

N10000003814

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(Address)

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(City/State/Zip/Phone #)

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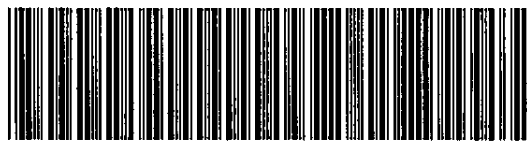
(Business Entity Name)

(Document Number)

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Restated

AH.

02-13-14

DC



FLORIDA DEPARTMENT OF STATE
Division of Corporations

January 24, 2014

W. WM. ELSWORTH, JR.
COUNSELLOR AT LAW
P. O. BOX 7667
LAKELAND, FL 33807-7667

SUBJECT: INDIAN CREEK PARK PROPERTY OWNERS' ASSOCIATION, INC.
Ref. Number: N10000003814

We have received your document and check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned to you for the following reason(s):

A certificate must accompany the Restated Articles of Incorporation setting forth one of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendments requiring member approval; OR (2) If the restatement contains an amendment requiring member approval, the date of adoption of the amendment by the members and a statement that the number of votes cast for the amendment was sufficient for approval.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Darlene Connell
Regulatory Specialist II

Letter Number: 614A00001686

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FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

W. Wm. Ellsworth, Jr.
Counsellor at Law

P O Box 7667
Lakeland, Florida 33807-7667
(863) 644-9197
Fax: (863) 644-2785

February 11, 2014

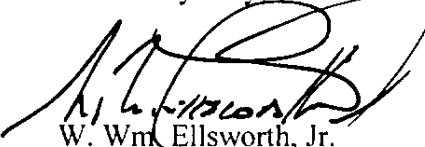
Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Indian Creek Park Property Owner's Association, Inc.
Document No. N10000003814
Filing - Restatement of Articles of Incorporation

Gentlemen:

Per your letter of January 24, 2014 (copy enclosed), the Restatement of Articles of Incorporation of the above in duplicate together with the Certificate required is hereby enclosed for filing per my letter of January 10, 2014 also enclosed.

Yours very truly,



W. Wm. Ellsworth, Jr.

W. Wm. Ellsworth, Jr.
Counsellor at Law

P O Box 7667
Lakeland, Florida 33807-7667
(863) 644-9197
Fax: (863) 644-2785

January 10, 2014

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL32314

Re: Indian Creek Park Property Owner's Association, Inc.
Document No. N10000003814
Filing - Restatement of Articles of Incorporation

Gentlemen:

Enclosed in duplicate is a Restatement of Articles of Incorporation of the above together with a filing fee of same for \$35.00 and an additional \$52.50 (totaling \$87.50) for the return of a certified copy of the Restatement when filed.

Yours very truly,

W. Wm. Ellsworth, Jr.

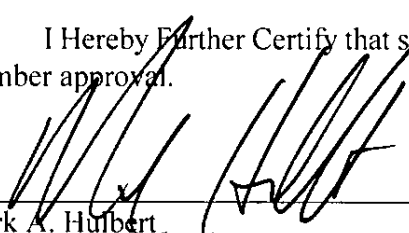
INDIAN CREEK PARK PROPERTY OWNERS' ASSOCIATION, INC.

CERTIFICATE FOR RESTATEMENT OF ARTICLES OF INCORPORATION

The undersigned, Mark A. Hulbert, is the President of record of Indian Creek Park Property Owners' Association, Inc. and a Member of the Board of Directors.

I Hereby Certify that on January 8, 2014 the Board of Directors of said Association; being 3 in number, at a Special Meeting called for that purpose adopted by unanimous vote a Restatement of the Articles of Incorporation of said Association to be effective as of January 1, 2014; a copy thereof being attached hereto and made a part hereof.

I Hereby Further Certify that said Restatement does not contain any Amendments requiring member approval.


Mark A. Hulbert

President & Director of Indian Creek Park Property Owners' Association, Inc.

Dated: February 11, 2014

FILED
14 FEB 13 PM 3:51
CLERK OF SUPERIOR COURT
COUNTY OF SHERIDAN

**RESTATEMENT OF ARTICLES OF INCORPORATION
OF
INDIAN CREEK PARK PROPERTY OWNERS' ASSOCIATION, INC.**

(A Corporation Not For Profit)

This Restatement is an Amendment in all respects to that Electronic Articles of Incorporation for Indian Creek Park Property Owners' Association, Inc. as filed on April 16, 2010 with the Secretary of State of Florida Document Number N10000003814.

This Restatement is for the purpose of coinciding these Articles of Incorporation with that Restatement of Restrictive Covenants and Conditions pertaining to those lots and tracts contained within Indian Creek Park Subdivision, Plat Book 153, Pages 40, 41 & 42, and Indian Creek Park South Subdivision, Plat Book 154, Pages 39 & 40, Public Records of Polk County, Florida, being recorded in Official Records Book 9134, Pages 1824-1839, inclusive, Public Records of Polk County, Florida.

This Restatement has been approved in all respects by the present Directors of Indian Creek Park Property Owners' Association, Inc. as are set forth herein and shall be effective January 1, 2014.

ARTICLE I

NAME

The name of this Association shall be INDIAN CREEK PARK PROPERTY OWNERS' ASSOCIATION, INC. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II

PRINCIPAL OFFICE, REGISTERED OFFICE AND AGENT

The street address of the principal registered office and resident agent of the Association, until changed by the Board of Directors, shall be 464 West Pipkin Road #1, Lakeland, Florida, 33813, and the name of the registered agent of the Association at that address is Mark A. Hulbert.

ARTICLE III

PURPOSES AND POWERS

1. The General Purposes and Powers for which the Association is formed are as follows:

The Association is chartered as a not-for-profit corporation under the laws of the State of Florida. Each lot or tract owner of Indian Creek Park and Indian Park South Subdivisions, herein referenced, including the present Owner(s) of said lot or tracts, is and will be a mandatory member of the Indian Creek Park Property Owners' Association, Inc., a Florida corporation not-for-profit, and will maintain membership in the Association as long as the lot or tract is owned. Said membership shall subject the present and future owner(s) of said lots or tracts as well as said lots or tracts to these Restrictive Covenants and Conditions in all respects together with any future amendments thereof.

Each lot or tract or property owner further agrees to maintain said membership in the Association in good standing and to abide by the Articles of Incorporation, By-Laws, Rules and Regulations of the Association as may be amended from time to time; however, no amendment shall be made as to either the Articles of the Incorporation, By-Laws, Rules and Regulations of the Association that will in any way exclude mandatory membership of each lot or tract owner of each Subdivisions referenced or affect the surface water management system of the Subdivisions as permitted by the Southwest Florida Water Management District, including the water management portions of the common property areas, and the requirement that the

Subdivisions' Property Owners' Association shall operate and maintain said surface water management system in accordance herewith, unless prior approval thereof is obtained from the Southwest Florida Water Management District.

On-site wetland mitigation, if any, as defined by the District which requires on-going monitoring and maintenance shall also require the Association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the District's Permit. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities. If the Association ceases to exist, all of the lot or tract owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Southwest Florida Water Management District General Management Surface Water Permit as issued for the Subdivisions, unless and until an alternate entity assumes responsibility.

The Property Owners' Association is empowered:

1. To enforce those Restrictive Covenants and Conditions pertaining to the Subdivisions either for its own account or in conjunction with lot or tract owners, and to enact Rules of Usage and regulations pertaining to any parcel of real property or easement that may be conveyed to the Association for the common use of all members, and to act, when required, as an architect approval committee.

2. To modify those Restrictive Covenants and Conditions on a reasonable basis to prevent undue hardship in the placement of any structures upon any lot or tract in regard to lot or tract-line setback requirements, minimum ground floor square footage of any residence, and/or the placement of garages with a side-yard entrance. In this regard, it may not modify said Restrictive Covenants and Conditions so as to diminish those minimum square footage residential requirements pertaining to said lots or tracts as contained therein. It shall also have the power to enact Rules of Usage for those Easements, and if deemed necessary, to diminish the width of any Easement so noted.

3. To manage, construct, repair, maintain and/or improve all drainage easements; all drainage retention/detention easements; and/or all other easements which are for the use and benefit of all property owners of the Subdivisions as shown and contained within said Plats thereof or dedicated herein. Maintenance and/or improvements shall also include any fences and/or walls, hedges and landscaping areas with or without irrigation attributable thereto and within and/or adjacent to said drainage retention/detention easements and/or as otherwise noted on the Plats of the Subdivisions or dedicated herein. In this regard, the Association shall perpetually operate and maintain said drainage easements and/or drainage retention/detention easements as common property in accordance with the surface water management system of the Subdivisions as permitted by the Southwest Florida Water Management District which shall include and not be limited to culverts and related appurtenances. It shall have a perpetual easement and/or license of entry over any lot or tract within the Subdivisions for these purposes.

4. To manage, construct, maintain, repair and/or improve for the use of its members and their guests and/or invitees all improvements now upon or to be placed (whether by either the present Owner(s) and/or Indian Creek Property Owners' Association, Inc.) on common areas of use including but not limited to Tracts A, B, and C of Indian Creek Park Subdivision and Tract T of Indian Creek Park South Subdivision, and the Private Roadways designated on the Plats of the Subdivisions, security walls, gates, gate house with mail receptacles along the Subdivisions' entrance from Indian Sky Circle, security walls, fencing, and/or hedging within and along a portion of the perimeters of the Subdivisions' signage; private lighting; all landscaping and irrigation pertaining thereto now upon or to be placed on common areas of use and along and at the Subdivisions' entrance from Indian Sky Circle and all Roadways within the Subdivisions thereof as well as storm water drainage and retention/detention easements within the Subdivisions and all utilities used by the Association and its members in common areas of use. In this regard, it shall have a perpetual easement and/or a license of entry over any

lot or tract for the purposes of maintenance, construction and/or repair for these uses herein set forth.

5. To manage the affairs of the Association in all respects, including, but not limited to, maintaining an Association office, the hiring and/or retaining of necessary employees, secretarial services and/or management services.

6. To place easements of record, if necessary, for utility and/or drainage along any lot or tract line in the Subdivisions (the lot or tract owners of which are members of this Association) and to construct and/or maintain same. In this regard, it shall have the right to construct and/or maintain a water well(s) within the common areas of the Subdivisions together with distribution lines therefrom for the purpose of providing landscaping irrigation.

7. To maintain security within the Subdivisions. It shall have the right, but not the duty, to enunciate a Neighborhood Crime Watch Security Program or other similar program for the Subdivisions.

8. To obtain insurance at its discretion for loss purposes, whether for casualty or liability, covering all real properties, easements and/or improvements thereupon in the Subdivisions and used in conjunction with and/or the purpose of this Association and its members in common including, but not limited to, walls, fencing, security gates, and gate house at the Subdivisions' entrance or within the Subdivisions, drainage easements and drainage retention/detention easements as shown upon the Plats of the Subdivisions, and/or all property of the Association, as well as Officers, Directors, and Committee members and Employees of the Association. Further, it may bond, if desired, Officers, Directors and Employees of the Association.

9. To pay utilities together with real estate taxes and assessments, if any, attributable to the properties and/or improvements within the Subdivisions which are owned and/or being maintained by the Association. In this regard, the Association shall pay those utility costs attributable to street and security lighting and poles within the Subdivisions until such time that the lot/tract owners of the Subdivisions shall be assessed those utility costs via a special lighting assessment ordinance enacted by Polk County, Florida, or otherwise.

10. It shall have the right, but not the duty, to maintain improved or unimproved lots or tracts within the Subdivisions where the lot/tract owner has failed to maintain same in keeping said lot or tract free and clear of debris, litter, trash and/or unsightly weeds and to assess the costs thereof against said lot or tract owner. It shall have an easement and/or license of entry over any lot or tract within the Subdivisions for the purposes of this maintenance.

11. To convey for cash, terms and/or exchange Association property; to rent Association property, to acquire property for the ownership, use and benefit of the Association and/or its members either by purchase or otherwise, 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; to require all lot or tract owners within the Subdivisions to become and continually be members of the Association; and to transact any and all lawful business.

12. To determine, prepare, deliver notice of and collect assessments from the Association members for the purposes of the foregoing and to enforce liens for such assessments uncollected against a lot or tract owner's lot or tract within the Subdivisions, with interest, costs and attorney's fees, by legal action, if necessary.

13. To accept from the present Owner(s) and/or its assigns those grants, conveyances and/or dedications so reserved by the present Owner(s) and/or its assigns as enumerated in those Restrictive Covenants and Conditions for its use and benefit. To accept as the operation entity the transfer of the surface water management system of the Subdivisions as permitted by the Southwest Florida Water Management District.

14. 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; the Articles of

ARTICLE IV

MEMBERS

1. Each lot or tract owner of Indian Creek Park Subdivision, Plat Book 153, Pages 40, 41 & 42, and Indian Creek Park South Subdivision, Plat Book 154, Pages 39 & 40, Public Records of Polk County, Florida, shall be a mandatory member of the Association.
2. Each lot or tract owner hereinafter referenced upon acquisition of a lot or tract shall be liable and obligated to pay on a prorated basis from the date of acquisition to the Association the current annual property improvement and management assessment covering the cost of maintenance, improvement and operation of the various common areas under control of the Property Owners' Association herein above referenced which are for the private use and benefit of the lot or tract owners and/or any current special assessments that may be made from time to time as necessary for those purposes. Each lot or tract that has membership in the Association shall bear equal portions of each annual and/or special assessments regardless of location, dimension or size. Excluded from the payment of said annual and/or special assessments are lots or tracts owned by the present Owners, Indian Creek Park, Inc., New Vision, LLC, Hulbert Homes, Inc. and Heland, Inc. until title thereof is transferred to a third party other than a related entity; however, when residential building commences upon a lot or tract acquired by a related entity (unless for the immediate purpose in use as a model home or for sale to a third party) or when a residence built by the present Owner(s) or a related entity thereof is occupied in use as such whether rented or otherwise said lot or tract shall not be excluded from any payment of any annual and/or special assessments.
3. Each lot or tract as a member of the Association at all Association membership meetings, if in good standing, shall be entitled to one vote for each lot or tract owned; however, a lot or tract owner of two or more contiguous lots or tracts may upon building a single-family private residence upon said lots or tracts (where the placement of said residence prohibits construction of an additional residence thereupon) choose to limit membership as a multiple lot/tract owner to one membership. The choice shall be in writing, shall be directed to the Association and may be made at the time of obtaining a certificate of occupancy therefore from the appropriate governmental entity. Said choice shall not entitle the multiple lot or tract owner a rebate of the initial membership fee per lot or tract and/or a proration refund of any assessments per lot or tract paid in advance; however, thereafter all contiguous lots or tracts so utilized shall be treated as one lot or tract for the purpose of assessment and membership in the Association hereunder. Nevertheless, should after said election a contiguous lot or tract upon which a single-family private residence has not been constructed shall be conveyed to a third-party, then and in that event, said subsequent lot or tract owner from the date of said conveyance shall be deemed a member of the Association and subject as other lot or tract owner members to all annual and special assessments of the Association for the purposes herein stated; current fiscal year assessments being prorated as of the date of said conveyance.
4. There shall be a \$800 initial membership fee per lot or tract payable to Indian Creek Park Property Owners' Association, Inc. upon lot or tract acquisition from the present Owners who shall not be required to pay said initial membership fee, and transfers of a lot or tract to a related party shall also be excluded from said payment. The initial membership fees paid to the Association upon lot or tract acquisition from the present Owners shall be used for the payment of expenses by and/or reimbursements therefore from the Association necessary for the purposes of its operation and responsibilities which shall include, but not limited to, maintaining the common areas within the Subdivisions, maintaining the corporation as required by the State of Florida, filing its annual tax returns, paying its property taxes and utility

expenses (including street lighting), maintaining its insurance coverage, opening and maintaining its bank account, and the repayment of any interim loan(s) made by the present Owners in order to fund the Association's obligations in this regard.

5. During the month of November in each year, commencing in 2014, the Board of Directors of the Association shall establish an annual assessment for the Association for each lot or tract membership in the Association. Each annual assessment shall be payable in advance on or before the last day of November of each succeeding year with the initial annual assessment payable on or before the last day of November for the fiscal year, November 1, 2014 - October 31, 2015, and likewise, for each fiscal year thereafter. Notwithstanding the foregoing, the annual assessment for the Association to be established by the Board of Directors as hereinabove set forth until that called initial membership meeting of the members of the Association in 2016 as set forth in paragraph 22.B.6 of said Restrictive Covenants and Conditions hereinabove referenced shall not exceed \$1,200 for any ensuing fiscal year payable by any lot or tract ownership. Any lots or tracts owned by the present Owners and unconveyed (unless a residence is built upon a lot or tract owned by the present Owners and rented or a lot or tract is acquired by a related entity, and if so acquired, until a residence is built thereupon) shall be excluded from annual and/or special assessment(s) until acquisition of a lot or tract from the present Owners upon which event the subsequent lot or tract owner shall in addition to the payment of the initial membership fee also be obligated at that time to pay said lot's or tract's prorata share as of the date of acquisition of any current annual and/or special assessments. Otherwise, there shall be no proration, except as between lot or tract owners, of any assessments, and any unpaid assessments due at any time shall be and become the obligation of a new lot or tract owner upon purchase of said lot or tract. The amount of an annual 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 Board of Directors.
6. During the month of November in each year, commencing in 2016 or sooner, the Board of Directors of the Association shall call an initial meeting and thereafter shall call annual meeting(s) during each subsequent November of the membership of the Association for the purpose of electing members of the Board of Directors of the Association; establishing the amount of the Association's annual maintenance, improvement and operation assessment for its fiscal year commencing November 1st; and conducting old and new Association business for the ensuing fiscal year. Said call (or that for any other Association meeting) 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 or tract owners at the last addresses for said owner shown on the books and recorded by the Association or to the lot or tract owner's addresses as shown on the books and recorded by the Association or to the lot or tract owner's addresses as shown on the Polk County Tax rolls. The annual election of the Board of Directors of the Association, 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 in person or represented by proxy at said meeting.
7. 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 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.

ARTICLE V **VOTING**

The Association shall have one class of voting membership made up of all lot or tract owners as outlined in Article III. Each member shall be entitled to one vote for

each lot or tract owned with the exception of a lot or tract owner of two or more contiguous lots or tracts upon which a single-family private residence has been constructed upon said lots as set forth in Article IV; provided, however, that said lot or tract shall not be delinquent at the time that a vote shall be taken as to any assessments attributable to the lot or tract as provided herein. When more than one person or entity holds an ownership interest in any lot or tract, all such persons shall be members; however, any vote of such lot or tract shall be exercised as such members may determine among themselves 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 or tract.

ARTICLE VI

MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President and Secretary/Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the meeting of the Board of Directors immediately following the initial membership meeting of the Association in 2016, or sooner, and likewise annually thereafter. 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 offices, the duties of which are not incompatible. The Board of Directors and/or President may from time to time appoint committees of the Association whose members need not be Association members for advisory purposes to the Board of Directors and/or officers of the Association, as the case may be.

No member of the Board of Directors or any officer or any committee member of the Association shall be personally liable to any member 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; provided that such person had acted in good faith, without willful or intentional misconduct based upon such information that person may have possessed.

ARTICLE VII

LIENS

The Association shall be empowered through its officers and/or Board of Directors to place a charging lien against a lot or tract owner's lot or tract within the Subdivisions for nonpayment of such assessments, charges and/or costs that have been properly made hereunder and in accordance with these Articles of Incorporation, the By-Laws, Rules and Regulations of the Association, and to prosecute said lien through civil action for foreclosure against the lot or tract owner's lot or tract in accordance with the laws of the State of Florida. Removal of said lien shall require the lot or tract owner to pay said lien amount in full, including interest at the lawful rate allowed by law, 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 or tract whether originating before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage, on any lot or tract and taking tide therein after default through foreclosure or otherwise, shall have no obligation for the 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 or tract; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot or tract until it shall have been paid in full in accordance herewith.

ARTICLE VIII

OFFICERS

The names of the present Officers to these Articles of Incorporation and who are to serve until the first election of Officers by the Board of Directors are:

Mark A. Hulbert	-	President
Linda D. Hulbert	-	Vice-President
Jessica M. Hall	-	Secretary/Treasurer

ARTICLE X

DIRECTORS

1. The Association shall have three (3) directors initially. Thereafter, at the initial membership meeting of the Association in 2016, or sooner, the number of Directors may be either increased or diminished from time to time (but shall never be less than three (3)) and elected by a majority of the membership present at any authorized meeting.

2. The names and addresses of the persons who are present members of the Board Directors are:

Mark A. Hulbert	-	P.O. Box 6254, Lakeland, FL, 33807
Linda D. Hulbert	-	P.O. Box 6254, Lakeland, FL, 33807
Jessica M. Hall	-	P.O. Box 7667, Lakeland, FL, 33807

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

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

5. The Board of Directors shall see that all assessments shall be assessed equally against all lot or tract owners as outlined in Article IV. Where there are multiple owners of any lots or tracts, such owners shall be jointly and severally liable for the payment of all assessments.

6. The Board of Directors, from time to time, may adopt By-Laws of the Association as well as membership Rules and Regulations which may be amended or rescinded by them. In addition, any By-Law, Rule and/or Regulation so adopted may be amended, modified or rescinded at any Association meeting by a majority vote of the members present.

7. 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 or her predecessor.

ARTICLE X

AMENDMENTS

The Association through its membership shall have the right to amend, modify and/or rescind any or all of the Restrictive Covenants and Conditions pertaining to Indian Creek Park

Subdivision and Indian Creek Park South Subdivision as recorded in Official Record Book 9134, Pages 1824 - 1839, inclusive, Public Records of Polk County, Florida, by amendment, modification and/or rescission thereof upon the written direction of 75% or more of the membership in the Association.

Other than the foregoing right of the membership to amend, modify and/or rescind said Restrictive Covenants and Conditions pertaining to Indian Creek Park Subdivision and Indian Creek Park South Subdivision hereinabove referenced, other amendments to these Articles of Incorporation may be approved by the Board of Directors, proposed by them to the members, and approved at any meeting by a two-thirds (2/3) vote of the members present, provided that no less than ten (10) days notice by mail shall have been given to all members, setting forth the proposed amendment(s), modification(s) and/or rescission(s) to these Articles of Incorporation.

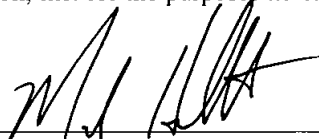
However, notwithstanding the foregoing, no amendment, modification, and/or rescission to those Restrictive Covenants and Conditions recorded in Official Records Book 9134 Pages 1824 - 1839, inclusive, Public Records of Polk County, Florida or these Articles of Incorporation may be made that would in any way exclude mandatory membership of each lot or tract owner of the Subdivisions or affect the surface water management system of the Subdivisions, including the water management portions of the common areas contained therein, and the requirement that the Association shall operate and maintain said surface water management system as permitted by the Southwest Florida Water Management District, unless prior approval thereof is obtained from the Southwest Florida Water Management District.

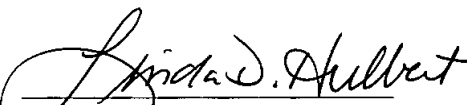
ARTICLE XI

TERM

This Association shall have perpetual existence; however, if the Association shall become dissolved by law, or otherwise, and not reinstated in accordance with the laws of the State of Florida, then and in that event, the drainage easements and/or drainage retention/detention easements as shown on the Plats of Indian Creek Park Subdivision and Indian Creek Park South Subdivisions as herein referenced, shall be conveyed by the last surviving member(s) of the Board of Directors of the Association or their successors to an appropriate governmental agency or public utility; and if not accepted, then the surface water management system facilities of the Subdivisions shall be then dedicated and/or conveyed to a similar non-profit corporation chartered under the laws of the State of Florida by the members hereof for the purposes herein set forth.

IN WITNESS WHEREOF, the undersigned members of the Board of Directors of Indian Creek Park Property Owners' Association, Inc. have executed this Restatement of Articles of Incorporation of Indian Creek Park Property Owners' Association, Inc. for the purposes herein intended which shall be effective January 1, 2014.


Mark A. Hulbert


Linda D. Hulbert


Jessica M. Hall