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**FLORIDA PROFIT/NON PROFIT CORPORATION**  
The Enclave of Lake Arietta Homeowners' Association,

Certificate of Status	0
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Page Count	38
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21 JUN 14 AM 1:02

2021 JUN 14 PM 12:45

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ARTICLES OF INCORPORATION  
OF  
THE ENCLAVE OF LAKE ARIETTA  
HOMEOWNERS' ASSOCIATION, INC.

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21 JUN 14 AM 1:02  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The undersigned hereby associate themselves for the purpose of forming a corporation not-for profit under Chapter 617 and Chapter 720, Florida Statutes, and certify as follows:

ARTICLE I

The name of the corporation shall be: The Enclave of Lake Arietta Homeowners' Association, Inc., which corporation shall hereinafter be referred to as the "Association." The Association is NOT a condominium Association under Chapter 718, Florida Statutes.

ARTICLE II  
Principal Office

The principal office and mailing address of the Association shall be 2101 NW 33<sup>rd</sup> Street, Suite 2800A, Pompano Beach, FL 33069, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be designated by the Board of Directors.

ARTICLE III  
Definitions

Unless otherwise provided herein to the contrary, all capitalized terms used herein shall have the same definitions as those set forth in that certain Declaration of Covenants and Restrictions for Association (said declaration as may be amended from time to time is hereinafter referred to as the "Declaration of Covenants and Restrictions" or "Declaration"), recorded or to be recorded by The Enclave of Lake Arietta Development, LLC, a Florida limited liability company, in the Public Records of Polk County, Florida, as same may be amended from time to time, unless the context requires otherwise.

ARTICLE IV  
Purpose

This Association does not contemplate pecuniary gain or profit to its Members, and is formed for the purpose of providing for the maintenance, preservation and architectural control of the Lots and Common areas within that certain tract of land more particularly described in the Declaration and to promote the health, safety and welfare of the residents within the Association and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

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The purpose and objects of the Association shall be to administer the operation and management of the improvements and common amenities to be located on certain property in Polk County, Florida, legally described as:

See Exhibit "A" attached hereto  
("Property")

Such operation and management shall be in contemplation of and pursuant to the Declaration of Covenants and Restrictions of the Enclave Subdivision to be filed as amended from time to time, as the same are recorded in the Public Records of Polk County, Florida. The Association shall 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 same in order to foster a harmonious living environment for the residents of the forty-one (41) single-family Lots ("Lot") to be constructed on the property hereinabove described, hereinafter referred to as the "Property."

#### ARTICLE V

##### Powers

The Association shall have the following powers:

1. The Association shall have all of the powers that are reasonably necessary and convenient to implement the purposes of the Association, as hereinabove set forth including, but not limited to, the following:

1.1. To make, establish and enforce reasonable rules and regulations governing the use of the Property pursuant to the Declaration of Covenants and Restrictions.

1.2. To make and collect assessments against the members of the Association to defray the costs, expenses and losses incident to the Property and the Association pursuant to the terms of the Declaration of Covenants and Restrictions the Articles and By-Laws.

1.3. To use the proceeds of assessments in the exercise of its powers and duties.

1.4. To undertake the maintenance, repair, replacement and operation of the driveways and common amenities of the Property and the property owned or leased by the Association for the benefit of its members.

1.5. To purchase insurance upon the Property and insurance for the protection of the Association and its members.

1.6. To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, these Articles of Incorporation, the By-Laws of the Association and the rules and regulations for the use of the Property.

1.7. To contract for the management, maintenance, repair and replacement of the improved streets and common amenities and the Property, in general.

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1.8. To employ personnel and/or independent contractors necessary to perform the services required for the proper operation of the business of the Association.

1.9. To borrow money on behalf of the Association as needed.

1.10. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, repair, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property, buildings, improvements, fixtures, in connection with the affairs of the Association; and

1.11. Dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No such dedication or transfer shall be effective without obtaining consent of two-thirds (2/3) of the Members of the Association to such dedication, sale or transfer, in writing or by a vote at a duly called meeting of the Association and unless prior written consent is obtained from the Declarant, for so long as the Declarant owns at least one (1) Lot in the Property.

1.12. Grant easements on or through the Common Areas or any portion thereof subject to the terms and provisions of the Declaration of Covenants and Restrictions, and to grant waivers or variances for encroachments into set-back lines or requirements and other matters, for good cause shown, in the discretion of the Board; and

1.13. Purchase insurance upon the Property or any part thereof and insurance for protection of the Association, its officers, directors and Owners subject to the terms and provisions of the Declaration of Covenants and Restrictions; and

1.14. All powers set forth in Chapter 617 and Chapter 720 Florida Statutes not otherwise set forth herein.

2. All funds and the titles to all properties acquired by the Association and the proceeds thereof shall be held in trust for the members in accordance with the provisions of the Declaration of Covenants and Restrictions.

3. The Association shall make no distribution of income (in the form of dividends) to its members, directors or officers.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the By-Laws of the Association (the "Governing Documents").

5. The powers of the Association shall be subject to and exercised in accordance with the provision of the Governing Documents. The Association shall have all of the powers and duties permitted by law, except as limited by the Governing Documents, and all of the powers and duties reasonably necessary to operate the Association.

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## ARTICLE VI Members

1. The members of the Association shall consist of all of the record owners of the forty-one (41) Lots located on the Property.

2. Transfer of membership in the Association shall be established by the recording in the Public Records of Polk County, Florida, of a deed establishing a record title to a Lot and the delivery to the Association of a certified copy of such instrument; and the owner or owners designated by such instrument shall thereby become a member or members of the Association. The membership in the Association of the prior owner or owners shall thereby be simultaneously terminated. Membership shall be subject to the Declaration of Covenants and Restrictions, and shall be restricted to the categories provided for therein and no other Members shall be admitted.

3. The share of a member in the funds and the assets of the Association cannot be assigned, hypothecated and/or transferred in any manner, except as an appurtenance to a Lot.

4. The members of the Association, singularly or collectively, shall be entitled to only one (1) vote for each Lot owned by them, respectively. The exact manner of exercising the voting rights when there are two (2) or more owners of a Lot shall be determined by the By-Laws and the Declaration of Covenants and Restrictions of the Association. The Directors of the Association may, after affording the Member an opportunity to be heard, suspend any person from voting and use of all or a portion of the facilities of the Association (except ingress and egress to such Member's Lot) during any period of time when there exists a violation by such Member of any provisions of the Declaration (including, but not limited to, the failure to make any payment of assessments, or otherwise, to the Association, when such payments are due and payable).

5. The foregoing is not intended to include persons or entities who hold an interest in a Lot merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

6. Any Person owning more than one Lot shall be entitled to cast the aggregate number of votes attributable to all Lots owned.

## ARTICLE VII Directors

1. The affairs of the Association shall be managed by a Board consisting of the number of directors as shall be determined by the By-Laws of the Association, but such number shall not be less than three (3). In the absence of a determination as to the number of members, the Board of Directors shall consist of three (3) directors.

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2. The directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws and the Declaration of Covenants and Restrictions.

3. The Developer shall appoint the members of the first Board and their replacements, for so long as Developer is entitled to exercise all voting rights as set forth in the Declaration of Covenants and Restrictions, unless such control is sooner relinquished by the Developer, in its sole discretion, who shall hold office for the periods described in the By-Laws and the Declaration of Covenants and Restrictions. The first election of the majority directors by the membership of the Association shall be held within three (3) months from the date the developer of the Property, The Enclave of Lake Arietta Development, LLC, a Florida limited liability company, ("Developer") shall have conveyed a total of thirty-seven (37) Lots of Members.

4. The directors herein named shall serve until the first election of the directors by Association members, and any vacancies in their numbers occurring before the first election shall be filled as set forth in the By-Laws and the Declaration of Covenants and Restrictions.

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

<u>Name</u>	<u>Address</u>
Edward Cannatelli	2101 NW 33 <sup>rd</sup> Street, Suite 2800A Pompano Beach, FL 33069
Frank Pesce	2101 NW 33 <sup>rd</sup> Street, Suite 2800A Pompano Beach, FL 33069
Bruce Herman	3020 NE 32 <sup>nd</sup> Avenue, Suite 226 Fort Lauderdale, FL 33308

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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#### ARTICLE VIII Officers

The affairs of the Association shall be administered initially by the officers named in these Articles of Incorporation. After the Developer has relinquished control of the Board of Directors, the officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and such officers shall serve at the pleasure of the Board of Directors. The names and address of the officers who shall serve until their successors are designated by the Board of Directors elected by the membership of the Association, are as follows:

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Name and AddressOffice

Edward Cannatelli

President

Frank Pesce

Vice President/Secretary/Treasurer

ARTICLE IX  
Indemnification

1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to or be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including reasonable attorneys' fees at all judicial levels), judgments, fines and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding, unless: (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding that he had reasonable cause to believe this conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, have reasonable cause to believe that his conduct was unlawful.

2. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Paragraph 1 of this Article IX, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorney's fees) actually and reasonably incurred by him in connection therewith. Any costs or expenses incurred by the Association in implementing any of the provision of this Article IX shall be fully assessable against Owners as Common Expenses of the Association.

3. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon the receipt of any undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as authorized in the Article IX.

4. Miscellaneous. The indemnification provided by this Article IX shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has

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ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representative of such person.

5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provision of this Article.

6. Amendment. Anything to the contrary contained herein notwithstanding the provisions of this Article IX may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

#### ARTICLE X By-Laws

The first By-Laws of the Association shall be adopted by the Board of Directors named herein, and the same may be altered, amended or rescinded in the following manner:

1. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by either:

1.1. Not less than twenty-eight (28) of the Lot Owners; or

1.2. By all the directors, until the first election of directors.

#### ARTICLE XI Amendments

Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. A resolution approving a proposed amendment may be proposed by either the Board of Directors or by any one or more members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their respective approvals in writing, provided such approval is delivered to the Secretary of the Association at or prior to the meeting.

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TALLAHASSEE, FLORIDA

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3. Except as elsewhere provided, such approvals must be by not less than twenty-eight (28) members of the Association.

4. A copy of each amendment to the Articles of Incorporation, as approved, shall be filed with the Office of the Secretary of State and recorded in the Public Records of Polk County, Florida, and the same shall have attached thereto a description of the Property.

5. Notwithstanding the foregoing provisions of this Article XI, until The Enclave of Lake Arietta Development, LLC, a Florida limited liability company, or its successor (the "Developer" or the "Declarant") has relinquished control of the Association as hereinabove provided, no amendments of these Articles shall be adopted or become effective without the prior written consent of the Developer, its successors or assigns. Furthermore, the Developer may adopt an amendment without the approval of the Association or any Lot Owner so long as the Developer owns at least four (4) Lots.

6. No amendment shall make any changes in the qualifications for membership, not in the voting rights or property rights of Members, nor any changes in Article V or Article IX of these Articles, entitled "Powers" and Indemnification", respectively, without the approval in writing of all Members. No amendment shall be made that is in conflict with the Declaration or By-Laws, nor shall any amendment make changes which would in any way affect the rights, privileges, powers or options herein provided in favor of or reserved to the Developer, or an affiliate of the Developer, unless the Developer shall join in the execution of the amendment. No amendment to this Paragraph 6 of Article XI shall be effective without the joinder or written consent of the Developer, as long as the Developer owns any real property encumbered by the Declaration.

7. Notwithstanding anything to the contrary contained herein, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone. The Declarant shall therefor have the right to amend these Articles for the same reasons and in the same manner as the Declarant alone. The Declarant shall therefore have the right to amend these Articles for the same reasons and in the same manner as the Declarant could amend the Declaration.

8. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded among the Public Records of Polk County, Florida.

#### ARTICLE XII

##### Term

This Association shall have perpetual existence.

#### ARTICLE XIII

##### Incorporator

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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The name and post office address of the Incorporator of these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Bruce Herman	3020 NE 32 <sup>nd</sup> Avenue, Suite 226 Fort Lauderdale, FL 33308

ARTICLE XIV  
Resident Agent

The initial resident agent of the Association shall be:

<u>Name</u>	<u>Address</u>
Bruce Herman	3020 NE 32 <sup>nd</sup> Avenue, Suite 226 Fort Lauderdale, FL 33308

ARTICLE XV  
Initial Address

The initial address of the Association shall be:

2101 NW 33<sup>rd</sup> Street, Suite 2800A  
Pompano Beach, FL 33069

ARTICLE XVI  
Self Dealing, Validity of Agreement and Waiver of Claims

1. No contract, agreement or undertaking of any sort between the association and any entity or individual shall be invalidated or affected by reason that the Association, its directors, officers, Members, the Declarant, its agents or employees hold a financial interest in or with the individual or entity.

2. By acquisition of a Lot or Unit any interest therein, within the Property, each and every individual or entity, of whatsoever kind or nature, thereby waives any claim for damages or other relief grounded in tort, contract or equity arising out of the negotiation, execution, performance and enforcement of contracts, agreements or undertakings described above, that may accrue at the time of purchase of thereafter against the Association, its directors, officers, Members, the Declarant/Developer, tis agents and employees.

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TALLAHASSEE, FLORIDA

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ARTICLE XVII

Dissolution

The Association may be dissolved by a unanimous vote of Members at any regular or special meeting; provided, however, that the proposed action is specifically set forth in the notice of any such meeting, and that so long as the Declarant owns one (1) or more Lots in the Project, the Declarant's written consent to the dissolution of the Association must first be obtained.

IN WITNESS WHEREOF, the undersigned, constituting the Incorporator of this Association has executed these Articles of Incorporation, for the purpose of forming this corporation under the laws of the State of Florida, this 30 day of March, 2021.

(signature appears on following page)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal and acknowledgment to the foregoing Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 2021, which Articles shall be filed in the Office of the Secretary of State.

Signed, sealed and delivered in the presence of:

Carol A. Carlsen  
Witness Signature

Bruce Herman, Incorporator

CAROL A. CARLSEN  
Print Name

Don Kemp  
Witness Signature

Lisa Finn  
Print Name

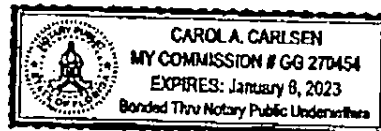
State of Florida

County of Broward

The foregoing instrument was acknowledged before me this 30 day of March 2021, by Bruce Herman on behalf of the corporation. He has produced \_\_\_\_\_ as identification or is personally known to me and did not take an oath.

Carol A. Carlsen  
Signature of Notary Public

(Print, type or stamp name of Notary Public and Commission No.)



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STATE OF FLORIDA  
DEPARTMENT OF STATE

Certificate Designating Place of Business or  
Domicile for the Service of Process Within This State,  
Naming Agent Upon Whom Process May be Served  
and Names and Addresses of the Officers and Directors.

The following is submitted, in compliance with Chapter 48.091, Florida Statutes:

The Enclave of Lake Arietta Homeowners' Association, Inc., a not-for-profit corporation organized (or organizing) under the laws of the State of Florida, with its principal office at 2101 NW 33<sup>rd</sup> Street, Suite 2800A, in the City of Pompano Beach, County of Broward, State of Florida, has named Bruce Herman, located at 3020 NE 32<sup>nd</sup> Avenue, Suite 226, Fort Lauderdale, FL 33308, as its agent to accept service of process within this state.

## OFFICERS:

<u>Name/Title</u>	<u>Specific Address</u>
Edward Cannatelli President	2101 NW 33 <sup>rd</sup> Street, Suite 2800A Pompano Beach, FL 33069
Frank Pesce Vice President/Secretary/Treasurer	2101 NW 33 <sup>rd</sup> Street, Suite 2800A Pompano Beach, FL 33069

By: Edward Cannatelli, President  
(corporate director)

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SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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ACCEPTANCE:

CERTIFICATE OF DESIGNATION  
OF  
REGISTERED AGENT AND REGISTERED OFFICE

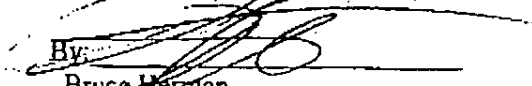
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SECRETARY OF  
TALLAHASSEE

Pursuant to the provisions of Section 617.0501, Florida Statutes, as amended, the corporation named below, organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida, as follows:

1. The name of the corporation is The Enclave of Lake Arietta Homeowners Association, Inc.
2. The name and address of the registered agent and registered office of the corporation for service of process within the State of Florida are: Bruce Herman, 3020 NE 32<sup>nd</sup> Avenue, Suite 226, Fort Lauderdale, FL 33308.

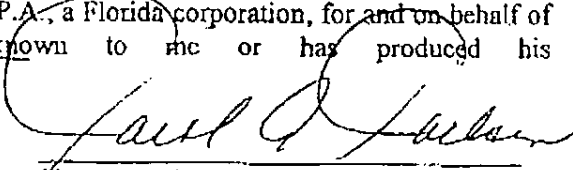
HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, THE UNDERSIGNED HEREBY ACCEPTS THE APPOINTMENT AS REGISTERED AGENT AND AGREES TO ACT IN SUCH CAPACITY. THE UNDERSIGNED FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF THE DUTIES OF THE UNDERSIGNED RELATING TO THE DESIGNATION HEREIN, AND THE UNDERSIGNED IS FAMILIAR WITH AND ACCEPTS THE OBLIGATIONS OF ITS POSITION AS REGISTERED AGENT.

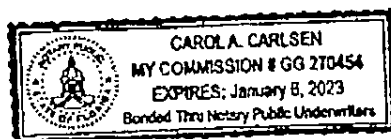
THE HERMAN LAW GROUP, P.A.

By:   
Bruce Herman  
(Registered Agent)

State of Florida  
County of Broward

The foregoing instrument was acknowledged before me this 30 day of March <sup>2021</sup> 2020 by Bruce Herman, of The Herman Law Group, P.A., a Florida corporation, for and on behalf of the corporation, who is personally known to me or has produced his as identification

  
Signature of Notary Public



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LEGAL DESCRIPTION  
EXHIBIT "A"21 JUN 14 AM 11:31  
SECRETARY OF  
TALLAHASSEE

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BEING A PORTION OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ AND THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 25 EAST, LYING IN POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:-

BEGIN AT THE NORTH ¼ CORNER OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA; THENCE SOUTH 00°19'26" EAST, ALONG THE WEST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33, A DISTANCE OF 15.00 FEET TO A POINT ON A LINE PARALLEL AND 15 FEET SOUTH OF THE NORTH LINE OF NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33; THENCE SOUTH 89°38'34" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 150.00 FEET; THENCE NORTH 00°19'26" WEST, A DISTANCE OF 15.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33; THENCE SOUTH 89°38'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,165.30 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33; THENCE SOUTH 00°12'15" WEST ALONG THE EAST LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33, A DISTANCE OF 1,331.54 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33; THENCE NORTH 89°40'11" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33, A DISTANCE OF 1,303.01 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 33, SAID POINT ALSO BEING IN SOUTHEAST CORNER OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 33; THENCE NORTH 89°40'33" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 33, A DISTANCE OF 287.13 FEET; THENCE NORTH 00°53'22" EAST, A DISTANCE OF 989.35 FEET; THENCE SOUTH 89°06'38" EAST, A DISTANCE OF 84.75 FEET; THENCE NORTH 13°22'52" EAST, A DISTANCE OF 352.86 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST ¼ OF THE NORTHWEST OF SAID SECTION 33; THENCE SOUTH 89°38'34" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 97.83 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT ANY PORTION THEREOF LYING EAST OF THE WEST SHORELINE OF LAKE ARIETTA.

TOGETHER WITH EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS FOLLOWS:

BEING A PORTION OF THE NORTHEAST ¼ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 25 EAST, LYING IN POLK COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTH QUARTER (1/4) CORNER OF SECTION 33, TOWNSHIP 27 SOUTH, RANGE 25 EAST; THENCE NORTH 89°38'34" WEST, ALONG THE NORTH LINE

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OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 33, A DISTANCE OF 97.83 FEET;  
THENCE, DEPARTING SAID NORTH LINE, RUN SOUTH 13°22'52" WEST, A DISTANCE OF  
352.86 FEET; THENCE NORTH 89°06'38" WEST, A DISTANCE OF 84.75 FEET; THENCE  
SOUTH 00°53'22" WEST, A DISTANCE OF 544.74 FEET FOR A POINT OF BEGINNING;  
THENCE CONTINUE SOUTH 00°53'22" WEST, A DISTANCE OF 444.61 FEET TO A POINT  
ON THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4) OF THE NORTHWEST  
QUARTER (1/4) OF SAID SECTION 33; THENCE NORTH 89°40'15" WEST, ALONG  
SAID SOUTH LINE, A DISTANCE OF 995.05 FEET TO A POINT ON THE EASTERLY  
RIGHT-OF-WAY LINE OF BERKLEY ROAD (COUNTY ROAD NO. S-655) (A VARIABLE  
WIDTH RIGHT-OF-WAY); THENCE NORTH 00°53'22" EAST, ALONG SAID EASTERLY  
RIGHT-OF-WAY LINE, A DISTANCE OF 180.01 FEET; THENCE, DEPARTING SAID  
EASTERLY RIGHT-OF-WAY LINE, SOUTH 89°40'15" EAST, A DISTANCE OF 375.02 FEET;  
THENCE NORTH 00°53'22" EAST, A DISTANCE OF 113.06 FEET; THENCE SOUTH  
89°06'38" EAST, A DISTANCE OF 224.00 FEET; THENCE NORTH 00°53'22" EAST, A  
DISTANCE OF 49.00 FEET; THENCE SOUTH 89°06'38" EAST, A DISTANCE OF 86.00 FEET;  
THENCE NORTH 00°53'22" EAST, A DISTANCE OF 180.00 FEET; THENCE NORTH  
00°53'22" EAST, A DISTANCE OF 8.61 FEET; THENCE SOUTH 89°06'38" EAST, A  
DISTANCE OF 130.00 FEET RETURNING TO THE POINT OF BEGINNING.

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EXHIBIT B

By-Laws  
For

The Enclave of Lake Arietta Homeowners' Association, Inc.,  
A Florida corporation not for profit

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TALLAHASSEE, FLORIDA

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BY-LAWS  
OF  
THE ENCLAVE OF LAKE ARIETTA HOMEOWNER'S  
ASSOCIATION, INC.

A corporation not-for-profit  
under the laws of the State of Florida

1. Identity. These are the By-Laws of THE ENCLAVE OF LAKE ARIETTA HOMEOWNER'S ASSOCIATION, INC., herein called the Association, a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the Office of Secretary of State. The Association has been organized for the purposes of administering the operation and management of the improvements, swales, easements, streets and common amenities and properties to be located on or associated with certain property ("Property" or the "Enclave Subdivision") in Polk County, Florida, legally described as:

See Exhibit "A" attached hereto

in accordance with the Articles of Incorporation thereof and pursuant to the Declaration of Covenants and Restrictions of the Enclave Subdivision ("Declaration of Covenants and Restrictions").

1.1. Office. The office of the Association shall be 2101 NW 33<sup>rd</sup> Street, Suite 2800A, Pompano Beach, FL 33069, or at such other place or places as the Board of Directors may determine to be appropriate.

1.2. Fiscal Year. The fiscal year shall be the calendar year.

1.3. Seal. The seal of the Association shall have inscribed thereon the name of the Association, the year of its organization and the words "corporation not-for-profit". Said seal may be used by causing it of a facsimile thereof to be impressed, affixed or otherwise reproduced upon any instrument of document executed in the name of the Association.

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## 2. Membership and Membership Meetings.

2.1. Qualifications. The members of the Association shall consist of all of the record owners of the forty-one (41) single-family Lots to be located and constructed on the Property known as the Enclave Subdivision. Such membership shall become effective immediately upon a party's acquisition of title to a single-family Lot ("Lot") within the Property.

The qualifications for membership in the corporation shall be that the applicant and his family who will reside or occupy property in the Enclave Subdivision shall be of good moral character and that the applicant otherwise complies with the requirements of membership set forth in the Articles of Incorporation, the By-Laws, Declaration of Covenants and Restrictions and the rules and regulations prescribed by the Board of Directors.

Except as otherwise expressly provided for herein, no corporation, association, partnership, trust, trustee or entity other than a natural person shall be eligible to become a Regular Member in the corporation. The Regular Member shall be designated at the time of purchase of the Lot for approval by the Board of Directors.

Notwithstanding the foregoing, a natural person who is the trustee of a trust may become a Regular Member in the corporation and become the owner of a lot in the Enclave Subdivision providing the trustee meets all the requirements for membership set forth elsewhere in the Articles of Incorporation, the By-Laws, the Declaration of Covenants and Restrictions and rules and regulations prescribed by the Board of Directors in addition to the following additional requirements and conditions:

a) The trustee who is applying for regular membership must be one of the designated trustees of the trust, must have the legal right pursuant to the trust instrument to reside on the property, and must intend to actually reside at the property.

b) The application of the trustee for regular membership must include a copy of the trust instrument and all amendments thereto certified by the trustee that the copy of the trust instrument, as amended, is a true and correct copy.

c) Prior to the time a certificate of approval is issued by the corporation approving the trustee for regular membership, the trustee must enter into an agreement satisfactory to the Board of Directors which restricts the occupancy and use of the residence to the Regular Member, members of the Regular Member's immediate family and house guests as provided in the Articles of Incorporation of The Enclave of Lake Arietta Homeowners' Association, Inc., these By-Laws and the Declaration of Covenants and Restrictions as amended. Further, said agreement shall require that the trustee provide a copy of any and all subsequent amendments to the trust instrument and that no subsequent amendment to the trust instruments may remove the Regular Member/trustee from continuing as one of the trustees of the trust.

d) A trustee who becomes a Regular Member has the same rights of membership and is subject to the same restrictions, limitations, and conditions set forth in the

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Articles of Incorporation, Declaration of Covenants and Restrictions, Deed Restrictions, and By-Laws and rules and regulations as set forth by the Board of Directors as any other Regular Member. These include by are not limited to the restriction of the occupancy and used of the residence to the Regular Member, members of the Regular Member's immediate family and house guests, the provisions for termination of membership, and the restrictions on future use and occupancy when the Trustee's membership in the corporation is terminated.

Except as expressly provided above, only persons owning in fee simple a lot or lots in The Enclave Subdivision and who have been approved for membership by the Board of Directors or a Membership Committee established by the Board of Directors, shall be eligible to become Regular Members. Where two or more persons are joint owners of real property in The Enclave Subdivision, one and only one shall become a Regular Member. Where two or more persons are joint lessees of real property in the Enclave Subdivision and undertake to reside therein, only one shall become a Special Member.

2.2. Change of Membership. A change in the membership of the Association shall be established by the recording in the Public Records of Polk County, Florida, of a deed establishing a record title to a Lot and the delivery to the Association of a certified copy of such instrument; and the owner or owners designated by such instrument shall thereby become a member or members of the Association with prior approval of the Association. The membership in the Association of the prior owner or owners shall thereby by simultaneously terminated. When any Regular Member ceases to be owner of said real property within the said the Enclave Subdivision, the membership of such member shall thereupon terminate. Upon resignation, expulsion or other removal of a member, it is required that said membership certificate be surrendered to the secretary of the corporation, properly endorsed, with the endorsement to the corporation, within ten (10) days from the resignation or date of expulsion or other removal by the Board of Directors; but should said member fail to surrender his certificate within the time set under the conditions herein enumerated, such certificate shall be declared null and void.

2.3. Annual Members' Meeting. The annual members' meeting shall be held at a location determined by the Board of Directors no less than once per year on such date as determined by the Board of Directors for the purpose of electing Directors and transacting any other business which may be appropriate; provide that if the date of the first annual meeting of the members subsequent to the relinquishment of control by the Developer is less than six (6) months after the first annual meeting shall not be held, and the Directors first elected by the membership of the Association shall serve until the date for the next succeeding annual meeting.

2.4. Special Members' Meeting. Special members' meeting shall be held at a location determined by the Board of Directors whenever called by the President or Vice President or by a majority of the Board of Directors and/or by the members entitled to cast nineteen (19) votes of the entire membership. The business conducted at a special meeting shall be limited to that business stated in the notice of the meeting.

2.5. Notice. Notice of all members' meeting stating the time and place and the objects for which the meeting is called shall be given by the President or Vice President or

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Secretary, unless waived in writing. Such notice shall be written or printed and shall state the time and place and object for which the meeting is called. Such notice shall be given to each member not less than ten (10) days or more than sixty (60) days prior to the date set for such meeting, and such notice shall be mailed or presented personally to each member within said time. If presented personally, receipt for such notice shall be signed by the member receiving same and such member shall indicate the date on which such notice was received by him or her; provided, however, that should a member who receives such notices omit or refuse to provide a written receipt thereof, the person making such personal delivery shall file an affidavit with the Secretary of the Association, properly sworn to, indicating the delivery of such notice and the date of such delivery. If such notice is delivered by mail, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his or her post office address as the same appears on the records of the Association and the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may, by written notice signed by such member, waive such notice and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member.

2.6. Quorum. A quorum at a members' meeting shall consist of the presence in person or by proxy of a majority of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the membership, except where the approval by a greater number of members is required by the Declaration of Covenants and Restrictions, the Operation and Easement Agreement, the Articles of Incorporation or these By-Laws.

2.7. Voting. In any meeting of the membership of the Association, the Regular Member of each Lot shall be entitled to cast one (1) vote for each Lot owned. If a Lot is owned by one person, his or her right to vote shall be established by the roster of Lot Owners kept by the Secretary of the Association. If a Lot is owned by more than one person or is under lease, the person entitled to cast the vote for the Lot if the Regular Member is unavailable may be designated by a certificate signed by all of the record owners of the Lot, according to the roster of Lot Owners and filed with the Secretary. If a Lot is owned by a corporation, the person entitled to cast the vote for the Lot may be designated by a certificate signed by the President or Vice President of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the applicable Lot occurs. A certificate designating the alternate person entitled to cast the vote of a Lot if a Regular Member is unavailable may be revoked by the owner thereof at any time. The Board of Directors may in its discretion establish a procedure for electronic voting in compliance with Florida Statute 720.317 or any subsequent Florida law setting forth guidelines for electronic voting of homeowner associations.

2.8. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and the same shall be valid only for the particular meeting designed thereon and the same must be filed with the Secretary before the appointed time of the meeting or any adjournment thereof.

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2.9. Adjourned Meetings. If any meeting of the members cannot be organized because of the lack of quorum, the members who are present, either in person or by proxy may adjourn the meeting from time to time until a quorum is present.

2.10. Chairman. At any meeting of the membership, the President shall preside as Chairman or, in his or her absence, the Vice President shall preside as Chairman or, in the absence of both, the membership shall select a chairman.

2.11. Order of Business. Unless otherwise set forth by the Board of Directors, the order of business at annual members' meetings shall be:

- 2.11.1. Determination of the chairman of the meeting.
- 2.11.2. Calling of the roll and certifying of proxies.
- 2.11.3. Proof of notice of meeting or waiver of notice.
- 2.11.4. Reading and disposal of any unapproved minutes.
- 2.11.5. Reports of officers.
- 2.11.6. Reports of committees.
- 2.11.7. Election of inspectors of election.
- 2.11.8. Election of directors.
- 2.11.9. New business.
- 2.11.10. Adjournment.

2.12. Proviso. Provided, however, that until the Developer of the Property has turned over control of the Association to the members as hereinafter provided, the proceedings of all meetings of members of the Association shall have no effect, unless expressly approved in writing by the Board of Directors.

2.13. Written Consent. Any action that may be taken by the members at a meeting may be accomplished by a written agreement by the members of a requisite number necessary to approve the action.

2.14. Membership in the Association may be terminated:

- a) By the Board of Directors for failure to pay the charges and maintenance fees herein provided (notwithstanding said termination the Lot Owner shall still be subject to obligations created by Association or owed to Association historically and on a go forward basis);

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- b) For cause, after notice and hearing before the Board of Directors;
- c) By resignation when a Member has disposed of his property to another Member of the Association.

2.15. Membership Interest in Property. A Member, or otherwise, shall have no vested privilege in or to the assets, functions, affairs or franchises of this Association or any rights, title interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing. Upon the death of any Member, the privileges, as provided herein, enjoyed by the immediate family shall continue for a period of one year. Where title to said property shall pass to the surviving spouse, the surviving spouse must within one year make application for membership in said Association; and if approved by the Board of Directors or the Membership Committee established by the Board of Directors and elected by the Board of Directors and shall otherwise comply with the provisions of the Charter and these By-Laws, shall be entitled to membership. Where title to the property shall pass on to others than the surviving spouse, those who shall inherit the property by will or operation of law shall have no greater right to acquire membership in this Association than any other individual owning a Lot.

2.16. Occupancy. A Member may allow his Enclave Subdivision property to be occupied and possessed only by persons whose application for special membership in the corporation has been previously approved, whether such possession and occupancy is by virtue of a gift, lease or otherwise. Members of the Members' immediate family and house guests may occupy a Regular Member's property at any time and without limitation.

The provisions herein for the creation of the Special member is limited to those persons who occupy the premises or residence of Regular Members in good standing, and such special memberships may be granted to such occupant under a lease or otherwise under such terms and conditions as the board of Directors in its discretion may determine. Rental of a home is restricted to one (1) term, but not less than six (6) months, in any one year. For renewals of a lease, owner must apply to The Enclave of Lake Arietta Homeowners' Association, Inc. for approval. Where such tenants or lessees of residence are approved and granted special membership in the corporation the members of the immediate family of such Special Member residing on the real property in said Enclave Subdivision shall be entitled to membership privileges. Such Special Members and the members of their immediate family to be entitled to such privileges must be approved in the same manner as Regular Members.

Each Special Membership shall be for a period of one (1) year. Each Special Member desiring to continue occupancy or possession of the property of a Regular Member shall reapply for Special Membership prior to the termination of the Special Membership. Approval of all Special Membership applications and reapplications shall be in accordance with the provisions of Article 11, Section 7 of these By-Laws.

2.17. Special Members. The provisions herein for the creation of the Special Member is limited to those persons who occupy the premises or residence of Regular Members in good standing, and such special memberships may be granted to such occupant under a lease

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or otherwise under such terms and conditions as the Board of Directors in its discretion may determine. Rental or lease of a home is restricted to one (1) term, but not less than six (6) months, in any one year. For renewals of a lease, owner must apply to The Enclave of Lake Arietta Homeowners' Association, Inc., for approval. Where such tenants or lessees of residence are approved and granted special membership in the corporation the members of the immediate family of such Special Member residing on the real property in said subdivision shall be entitled to membership privileges. Such Special Members and the member of their immediate family to be entitled to such privileges must be approved in the same manner as Regular Members.

Each Special Membership shall be for a period of one (1) year. Each Special Member desiring to continue occupancy or possession of the property of a Regular Member shall reapply for Special Membership prior to the termination of the Special Membership. Approval of all Special Membership applications and reapplications shall be in accordance with the provisions of Article 11, Section 7 of these By-Laws.

Persons occupying and having a right of possession to real property in the Enclave Subdivision of a Regular Member in good standing may become a Special Member. When title to the Enclave Subdivision property is held by two or more persons as joint tenants, or as tenants by the entirety, and one of these persons is a Regular Member, then each of the remainder of such persons shall be Special Members.

A Special Member shall be entitled to all of the privileges of a Regular Member except the right to vote unless Regular Member is unavailable and the Special Member has complied with Section 2.7 herein.

A Special Member and any Lot Owner shall be liable jointly and severally with the Regular Member whose property he or she is occupying or with whom he or she holds title jointly, or as tenants by the entirety, for assessments levied against such Regular Member. All members of the immediate family of a Regular or Special Member residing in the household of such Regular or Special Member shall be entitled to the privileges enjoyed by the Regular or Special Member save and except that of the right to vote.

**2.18. Termination.** Membership in the corporation may be terminated:

- a) By the Board of Directors for failure to pay the charges and maintenance fees herein provided;
- b) For cause, after notice and hearing before the Board of Directors;
- c) Whenever any Member ceases to be an owner in fee simple of a lot or lots in the subdivision, the membership of such Regular Member shall terminate thereupon; likewise, the membership of a Special Member shall terminate when said Special Member ceases to lease and occupy a residence in the subdivision, or one (1) year from the date the Special Member either occupies or possesses the property of the Regular Member, whichever event shall first occur.

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- d) By resignation when a Regular Member has disposed of his property to another member of The Enclave of Lake Arrietta Homeowners Association, Inc.

A Regular Member, or otherwise, shall have no vested privilege in or to the assets, functions, affairs or franchises of this corporation or any rights, title interest or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or which he is not in good standing. Upon the death of any Regular Member, the privileges, as provided herein, enjoyed by the immediate family shall continue for a period of one year. Where title to said property shall pass to the surviving spouse, the surviving spouse must within one year make application for membership in said Corporation; and if approved by the Board of Directors or the Membership Committee established by the Board of Directors and elected by the Board of Directors and shall otherwise comply with the provisions of the Charter and these By-Laws, shall be entitled to membership. Where title to the property shall pass on to others than the surviving spouse, those who shall inherit the property by will or operation of law shall have no greater right to acquire membership in this corporation than any other individual owning property in said subdivision. The marriage of any single female or male Regular or Special Member shall not terminate his/her membership and if he/she adds his/her wife/husband as joint owner of his/her property he/she may resign his/her membership in favor of his/her husband/wife, whose application for membership will then be handled in the normal course according to the By-Laws; but he/she shall maintain his/her right to retain his/her Regular Membership if he/she chooses so long as he/she continues to hold title to property in this subdivision.

Upon the termination for any reason of membership in this corporation, all privileges shall thereupon cease. Termination of membership shall not relieve a former member from liability for assessments for which he was liable as a member. Each member of the corporation shall be bound by, and shall comply with, the Articles of Incorporation, the By-Laws, Declaration of Covenants and Restrictions and any amendments or supplements thereto, and the rules and regulations duly adopted by the Board. Each member shall be responsible for compliance therewith by all persons entitled to membership privileges as a result of his membership.

If any member shall be charged with misconduct, in writing addressed to the Board of Directors and signed by one or more Regular Members, action shall be taken against such member in accordance with the provisions of these By-Laws.

2.19. Manner of Admission. Before acquiring property (by original purchase or a contract to lease land in the Enclave Subdivision) each person must submit application for membership on forms to be obtained from the Corporation, such forms prepared by the Board of Directors. Every person desiring to become a Regular or Special Member of the corporation shall make written application to the secretary, giving complete information regarding the applicant's qualifications, residence address, business address, nature of business, club affiliations, bank references ages, name of the members of his or her immediate family, club affiliations of the applicant and spouse of such applicant, surname or maiden name of spouse of such applicant, and such other information as the Board of Directors shall from time to time require.

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It is preferred that at least two (2) Regular Members shall write letters of recommendations to the Secretary. Letters of Recommendation from individuals other than Regular Members may, in the discretion of the Board of Directors, be accepted in lieu of letters given by Regular Members.

The secretary then shall transmit the application and letters of recommendation to the Membership Committee, which shall make such investigation as may be desired and directed by the Board of Directors. Any applicant may be rejected by the Board of Directors without cause and no reason for such rejection shall be given the applicant.

If any persons or members of the immediate family of a member or deceased member acquire any property in the Enclave Subdivision, the Board of Directors shall have the power to and may determine from time to time the terms and conditions under which such person acquiring such property may enjoy the rights and privileges of the Corporation.

Each member of the corporation shall be bound by and shall conform to and abide by the laws, amendments and supplements hereto and to all rules and regulations which may be adopted from time to time.

The decision of the Board of Directors shall be final and shall not be subject to review. The secretary shall notify the applicant of the rejection or acceptance of the application. Approved applications for Regular Membership shall be final when the applicant shall become owner in fee simple of a lot in the Enclave Subdivision. Approved applications for Special Membership shall become final when the applicant occupies or takes possession of the property of a Regular Member located in the Enclave Subdivision.

2.20. In the event of a default in payment when due of the amount provided by these By-Laws, the Declaration of Covenants and Restrictions to be paid for assessments or maintenance fees, the Board of Directors may take such action as it considers necessary for the collection thereof. The rights and privileges of membership of a defaulting member shall be suspended by the Board of Directors and shall continue suspended so long as any sum or sums, provided by these By-Laws to be paid to the Corporation, shall remain unpaid and in default.

### 3. Directors.

3.1. Membership. The affairs of the Association shall be managed by a board of a number of directors to be determined as follows:

3.1.1. Three (3) directors initially, which number shall remain the same until the Developer has relinquished control, as hereinafter provided for, and the first election for members of the Board is held.

3.1.2. Three (3) directors shall be elected at the first election of directors.

3.1.3. The number of directors shall remain at three (3) unless said number shall be changed by a vote of the Association membership at a meeting to be held at least six (6) months prior to the time for the election of the Board of Directors.

3.2. Election of directors shall be conducted in the following manner:

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3.2.1. Election of directors shall be held at the annual members' meeting.

3.2.2. The election shall be by written ballot and by a plurality of the votes cast, each person voting being entitled to cast his or her votes for each of as many candidates as there are vacancies to be filled. There shall be no cumulative voting.

3.2.3. Except as to vacancies resulting from the removal of a director or directors by members, vacancies in the Board of Directors occurring between annual meetings shall be filled by the remaining directors.

3.2.4. Any director may be removed by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

3.3. Term. The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified.

3.4. Organizational Meeting. The organizational meeting of a newly-elected Board of Directors shall be held within ten (10) days after its election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and not further notice of the organizational meeting shall be necessary. Nothing herein contained shall be construed to prohibit the calling of the organizational meeting on the same day as the annual meeting shall be called.

3.5. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director personally or by mail or by telephone or by telegraph at least three (3) days prior to the day named for such meeting.

3.6. Special Meeting. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of two (2) of the Board of Directors. Not less than two (2) day notice of a special meeting shall be given personally or by mail or by telephone or by telegraph, and such notice shall state the time, place and purpose of the meeting.

3.7. Wavier of Notice. Any director may waive notice of meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

3.8. Quorum. A quorum at a director's meeting shall consist of a majority of the Board of Directors. The acts approved by a majority of those present and constituting a quorum shall constitute the acts of the Board, except where approval by a greater number of directors is required by the Declaration of Covenants and Restrictions, the Operation and Easement Agreement, the Articles of Incorporation or by these By-Laws.

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3.9. Adjourned Meetings. If at any meeting of the Board of Directors there shall be less than quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

3.10. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such director for the purposes of determining a quorum.

3.11. Chairman. The presiding officer of the directors' meeting shall be the chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors shall designate one of their members to preside.

3.12. Order of Business. Unless otherwise adopted by the Board of Directors, the order of business at a director's meeting shall be:

- 3.12.1. Calling of the roll.
- 3.12.2. Proof of due notice of meeting.
- 3.12.3. Reading and disposal of any unapproved minutes.
- 3.12.4. Reports of officers and committees.
- 3.12.5. Election of officers.
- 3.12.6. Unfinished business.
- 3.12.7. New business.
- 3.12.8. Adjournment.

3.13. Directors' Fees. Directors' fees, if any, shall be determined by the members.

#### 4. Powers and Duties of Board of Directors.

4.1. All of the powers and duties of the Association existing under the laws of the State of Florida, including but not limited to Chapter 617 and 720 Florida Statutes as it may be amended from time to time, the Declaration of Covenants and Restrictions, the Operation and Maintenance Agreement, the Articles of Incorporation, these By-Laws and rules and regulations established by the Board of Directors shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Lot Owners when such approval is specifically required. Such powers and duties of the directors shall include, but shall not be limited to, the following: The Board of Directors shall have control and jurisdiction of the

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physical properties, easements and facilities of the corporation, either presently owned or later to be acquired. It shall have jurisdiction over the manner in which these properties, easements and facilities will be used or operated. Said Board of Directors shall be responsible for providing for the expansion and improvement of such facilities in order that they may be adequate for the present as well as the future membership. The Board of Directors shall take action and conduct hearings on charges made against members of the Corporation or default in the payments called for under the By-Laws or for misconduct, and it will determine the penalty therefor. Said Board of Directors shall hold hearings on any charges brought against any member, and if the nature of the offense, in the opinion of the majority of the Board of Directors present at a meeting, warrants the same, the Board of Directors may upon affirmative vote of the majority of the said Board of Directors present at any such meeting, suspend such member from all the privileges of the Corporation or may expel such member from further membership in the Corporation. A member may be suspended or expelled from the Corporation for cause without prior written notice, but an opportunity shall be given him to be heard personally before the Board of Directors in his defense within thirty (30) days from the date of such action.

The Board of Directors shall promulgate rules and regulations governing the use of the property of the Corporation, provided, however, that such rules established from time to time shall be for the express purpose of always keeping the property a highly desirable and exclusive residential section for the residents of the Enclave Subdivision provided, however, that such powers shall be exercised in accordance with and as limited by the Declaration of Covenants and Restrictions, the Operation and Easement Agreement, the Articles of Incorporation and these By-Laws. Such powers shall include but not be limited to the following powers:

4.1.1. To make, establish and enforce rules and regulations governing the use of the common amenities pursuant to the Declaration of Covenants and Restrictions and the Operation and Easement Agreement.

4.1.2. To make and collect assessments against the members of the Association to defray the costs, expenses and losses incident to the Property and the Association.

4.1.3. To use proceeds of assessments in the exercise of its powers, and duties.

4.1.4. To undertake the maintenance, repair, replacement and operation of the common amenities of the Property and any property owned or leased by the Association for the benefit of its members.

4.1.5. To purchase insurance upon the Property and insurance for the protection of the Association and its members.

4.1.6. To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, the Operation and Easement Agreement, Restrictions in Public Records, the Articles of Incorporations, these By-Laws of the Association and the rules and regulations for the use of the driveways, common amenities and for the benefit to The Enclave

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Subdivision residents as a whole. In the event any such legal action is taken, the Member shall agree to reimburse the Corporation for reasonable attorney's fees and costs.

4.1.7. To contract for the management, maintenance, repair and replacement of the driveways, common amenities and the Property in general to ensure compliance within all Agreements and requirements in the use of the Property as to highly exclusive Property.

4.1.8. To employ personnel and/or independent contractors necessary to perform the services required for the proper operation of the business of the Association.

4.1.9. For doing any other things necessary or desirable, in the opinion of the Board of Directors, to keep the Property neat and in good order.

4.1.10. For the general welfare of the owners and occupants of the lands included in said subdivision.

4.2. Binding Contracts. The undertakings, lease and contracts authorized by the initial Board of Directors shall be binding upon the Association in the same manner and with the same force and effect as though such undertakings, leases and contracts had been authorized by the first Board of Directors, duly elected by the membership after the Developer has relinquished control of the Association, notwithstanding the fact that the members of the initial Board of Directors may be directors or officers of or otherwise associated with the Developer or other entities doing business with the Association.

## 5. Officers.

5.1. The executive officers of the Association shall be a President, who shall be a director; a Vice President, who shall be a director; a Treasurer and a Secretary, all of whom may be peremptorily removed by a vote of the directors at any meeting by a concurrence of a majority of all of the directors. Any person may hold two or more offices, except the President shall not also be the Secretary.

5.2. President. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of president of a corporation including, but not limited to, the power to appoint committees from among the members of the Association as he or she may in his or her discretion deem appropriate to assist in the conduct of the affairs of the Association. The President may not be a vice President, Secretary or Treasurer.

5.3. Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

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5.4. Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the members. He or she shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He or she shall have custody of the seal of the Association and he or she shall affix the same to instruments requiring a seal when duly executed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of a corporation and as may be required by the directors or the President.

5.5. Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the books of accounts for the Association and in accordance with good accounting practices which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He or she shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

5.6. Compensation. The compensation of all officers and employees of the Association shall be fixed by the directors. The provision that directors' fees shall be determined by the members shall not preclude the Board of Directors from employing a director as an employee of the Association nor preclude the contracting with a director for the management of the Property.

5.7. Appointment by Board. The Board of Directors may appoint such other positions, committees, and officers, and assign such functions and duties to those persons, from time to time.

5.8. Bond. A surety bond may be purchased by the Board of Directors on behalf of the Corporation at the Board's discretion covering the faithful performance of the duties of all officers who have charged of handling Corporation funds, such bond to include the treasurer, secretary or any other officers entrusted with the funds of the Corporation.

6. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration of Covenants and Restrictions, and the Articles of Incorporation shall be supplemented by the following:

6.1. Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts which shall include, but not be limited to, the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

6.1.1. Current Expenses. Current expenses which shall include all receipts and expenditures to be made within the year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterment. The balance in this fund at the end of the year shall be applied to reduce the assessments for current expenses for the next succeeding year.

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6.1.2. Reserve for Deferred Maintenance. Reserve for deferred maintenance which shall include funds for maintenance times which occur less frequently than annually.

6.1.3. Reserve for Replacement. Reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.1.4. Betterments. Betterments which shall include the funds which may be used for capital expenditures for additional improvements or additional personal property.

6.1.5. Fund Transfer. The Board of Directors initially, upon two (2) votes of its membership if the Directors consist of three (3) Members or a simple majority if Directors are more than three (3) Members, shall have the authority during a budget year to transfer funds which, in its discretion, it deems unnecessary to hold for the purposes of a particular account to and for the use of another purpose in another account.

6.2. Budget. The Board of Directors shall adopt a budget according to good accounting practices for each calendar year, which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for accounts and reserves including, but not limited to, the following:

6.2.1. Current Expense. Current expense shall include all funds and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds. The balance in this fund at the end of the year shall be applied to reduce the assessments for the current expenses for the succeeding year or to fund reserve.

6.2.2. Reserve for Deferred Maintenance. Reserve for deferred maintenance shall include funds for maintenance items which occur less frequently than annually.

6.2.3. Reserve for Replacement. Reserve for replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

6.2.4. Betterments. Betterments which shall include the funds to be used for capital expenditures for additional improvements or additional personal property, which will be part of the property of the Association, the amount for which shall not exceed \$7,500.00 as adjusted by inflation from time to time.

6.2.5. Copies. Copies of the budget and proposed assessments shall be transmitted to each member on or before the first day of December proceeding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member. The omission or failure to deliver a copy of any budget or amended budget to any member shall not affect the liability of any member for any such assessment; neither shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and the assessments levied thereunder, and nothing herein contained shall be construed as restricting the right of the Board of Directors, at

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any time, in its sole discretion, from levying additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay the costs and expenses of the operation and management of the Property or in the event of emergencies.

6.3. Assessments for Common Expenses. Assessments against a Lot or Lot Owner or Owners for its or his/her/their share of the common expenses shall be made for the fiscal year in advance on or before the 10<sup>th</sup> day of December, preceding the year for which the assessments are made. Each Lot Owner shall be jointly and severally liable for the entire assessment notwithstanding whether they are Regular or Special members or a Member at all. Such assessments shall be due in equal quarterly installments, the first of which shall be due and payable on the first day of each succeeding quarter. If an annual assessment is not made as required, an assessment shall be presumed to have been made in an amount of the last prior assessment, and such amount shall be due on such payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessment therefor may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the fiscal year for which the amended assessment is made shall be due and payable on the first day of the next succeeding month.

6.4. Assessment for Charges. Charges or special assessments by the Association, should such be required by the Board of Directors, shall be levied in the same manner as hereinabove provided for regular assessments, and the same shall be payable in the manner determined by the Board of Directors.

6.5. Assessments for Emergencies. Assessments for common expenses for emergencies that cannot be paid from annual assessments for common expenses shall be due only after fifteen (15) days' notice to the Lot Owners concerned, and the same shall be paid in such manner as the Board of Directors may require in the notice of assessment.

6.6. Depository. The depository of the Association shall be in such bank or banks as shall be designated from time to time by the Board of Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by check signed by such persons as are authorized by the Board of Directors.

6.7. Audit. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the audit report shall be furnished to each member not later than April 1<sup>st</sup> of the year following the year for which the audit is made, unless the requirement for the production of such audit shall be specifically dispensed with by the majority vote of the membership of the Association.

6.8. Fidelity Bonds. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for the Association funds. The amount of such bonds and the sureties shall be determined by the directors. The premiums on such bonds shall be paid by the Association as common expenses.

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6.9. Termination of Membership. The termination of membership in the Association shall not relieve or release any such former Lot Owner or member from a liability or obligation incurred under or in connection with the Property and the business of the Association during the period of such ownership and/or membership, neither shall the same impair any rights or remedies which the Association may have against the former owner and/or member arising out of or in any way connected with such ownership and/or membership and the covenants and obligations incident thereto.

6.10. Assessments and Maintenance Fees. All assessments shall be uniform as against all Lot Owners regardless of how many Regular Member or Special Members exist where the purpose of the assessment is for the accomplishment of the general welfare of the Association. Where, however, a member shall fail to maintain his or her property, as provided by these By-Laws and as fixed by the Board of Directors, the said Board of Directors may assess a special maintenance fee against said member for the specific purpose of paying the expense of said maintenance of said member's property.

7. Developer Control of Board; Turnover. The Developer shall have the right to appoint and replace a majority of the Directors and all officers, provided, however, within three (3) months of the sale and transfer by Developer of forty (40) Lots to members other than the Developer, the members other than the Developer shall be entitled to elect, at a meeting of the members as provided in Section 3 above, a majority of the directors to the Board, which majority shall initially be two (2) of the three (3) directors which will constitute the first elected Board as provided in Section 3.1.2 above. The Developer shall designate one of the remaining two directors appointed by the Developer to resign. In the event that the number of directors are increased as provided in Section 3.1.3 above, the members other than the Developer shall be entitled to elect a majority of the directors, and the Developer shall be entitled to appoint the remainder.

Upon the sale and transfer of forty one (41) of the Lots to members other than the Developer, the Developer shall no longer be entitled to appoint any directors and the terms of the directors appointed by the Developer shall expire at the next regular or special meeting of the Association held after the sale and transfer of the last Lot from the Developer.

The Developer shall turn over control of the Association to members other than the Developer upon the election of a majority of the directors by members other than the Developer, whereupon it shall be the affirmative obligation of the members other than the Developer to assume control of the Association.

Provided at least thirty (30) days' notice of Developer's decision to cause its appointee(s) to resign is given to members neither the Developer nor such appointee(s) shall be liable in any manner in connection with such resignations even if the members other than the Developer refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon resignation of one of the Developer-appointed director as provided hereinabove. Upon such turnover, the Developer shall retain all voting rights incident to its ownership of Lots and as otherwise provided herein.

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Within a reasonable time after control of the Association is turned over to members other than the Developer (but not more than 60 days after such event), the Developer shall deliver to the Association all property of the members and of the Association held by or controlled by the Developer, including but not limited to all items required by Sec. 720.307 Florida Statutes including the following items, if applicable:

- 7.1. The original or a photocopy of the recorded Declaration of Covenants and Restrictions and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration of Covenants and Restrictions.
- 7.2. A certified copy of the Articles of Incorporation for the Association.
- 7.3. A copy of the By-Laws of the Association.
- 7.4. The Minute Books, including all Minutes, and other books and records of the Association.
- 7.5. Any rules and regulations which have been adopted.
- 7.6. Resignations or resigning officers and Board members who were appointed by the Developer.
- 7.7. The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant.
- 7.8. Association funds or the control thereof.
- 7.9. All tangible personal property that is the property of the Association and an inventory of such property.
- 7.10. A copy of the plans and specifications utilized in the construction and remodeling of any improvements on the common elements.
- 7.11. Insurance policies.
- 7.12. Copies of any Certificates of Completion which may have been issued for the common elements.
- 7.13. Any other permits issued by governmental bodies applicable to the Common Elements in force or issued within one (1) year prior to the date the members take control of the Association.

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7.14. All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are till effective with respect to the common properties.

7.15. A roster of members and their addresses and telephone numbers, if known, as shown on the Association's records.

7.16. Leases to which the Association is a party, if applicable.

7.17. Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service.

7.18. All other contracts to which the Association is a party.

#### 8. Rules and Regulations.

8.1. As to Common Elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation of the streets and common amenities any facility and/or service made available to Lot Owners by the Association. The Board of Directors shall, from time to time, distribute true copies of such rules and regulations to the members of the Association. The initial rules and regulations shall be as set forth upon Exhibit B, attached hereto and made a part hereof.

8.2. Under deed restrictions imposed by the Developer, the owner of every lot by accepting title thereto or by taking possession thereof, agrees that buildings or other structures shall not be placed upon such lot unless or until plans and specifications and the plot plan have been approved in writing by the Developer, its successors or assigns.

The Architectural Review Board as set for the in the Declaration of Covenants and Restrictions shall undertake to see that the improvements located on said lots comply with the general requirements of said deed restrictions, and to further undertake to require the development of the lands in the Enclave Subdivision as a residential area of high standards, and the members of this Corporation, as a condition of the acceptance of membership, agree that no building or other structure shall be placed upon such lots until such plans and specifications have been approved by the Architectural Review Board of the Corporation. Refusal of an approval of plans and specifications by said Architectural Review Board may be based on any grounds, including purely esthetic conditions, which in the sole and uncontrolled discretion of the Architectural Review Board shall seem sufficient. Said committee shall likewise have control over the location of buildings, walls fences, hedges, and garages.

The Architectural Review Board shall also undertake to see that the construction of all improvements on lots shall be performed in a manner consistent with the rules and regulations adopted by the Board of Directors relating to construction on the lot in order to minimize the construction nuisance to the subdivision. Such rules and regulations relating to

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construction on the lot shall be provided to member at the time the approval of plans and specifications is given. The Architectural Review Board shall advise the Board of Directors of any construction activity which does not comply with the rules and regulations adopted by the Board of Directors.

The Architectural Review Board shall work jointly with the Board of Directors or any of its committees in the enforcement of deed restrictions as well as the enforcement of the obligations of the membership.

If the Architectural Review Board shall fail to approve or disapprove of plans and specification submitted to it by the member within thirty (30) days after written request therefor, then such approval shall not be required.

8.3. The Board of Directors may create any other Board or Committee as needed in its sole discretion to carry out its duties and provide guidance to the Board.

## 9. Registers.

9.1. The Secretary of the Association shall maintain a register in the office of the Association showing the names and addresses of the members. It shall be the obligation of the individual members to advise the Secretary of the Association of any change of address and/or ownership as otherwise provided herein. The Association, for the purposes of notification, shall have the right to rely upon the last given address of each of such members.

9.2. The Association shall maintain a suitable register for the recording of pledged or mortgaged lots. Any pledgee or mortgagee of a Lot shall notify the Association in writing of such pledge and/or mortgage. In the event that a notice of default is given any member under an application of the provisions of these By-Laws, the Articles of Incorporation, the Declaration of Covenants and Restrictions, or Construction, Operation and Easement Agreement, a copy of such notice shall be mailed to the registered pledgee and/or mortgagee.

10. Amendments. These By-Laws may be amended in the following manner:

10.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

10.2. Voting Requirements. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the time stated for such meeting. The approval of any amendment to these By-Laws shall require the vote of twenty-eight (28) members entitled to cast the votes of the membership of the Association or, until the first election of directors, by all of the directors.

10.3. Proviso. Provided, however, that no amendment to these By-Laws shall discriminate against any specific Lot Owner or against any specific Lot, unless such Lot Owner

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shall consent thereto. No amendment shall be made which is in conflict or is inconsistent with the Articles of Incorporation, the Declaration of Covenants and Restrictions.

10.4. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to the By-Laws, which certificate shall be executed by the officers of the Association with the formalities required of a deed. Such amendment shall be effective when such certificate and a copy of the amendment shall be recorded in the Public Records of Polk County, Florida, and such certificate shall show, upon its face, a legal description of the Property.

10.5. Developer. Notwithstanding the foregoing provisions of this Article, no amendment to these By-Laws may be adopted or become effective prior to the relinquishment of control of the Association by the Developer, without the prior written consent of the Developer.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings, except when such rules shall be inconsistent or in conflict with any law or rule set forth in these By-Laws, the Articles of Incorporation or the Declaration of Covenants and Restrictions, or by any additional parliamentary procedure as adopted by the Board of Directors from time to time.

12. Miscellaneous.

12.1. Nomenclature. Whenever the masculine singular form of the person used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter singular or plural, wherever the context so requires.

12.2. Severability. Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

12.3. Conflicts. If any irreconcilable conflict should exist or hereafter arise with respect to the interpretation of these By-Laws, the Articles of Incorporation and the Declaration of Covenants and Restrictions, the provisions of the Declaration of Covenants and Restrictions shall prevail, and in the event that such a conflict should exist only between the Articles of Incorporation and these By-Laws, the provisions of the Articles of Incorporation shall prevail.

12.4. Terms. The terms used herein shall have the meanings attributed to such terms in the Declaration of Covenants and Restrictions and/or the Articles of Incorporation, as applicable.

12.5. Loss of Property. The Corporation shall not be liable nor responsible for the destruction or loss of or damage to the property of any member or visitor or any other person.

12.6. General Rules. The Board of Directors shall have the full power and authority to interpret these By-Laws and its decision on all questions shall be final, binding and conclusive.


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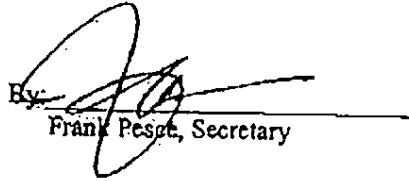
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12.7. Amendments. These By-Laws after turnover by the Developer may be repealed, altered, amended or added to by the affirmative vote of Seventy-Five (75%) percent the members voting at any annual membership meeting or at any special meeting of the members, provided that any proposed amendment, repeal, alteration or addition to the said By-Laws be submitted in writing to the members of the Association at least thirty (30) days prior to any such meeting. The Developer, without the approval of the Membership, may amend these By-Laws and the Articles of Incorporation and any rules and regulations until such time as the Developer owns six (6) or fewer lots.

THE FOREGOING WAS ADOPTED as the By-Laws of The Enclave of Lake Arietta Homeowners' Association, Inc., a corporation non-for-profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the 30 day of March, 2021.

APPROVED:

By:   
Edward Cannatelli, President

By:   
Frank Pesce, Secretary

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