of the Common Areas are either designated as or necessary for ingress and egress up to the Lot(s), it being the specific intent of the Declarant to hereby grant perpetual, uninterrupted and contiguous access for ingress and egress to and from Lot(s) to and from dedicated rights of way. Such easement for ingress and egress shall be subject to and limited by such reasonable traffic and speed regulations and security controls, including temporary stoppage and interruption at the security gate for identification purposes, as may from time to time be established and promulgated by the Association. Notwithstanding the foregoing, the Association does not have the right or the authority to limit, suspend or otherwise interfere with an Owner's right of access over the Common Streets and Roads to any Owner's home for any reason whatsoever.

) Section 12. Future Easements. There is hereby reserved to the Developer and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of the Developer, for the future orderly development of the Property in accordance with the objects and purposes set forth in this Declaration and/or to accommodate access of neighboring property owners and their agents, tenants, invitees, successors and assigns to and from County Road 535. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a single-family residential home site. The easements contemplated in this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way or other purposes reasonably related to the orderly development of the Property in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted or reserved by the Developer without the necessity for the consent or joinder of the Association.

) Section 13. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

## ARTICLE V

### HOMEOWNERS ASSOCIATION FOR LAKE SHEEN RESERVE

) Section 1. Membership. Every person or entity who is a record fee simple Owner of a Lot in Lake Sheen Reserve, including the Developer at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a Member 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 which is subject to assessment.

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

) Class A. Class A Members shall be all Owners, with the exception of the Builder and 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.

Class B. The Class B Members shall be the Builders, who shall be entitled to a number of votes equal to ten (10) 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;

\*) (b) At the election of Builder (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

\*) (c) On December 31, 2008.

) Class C. The Class C Member shall be the Declarant, who shall be entitled to a number of votes equal to one plus three (3) times the total number of Class A and Class B votes at any time. The Class C membership shall cease and be converted to Class B 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 Builder;

\*) (b) At the election of Declarant (whereupon the Class B members shall be obligated to elect the Board of Directors and assume control of the Association); or

\*) (c) On December 31, 2008.

Section 2. Establishment of Homeowners' Association for Lake Sheen Reserve.

(a) Establishment of Association. There shall be established a homeowners' association (hereinafter sometimes referred to as "Association"), composed of record owners of the Lots. The Association shall be named "Lake Sheen Reserve Homeowners Association, Inc.," organized and existing under the laws of the State of Florida. 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 (2/3rds) 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 a majority 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 in Lake Sheen Reserve. 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 at least ten percent (10%) of the Lots in Lake Sheen Reserve, 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, and such minimum level of reserves shall be in an amount approved by the County prior to recordation of this Declaration. These funds shall be held in a separate account apart from all other Association funds. These funds shall be reported to the County Comptroller by submission of an annual audit or County-approved financial report. Each Owner shall be liable for the payment to the Association of its share of the common expenses as determined in said budget.

(d) 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 within Lake Sheen Reserve, 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 commencement assessments, annual assessments or charges, and special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. Notwithstanding anything herein to the contrary, as long as Class C Membership exists, as to unoccupied Lots owned by Declarant, Declarant may elect not to pay the annual assessment on each such unoccupied Lot. Should Declarant so elect not to pay the assessment, Declarant shall pay all costs incurred by the Association in accomplishment of the purposes set forth in Article VI, Section 2 hereof, in excess of the total amount collected by the Association through all assessments. Declarant may at any time revoke this election and place itself in the position of being obligated to pay the full impact of all assessments for each Lot owned by the Declarant at the time said revocation is presented to the Association.

) Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively 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 and any easement in favor of the Association, including, without limitation, the following:
- (a) Payment of operating expenses of the Association;
  - (b) Maintenance, landscaping, improvement and operation of Common Property, retention ponds and easement areas, including, without limitation, the Common Streets and Roads and drainage system in an amount or amounts approved by the County prior to the recordation of this Declaration;
  - (c) Maintenance, landscaping, and improvement of entrance areas to the Subdivision;
  - (d) Maintenance, landscaping and improvement of lands dedicated to the public which are located within or adjacent to the Property such as landscape areas or entrance features within dedicated rights-of-way;
  - (e) Maintenance, landscaping and improvement of screening walls located within or adjacent to the Property;
  - (f) Payment of taxes, insurance, labor and equipment;
  - ) (g) Repayment of funds and interest thereon that have been or may be borrowed by the Association for any of the aforesaid purposes;
  - (h) Repair and maintenance, including resurfacing of the Common Streets and Roads; repair and maintenance of the Surface Water or Stormwater Management System and other drainage systems within the Property; and collect and maintain reserves for periodic major maintenance to the Common Streets and Roads and drainage systems, which reserves shall be maintained in a separate account from other Association funds;
  - (i) Cost of the gated security system and security entrance features;
  - (j) Cost of regulation of traffic on the Common Streets and Roads within the Property;
  - (k) Insurance premiums for any insurance obtained by the Association for casualty, liability or other insurance for the Common Property;
  - (l) Establishment of reasonable reserves to replace or repair any portion of the Common Property;

(m) The maintenance, landscaping, improvement and operation of the Retention and/or Conservation Areas as shown on the Plat of Lake Sheen Reserve, as permitted by the South Florida Water Management District;

(n) All taxes paid the Association, including, without limitation, ad valorem real and personal property taxes on the Common Property, if any;

(o) Doing any other thing necessary or desirable in the judgment of said Association (acting through its Board of Directors), to keep the Subdivision neat and attractive or to preserve or enhance the value of the properties therein, or to eliminate fire, health or safety hazards.

Section 3. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot in Lake Sheen Reserve. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be \$750.00 per 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.

Section 5. Special Assessments. 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, and to provide for emergencies, repairs or replacements and infrequently recurring items of maintenance.

Section 6. Commencement Assessments. A Commencement Assessment of \$750.00 per Lot shall be paid to the Association at the time of closing by a purchaser of a Lot, excepting the first purchase of each Lot from Declarant by a Builder. The Association may use the Commencement Assessment for any of the purposes set forth in this Declaration.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to each Lot on the date of closing by the original purchaser of a Lot purchasing from the Declarant. On the date of such closing, the purchaser shall pay in advance the first annual assessment for the current calendar year adjusted according to the number of days remaining in the calendar year. Each subsequent annual assessment shall be imposed for the year beginning January 1 and ending December 31 and shall be due and payable in advance on January 1 of each year.



) Section 8. No Waiver of Assessments. The liability for any assessment or portion thereof may not be avoided by any Lot 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, commencement or special, made by the Association, and for all costs of collection of delinquent assessments, including attorney's fees. In the event assessments against a Lot are not paid within sixty (60) days after their due date, the Association shall have the right to foreclose its lien for such assessments. There shall be a Fifty Dollar (\$50.00) late fee for each assessment that is unpaid for more than ten (10) days after due date. In addition to the late fee, assessments that are unpaid for more than thirty (30) days after due date shall bear interest at the rate of eighteen percent (18%) per annum until paid commencing on the due date.

) Section 10. Lien for Unpaid Assessments. The Association shall have a lien on each Lot for any unpaid assessments and interest thereon 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 Orange County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a first mortgage or other lien recorded prior to the time of recording of the claim of lien; provided, however, that 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). 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.

) 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, 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 of payment of any assessment therein stated to have been paid.

• An annual inspection of the streets and drainage system must be authorized by the Board and must be performed by a registered engineer. This inspection shall, using good engineering practice, determine the level of maintenance needed and identify needed repairs. This will be submitted in a report format. Within 60 days of this report, the Board shall complete all remedial work recommended by the engineer. The report shall be forwarded to the County Engineer within 15 days of the Board's receipt.

Section 13. Requirement of Association as to Common Streets and Roads. The Association shall, in accordance with Orange County rules and regulations, establish or maintain the following with regard to the Common Streets and Roads and drainage systems:

) (a) Establish reserves for the major repairs and maintenance, which reserves shall be maintained in an Association account separate from the general Association account.

(b) Provide an annual audit or other financial report in a form to be approved by the Orange County Comptroller confirming the existence and the balance of the reserve fund.

(c) Require an inspection of the Common Streets and Roads and drainage system by a registered engineer every three (3) years and submitting a written report from said engineer to Orange County. The written report (in report format) shall (using standard engineering practices) determine the level of maintenance and identify any required repairs. The Association shall furnish the County a copy of the report within fifteen (15) days following the date the report is completed.

(d) Require that any remedial work set forth in the engineer's report required in subparagraph (c) above be completed by the Association within sixty (60) days following receipt by the Association of the engineer's report.

(e) Require that the Common Streets and Roads be resurfaced at least every twelve (12) years.

(f) If any default of the above provisions and requirements, after due notice to the Association with a stated time to cure said condition of default remains uncured, then the Association grants the County the right to enter upon the Property for the purpose of removing the entrance gates and, upon dedication of the Common Streets and Roads to the County, assume responsibility for maintenance of the Common Streets and Roads and/or drainage systems using those funds established by the Association for its required reserve account or, if none, or if an insufficient amount exists, establish a Municipal Service Taxing Unit in an amount necessary to accomplish the required repairs and maintenance.

Section 14. Indemnification of County. Developer, subject to the limitations set forth herein, and the Association expressly indemnifies, defends and holds the County harmless from any loss, cost, damage or expense, including reasonable attorneys' fees at the trial level and in any appellate or bankruptcy proceeding, arising, directly or indirectly, out of (i) maintenance, repair and/or reconstruction of, the Common Streets and Roads and/or drainage systems, or (ii) tort liability or award of damages related to, or stemming from, the Common Streets and Roads and/or drainage system. The duty to so indemnify, defend and hold the County harmless shall be that of the Association and the Developer, jointly and severally, but the duty of the Developer shall exist only for the period the Developer controls the Association.

Section 15. Taxes on Lots. Developer specifically discloses that the Orange County property tax bills and the assessments of valuation shall not be discounted or decreased by reason of the existence of the Common Streets and Roads or drainage system.

Section 16. Traffic Control. Traffic control shall be enforced by the Orange County Sheriff, and the cost thereof shall be paid by the Association.

Section 17. Sales Contracts. All sales contracts for Lots, including resales, shall disclose the requirements related to the County gated community requirements set forth in Section 11 of Article IV; Sections 2(a) and 2(c) of Article V; Sections 2 and 12 through 17 of Article VI; and Section 1 of Article VIII.

## **ARTICLE VII**

### **SPECIAL ASSESSMENT FOR EXTERIOR MAINTENANCE**

Section 1. Exterior Maintenance. 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, all in a manner and with such frequency as is consistent with good property management. 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 9 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.

## **ARTICLE VIII**

### **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 be responsible for the perpetual maintenance, operation and repair of the Surface Water or Stormwater Management System. 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 South Florida Water Management District.

) The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the South Florida Water Management District.

Section 3. Amendment.

(a) Any amendment to this Declaration which alters or deviates from the conditions of approval for the Lake Sheen Reserve, Preliminary Subdivision Plans as a gated community with private streets, as approved by the Orange County Board of County Commissioners on August 26, 1997, must have the prior written approval of the County.

(b) Any amendment to this Declaration which alters 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 South Florida Water Management District.

Section 4. Enforcement. The South 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 construct, improve, 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, construct, improve, maintain or repair the Surface Water or Stormwater Management System as required by the South 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 South 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 South 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 IX**

### **CONSERVATION EASEMENT**

**Section 1. Conservation Easement.** The Developer has granted to South Florida Water Management District a Conservation Easement over a portion of the property in the Subdivision. The Conservation Easement is recorded in Official Records Book 6250, Page 1276, Public Records of Orange 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. 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 with the exception of exotic or nuisance vegetation removal or restoration in accordance with the restoration plan included in the Conservation Easement. Exotic vegetation may include, but is not limited to, melaleuca, Brazilian pepper, Australian pine, and Japanese climbing fern, or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include cattails, primrose willow, and grape vine.

**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 South 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 South 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 X**

### **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 the Architectural Planning Criteria of the Association, a copy of which is attached hereto as Exhibit "D", as the same may from time to time be amended by the Association. A builder who owns multiple Lots may submit to the ARC model plans and specifications and landscape plans in accordance with Section 5 hereof and the Rules and Regulations of the Association which, if approved in writing by the ARC, shall be deemed approval by the ARC of all homes built by such builder in accordance with such approved plans.

) 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 it owns ten percent (10%) or more of the Lots in Lake Sheen Reserve. 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 ten percent (10%) or more of the Lots in Lake Sheen Reserve. 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 ten percent (10%) or more of the Lots in Lake Sheen Reserve, 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 a Developer. Upon Developer transferring or conveying the Lot which would cause the Developer to own less than ten percent (10%) of the total number of Lots in Lake Sheen Reserve, 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 Lot which would cause the Developer to own less than ten percent (10%) of the total number of Lots in Lake Sheen Reserve, 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.

(b) Upon Developer transferring or conveying the Lot which would cause the Developer to own less than ten percent (10%) of the total number of Lots in Lake Sheen Reserve, the ARC shall then come under the control of, and shall be administered by the Association. The ARC shall have 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 Lake Sheen Reserve, subject to builders' right to obtain pre-approval of model plans and specifications as set forth in Section 1 hereof. 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 the premises 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, subject to builders' right to obtain pre-approval of model plans and specifications as set forth in Section 1 hereof. No later than fifteen (15) business 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 fifteen (15) day period, the plans and specifications shall be deemed approved. 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: 4800 Airport Road, Naples, Florida 34105.

## ARTICLE XI

### RESTRICTIONS

The Property, which shall include all Lots that result from the subdividing and platting of the parcel owned by Declarant and all Common Areas, shall be subject to the following restrictions, reservations and conditions, which shall be binding upon Declarant and upon each and every Owner who shall acquire hereafter a Lot or any

) portion of the Property, and shall be binding upon their respective heirs, personal representatives, successors and assigns.

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, subject to builder's right to obtain pre-approval of model plans and specifications as set forth in Article X, Section 1 hereof. No Lot shall be divided, subdivided or reduced in size. 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. 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 seven (7) months; and

(c) The Owner gives notice of the tenancy to the Association and is otherwise in compliance with the terms of this Declaration.

Section 3. 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 of improvements on the Lots may use a construction trailer and/or sales trailer.

Section 4. Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than a residential home.

) Section 5. 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 6. 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 except by the Developer without the prior express written consent of the ARC, subject to builders' right to obtain pre-approval of model plans and specifications as set forth in Article X, Section 1 hereof. The Board, in its sole discretion, shall have the right to assess a Two Hundred Fifty Dollar (\$250.00) fine per tree for violation of this Section.

Section 7. 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 8. Garages. Each house shall have a garage with a capacity of at least two (2) automobiles. 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, except for the temporary use of a garage by a builder of homes in the Subdivision as a sales office or construction office.

Section 9. 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 (2000).

Section 10. 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. The Plans and Specifications must be accompanied by a landscape budget which shows that the cost of landscape improvements shall be a minimum of \$3,000.00 per Lot, provided, however, that Builders owning multiple Lots shall be exempt from the requirements of this Section 10, so long as such Builder has

obtained pre-approval from the ARC of a model landscaping plan as set forth in Article X, Section 1 hereof.

Section 11. 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 12. 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 13. Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept within the Property, other than household pets, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed outside a Lot except on a leash. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Upon the receipt of written complaint from two or more Owners, the Board may order that any animal creating a nuisance be removed from Lake Sheen Reserve.

Section 14. 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 15. Exterior Stairways. Exterior stairways shall be permitted if approved by the ARC.

Section 16. 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 17. 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 Lake Sheen Reserve community as is being established in accordance with the Declaration.

Section 18. 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. Owners of Lots which abut any part of a lake or waterway shall be obligated to maintain the Lot grass and landscaping up to the water line.

Section 19. Plat Restrictions. All building requirements and restrictions on the Plat for Lake Sheen Reserve, as recorded in the Public Records of Orange County, Florida, are incorporated herein by reference.

Section 20. Block. There shall be no exposed block, and all block on the residences shall be stuccoed.

Section 21. Square Feet. No residence shall be constructed on the Property unless it contains at least 1,500 square feet of air conditioned living area; provided, however, that residences constructed on Lots 44 - 68, adjacent to Grand Cypress, must have at least 2,000 square feet of air conditioned living area.

Section 22. 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.

Section 23. 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, or other utility provider, 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 24. Driveways. Prior to completion of construction, the Owner and/or builder shall install, at his expense, a suitable concrete or paver driveway from the paved portion of the street to his garage entrance.

Section 25. Aerials and Antenna. No radio or television aerial, antenna, satellite television reception device 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 26. 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. Any mail box meeting the design, size and specifications set forth in Exhibit "E" attached hereto and incorporated herein by reference shall be deemed approved by the ARC.

Section 27. 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 28. 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 29. Solar Panels. No solar panels shall be allowed on the front roof of any residential dwelling. 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 (2000).

Section 30. Basketball Hoops. No basketball hoops or backboards 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 31. Use and Maintenance of Waterbodies. The use of all lakes and waterbodies existing or created in Lake Sheen Reserve 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 other than the boat ramp to be constructed by Developer 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 written consent of the Association.

Section 32. 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. 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 33. 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 Orange 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 34. Swimming Pools. Any swimming pool and screening or fencing to be constructed on any Lot shall be subject to the approval and requirements of the Architectural Review Committee, subject to builders' right to obtain pre-approval of model plans and specifications as set forth in Article X, Section 1 hereof, 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 35. Insurance Rates. Nothing shall be done or kept on any Common Area which shall increase the insurance rates of the Association without the prior written consent of the Board of Directors.

Section 36. Boat Ramp. Developer intends to construct a semi-private Boat Ramp into a canal adjacent to Lake Sheen subject to applicable laws, ordinances and regulations for use by only Owners and their tenants, guests and invitees. The following rules shall apply to use of the Boat Ramp, which rules may be amended by Developer or the Association from time to time:

- (a) The Boat Ramp facilities shall be closed from dusk to dawn;
- (b) No overhead lighting will be permitted at the Boat Ramp facility;
- (c) No mooring of boats shall occur overnight; and
- (d) The Boat Ramp facilities shall be gated, and keys will be available only to Owners.

Section 37. Other Restrictions Established by the Association. The Association shall have the authority, as hereinabove expressed, from time to time, to include within its promulgated residential planning criteria other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the criteria hereinabove set forth for residential planning promulgated by the Association. However, once the Association promulgates certain restrictions set forth herein, such restrictions shall be valid until the Association modifies, changes or promulgates new restrictions.

Section 38. No Implied Waiver. The failure of the Association or the Declarant to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents (including any Rules and Regulations promulgated) shall in no event be deemed a waiver by the Declarant or the Association, or any other person having an interest therein, of the Owner's or other party's requirement and obligation to abide by this Declaration.

Section 39. Association Waiver. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Association shall have the right and authority, but not the obligation, to waive such violation.

Section 40. Right of Declarant. Notwithstanding anything in this Declaration to the contrary, Declarant shall have the right use the Property for ingress and egress thereover including the use of construction machinery and trucks thereon and no



person shall in any way impede or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. Furthermore, the Declarant may make such use of Property free from the interference of Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and construction offices of a temporary nature on the Property.

## ARTICLE XII

### GOLF COURSE LOTS

**Section 1. Adjacent Golf Course.** Each Owner, by its purchase of a Lot in the vicinity of the Golf Course, hereby expressly acknowledges that the Golf Course is not located upon the Property, is owned and operated by the owners of adjacent property located to the south of the Property and is in no way related to the Subdivision. Purchase of a Lot confers upon the Owner no rights whatsoever to use the Golf Course. No Owner owning a Lot adjacent to the Golf Course shall construct any fences or other barriers along its rear lot line. Owners of Lots adjacent to the Golf Course may, however, construct a wrought iron or aluminum black fence along its rear lot line if such Owner first obtains the express written approval of the ARC.

**Section 2. View Impairment.** Neither the Developer nor the Association guarantees or represents that any view over and across the Golf Course from adjacent or proximate Lots will be preserved without impairment. Neither the Developer, the Association nor the owner of the Golf Course will have any obligation to prune or thin trees or other landscaping, and the owner of the Golf Course will have the right, in its sole and absolute discretion, to operate and maintain the Golf Course in accordance with any standards adopted from time to time by such owner and to add and remove trees, walls, fences and other landscaping to and from the Golf Course from time to time. In addition, the owner of the Golf Course, in its sole and absolute discretion, may change the location, configuration, size and elevation of the trees, bunkers, fairways and greens on the Golf Course from time to time. Any such additions or changes to the Golf Course may affect the view of the Golf Course from the Lots.

**Section 3. ASSUMPTION OF RISK AND INDEMNIFICATION.** IT SHALL BE DEEMED CONCLUSIVELY THAT, BY ACCEPTING A DEED TO A LOT OR COMMON AREA, THE ASSOCIATION AND EACH OWNER ASSUMES FOR ITSELF/HIMSELF/HERSELF AND ITS/HIS/HER RESPECTIVE FAMILY MEMBERS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, MEMBERS, TENANTS,

LICENSEES, INVITEES AND GUESTS, ALL RISK OF DISCOMFORT, ANNOYANCE, PERSONAL INJURY, DEATH, LOSS OF OR DAMAGE TO PROPERTY, DIMINUTION IN VALUE OF PROPERTY, LOSS OF ENJOYMENT OR ANY OTHER ALLEGED WRONG BASED UPON, CAUSED BY, DUE TO, ARISING FROM OR OTHERWISE RELATED TO OR OCCASIONED BY THE EXISTENCE, OPERATION, MANAGEMENT, MAINTENANCE, REPAIR, REPLACEMENT OR USE (OR THE LACK OF ANY OF THE FOREGOING) OF THE GOLF COURSE AND THE IMPROVEMENTS FROM TIME TO TIME LOCATED THEREON, INCLUDING BUT NOT LIMITED TO: (A) NOISE, FUMES AND TRAFFIC GENERATED BY GOLF CARTS, AUTOMOBILES, VANS, TRUCKS, AND DELIVERY AND MAINTENANCE VEHICLES AND EQUIPMENT, AND SPRINKLERS; (B) CONSTRUCTION, MAINTENANCE, REPAIR AND REPLACEMENT ACTIVITIES AND EQUIPMENT (IT BEING SPECIFICALLY UNDERSTOOD THAT MAINTENANCE MAY OCCUR AROUND SUNRISE OR SUNSET); (C) NOISE CAUSED BY GOLFING, EVENTS AND COMPETITIONS AND BY THE PARTICIPANTS, SPECTATORS AND SUPPORT PERSONNEL AND EQUIPMENT ASSOCIATED THEREWITH; (D) LAWFUL USE OF PESTICIDES, HERBICIDES AND FERTILIZERS; (E) VIEW RESTRICTIONS CAUSED BY MATURATION OF TREES AND SHRUBBERY; (F) REDUCTION IN PRIVACY CAUSED BY CONSTANT GOLF TRAFFIC AND MAINTENANCE ACTIVITIES ON THE GOLF COURSE AND THE REMOVAL OR PRUNING OF SHRUBBERY OR TREES ON THE GOLF COURSE; (G) THE DESIGN CHARACTERISTICS OF THE GOLF COURSE; (H) USE OF EFFLUENT IN THE IRRIGATION OF THE GOLF COURSE; AND (I) GOLF BALLS WHICH TRAVEL BEYOND THE BOUNDARIES OF THE GOLF COURSE PROPERTY. EACH OF DECLARANT, THE ASSOCIATION, EACH HOLDER OF A MORTGAGE ON THE PROPERTY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, MEMBERS, TENANTS, LICENSEES, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS, ARE HEREBY AND SHALL REMAIN AT ALL TIMES RELEASED, HELD HARMLESS AND EXONERATED FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR ANY CLAIM, LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE OR CLAIM, ARISING IN WHOLE OR IN PART FROM ANY DISCOMFORT, ANNOYANCE, PERSONAL INJURY, DEATH, TRESPASS, LOSS OF OR DAMAGE TO PROPERTY, DIMINUTION IN VALUE OF PROPERTY, LOSS OF ENJOYMENT OR ANY OTHER ALLEGED WRONG OR ENTITLEMENT TO REMEDY BASED UPON, CAUSED BY, DUE TO, ARISING FROM OR OTHERWISE RELATED TO OR OCCASIONED BY THE EXISTENCE, OPERATION, MANAGEMENT, MAINTENANCE, REPAIR, REPLACEMENT OR USE (OR THE LACK OF ANY OF THE FOREGOING) OF THE GOLF COURSE AND THE IMPROVEMENTS FROM TIME TO TIME LOCATED THEREON. THE FOREGOING COVENANT AND AGREEMENT TO RELEASE, HOLD HARMLESS AND EXONERATE SHALL INCLUDE SPECIFICALLY, WITHOUT LIMITATION, ALL CLAIMS AND CAUSES OF ACTION FOR DISCOMFORT, ANNOYANCE, PERSONAL INJURY, DEATH, LOSS OF OR DAMAGE TO

PROPERTY, DIMINUTION IN VALUE OF PROPERTY, LOSS OF ENJOYMENT OR ANY OTHER ALLEGED WRONG OR ENTITLEMENT TO REMEDY ARISING OUT OF, RESULTING FROM OR CAUSED BY ANY GOLF BALL WHICH TRAVELS BEYOND THE BOUNDARIES OF THE GOLF COURSE. EACH OWNER HEREBY AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND DECLARANT, ASSOCIATION, EACH HOLDER OF A MORTGAGE ON THE PROPERTY, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, MEMBERS, TENANTS, LICENSEES, INVITEES, GUESTS, SUCCESSORS AND ASSIGNS, AGAINST ALL CLAIMS BY THAT OWNER'S RESPECTIVE FAMILY MEMBERS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, MEMBERS, TENANTS, LICENSEES, INVITEES, GUESTS AND MORTGAGEES AS TO MATTERS COVERED BY THIS SUBSECTION. IN ADDITION, THE TRAVEL INTO, ENTRY WITHIN AND COMING TO REST OVER, UPON OR WITHIN ANY PORTION OF THE PROPERTY BY GOLF BALLS SHALL NOT BE DEEMED TO BE OR CONSTITUTE A NUISANCE, TRESPASS OR HAZARD TO THE HEALTH, SAFETY OR WELFARE OF DECLARANT, THE ASSOCIATION, THE OWNERS, OR THEIR RESPECTIVE FAMILY MEMBERS, OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, MEMBERS, TENANTS, LICENSEES, INVITEES, GUESTS OR MORTGAGEES, AND NO INJUNCTIVE RELIEF OR DAMAGES THEREFOR SHALL BE RECOVERABLE BY ANY PARTY OR GRANTED BY ANY COURT. NOTHING IN THIS PROVISION SHALL BE DEEMED TO PRECLUDE AN INJURED PARTY FROM PURSUING ANY REMEDY AVAILABLE AGAINST THE PERSON WHO STRIKES A GOLF BALL WHICH CAUSES LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY OR DEATH.

### ARTICLE XIII

#### GENERAL PROVISIONS

Section 1. Duration. 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 (2/3rds) of the Lots has been recorded, agreeing to change or terminate said covenants and restrictions, in whole or in part.

Section 2. Enforcement of Nonmonetary Defaults.

(a) In the event of a violation by any Members or Owner (other than the nonpayment of any Assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than 7 days after the receipt of the written notice, or if the violation is not capable of being cured within the 7 day period, or if the Member or Owner fails to commence and diligently proceed to completely cure as soon as practical, the Association may, at its option:

- (i) Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- (ii) Damages. Commence an action to recover damages; and/or
- (iii) Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Association.
- (iv) Fines. Impose a fine or fines as set forth hereinafter.

(b) In addition to all other remedies, in the sole discretion of the Board of Directors or the Association, a fine or fines may be imposed upon an Owner for failure of and Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein and rules or regulations promulgated under the Articles of Incorporation or Bylaws of the Association, provided the following procedures are adhered to:

- (i) Notice. The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of the next Board of Directors meeting at

which time the Owner shall present reasons why penalties should not be imposed.

- (ii) Hearing. The noncompliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner no later than 21 days after the Board of Director's meeting.
- (iii) \* Appeal. Any person aggrieved by the decision of the Board of Directors as to a noncompliance may, upon written request to the Board filed within 7 days of the Board's decision, file an appeal. An appeals committee will be appointed by the Board within 7 days of the request and shall consist of 3 non-interested members of the Association. The appeals committee will meet and file a written determination of the matter and serve copies on both the Board and the aggrieved person. In no case shall the appeals committee's findings be binding on either Party; however, the Board may elect to review its decision in light of the findings of the appeals committee. A failure of an Owner to file an appeal shall be deemed to be a waiver of any further legal remedies relating to the infraction.
- (iv) Penalties. The Board of Directors may impose special assessments as follows:
  - (A) First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
  - (B) Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
  - (C) Third and subsequent noncompliance, or violations that are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).
- (v) \* Payment of Penalties. Fines shall be paid not later than 30 days after notice of the imposition or assessment.
- (vi) Collection of Fines. Fines shall be treated as an assessment otherwise due to the Association.

- (vii) Application. All monies received from fines shall be allocated as directed by the Board of Directors.
- (viii) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

(c) All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be Special Assessments under this Article or Article VI.

(d) Any remedy sought by the Declarant or Association shall be subject to a late fee as set by the Board of Directors which shall bear an interest rate of twelve percent (12%) per annum.

(e) The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of Association to enforce such right, provisions, covenant, or condition in the future.

(f) All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to be constitute an election or remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

(g) In addition to the foregoing, the Declaration may be enforced by the Declarant, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provisions herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of the Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees, costs and disbursements through the appellate level.

(h)o South Florida Water Management District and Orange County, Florida, 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.

(i)o Upon request by any Member, Owner or mortgager holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Member or Owner is in default with respect to compliance with the terms and provisions of this Declaration.

Section 3. 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 4. Severability. Invalidity 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 5. Usage. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Orange County, Florida.

Section 7. Sales Contracts. All sales contracts, whether new or resale, must expressly disclose the requirements set forth herein relative to roads and drainage.

Section 8. 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 9. 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 10. 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.

**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:**

**ALEXANDRA (U.S.A.), INC.**, a Florida corporation

*Dell Avery*  
Witness Signature

DELL AVERY  
Print Witness Name

*Marieta C. Vitta*  
Witness Signature

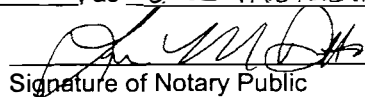
MARIETA C. VICTA  
Print Witness Name


By: *Vicki A. Chan*  
Name: VICKI A. CHAN  
Title: VICE PRESIDENT



STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of  
July, 2001, by Vicki Chan, as Vice President  
of ALEXANDRA (U.S.A.), INC.

  
\_\_\_\_\_  
Signature of Notary Public

 Lisa M Ianniello  
My Commission CC873412  
Expires October 28, 2003

Lisa M. Ianniello  
\_\_\_\_\_  
(Print Notary Name)

My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

Personally known, Or

Produced Identification

Type of Identification Produced  
\_\_\_\_\_

AFFIX NOTARY STAMP

**JOINDER OF MORTGAGEE**

ADMIRALTY BANK, a Florida banking corporation, being the owner and holder of that certain Mortgage and Security Agreement executed by ALEXANDRA (USA), INC. , a Florida corporation, as Mortgagor, to and in favor of Admiralty Bank, as Mortgagee, dated the 21st day of December, 2000, and recorded on 22nd day of December, 2000, in Official Records Book 6157, Page 3337 of the Public Records of Orange County, Florida (the "Mortgage"), hereby joins in the execution of the within and foregoing Declaration of Covenants, Conditions and Restrictions of Lake Sheen Reserve (the "Declaration") for the express purpose of manifesting its agreement with and consent to the recordation of the Declaration and for the further purpose of subordinating, and it does hereby subordinate, the lien and encumbrance of the aforesaid Mortgage to each and every one of the covenants, conditions, restrictions, easements and reservations set forth in the Declaration.

Dated this 6 day of July, 2001.

**ADMIRALTY BANK**, a Florida banking corporation

Marieta C. Vicia  
Witness Signature

MARIETA C. VICIA  
Print Witness Name

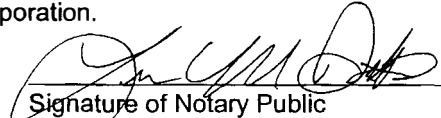
Dell Avery  
Witness Signature

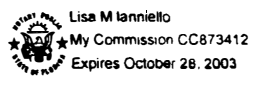
DELL AVERY  
Print Witness Name

By: Alan F. Twichell  
Name: Alan F. Twichell  
Title: S. V. P.

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of July, 2001, by Alan F. Twichell, as Senior Vice President of ADMIRALTY BANK, a Florida banking corporation.

  
\_\_\_\_\_  
Signature of Notary Public



AFFIX NOTARY STAMP

\_\_\_\_\_  
(Print Notary Name)  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
 Personally known, OR  
 Produced Identification  
Type of Identification Produced  
\_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

A portion of Lot 89, Lots 90, 91, 92, a portion of Lots 93, 99 and 100, Lots 101, 102 and 103, a portion of Lot 104 and Lots 125 and 126, "*MUNGER'S SUBDIVISION OF SECTION 5*", according to the plat thereof, as recorded in Plat Book E, Page 22, Public Records of Orange County, Florida lying in Section 5, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southeast 1/4 of said Section 5; thence run N 00°00'46" E, along the west line of the Southeast 1/4 of said Section 5, a distance of 660.28 feet; thence run S 89°50'45" E, a distance of 37.03 feet to the intersection of the east right-of-way line of County Road 535 with the south line of said Lot 104, "*MUNGER'S SUBDIVISION OF SECTION 5*" for the ***POINT OF BEGINNING***; thence run northerly along said east right-of-way line of County Road 535, the following six (6) courses and distances; run N 00°07'58" E, a distance of 127.88 feet; thence run N 87°26'37" E, a distance of 35.00 feet; thence run N 01°24'38" W, a distance of 200.04 feet; thence run N 03°42'50" W, a distance of 198.02 feet to a point on a non-tangent curve, concave easterly, having a radius of 11,353.56 feet and a central angle of 02°34'48"; thence, on a chord bearing of N 01°15'59" W, run 511.25 feet along the arc of said curve to the point of tangency thereof; thence run N 00°01'25" E, a distance of 282.42 feet to a point on the north line of said Lot 89; thence run S 89°49'12" E, along the north line of said Lots 89, 90, 91, 92, a distance of 1276.86 feet to the northwest corner of said Lot 93; thence run S 00°04'04" W, along the west line of said Lot 93, a distance of 75.00 feet; thence run S 89°49'12" E, a distance of 329.96 feet to a point on the east line of said Lot 93; thence run S 00°04'54" W, along the east line of said Lot 93, a distance of 557.41 feet; thence run S 58°05'09" W, a distance of 54.70 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 125.00 feet and a central angle of 03°24'02"; thence, from a chord bearing of S 30°12'51" E, run 7.42 feet along the arc of said curve to a point of reverse curvature of a curve, having a radius of 249.89 feet and a central angle of 09°46'46"; thence run 42.65 feet along the arc of said curve to a point; thence run N 58°05'09" E, a distance of 81.53 feet; thence run N 00°04'54" E, a distance of 15.15 feet to a point on the south line of Lot 94, "*MUNGER'S SUBDIVISION OF SECTION 5*"; thence run S 89°49'59" E, along the south line of said Lot 94, a distance of 279.82 feet to the southeast corner of said Lot 94; thence run S 00°05'44" W, along the east line of said Lot 99 and said Lot 126, a distance of 1319.66 feet to the southeast corner of said Lot 126; thence run N 89°51'32" W, along the south line of said Lot 126 and said Lot 125, a distance of 659.01 feet to the southwest corner of said Lot 125; thence run N 00°04'04" E, along the west line of said Lot 125, a distance of 644.98 feet to the southeast corner of said Lot 101; thence run N 89°50'45" W, along the south line of said Lots 101, 102, 103 and 104, a distance of 1281.62 feet to the ***POINT OF BEGINNING***.

Containing 62.66 acres, more or less.

**CERTIFICATE OF AMENDMENT**  
**TO**  
**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**OF**  
**LAKE SHEEN RESERVE**

DOC# 20120111472 B: 10340 P: 0628  
03/01/2012 01:00:53 PM Page 1 of 3  
Rec Fee: \$27.00  
Martha O. Haynie, Comptroller  
Orange County, FL  
SA - Ret To: KATZMAN GARFINKEL & BERGE

Additions indicated by underlining  
Unaffected omitted language indicated by ellipsis (...)



THE UNDERSIGNED officers of the LAKE SHEEN RESERVE HOMEOWNERS ASSOCIATION, INC., the not-for-profit Florida corporation organized and existing to operate and maintain LAKE SHEEN RESERVE, according to the Declaration of Covenants, Conditions and Restrictions thereof, as recorded in O.R. Book 6329, Page 7237, Public Records of Orange County, Florida, hereby certify and confirm that the amendment to the Declaration set forth below was approved by not less than three-fourths (3/4ths) of the total votes of the Association, tabulated at a special Board meeting held December 19, 2011. The undersigned hereby certify and confirm that this amendment was proposed and adopted in accordance with the subdivision documents and applicable law.

**ARTICLE VI**  
**COVENANTS FOR MAINTENANCE ASSESSMENTS**

...

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for in this Article shall commence as to each Lot on the date of closing by

**This Instrument Prepared By:**  
**C. JOHN CHRISTENSEN, ESQ.**  
**KATZMAN GARFINKEL & BERGER**  
**300 NORTH MAITLAND AVENUE**  
**MAITLAND, FL 32751**



STATE OF FLORIDA            )  
COUNTY OF                    )

BEFORE ME, the undersigned authority, personally appeared Norman S Robson  
and Barbara J First, to me personally known to be the President and Secretary,  
respectively, of LAKE SHEEN RESERVE HOMEOWNERS ASSOCIATION, INC., or  
having produced \_\_\_\_\_  
as ~~identification~~ and **did / did not** take an oath, and they severally acknowledged before me  
that they freely and voluntarily executed the same as such officers, under authority vested in  
them by said Corporation.

WITNESS my hand and official Seal in the State and County last aforesaid, this 23 day  
of February, 2012.

Linda DeEtte Ebbers  
Notary Public, State of Florida at Large.  
Printed Name: Linda DeEtte Ebbers  
My commission expires: 10/28/2014

doc 913466



LINDA DeETTE EBBERS  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE037957  
Expires 10/28/2014

ARTICLES OF INCORPORATION

OF

LAKE SHEEN RESERVE HOMEOWNERS ASSOCIATION, INC.,  
a not for profit corporation

FILED  
01 JUL 11 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned subscribers, all of whom are above the age of 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 **LAKE SHEEN RESERVE HOMEOWNERS ASSOCIATION, INC.** (the "Corporation" or "Association").

**ARTICLE II - PURPOSE**

The Corporation 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 Lots and Common Areas of Lake Sheen Reserve subdivision (the "Subdivision"), to be established by Alexandra (U.S.A.), Inc., a Florida corporation (hereinafter called "Developer" or "Declarant") upon the following described property, situate, lying and being in Orange County, Florida:

see **Exhibit "A"** attached hereto and made a part hereof

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions (the "Declaration"), which will be recorded in the Public Records of Orange County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

**ARTICLE III - POWERS**

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and

OR Bk 6329 Pg 7281  
Orange Co FL 2001-0378944

**EXHIBIT "B"**





privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by South Florida Water Management District and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.

2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.

3. To maintain, repair, replace, operate and manage the Common Areas of this Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. To enforce the provisions of the Declaration and these Articles, the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.

5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.



7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the South Florida Water Management District Permit No. 48-0099OP requirements and applicable District rules, to assist in the enforcement of the restrictions and covenants contained therein and to contract for services to provide for operation and maintenance of the surface water or stormwater management system facilities if the Association chooses to employ a maintenance company.

8. To levy and collect adequate assessments against members of the Association for the costs of operation, 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.

9. To 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.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3rds) 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.

11. To 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 (2/3rds) 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 a replatting of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to 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 IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant and the owners of all Lots in the Subdivision shall be members of the Corporation, and no other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to or his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have three classes of voting membership:

1. CLASS A. Class A Members shall be all Owners, with the exception of the Builder and 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.

2. CLASS B. The Class B Members shall be the Builders, who shall be entitled to ten (10) 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;



\*(b) At the election of Builder (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

^ (c) On December 31, 2008.

3. CLASS C. The Class C Member shall be the Declarant, who shall be entitled to a number of votes equal to one plus three (3) times the total number of Class A and Class B votes at any time. The Class C membership shall cease and be converted to Class B 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 Builder;

\*(b) At the election of Declarant (whereupon the Class B members shall be obligated to elect the Board of Directors and assume control of the Association); or

\* (c) On December 31, 2008.

#### ARTICLE V - TERM

Existence of the Corporation shall commence with the filing of these Articles with the Florida Secretary of State. The Corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body, or conveyed to a non-profit organization of similar purposes.

#### ARTICLE VI -.PRINCIPAL OFFICE

^ The principal office of the Corporation shall be located initially at 4800 Airport Road, Naples, Florida 34105, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.



**ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of this Corporation shall be located at 4800 Airport Road, Naples, Florida 34105 and the initial registered agent of the Corporation shall be Vicki A. Chan. The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles. The registered agent for the Corporation shall maintain copies of all permits issued by South Florida Water Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

**ARTICLE VIII - DIRECTORS**

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be three (3). The number of members of succeeding boards of directors shall be three (3) except as changed from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of January of each year; The first annual meeting shall be held on or before January 8, 2002. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of this Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name:</u>	<u>Address:</u>
Vicki A. Chan	4800 Airport Road Naples, Florida 34105
Editha C. Manuel	4800 Airport Road Naples, Florida 34105
Felicitas M. Dela Roma	4800 Airport Road Naples, Florida 34105



## ARTICLE IX - OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	Vicki A. Chan	4800 Airport Road Naples, Florida 34105
Vice President	Editha C. Manuel	4800 Airport Road Naples, Florida 34105
Secretary/Treasurer	Felicitas M. Dela Roma	4800 Airport Road Naples, Florida 34105

## ARTICLE X - SUBSCRIBERS

The subscribers to these Articles of Incorporation are:



<u>Name:</u>	<u>Address:</u>
Vicki A. Chan	4800 Airport Road Naples, Florida 34105
Editha C. Manuel	4800 Airport Road Naples, Florida 34105
Felicitas M. Dela Roma	4800 Airport Road Naples, Florida 34105

#### **ARTICLE XI - BYLAWS**

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

#### **ARTICLE XII - INDEMNIFICATION**

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### **ARTICLE XIII - DISSOLUTION**

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. In any event, the Association may only be dissolved

with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

**ARTICLE XIV - 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 XV - AMENDMENTS**

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3rds) of each class of Members.


**ARTICLE XVI - FHAVA APPROVAL**

As long as there is a Class B membership, the following actions will require the prior approval of the Department of Housing and Urban Development, Federal Housing Administration or Veteran's Administration (as applicable): annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

**ARTICLE XVII - DEFINITIONS**

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

IN WITNESS WHEREOF, the undersigned do 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 5<sup>th</sup> day of July, 2001.

  
\_\_\_\_\_  
Vicki A. Chan

  
\_\_\_\_\_  
EDITHA C. MANUEL

  
\_\_\_\_\_  
FELICITAS M. DELA ROMA

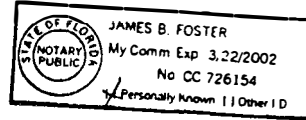




STATE OF FLORIDA )  
 ) SS:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2001, by Vicki A. Chan, who is personally known to me, or who produced VICKI A. CHAN as identification, and who did take an oath.

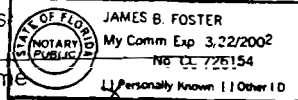
James B. Foster  
Notary Public Signature  
My commission expires:  
JAMES B. FOSTER  
Print Notary Public Name



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2001, by EDITHA C. MANUEL, who is personally known to me, or who produced EDITHA C. MANUEL as identification, and who did take an oath.

James B. Foster  
Notary Public Signature  
My commission expires:  
JAMES B. FOSTER  
Print Notary Public Name



STATE OF FLORIDA )  
 ) SS:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2001, by FELICITAS M. ROMA, who is personally known to me, or who produced FELICITAS M. DELA ROMA as identification, and who did take an oath.

James B. Foster  
Notary Public Signature  
My commission expires:  
JAMES B. FOSTER  
Print Notary Public Name

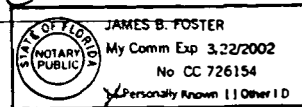


EXHIBIT "A"

Legal Description

A portion of Lot 89, Lots 90, 91, 92, a portion of Lots 93, 99 and 100, Lots 101, 102 and 103, a portion of Lot 104 and Lots 125 and 126, "*MUNGER'S SUBDIVISION OF SECTION 5*", according to the plat thereof, as recorded in Plat Book E, Page 22, Public Records of Orange County, Florida lying in Section 5, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southeast 1/4 of said Section 5; thence run N 00°00'46" E, along the west line of the Southeast 1/4 of said Section 5, a distance of 660.28 feet; thence run S 89°50'45" E, a distance of 37.03 feet to the intersection of the east right-of-way line of County Road 535 with the south line of said Lot 104, "*MUNGER'S SUBDIVISION OF SECTION 5*" for the *POINT OF BEGINNING*; thence run northerly along said east right-of-way line of County Road 535, the following six (6) courses and distances; run N 00°07'58" E, a distance of 127.88 feet; thence run N 87°26'37" E, a distance of 35.00 feet; thence run N 01°24'38" W, a distance of 200.04 feet; thence run N 03°42'50" W, a distance of 198.02 feet to a point on a non-tangent curve, concave easterly, having a radius of 11,353.56 feet and a central angle of 02°34'48"; thence, on a chord bearing of N 01°15'59" W, run 511.25 feet along the arc of said curve to the point of tangency thereof; thence run N 00°01'25" E, a distance of 282.42 feet to a point on the north line of said Lot 89; thence run S 89°49'12" E, along the north line of said Lots 89, 90, 91, 92, a distance of 1276.86 feet to the northwest corner of said Lot 93; thence run S 00°04'54" W, along the west line of said Lot 93, a distance of 75.00 feet; thence run S 89°49'12" W, a distance of 329.96 feet to a point on the east line of said Lot 93; thence run S 00°04'54" W, along the east line of said Lot 93, a distance of 557.41 feet; thence run S 58°05'09" W, a distance of 54.70 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 125.00 feet and a central angle of 03°24'02"; thence, from a chord bearing of S 30°12'51" E, run 7.42 feet along the arc of said curve to a point of reverse curvature of a curve, having a radius of 249.89 feet and a central angle of 09°46'46"; thence run 42.65 feet along the arc of said curve to a point; thence run N 58°05'09" E, a distance of 81.53 feet; thence run N 00°04'54" E, a distance of 15.15 feet to a point on the south line of Lot 94, "*MUNGER'S SUBDIVISION OF SECTION 5*"; thence run S 89°49'59" E, along the south line of said Lot 94, a distance of 279.82 feet to the southeast corner of said Lot 94; thence run S 00°05'44" W, along the east line of said Lot 99 and said Lot 126, a distance of 1319.66 feet to the southeast corner of said Lot 126; thence run N 89°51'32" W, along the south line of said Lot 126 and said Lot 125, a distance of 659.01 feet to the southwest corner of said Lot 125; thence run N 00°04'04" E, along the west line of said Lot 125, a distance of 644.98 feet to the southeast corner of said Lot 101; thence run N 89°50'45" W, along the south line of said Lots 101, 102, 103 and 104, a distance of 1281.62 feet to the *POINT OF BEGINNING*.

Containing 62.66 acres, more or less.

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:

LAKE SHEEN RESERVE 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 4800 Airport Road, Naples, Florida 34105 has named and designated Vicki A. Chan 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 6<sup>th</sup> day of July, 2001.

Vicki A. Chan  
Vicki A. Chan  
Registered Agent

FILED  
01 JUL 11 PM 3:51  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**BYLAWS OF**

**LAKE SHEEN RESERVE HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I - NAME AND LOCATION**

The name of the corporation is the LAKE SHEEN RESERVE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 4800 Airport Road, Naples, Florida 34105, but the meeting of members and directors may be held at such places within Orange County, Florida, as may be designated by the Board of Directors.

**ARTICLE II - DEFINITIONS**

All terms and definitions used herein are to be further defined and clarified as set forth in and according to the Declaration of Covenants, Conditions and Restrictions of Lake Sheen Reserve, to be recorded in the Public Records of Orange County, Florida.

Section 1. "Association" shall mean and refer to the Lake Sheen Reserve Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, tract or parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit "A" attached hereto and incorporated herein, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Property," "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 or lease 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.

Section 5. "Lot" shall mean and refer to the 120 platted lots in Lake Sheen Reserve owned by the Developer or its successors or assigns, together with the improvements constructed thereon.

**EXHIBIT "C"**



Section 5. "Lot" shall mean and refer to the 120 platted lots in Lake Sheen Reserve owned by the Developer or its successors or assigns, together with the improvements constructed thereon.

Section 6. "Declarant" or "Developer" shall mean and refer to Alexandra (U.S.A.), Inc., a Florida corporation, its predecessors in title, successors and assigns, if such successors or assigns should acquire more than one Lot from the Declarant for the purpose of development.

Section 7. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration and Articles of Incorporation of the Association.

Section 8. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Lake Sheen Reserve, as recorded in the Public Records of Orange County, Florida, and to any part of Lake Sheen Reserve.

Section 9. "Lake Sheen Reserve" shall mean the overall Lake Sheen Reserve subdivision as shown on the plat for Lake Sheen Reserve, to be recorded in the Public Records of Orange County, Florida.

### **ARTICLE III - MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date turnover to the Association is completed, as provided in the Articles of Incorporation, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, in the evening. 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 of the Association or by the Board of Directors or upon written request of 10% 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 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 purposes of notice. Such notices 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-third (1/3rd) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. The Members have the right, unless otherwise provided in this subsection or in the governing documents, 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 the authorized person who executed 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 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 provides so expressly, any proxy holder may appoint, in writing, a substitute to act in his place.

**ARTICLE IV - BOARD OF DIRECTORS:  
SELECTION: TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who need not be Members of the Association.

Section 2. Term of Office. At the first annual meeting, the Members shall elect three (3) directors for a term of one (1) year, and at each annual meeting thereafter the Members shall elect three directors for a term of one (1) year.

Section 3. Removal. After the 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 all of the directors or by obtaining verbal approval by

telephone. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### **ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS**

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

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

#### **ARTICLE VI - MEETING OF BOARD OF DIRECTORS**

**Section 1. Meetings.** A meeting of the Board of Directors of the Association occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board must be open to all Members 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. Notices of all Board meetings must be posted in a conspicuous place in the Subdivision at least 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 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 2. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

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

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

(b) suspend the voting rights and right to use 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 sixty (60) days for infraction of published rules and regulations;

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

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

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

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

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

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

(i) the undertakings and contracts authorized by said 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 by the membership.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting;

(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 fourteen (14) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) 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 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. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(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 this Association, now or hereafter; and

(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.

#### **ARTICLE VIII - OFFICERS AND THEIR DUTIES**

**Section 1. Enumeration of Offices.** The officers of this 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.

**Section 2. Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

**Section 4. 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, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. 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 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. After the sale of all Lots, 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 4 of this article.

Section 8. Duties. The duties of the officers are as follows:

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

(b)e 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.

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

(d)e 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 of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and 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. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purpose of the Association.

**ARTICLE X - BOOKS AND RECORDS**

The books, records and papers of the Association shall be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI - ASSESSMENTS**

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent and shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum. The Association may bring an action at law against the Owner or Owners personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added.

**ARTICLE XII - CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: LAKE SHEEN RESERVE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit.

**ARTICLE XIII - AMENDMENTS**

Section 1. 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. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**ARTICLE XIV - MISCELLANEOUS**

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

#### **ARTICLE XV - 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 Orange 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. The records shall include, but are not limited to:

(a)e 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.

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

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

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

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

(f)e 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)e 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)s The financial and accounting records of the Association,s 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)s Accurate, itemized, and detailed records of all receipts and expenditures.

(2)s A current account and a periodic statement of this 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.

(k)s An account for each Lot designating the name and current address of the Lot Owner, the amount of each assessment, the date on which the assessments come due, the amount paid upon the account and the balance due.

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 XVI - PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the corporate meetings when not in conflict with the Articles of Incorporation and these Bylaws or with statutes of the State of Florida.

**ARTICLE XVII - HOUSING AND URBAN DEVELOPMENT**

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

IN WITNESS WHEREOF, we, being all of the directors of Lake Sheen Reserve Homeowners Association, Inc., have hereunto set our hands this 5<sup>th</sup> day of July, 2001.

**DIRECTORS:**

Vicki A. Chan  
Vicki A. Chan

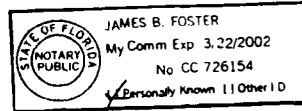
Editha C. Manuel  
EDITHA C. MANUEL

Felicitas M. dela Roma  
FELICITAS M. DELA ROMA

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2001, by Vicki A. Chan, who is personally known to me, or who produced VICKI A. CHAN as identification, and who did take an oath.

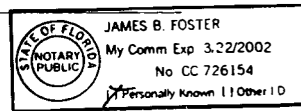
James B. Foster  
Notary Public Signature  
My commission expires:  
JAMES B. FOSTER  
Print Notary Public Name



STATE OF FLORIDA )  
 ) ss:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2001, by EDITHA C. MANUEL, who is personally known to me, or who produced EDITHA C. MANUEL as identification, and who did take an oath.

James B. Foster  
Notary Public Signature  
My commission expires:  
JAMES B. FOSTER  
Print Notary Public Name



STATE OF FLORIDA )  
 ) ss:  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of JULY, 2001, by FELICITAS M. ROMA, who is personally known to me, or who produced FELICITAS M. DEVA ROMA as identification, and who did take an oath.

James B. Foster  
Notary Public Signature  
My commission expires:  
JAMES B. FOSTER  
Print Notary Public Name

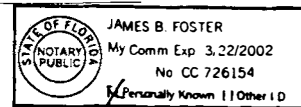




EXHIBIT "A"

Legal Description

A portion of Lot 89, Lots 90, 91, 92, a portion of Lots 93, 99 and 100, Lots 101, 102 and 103, a portion of Lot 104 and Lots 125 and 126, "*MUNGER'S SUBDIVISION OF SECTION 5*", according to the plat thereof, as recorded in Plat Book E, Page 22, Public Records of Orange County, Florida lying in Section 5, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the southwest corner of the Southeast 1/4 of said Section 5; thence run N 00°00'46" E, along the west line of the Southeast 1/4 of said Section 5, a distance of 660.28 feet; thence run S 89°50'45" E, a distance of 37.03 feet to the intersection of the east right-of-way line of County Road 535 with the south line of said Lot 104, "*MUNGER'S SUBDIVISION OF SECTION 5*" for the **POINT OF BEGINNING**; thence run northerly along said east right-of-way line of County Road 535, the following six (6) courses and distances; run N 00°07'58" E, a distance of 127.88 feet; thence run N 87°26'37" E, a distance of 35.00 feet; thence run N 01°24'38" W, a distance of 200.04 feet; thence run N 03°42'50" W, a distance of 198.02 feet to a point on a non-tangent curve, concave easterly, having a radius of 11,353.56 feet and a central angle of 02°34'48"; thence, on a chord bearing of N 01°15'59" W, run 511.25 feet along the arc of said curve to the point of tangency thereof; thence run N 00°01'25" E, a distance of 282.42 feet to a point on the north line of said Lot 89; thence run S 89°49'12" E, along the north line of said Lots 89, 90, 91, 92, a distance of 1276.86 feet to the northwest corner of said Lot 93; thence run S 00°04'54" W, along the west line of said Lot 93, a distance of 75.00 feet; thence run S 89°49'12" W, a distance of 329.96 feet to a point on the east line of said Lot 93; thence run S 00°04'54" W, along the east line of said Lot 93, a distance of 557.41 feet; thence run S 58°05'09" W, a distance of 54.70 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 125.00 feet and a central angle of 03°24'02"; thence, from a chord bearing of S 30°12'51" E, run 7.42 feet along the arc of said curve to a point of reverse curvature of a curve, having a radius of 249.89 feet and a central angle of 09°46'46"; thence run 42.65 feet along the arc of said curve to a point; thence run N 58°05'09" E, a distance of 81.53 feet; thence run N 00°04'54" E, a distance of 15.15 feet to a point on the south line of Lot 94, "*MUNGER'S SUBDIVISION OF SECTION 5*"; thence run S 89°49'59" E, along the south line of said Lot 94, a distance of 279.82 feet to the southeast corner of said Lot 94; thence run S 00°05'44" W, along the east line of said Lot 99 and said Lot 126, a distance of 1319.66 feet to the southeast corner of said Lot 126; thence run N 89°51'32" W, along the south line of said Lot 126 and said Lot 125, a distance of 659.01 feet to the southwest corner of said Lot 125; thence run N 00°04'04" E, along the west line of said Lot 125, a distance of 644.98 feet to the southeast corner of said Lot 101; thence run N 89°50'45" W, along the south line of said Lots 101, 102, 103 and 104, a distance of 1281.62 feet to the **POINT OF BEGINNING**.

Containing 62.66 acres, more or less.

EXHIBIT "D"

**ARCHITECTURAL PLANNING CRITERIA**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Lake Sheen Reserve, provides that a committee known as the Architectural Review Committee (the "ARC") be initially established and administered by the Developer; and

WHEREAS, the above-referenced Declaration for Lake Sheen Reserve provides that upon the Developer transferring the Lot which would cause the Developer to own less than ten (10%) percent of the total number of Lots in Lake Sheen Reserve, that the Board of Directors of the Lake Sheen Reserve Homeowners Association, Inc. (the "Association") shall appoint, oversee and/or administer the ARC, and further that the Association, on recommendation of said committee, shall adopt and modify or amend from time to time Architectural Planning Criteria for Lake Sheen Reserve, which criteria are to be set forth in writing and made known to all owners and all prospective owners in Lake Sheen Reserve.

NOW, THEREFORE, the Developer has appointed a committee to be known as the Architectural Review Committee ("ARC"). In accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants, Conditions and Restrictions for Lake Sheen Reserve, the ARC does hereby adopt the following Architectural Planning Criteria, putting all on notice of the same:

1.e Purpose of ARC. It is the plan of the Developer to develop Lake Sheene Reserve into a highly restricted community of superior quality homes. The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the natural environment and the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the restrictive covenants imposed hereunder.

2.e Building Type. No building shall be erected, altered, placed, or permitted to remain on any Lot in Lake Sheen Reserve other than a residence.

3. Required Plan. Two sets of plans for any proposed Lot improvements, both of which will become the property of the ARC, must be submitted to and will require review and approval by the ARC before any implementation can begin, subject to builders' right to obtain pre-approval of model plans and specifications as set forth in Article X, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Lake Sheen Reserve.

**EXHIBIT "D" - continued**

All plans submitted should be at a scale not less than 1/4 to 1/8 and should show and locate all landscape improvements contemplated, including but not limited to such items as plant types and sizes, sprinkler systems, and driveway(s), walkway(s), path(s), wall(s) and fence(s) and types of materials to be used. A comprehensive landscaping plan prepared by a landscape architect or other qualified landscape engineer shall be submitted to the ARC prior to the commencement of any clearing, landscaping or construction, subject to builders' right to obtain pre-approval of landscape plans as set forth in Article X, Section 1 of the Declaration.

4.t Roofs. All roofs of principal structures shall be composed of dimensional shingles, tile or better, unless some other material is approved in advance by the ARC.

5.t Block. There shall be no exposed block.

6.t Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to approval by the ARC. No boundary wall or fence shall be constructed greater than six (6') feet high on all sides, unless the ARC approves the same, and all fences shall be white vinyl, black wrought iron or black aluminum.

7.t Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the approval of the ARC, subject to builders' right to obtain pre-approval of model plans and specifications as set forth in Article X, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Lake Sheen Reserve.

8.t Garbage and Trash Containers. No Lot shall be used or maintained as at dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept out of view from the road.

9.t Temporary Structures. No structure of a temporary character such as at trailer, basement, tent, shack, garage, barn, or other out building shall be used on a Lot at any time as a residence either temporarily or permanently.

10.t Window Air Conditioning Units. No window or wall air conditioning unit shall be permitted.

11.t Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the

**EXHIBIT "D" - continued**

proper connecting points to the building structure in such a manner to be acceptable to the ARC.

12. Exposed Metal. Anodized or painted finishes are required on all metal finishes, including, but not limited to, windows, window screens, roof flashings, garage doors and screened pool enclosures.

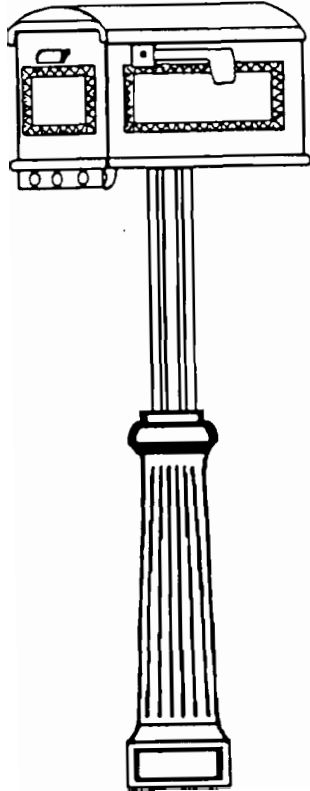
13. Amendments. The Developer reserves the right to modify the provisions herein at its sole discretion, so long as it owns ten (10%) percent or more of the Lots in Lake Sheen Reserve.

Dated: July 6, 2001

EXHIBIT "E"

MAILBOX

OR Bk 6329 Pg 7310  
Orange Co FL 2001-0378944  
Recorded - Martha O. Haynie



CAST IRON OR ALUMINUM - PAINTED BLACK

MODEL NO. P-22-ME

Manufactured By:

Creative Mailbox & Sign Designs

