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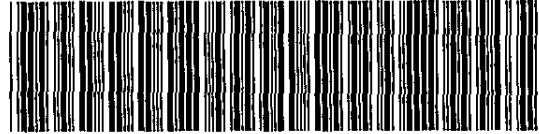
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01-05-05
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10:41 AM
TALLAHASSEE, FLORIDA

CAPITAL CONNECTION, INC.

417 E. Virginia Street, Suite 1 • Tallahassee, Florida 32301
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Seven Oaks at Sundance

Honolulu Association Inc.

- Art of Inc. File _____
- _____ LTD Partnership File _____
- _____ Foreign Corp. File _____
- _____ L.C. File _____
- _____ Fictitious Name File _____
- _____ Trade/Service Mark _____
- _____ Merger File _____
- _____ Art. of Amend. File _____
- _____ RA Resignation _____
- _____ Dissolution / Withdrawal _____
- _____ Annual Report / Reinstatement _____
- Cert. Copy _____
- _____ Photo Copy _____
- _____ Certificate of Good Standing _____
- _____ Certificate of Status _____
- _____ Certificate of Fictitious Name _____
- _____ Corp Record Search _____
- _____ Officer Search _____
- _____ Fictitious Search _____
- _____ Fictitious Owner Search _____
- _____ Vehicle Search _____
- _____ Driving Record _____
- _____ UCC 1 or 3 File _____
- _____ UCC 11 Search _____
- _____ UCC 11 Retrieval _____
- _____ Courier _____

Signature

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**ARTICLES OF ASSOCIATION OF
OF
SEVEN OAKS AT SUNDANCE HOMEOWNERS ASSOCIATION, INC.
(a Corporation Not For Profit)**

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COUNTY CLERK
TALLAHASSEE, FLORIDA

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 SEVEN OAKS AT SUNDANCE HOMEOWNERS ASSOCIATION, INC., (the "Association"), and it shall be located at 432 Eunice Road, Lakeland, Polk County, Florida, 33803.

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 432 Eunice Road, Lakeland, FL 33803, and the name of the initial registered agent of the Association at that address is Walter E. Engle, Jr.

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 SEVEN OAKS AT SUNDANCE SUBDIVISION Public Records of Polk County, Florida; which improvements shall include the storm water management system together with all lawns, shrubbery and trees located thereupon.
- 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 SEVEN OAKS AT SUNDANCE 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 SEVEN OAKS AT SUNDANCE SUBDIVISION, Public Records of Polk County, Florida.

G. To maintain and improve traffic control signs, subdivision and roadway name designation signs within SEVEN OAKS AT SUNDANCE.

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 SEVEN OAKS AT SUNDANCE 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 SEVEN OAKS AT SUNDANCE 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 SEVEN OAKS AT SUNDANCE 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, except as provided in the Declaration of Covenants and Restrictions pertaining to the lots, 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. The times and dates of meetings and the procedures for calling meetings shall be as provided in the Declaration of Covenants and Restrictions.

C. 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, 2009

The owner of each lot in SEVEN OAKS AT SUNDANCE 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 SEVEN OAKS AT SUNDANCE, 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:

WALTER E. ENGLE, JR., President
DONNIE L. TYLER, Vice President
PATRICIA ENGLE, Secretary
JANICE TYLER, Treasurer

ARTICLE IX-DIRECTORS

1. The Association shall have four (4) 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:

Walter E. Engle, Jr.
432 Eunice Road
Lakeland, FL 33813

Donnie L. Tyler
5397 N. Socrum Loop Road
Lakeland, FL 33809

Patricia Engle
432 Eunice Road
Lakeland, FL 33813

Janice Tyler
5397 N. Socrum Loop Road
Lakeland, FL 33809

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 SEVEN OAKS AT

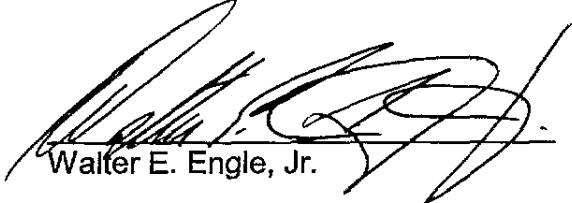
SUNDANCE Subdivision as recorded in the Public Records of Polk County, Florida, by amendment, deletion or addition thereto as provided in said Declaration of Covenants and Restrictions, except that any amendment which would affect the surface water management system, including the water management portions 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 SEVEN OAKS AT SUNDANCE 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 3 day of January, 2005

SUBSCRIBER:

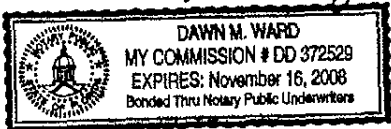
ADDRESS:
432 Eunice Road
Lakeland, FL 33803

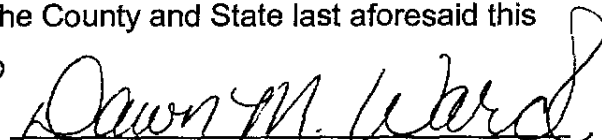

Walter E. Engle, Jr.

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 Walter E. Engle, Jr. 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 3 day of January, 2005




Notary Public-State of Florida
DAWN M. WARD
Printed Name of Notary Public

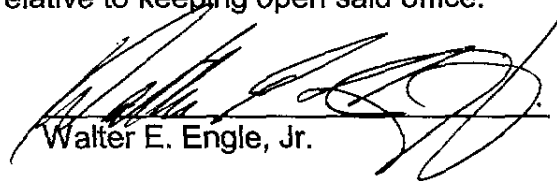
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THE STATE. NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

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

SEVEN OAKS AT SUNDANCE 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 Walter E. Engle, Jr., 432 Eunice Road, Lakeland, Florida 33803, 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.


Walter E. Engle, Jr.

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05 JAN -4 PM 1:41
CLERK OF STATE
TALLAHASSEE, FLORIDA