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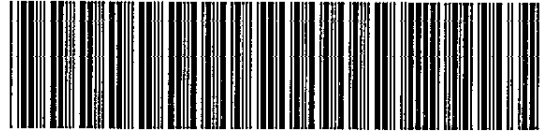
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CAPITAL CONNECTION, INC.

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Ashley Pointe Homeowners

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**ARTICLES OF ASSOCIATION OF
OF
ASHLEY POINTE HOMEOWNERS ASSOCIATION, INC.
(a Corporation Not For Profit)**

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We, the undersigned do hereby associate ourselves together for the purpose of forming a Property Owner's Association.

ARTICLE I-NAME

The name of this Association shall be ASHLEY POINTE HOMEOWNERS ASSOCIATION, INC., (the "Association"), and it shall be located at 4110 S. Florida Ave., Lakeland, Polk County, Florida, 33813.

ARTICLE II - INITIAL REGISTERED OFFICE & AGENT

The street address of the initial registered office of the Association, until changed by the Board of Directors, shall be 4110 S. Florida Ave., Lakeland, FL 33813, and the name of the initial registered agent of the Association at that address is ROBERT J. ADAMS.

ARTICLE III - PURPOSES AND POWERS

The general purposes and powers for which the Association is formed are as follows:

A. To manage, maintain, construct and repair for the use of its members, their guests, and invitees all common area improvements now on or to be placed upon ASHLEY POINTE SUBDIVISION Public Records of Polk County, Florida; which improvements shall be for recreational purposes and utilities in conjunction therewith, storm water management system together with all lawns, shrubbery and trees located thereupon. The use of said common facilities shall be governed in accordance with these Articles of Association and By-Laws hereinafter enacted.

B. To manage, maintain and repair ingress, egress and utility easements over, under and across said subdivision.

C. To enact rules of use and to maintain its ownership in any lot or parcel of real property that may be conveyed to the Association for the common use of all members.

D. To enforce the Restrictive Covenants and Conditions of the ASHLEY POINTE Subdivision as recorded in the public records of Polk County, Florida either on its own account or in conjunction with other lot owners.

E. To modify said Restrictive Covenants and Conditions in a reasonable basis to prevent undue hardship in the placement of any structures upon any lot in regard to lot

line setback requirements and the placement of garages with a sideyard setback.

F. To place Easements of record, if necessary, for utility and drainage along the perimeter of any lot line in ASHLEY POINTE SUBDIVISION, Public Records of Polk County, Florida.

G. To maintain and improve traffic control signs, subdivision and roadway name designation signs within ASHLEY POINTE.

H. To maintain and improve private lighting for either decorative effect or security purposes within said subdivision.

I. To maintain by appointment or retainer, a Building Committee which need not consist of Lot owners of ASHLEY POINTE to review plans and specifications required by said Lot owners to be submitted in accordance with the Restrictive Covenants and Conditions of said Subdivision hereinabove referenced which Committee for and on behalf of the Association shall be given permission in writing or rejection in writing, as the case may be, to said Lot owners as provided herein. No member of the Building Committee shall in any way be subject to liability in granting or failing to grant approval and permission of any plans, specifications and requests brought before said Committee by any person whomsoever.

J. To maintain security within the subdivision. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivision as a whole.

K. To obtain insurance for loss purposes, whether by casualty or liability, covering Directors, Officers, Committee members and employees of the Association. Further, it may bond, if desired, Directors, Officers and employees of the Association.

L. To own and convey property and to pay real estate taxes and utilities attributable thereto and to the common improvements and use thereof.

M. To operate, maintain and manage common property specifically the surface water management system as permitted by Southwest Florida Water Management District including lakes, retention areas, culverts, and related appurtenances, including but not limited to contracting for services as to same by a maintenance company, and shall assist in the enforcement of the restrictions and covenants contained herein.

N. It shall have the right, but not the duty, to maintain improved or unimproved lots within ASHLEY POINTE Subdivision wherein Lot owners have failed to maintain same in keeping said Lot free and clear of debris and trash and unsightly weeds and litter and to assess the costs thereof against said Lot owner. It shall have an easement and license of entry over any Lot within ASHLEY POINTE Subdivision for the purpose of this maintenance.

O. To determine, prepare, deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such

assessments uncollected with interest, by legal action, if necessary.

P. To do every other act as may be reasonably necessary in carrying out that which has been empowered to it under those Restrictive Covenants and Conditions recorded in the Public Records of Polk County, Florida; its Articles of Association; By-Laws; Rules and Regulations.

Q. To transact any and all lawful business.

2. A. Each owner shall be a member of the Association. As a member, each Lot owner shall be liable and obligated for payment of a pro-rata share per each member Lot owner of the costs of surface water management, those ingress, egress, and utility easements pertaining thereto and the use thereof, together with any sums that the membership in accordance with these Articles of Association may vote to spend for those purposes as outlined herein. Each lot membership shall bear equal proportion of each assessment regardless of a Lot's location, dimension or size. Any unpaid assessment due at any time, shall be and become the obligation of a subsequent owner of a Lot upon purchase of said Lot.

B. During the month of December in each year, commencing in 2003, the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of electing members of the Board of Directors; fixing the amount of the Association's maintenance, improvement and operation assessment; and conducting old and new Association business for the ensuing year. Annual assessments shall be payable in advance on or before December 31st or each preceding year with the initial annual assessment payable on or before December 31, 2003 for the year 2004. The amount of an equal assessment will depend upon the financial requirements for maintenance, improvements and operation of the common areas desired by the Association members. Special assessments for these purposes may from time to time be made by the Association.

C. The call for a meeting shall be in writing; shall state the meeting's purpose; shall designate the date (which shall be no less than ten (10) days from the date the call is made time and place of said meeting; and shall be mailed to all lot owners at the last addresses for said owners on the books and records of the Association or to the Lot owner's addresses as shown on the Polk County Tax Rolls. The amount of each year's annual assessments and charges shall be determined at the annual meeting by the affirmative written vote of a majority of those Lot owners present, in person or proxy, at said meeting who, in voting, either affirmatively or negatively in writing, shall be deemed a member of the Association in accordance with Article IV.

D. Following the Association annual meeting, written annual assessments voted for by the membership for any of those purposes enumerated in Article III shall be mailed by the Association to all Lot owners who are members in accordance with Article IV. Annual assessments and charges shall apply to a calendar year, shall be deemed to be due as of January 1st of each year, and shall be payable in one annual installment. Sums thus collected by the Association shall be held and expended by it for the sole purposes that said assessments were made.

E. The Association shall be empowered through its officers and Board of Directors to place a charging lien against the Lot owner's property for non-payment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said Lot whether 'a before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any Lot and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges and costs on the part of the Association that have accrued to the date that it has taken title to said Lot.

ARTICLE IV-MEMBERS

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

CLASS A. Class A member(s) shall be all owners, with the exception of the declarant, 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 member(s) shall be the Declarant and Declarant shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or (B) On December 31, 2010.

The owner of each lot in ASHLEY POINTE SUBDIVISION, Public Records of Polk County, Florida as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall be a member of the Association. The foregoing shall not include persons or entities who hold an Interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein as regulated by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any Lots as outlined herein.

A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges and costs of the Association during the time period allowed for the payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by immediate family members, guests and invitees.

ARTICLE V

The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the surface water management system and other assets of the corporation shall be conveyed to an appropriate agency of local government, and if not accepted, then the surface water management system and other systems shall be dedicated to a similar non-profit corporation. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE VI

Additional lands may be annexed by the Declarant without the consent of members within seven (7) years from the date hereof, provided that HUD/The Veterans Administration ("VA") determines that the annexation is in accord with the general plan heretofore approved by it. Annexations contemplated by Declarant shall become effective upon the recording of a Supplementary Declaration in the Public Records of Polk County, Florida. Should the Declarant, in its sole discretion, determine not to annex additional lands as approved, the general Plan of development shall not bind the Declarant to make any additions contemplated or to adhere to this plan in the subsequent development of any lands. As long as there is a Class B membership and as long as HUD/The VA has an interest in ASHLEY POINTE, the annexation of additional properties, mergers, and consolidations, mortgaging of common areas, dissolution and amendment of the articles, require the prior approval of HUD/The VA.

ARTICLE VII - MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice President, Secretary and Treasurer, and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors immediately following the annual meeting of the Association. The President and Vice President shall be members of the Board of Directors, but no other officer need be a member of the Board of Directors. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VIII - OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are:

D. JOEL ADAMS, President

ROBERT J. ADAMS, Vice President
BRIAN WALSH, Secretary/Treasurer

ARTICLE IX-DIRECTORS

1. The Association shall have three (3) directors initially. Thereafter, the number of directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting but shall never be less than three (3).

2. The names and addresses of the persons who are to serve on the first Board of Directors are:

Brian Walsh
4110 S. Florida Ave.
Lakeland, FL 33813

Robert J. Adams
4110 S. Florida Ave.
Lakeland, FL 33813

D. Joel Adams
4110 S. Florida Ave.
Lakeland, FL 33813

3. The initial directors shall serve until the first annual meeting of the Association and thereafter as provided for hereafter.

4. At each annual meeting of the members of the Association shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such members shall serve until the next annual meeting of the Association.

5. In the event of the removal, resignation, death or other vacancy of a member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his predecessor.

6. No member of the Board of Directors or any committee of the Association or any officer of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group; provided that such person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

7. The Board of Directors shall see that all assessments shall be assessed equally against all Lot owners as outlined herein. Where there are multiple owners of any Lots, such owners shall be jointly and severally liable for the payment of the Assessments.

The Board of Directors from time to time may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be

amended, modified or rescinded at any Association meeting by a majority vote of the members present.

ARTICLE X

The Association through its membership, shall have the absolute right to modify all of the Restrictive Covenants and Conditions pertaining to ASHLEY POINTE Subdivision as recorded in the Public Records of Polk County, Florida, by amendment, deletion or addition thereto upon the written direction of 75% or more of the membership in the Association, except that any amendment which would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the Southwest Florida Water management District or its successor agency.

Other than the foregoing right to modify said Restrictive Covenants and Conditions pertaining to ASHLEY POINTE hereinabove referenced, other amendments to these Articles of Association shall be approved by the Board of Directors, proposed by them to the members and shall require the approval of at least 2/3 vote of all members

IN WITNESS WHEREOF, the undersigned, as subscriber to these Articles of Association, has hereunto set his hand and seal at Lakeland, Polk County, Florida, this 13th day of January, 2003.

SUBSCRIBER:

ADDRESS:

James L. Sherrouse
JAMES L. SHERROUSE
Joan Sherrouse
JOAN SHERROUSE

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES L. SHERROUSE and JOAN SHERROUSE to me known to be the person described in these Articles of Association or who has produced _____ as identification and who acknowledged before me that he executed the same as Subscriber, and who did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of January, 2003.

Michelle B. Eason
Notary Public-State of Florida

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

ASHLEY POINTE Homeowners Association, Inc., desiring to organize under the laws of the State of Florida with its initial registered office, as indicated in the Articles of Incorporation, at City of Lakeland, County of Polk, State of Florida, has named Robert J. Adams, 4110 S. Florida Ave., Lakeland, Florida 33813, as its agent to accept service of process within this state.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.



ROBERT J. ADAMS

SECRETARY OF STATE
DIVISION OF CORPORATIONS
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