

769794

MEMORANDUM

SUNTRUST

**DATE:** 12/01/98  
**TO:** Susan Payne  
**FROM:** Clint Dobson  
**SUBJECT:** Waterwood II Property Owners Association

300002705623--0  
-12/08/98--01015--006  
\*\*\*\*\*52.50 \*\*\*\*\*52.50

Per our telephone conversation today, please find enclosed my check for \$52.50 for recording the recent amendments to the Waterwood II P. O. A., and for (2) two certified copies.

Thank You,



Clint Dobson  
SunTrust Bank Vice-President  
Phone # (941) 297-6895

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 DEC -8 PM 1:27

2cc's  
Amend  
12/8/98  
SB

# Waterwood II Property Owners Association, Inc.

6106 Sourwood Way  
Bartow, Florida 33830  
U.S.A.

Phone 941-297-6895  
Fax 941-297-6894

November 22, 1998

Florida Department of State  
Division of Corporations  
Amendment Section  
P.O. Box 6327  
Tallahassee, Florida 32314

Dear Sir/Madam:

Enclosed please find your Articles of Amendment to Articles of Incorporation, the amendments to the Articles of Association of Waterwood II Property Owner's Association, Inc., and our check in the amount of \$87.50.

Please file the Articles of Amendment and send one certified copy to the following address:

6106 Sourwood Way  
Bartow, Fla. 33830

If you have any questions, please feel free to contact me during the day at Area Code 941-297-6895 or in the evening at Area Code 941-648-4940.

Thank you for assistance in this matter.

Sincerely,



Albert C. Dobson - President  
Waterwood II Property Owner's Association

Enc: 2

RECEIVED  
20 NOV 25 AM 8:23  
DIVISION OF CORPORATIONS

ARTICLES OF AMENDMENT

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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to

ARTICLES OF INCORPORATION

of

Waterwood II Property Owner's Association, Inc.

(present name)

*Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following articles of amendment to its articles of incorporation.*

**FIRST:** Amendment(s) adopted: (INDICATE ARTICLE NUMBER(S) BEING AMENDED, ADDED OR DELETED.)

**SEE ATTACHED: "AMENDMENTS TO ARTICLES OF ASSOCIATION OF  
WATERWOOD II PROPERTY OWNER'S ASSOCIATION, INC."**

**SECOND:** The date of adoption of the amendment(s) was: March 22, 1998.

**THIRD:** Adoption of Amendment (CHECK ONE)

☒ The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

☐ There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Waterwood II Property Owner's Association, Inc.

Corporation Name



Signature of Chairman, Vice Chairman, President or other officer

Albert C. Dobson

Typed or printed name

President

Title

November 10, 1998

Date

**Amendments to Articles of Association of**  
**Waterwood II Property Owner's Association, Inc.**  
**(A Corporation not for Profit)**

Whereas, Ellsworth, Inc., a Florida corporation, imposed Restrictive Covenants and Conditions on the following described real property in Polk County, Florida, described as:

Lots 1 - 84, inclusive, WATERWOOD ADDITION SUBDIVISION, as per the Plat thereof recorded in Plat Book 68, Pages 24 and 25, Public Records of Polk County, Florida; and

Whereas, under the terms of the above referenced Restricted Covenants and Conditions, recorded in the Official Records Book 1879, Pages 2148 through 2151, inclusive, and with subsequent Amendments, Public Records of Polk County, Florida, Waterwood II Property Owners Association, Inc. (the "Association") was empowered to enforce and amend the Articles of Association (dated 6/15/79, filed August 11, 1983 with the Secretary Of State, Tallahassee, Florida) and By-Laws of the Association.

Now therefore, in consideration of the foregoing, the Association, hereby this instrument amends the Articles of Association, as follows: (Note: **bold typeface** indicates new language added to Articles)

**Article I - Name**

*(existing language retained)*

**Article II - Initial Registered Office & Agent**

*(existing language retained)*

**Article III - Powers And Purposes**

**1. The Association is empowered:**

1.A. - 1. H., inclusive *(existing language retained)*

- 1.I. **To convey for cash, terms and/or exchange Association property; to sue and be sued; to contract for services to provide for the operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; and to transact any and all lawful business.**
- 1.J. **To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the subdivision which is owned and/or being maintained by the Association.**
- 1.K. **To require all lot owners within the subdivision to become and be members of the Association.**
- 1.L. **To have the right, but not the duty, to maintain improved or unimproved lots within the subdivision wherein the lot owner has failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and assess the costs thereof against said lot owner. It shall have an easement and/or license of entry over any lot within the subdivision for the purposes of this maintenance.**
- 1.M. **To determine, prepare, and deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected against a lot owner's lot within the subdivision, with interest, costs, and attorney's fees, by legal action, if necessary.**

### Article III - Powers And Purposes (continued)

2.

- 2.A. Delete section (June 15, 1979 Articles of Association)
- 2.B. Delete section (June 15, 1979 Articles of Association)
- 2.C. Delete section (June 15, 1979 Articles of Association)

*{replace complete Section 2 (June 15, 1979 Articles of Association) with:}*

2. **Lot Owner's Responsibility to the Association:**

- 2.A. Each lot and/or property owner shall be liable and obligated to pay to the Association an annual property improvement and management fee covering the cost of maintenance, improvement, and operation of the various common areas under the control of the Association herein above referenced which are for the private use and benefit of the property and lot owner. Each lot that has membership in the Association shall bear equal portions of each annual assessment regardless of a lot's location, dimension, or size.
- 2.B. Each lot owner as a member of the Association at all Association meetings, if in good standing, shall be entitled to one vote for each lot owned; a lot owner of two or more contiguous lots may upon building a single-family private residence upon said lots (where the placement of said residence prohibits construction of an additional residence thereupon) choose to limit membership as a multiple lot owner to one membership. The choice shall be in writing, shall be directed to the Association and may be made at, or after, the time of obtaining a Certificate of Occupancy therefore from the appropriate Government Entity. Said choice shall not entitle the multiple lot owner a proration back of any assessments per lot paid in advance; however, thereafter all contiguous lots so utilized shall be treated as one lot for the purpose of assessment and membership in the Association hereunder, including voting rights.
- 2.C. The fiscal year of the Association shall commence January 1 of each calendar year. The Board of Directors of the Association shall propose an annual assessment for the Association for each lot membership in the Association. Each annual assessment shall be deemed to be due in advance as of January 1 of each year, payable on or before February 1 of each year with the initial annual assessment payable on or before February 1, 1999 for the fiscal year January 1, 1999 - December 31, 1999. Annual assessments shall be payable in one annual installment. Discounts for early payment of annual assessments may be set at the discretion of the Board of Directors of the Association in both amount and date and will be fixed at the Annual Meeting of the Association Membership; however, no discount shall be allowed for payments received after the February 1 due date. There shall be no proration, except as between lot owners, of any assessments, and any unpaid assessments due at any time shall become the obligation of a new lot owner upon purchase of said lot. The amount of the annual assessment will depend on 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.
- 2.D. During the months of November or December in each year the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of fixing the amount of the Association's maintenance, improvement, and operation assessment; conducting old and new Association business, and for the electing of members of the Board of Directors for the ensuing fiscal year. The call

shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owner shown on the books and recorded by the Association or to the lot owner's address as shown on the Polk County Tax rolls. The election of the Board of Directors, each year's annual assessments, and business of the Association, shall be determined at said meeting by the affirmative written vote of a majority of those Association members in good standing present or represented by proxy at said meeting. Following the Association annual meeting, written annual assessments voted for by the membership and set by the Board of Directors of the Association shall be mailed by the Association to all lot owners subject to assessment as members as provided herein.

- 2.E. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the lot owner's lot within the Subdivision for non-payment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with the Articles of Association, 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's fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said lot whether 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 payment of accrued and uncollected assessments, charges, and/or costs on the part of the Association that have accrued to the date that it has taken title to said lot; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith.
- 2.F. A member not in good standing with the Association shall include a member that has failed to pay any assessments, charges, and/or costs of the Association during the time period allowed for the payment of the same. A member not in good standing with the Association may be denied the right to vote at the Association affairs or to hold office within the Association. A member not in good standing with the Association, and said member's family members, guests, and/or invitees, may be denied the use or access to the North 140 feet of Lot 48 of Waterwood Addition Subdivision or any recreation facilities contained thereon.
- 2.G. The Association through its membership shall have the right to modify all of the Restrictive Covenants and Conditions referenced herein by amendment, deletion, and/or addition upon the written direction of two-thirds (2/3) or more of the lot owner members of the Association.

#### Article IV - Members

*(Delete entire article June 15, 1979 Articles of Association)*

#### Article V - Voting

*{Replace existing (June 15, 1979 Articles of Association) paragraph with the following:}*

The Association shall have one class of voting Membership to be made up of all lot owners who are members of the Association in good standing as outlined in Article III, Section 2. Each member in good standing shall be entitled to one vote for each lot owned, except where multiple contiguous lots have been registered as a single lot for assessment and voting purposes as described in Article III, Section 2.B. When more than one person or

entity holds an ownership interest in any lot, all such persons shall be members of the Association; however, the vote for such lot shall be exercised by only one member designated in writing to the Association. In no event shall more than one vote be cast with respect to any one lot.

Article VI - X (inclusive)  
(existing language retained)

The foregoing amendments were approved in accordance with ARTICLE IX - AMENDMENTS at a special meeting of the membership of Waterwood II Property Owner's Association, Inc., a corporation not for profit, on March 22, 1998.

IN WITNESS THEREOF, the undersigned, as officers of Waterwood II Property Owner's Association (A Corporation Not For Profit), and subscribers to these Amendments to Articles of Association have hereunto set their hands at Bartow, Polk County, Florida, this 9 day of November, 1998.

| SUBSCRIBERS                                                    | ADDRESS                                      |
|----------------------------------------------------------------|----------------------------------------------|
| <u>Albert C. Dobson</u><br>Albert C. (Clint) Dobson, President | 6106 Sourwood Way<br>Bartow, Florida 33830   |
| <u>Gregory R. Crum</u><br>Gregory R. Crum, Vice President      | 4916 Ironwood Trail<br>Bartow, Florida 33830 |
| <u>Barbara E. Andras</u><br>Barbara E. Andras, Secretary       | 6112 Sourwood Way<br>Bartow, Florida 33830   |

STATE OF FLORIDA  
COUNTY OF POLK

Personally appeared before me, a Notary Public authorized to take acknowledgments in the State and County set forth above, ALBERT C. (CLINT) DOBSON, GREGORY R. CRUM and BARBARA E. ANDRAS, known to me to be the persons who executed the foregoing AMENDMENTS TO ARTICLES OF ASSOCIATION OF WATERWOOD II PROPERTY OWNER'S ASSOCIATION and who acknowledged before me that they executed them for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this 9 day of November, 1998.

(NOTARIAL SEAL)

Michael G. Powell  
NOTARY PUBLIC - STATE OF FLORIDA  
My commission expires: Sept 29, 2001

