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 STACY M. BUTTERFIELD, CLERK OF COURT
 POLK COUNTY
 RECORDING FEES \$664.50
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PREPARED BY & RETURN TO:

HARDIN & BALL, P.A.
 Julie Landrigan Ball
 P.O. Box 3604
 Lakeland, FL 33802

Re

**NOTICE OF EXECUTION AND RECORDING OF THE REVIVED DECLARATION AND
 OTHER GOVERNING DOCUMENTS OF VAN LAKES HOMEOWNERS ASSOCIATION,
 INC.**

I hereby certify that the revitalization of the Declaration of Covenants, Conditions and Restrictions for Van Lakes Homeowners Association, Inc., recorded at Official Records Book 2152, Page 1133, Public Records of Polk County, Florida, and the Amendments to Declaration of Covenants, Conditions and Restrictions, recorded at Official Records Book 2606, Page 0738, Public Records of Polk County, Florida, and the Van Lakes Homeowners Association, Inc. Certificate of Corporate Resolution recorded at Official Records Book 2716, Page 1150, Public Records Polk County, Florida, and the Van Lakes Homeowners Association, Inc. Certificate of Corporate Resolution recorded at Official Records Book 2828, Page 2246, Public Records of Polk County, Florida; the Articles of Incorporation of Van Lakes Homeowners Association, Inc., along with all other documents attached with this recording (collectively, the "Governing Documents"), were approved by writing by at least a majority of the affected parcel owners.

I hereby further certify that the requirement for the revived Declaration set forth in Sections 720.403-720.407, Florida Statutes, have been satisfied, and the Florida Department of Economic Opportunity has approved the attached Governing Documents for revitalization. The approval letter of the Florida Department of Economic Opportunity is to this Notice of Recording. This notice shall also serve as the President's and Secretary's approval and re-execution of the revived Governing Documents.

Van Lakes Homeowners Association, Inc. hereby provides the following Notice to all present and future owners and all prospective purchasers of property within the Van Lakes residential subdivision located in Polk County, Florida of the revitalization and enforcement of the attached Governing Documents.

I HEREBY CERTIFY that this Notice of Recording was approved for recording at a duly called meeting of the Board of Directors of Van Lakes Homeowners Association, Inc. on this 26 day of Dec., 2019.

By: JAY M. Adelman
As President of Van Lakes Homeowners Association, Inc.
Address: 905 Flag Ct.
Aub. Fl. 33823

as acting president

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26th day of December, 2019, by Jay M Adelman, as president of Van Lakes Homeowners Association, Inc., who is personally known to me or who produced FL DL A34643360250 identification.

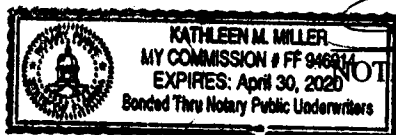


Kathleen M. Miller
NOTARY PUBLIC-STATE OF FLORIDA

By: Joanne K Szocinski
As Secretary of Van Lakes Homeowners Association, Inc.
Address: 910 Flag Ct
Auburn Dale Fl 33823

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26th day of December, 2019, by Joanne K Szocinski, as secretary of Van Lakes Homeowners Association, Inc., who is personally known to me or who produced FL DL 5252431 5257619 as identification.



Kathleen M. Miller
NOTARY PUBLIC-STATE OF FLORIDA

PK511195

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LAKE VAN, INC., hereinafter called declarant, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as Van Lakes, pursuant to a plat recorded on _____, in Official Records Book 74, Page 25, of the public records of Polk County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part hereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

1. "Association" shall mean and refer to VAN LAKES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

2. "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as follows:

All area of road way including entrance, medians and area around sign to include land projection at Little Lake Van southwest corner of property, and lake frontage on Lake Van beginning at northeast corner of Lot 10 running along shore of lake hence due west on property line 500 feet thence a straight line to the northwest corner of Lot 11.

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3. "Declarant" shall mean LAKE VAN, INC., its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area and portions marked acreage.

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David Busch
901 Van Drive
Auburndale, FL
538

33823

5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

6. "Member" shall mean every person or entity who holds membership in the association.

7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise three (3), votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE III. ASSESSMENTS

1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed,

to pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments may include, but not necessarily be limited to, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision as such may be subject to state, county and/or municipal private street ordinances.
- (e) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (f) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (g) Worker's compensation insurance to the extent necessary to comply with Florida Statutes, and any other insurance deemed necessary by the board of directors of the association.
- (h) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- (j) In the event the need for maintenance or repair is attributable to the wilful or negligent act of the owner of a lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such lot is subject.

3. Maximum annual assessment.

(a) Until January 1st of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be \$ 150.00.

(b) From and after January 1st of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1st of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessments may be increased above ten (10%) percent by the vote or written assent of the majority of each class of members.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum.

4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

5. Notice and quorum for action authorized under Paragraph 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Paragraph 3 or 4 shall be sent to all members not less than ten (10) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within thirty (30) days after the date of such meeting.

6. Uniform rate of assessment. Both annual and special assessments must be fixed at the uniform rate for all lots.

7. Commencement and collection of annual assessments. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least ninety (90) days in advance of the due date thereof and shall fix the dates such amounts become due.

Assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before February 15th of each year, cause to be recorded in the public records of Polk County, a list of delinquent assessments as of that date.

8. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten (10%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;
- (b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding 42 days for any infraction of the published rules and regulations of the association;
- (c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been duly recorded.

2. Delegation to Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwilful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an owner.

4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes of which such easements, reservations, and rights of way are reserved.

(c) Declarant, its successors and assigns (which is not meant to include lot purchasers) shall retain an easement for ingress and egress on and through the private streets of the subdivision property of the subdivided land, and any other lawful purpose.

(d) So long as the streets of the subdivision are not dedicated to a public authority, easements for the use of such streets by employees of municipal and/or governmental agencies and their equipment for emergency/police activities are granted.

5. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

6. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in contiguity.

ARTICLE V. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage. If detached garage is constructed, it must be of materials as dwelling and built to harmonize with the external design of dwelling. No carports will be allowed.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the declarant as to structural design, workmanship and materials, and harmony of external design with existing structures. Exterior block walls may not be finished with paint only.

3. The total living area of the main structure, exclusive of one story open porches and garages, shall be a minimum 1,250 square feet, unless declarant agrees.

4. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Paragraph 11 below.

5. No dwelling shall be erected nearer than 30 feet to the front lot line or nearer than 10 feet of side lines with Lot 24 being an exception. Rearyard setback is 30'

6. No structure of a temporary character, trailer, tent, basement, garage, barn or other outbuilding shall be used on any lot at any time as a residence permanently for more than 10 days. No semi-tractors or trailers or busses will be allowed. No vehicle with outdated license plate will be allowed to remain on property unless it is in an enclosed garage. No boats, trailers, campers, motorhomes or travel trailers shall be

kept on property unless kept in enclosed garage, or in rear of dwelling, with the exception of ten days for loading and/or unloading. This rule applies to visitors unless other approval is given by declarant. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

7. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance of any residence or on any part of the common area, or which would be in violation of any law.

8. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view and no garbage or rubbish is to be buried or burned on any lot or common area.

9. In the event an owner of any lot in the subdivision fails to maintain the premises and improvements situated thereon in a manner satisfactory to the association, after approval by two-thirds vote of the board of directors, it shall have the right, through its agent, employees, and contractors, to enter any such lot and to repair, maintain and restore the lot and the exterior of all buildings and other improvements thereon. The cost of such repair, maintenance, and restoration shall be added to and become a part of the assessment to which such lot is subject.

10. TV antennas to be "in-attic", hidden from view.

11. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

- (a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees, from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's

transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise;

- (c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees, from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or
- (d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees, from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not to exceed two, of any specie, may be kept. The Polk County leash law shall apply on these premises.

14. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 2.5 x 2 square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale period.

15. No front yard fencing is allowed on any lot. Lakefront lots may have back yard fencing with open viewing only, such as chainlink; no higher than four feet for chainlink and no higher than three feet for other decorative open view fencing. The front of the house shall be considered to be on the street side of the structure.

16. Easements for installation and maintenance of utilities and draining facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements to it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

17. Lot owner shall be responsible for keeping mowed, so as to maintain neat appearance at all times, his lot before and after construction of home. Within 14 days of receipt of written notification of deficiencies in lot or house maintenance declarant will take action to correct problem and owner will be billed for services.

18. No fence, wall, hedge, or shrub planting which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Upon completion of development of Van Lakes all responsibility and upkeep of entrance, sign area and recreation area shall be left to the lot owners of the subdivision. At no time, during development or after completion, shall the declarant be responsible for safety and welfare of dwellers or otherwise, or for lifeguard service, or for accidents on property. Responsibility rests with each property owner.

20. Recreation facilities and common areas are limited to use by lot owners, their families and guests.

21. Each lot owner is to install by completion of home, a decorative postlamp to be located on the front property line which is to be kept lit nightly.

22. No one under 17 years of age is to occupy any residence on a permanent basis (more than one month).

23. No unlawful activity is to be carried out on the premises of Van Lakes at any time.

ARTICLE VI. EASEMENT FOR CABLE TELEVISION

To avoid the necessity of a separate television antenna for each lot, cable television may be available to each owner if he so desires. To the extent required to effectuate this plan, there shall be an easement in favor of declarant for the purpose of providing connection of each lot with the cable and maintaining the cable system. Maintenance and repairs of the cable equipment, connections, and easements shall be the responsibility of the cable television company, and this responsibility shall be established by the terms of an agreement between declarant and a reputable cable television company.

The foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not interfere with the use, occupancy, or enjoyment of all or any part of the lots servient to them or to which they are appurtenant. Each lot owner desiring to participate in cable television service shall contract individually with the cable television company for connection, and shall be billed directly and individually for such services.

ARTICLE VII. PARTY WALLS

1. General Rules of Law of Apply. Each wall built as a part of the original construction of the homes within the subdivision and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

2. Sharing of repair and maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

3. Destruction by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the costs of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or wilful acts or omissions.

4. Weatherproofing. Notwithstanding any other provisions in this articles, an owner who, by his negligent or wilful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to contribution to run with the land. The right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

6. Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all the arbitrators shall bind the parties.

ARTICLE VIII. OWNER'S OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE IX. OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

ARTICLE X. ANNESSION OF ADDITIONAL PROPERTY

Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds of the association membership. Declarant represents its intention and hereby reserves the right, though not the obligation, to annex adjacent property for further development of subdivided property. With the initiation of such further development, the association herein shall increase its membership thereby or otherwise merge and become one association as to all subdivided property. This provision shall also apply to any subsequent annexations.

ARTICLE XI. GENERAL PROVISIONS

1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendments. Covenants and restrictions of this declaration may be amended by duly recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

4. Subordination. No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of forty (40) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Executed at Altamonte on the 7th day of March, 1983.

Signed, sealed and delivered in the presence of:

Mary W. White
Robert E. Taylor

LAKE VAN, INC.

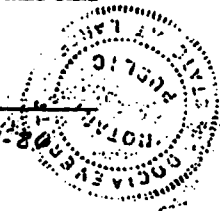
President David C. Busch
Secretary Nancy H. Busch

STATE OF FLORIDA
COUNTY OF

BEFORE ME, personally appeared DAVID C. BUSCH and NANCY H. BUSCH, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument as DAVID C. BUSCH President and NANCY H. BUSCH Secretary of the above named Lake Van, Inc., a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 7 day of March, 1983.

David Everett
Notary Public
My Commission expires: 6-21-80



This Instrument was prepared by:
RALPH L. EVANS, ESQUIRE
Post Office Box 3247
Vero Beach, FL 32960

FILED, RECORDED AND
RECORD VERIFIED
E.D. "Bud" DIXON, C.L.C. C.
POLK COUNTY, FLA.
BY 15 D.C. 13

POLK 511195

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

Lake Van, Inc. on the seventh (7th) day of March, 1983, recorded with the Clerk of Circuit Court, Polk County, Florida, a document entitled "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS." The file number is 511195. The Office Record is 2152 pages 1133 to 1145 inclusive.

Now we, the undersigned, representing at least three-quarters (3/4) of the lot owners in the Van Lakes Sub-division, are endorsing the following amendments as provided for in Article XI, Paragraph 3 of the a-fore-mentioned Covenants, Conditions and Restrictions.

Article II, Paragraph 2 is amended to read as follows:

2. Every member in good standing shall be entitled to one (1) vote for each lot owned. When more than one (1) person, or entity, holds an interest in a given lot, the vote for such lot shall be exercised as they may determine among themselves. A member is in good standing if the member has no delinquent assessments, either annual or special.

Article III, Paragraph 3 (c) is amended to read as follows:

3 (c). The maximum annual assessment may be increased above ten (10) percent by the vote, or written assent, of the majority of voters.

Article III, Paragraph 4 is amended to read as follows:

4. In addition to the annual assessments authorized above, the association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole, or in part, the cost of any construction, reconstruction, repair, or replacement of a capitol improvement of capitol investment. Any such assessment must be approved by majority of members in good standing.

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Roger Casey, Jr.
927 Van Drive
Auburndale, FL 33823

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PQ

DEPT 15 119.00
DEPT 91 2.00
DEPT 91 18.00
CASH 131.00
9562A

02/22/88

Article III, Paragraph 5 is amended to read as follows:

5. Notice and quorum for action on any subject requiring a vote by the membership.

A written notice of any meeting called for the purpose of taking action on any subject requiring a vote by the membership shall be sent to all members in good standing not less than ten (10) nor more than fifty (50) days in advance of such meeting. Only the subject to be voted upon at the special meeting may be discussed, or voted upon, at the special meeting. Members in good standing who know they cannot attend may vote by returning their notice of the meeting to the Secretary in a sealed envelope clearly marked "VOTE". When the votes are counted at the meeting, the envelope marked "VOTE" will then be opened and that vote shall be counted along with the votes cast by those attending the meeting. A quorum will have been attained if the total votes counted represents a majority of the membership. The subject being voted upon will be passed if the majority of votes are in favor of passage.

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Article III, Paragraph 7 is amended to read as follows:

7. Collection of annual assessments.

The Board of Directors shall fix the amount of annual assessments against each lot. The annual assessment may be adjusted according to the number of months in an assessment year that a lot owner holds title to his lot in that assessment year. Assessments may, at the discretion of the Board of Directors, be made payable annually, quarterly, or monthly. The Association shall, on demand, and for a fee of twenty (20) dollars, furnish a statement, signed by either the Treasurer or Secretary setting

forth whether the assessments against a specific lot has been paid for the current assessment year. On or before February 15 of each year, an officer of the Association shall cause to be recorded in the public records of Polk County, Florida, a list of all delinquent assessments as of December thirty-first (31st) of the previous year.

Article IV, Paragraph 1 (c) is amended to read as follows:

(c). The right to dedicate or transfer all or any part of the streets or common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. Such dedication or transfer shall be effective only when two-thirds (2/3rds) of the members in good standing give their assent.

Article V, Paragraph 10 is amended to read as follows:

If an antenna, for TV or any other use, is erected outside the house, it must not be higher than three (3) feet above the highest point of the house (either the chimney, or the roof ridge). If a Satellite Dish is erected it must be placed on the ground in the rear of the residence in a location least visible from the street.

Article V, Paragraph 14 is amended to read as follows:

No sign of any kind shall be displayed to the public view on any lot, except one sign not more than six (6) square feet advertising the property for sale, or sign used by a contractor or builder during the construction of a house.

Article V, Paragraph 21 is amended to read as follows:

During construction of a house upon any lot, or with-in 30 days

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after construction is completed, a postlamp will be located
in front of the residence, and upon occupancy will be kept lit
nightly from dusk to dawn.

Article V Paragraph 22 which now reads "No one under 17 years of
age is to occupy any residence on a permanent basis (more than
one month) is eliminated in its entirety.

Article V, Paragraph 24 is a new paragraph and will read as follows:

24. In addition to provisions outlined in Paragraph 6 above,
NO VEHICLE other than automobiles, vans or pick-up trucks may
be parked over night on any lot, common area or street by any
resident or their guests.

Article X is amended to read as follows:

If property adjacent to the original Plat of Van Lakes as
recorded in the Office of the Clerk of Circuit Court, Polk
County, Florida, is platted for residential, or other use,
and at least fifty (50) percent of the lots have been sold,
the lot owners may then petition the Van Lakes Homeowners
Association for membership. If their application for member-
ship at a special meeting called for the purpose of acting upon
their application, an invitation will be extended to them to
join our Association provided they pay one years annual assess-
ment. When the assessments have been received the lot owners in
the new plat will become members in good standing in the Van
Lakes Homeowners Association.

Article XII is added to the Declaration of Covenants, Conditions and
Restrictions and will read as follows:

Article XII, Board of Directors

1. A Board of Directors shall be elected by the membership of the

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association at a meeting called for that as provided for above.

2. The Board of Directors shall consist of the following.

- (a) President, to be elected for two (2) years.
- (b) Vice President, to be elected for two (2) years.
- (c) Secretary, to be elected for two (2) years.
- (d) Treasurer, to be elected for two (2) years.
- (e) Directors. No less than five (5) nor more than seven (7)

At the meeting to elect the Board of Directors, seven (7) persons shall be nominated. The two (2) nominees receiving the greatest number of votes shall be elected to serve for three (3) years, the two receiving the next greatest number of votes shall be elected to serve two (2) years, and the person receiving the fifth (5) greatest number of votes shall serve one (1) year. Thereafter, all elected Directors shall serve three (3) years. The number of Directors shall be increased from five (5) to seven (7) when the membership is enlarged as provided in Article X above. These newly elected Directors shall be in the same class as the single Director elected in the meeting outlined above.

3. A nominating committee shall be named by the President of the Board at least fifty (50) days prior to the annual meeting for election of officers, and shall consist of three (3) members in good standing who are not currently on the Board. No member shall have their name placed in nomination unless they have given their prior approval. There shall be at least one (1) more nominee than the upcoming vacancy to be filled.

4. If for any reason a vacancy should occur on the Board of Directors, the remaining Board members shall elect a person to

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fill the unexpired term. This person, along with one (1) other will be eligible to be nominated for election at the next annual election.

5. The responsibilities of the Board of Directors shall include, but not be limited to, the following:

(a) Care for and maintain all streets and common areas of the original Van Lakes Plat.

(b) See that all provisions of the Covenants, Conditions and Restrictions are adhered to by all lot owners, and if there are violations, take whatever steps are necessary to have them corrected, including legal action.

6. The plat of Van Lakes as recorded in the Office of the Clerk of Circuit Court, Polk County, Florida, provided for the dedication of the water plant, and the water distribution system to the Van Lakes Homeowners Association. When the dedication is completed, the Board of Directors will be responsible, but not limited to, the following:

(a) To appoint a Water Commissioner to handle the day to day activities related to mainting the plant and distribution system; collecting service charges as established by the Board of Directors; impact fees for new tap-ons; and other duties as may be assigned to him at a later date.

(b) To establish equitable service fees and impact fees for the several types of service that the system may be required to provide.

(c) To see that the plant and distribution system are maintained in such a manner that all governmental and environmental

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agencies rules and regulations are fulfilled. This may, or may not, require insurance against vandalism, accident, breakdown, or acts of God.

(d) To negotiate and establish equitable remuneration for the Water Commissioner, and any persons he may need to fulfill his duties and for collection of service and impact fees.

(e) Other responsibilities as may present themselves in the future, and approved by a majority of voters in good standing at a special meeting called for such approval.

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The Amendments to the Covenants, Conditions, and Restrictions as set forth above have been read by me, and are fully and completely understood by me, a lot owner, in Van Lakes Sub-division, of record on the sixteenth (16) day of January, 1988.

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<u>Lot Number</u>	<u>Lot Owner</u>
14	Elaine Casey
26	Mark Rivera
6	David Coggeshall
35	Martha Kuey Albert
18	Langdon B. Rivers Jr.
11	William A. Baco
3	Mitchell V. Hill
4	Ron Heistie
22	Alice Bennett
8	Mary G. Bowman
17	Debra Kuey
12	Jack Espinosa Jr.

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of JANUARY, 1988 by ELAINE CASEY, MARK RIVERA, DAVID COGGESHALL, MARTHA KUEY ALBERT, LANGDON B. RIVERS JR., WILLIAM A. BACO, MITCHELL V. HILL, RON HEISTIE, ALICE BENNETT, MARY G. BOWMAN, DEBRA KUEY, JACK ESPINOSA JR.



Roger E. Casary
NOTARY PUBLIC, State of Florida
My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 25, 1988
Guedes True Copy Inc. - Houston, TX

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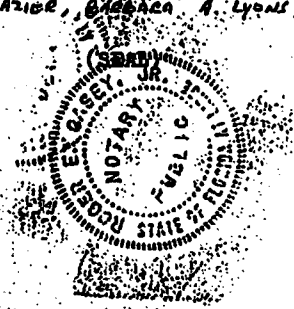
The Amendments to the Covenants, Conditions, and Restrictions as set forth above have been read by me, and are fully and completely understood by me, a lot owner, in Van Lakes Sub-division, of record on the sixteenth (16) day of January, 1988.

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Lot Number	Lot Owner
23	Michael J. Doran
24	Otto B. Fultz
38	James Statler
10	James Statler
29	Billy Bennett
1	Basil F. Middleton
36, 37, 42	James C. Van Fleet, Dyes - VFL St.
5	Mary Myers
30	Donald W. Frazier
16	Blanche A. Lyons
7	Randy L. Smith
13	Dominique R. Hall

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 16th day of JANUARY, 1988 by Michael J. Doran, Otto B. Fultz, James Statler, Billy Bennett, Basil F. Middleton, James C. Van Fleet, Mary Myers, Donald W. Frazier, Blanche A. Lyons, Randy L. Smith, Dominique R. Hall.



Roger C. Casey, Jr.
NOTARY PUBLIC, State of Florida
My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 25, 1988
Sweet's Time Saver - St. Louis, Mo.

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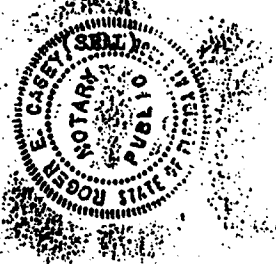
The Amendments to the Covenants, Conditions, and Restrictions as set forth above have been read by me, and are fully and completely understood by me, a lot owner, in Van Lakes Sub-division, of record on the sixteenth (16) day of January, 1988.

<u>Lot Number</u>	<u>Lot Owner</u>
27	Jessie C. [Signature]
34	John Myers
32	D. D. Michel
20	Jack R. Myers
28	Lloyd Eisenhart
25	Max V. Dean

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STATE OF FLORIDA
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 16th day of JANUARY, 1988 by Jessie Cummings, John Gaca, Ernest D. Michel, Jack R. Myers, Lloyd Eisenhart, Max V. Dean.



Roger E. Casady
NOTARY PUBLIC, State of Florida
My Commission Expires:
Notary Public, State of Florida
My Commission Expires June 25, 1988
Bonded thru Key safe - Insurance, Inc.

Make copy

M1511195

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

LAKE VAN, INC., hereinafter called declarant, is the owner in fee simple of certain real property located in Polk County, Florida, known by official plat designation as Van Lakes, pursuant to a plat recorded on _____, in Official Records Book 74, Page 25, of the public records of Polk County, Florida.

For the purpose of enhancing and protecting the value, attractiveness and desirability of the lots or tracts constituting such subdivision, declarant hereby declares that all of the real property described above and each part thereof shall be held, sold, and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property or any part hereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I. DEFINITIONS

- 1. "Association" shall mean and refer to VAN LAKES HOMEOWNERS ASSOCIATION, INC., its successors and assigns.
- 2. "Common area" shall mean all real property owned by the association for the common use and enjoyment of the owners. The common area to be owned by the association at the time of conveyance of the first lot is described as follows:

All area of road way including entrance, medians and area around sign to include land projection at Little Lake Van southwest corner of property, and lake frontage on Lake Van beginning at northeast corner of Lot 10 running along shore of lake hence due west on property line 500 feet thence a straight line to the northwest corner of Lot 11.

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- 3. "Declarant" shall mean LAKE VAN, INC., its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

- 4. "Lot" shall mean any plot of land shown on the recorded subdivision map referred to above with the exception of the common area and portions marked acreage.

LAKE VAN, INC.
Subscribed and sworn to before me this 11th day of August, 1974.

11/15

5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

6. "Member" shall mean every person or entity who holds membership in the association.

7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the association as hereinafter provided.

ARTICLE II. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

ARTICLE III. ASSESSMENTS

1. Lien and personal obligation of assessments. Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed,

pay to the association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments may include, but not necessarily be limited to, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common area.
- (c) Acquisition of furnishings and equipment for the common area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision as such may be subject to state, county and/or municipal private street ordinances.
- (e) Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- (f) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association.
- (g) Worker's compensation insurance to the extent necessary to comply with Florida Statutes, and any other insurance deemed necessary by the board of directors of the association.
- (h) A standard fidelity bond covering all members of the board of directors of the association and all other employees of the association in an amount to be determined by the board of directors.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this declaration or by law, or which shall be necessary or proper in the opinion of the board of directors of the association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- (j) In the event the need for maintenance or repair is attributable to the wilful or negligent act of the owner of a lot, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become part of the assessment to which such lot is subject.

3. Maximum annual assessment.

(a) Until January 1st of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment shall be \$ 150.00.

(b) From and after January 1st of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1st of the year immediately following the conveyance of the first lot by declarant to an owner, the maximum annual assessments may be increased above ten (10%) percent by the vote or written assent of the majority of each class of members.

(d) The board of directors of the association may fix the annual assessment at an amount not in excess of the maximum.

4. Special assessments for capital improvements. In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

5. Notice and quorum for action authorized under Paragraph 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Paragraph 3 or 4 shall be sent to all members not less than ten (10) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within thirty (30) days after the date of such meeting.

6. Uniform rate of assessment. Both annual and special assessments must be fixed at the uniform rate for all lots.

7. Commencement and collection of annual assessments. The annual assessments provided herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The board of directors shall fix the amount of the annual assessment against each lot at least ninety (90) days in advance of the due date thereof and shall fix the dates such amounts become due.

assessments may be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the association, setting forth whether the assessments against a specific lot have been paid, and shall, on or before February 15th of each year, cause to be recorded in the public records of Polk County, a list of delinquent assessments as of that date.

8. Effect of nonpayment of assessments; remedies of the association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of ten (10%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of his lot.

9. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV. PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

- (a) The right to charge reasonable admission and other fees for the use of any recreational facility situated within the common area;
- (b) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his lot remain unpaid, and the right, after hearing by the board of directors, to suspend such rights for a period not exceeding 42 days for any infraction of the published rules and regulations of the association;
- (c) The right to dedicate or transfer all or any part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of members assenting to such dedication or transfer has been duly recorded.

2. Delegation to Use. Subject to such limitations as may be imposed by the bylaws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

3. Easements of Encroachment. There shall exist reciprocal appurtenant easements between adjacent lots and between each lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unlawful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this declaration. Such easement shall exist to a distance of not more than one (1) foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the wilful conduct of an owner.

4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes of which such easements, reservations, and rights of way are reserved.

(c) Declarant, its successors and assigns (which is not meant to include lot purchasers) shall retain an easement for ingress and egress on and through the private streets of the subdivision property of the subdivided land, and any other lawful purpose.

(d) So long as the streets of the subdivision are not dedicated to a public use, easements for the use of such streets by employees of municipal and/or governmental agencies and their equipment for emergency/police activities are granted.

5. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

6. No Partition. There shall be no judicial partition of the common area, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in contiguity.

ARTICLE V. USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling not to exceed two stories in height and a private garage. If detached garage is constructed, it must be of materials as dwelling and built to harmonize with the external design of dwelling. No carports will be allowed.

2. No building shall be erected, placed or altered on any lot until the construction plans and specifications and plan showing the location of the structure have been approved by the declarant as to structural design, workmanship and materials, and harmony of external design with existing structures. Exterior block walls may not be finished with paint only.

3. The total living area of the main structure, exclusive of one story open porches and garages, shall be a minimum 1,250 square feet, unless declarant agrees.

4. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Paragraph 11 below.

5. No dwelling shall be erected nearer than 30 feet to the front lot line or nearer than 10 feet of side lines with Lot 24 being an exception. Rearyard setback 10 feet.

6. No structure of a temporary character, trailer, tent, basement, garage, barn or other outbuilding shall be used on any lot at any time as a residence permanently for more than 10 days. No semi-tractors or trailers or busses will be allowed. No vehicle with outdated license plate will be allowed to remain on property unless it is in an enclosed garage. No boats, trailers, campers, motorhomes or travel trailers shall be

kept on property unless kept in enclosed garage, or in rear of dwelling, with the exception of ten days for loading and/or unloading. This rule applies to visitors unless other approval is given by declarant. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

7. Nothing shall be done or kept on a lot or on the common area which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common area which would result in the cancellation of insurance of any residence or on any part of the common area, or which would be in violation of any law.

8. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view and no garbage or rubbish is to be buried or burned on any lot or common area.

9. In the event an owner of any lot in the subdivision fails to maintain the premises and improvements situated thereon in a manner satisfactory to the association, after approval by two-thirds vote of the board of directors, it shall have the right, through its agent, employees, and contractors, to enter any such lot and to repair, maintain and restore the lot and the exterior of all buildings and other improvements thereon. The cost of such repair, maintenance, and restoration shall be added to and become a part of the assessment to which such lot is subject.

10. TV antennas to be "in-attic", hidden from view.

11. Declarant or the transferees of declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

- (a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from doing on any part or parts of the subdivision owned or controlled by declarant or declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work;
- (b) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees, from constructing and maintaining on any part or parts of the subdivision property owned or controlled by declarant, declarant's

transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposal of lots by sale, lease or otherwise;

- (c) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by declarant or declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale, lease, or otherwise; or
- (d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots.

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As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residence.

12. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become any annoyance or nuisance to the neighborhood.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets, not to exceed two, of any species, may be kept. The Polk County leash law shall apply on these premises.

14. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than 2.5 x 2 square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and sale period.

15. No front yard fencing is allowed on any lot. Lakefront lots may have back yard fencing with open viewing only, such as chainlink; no higher than four feet for chainlink and no higher than three feet for other decorative open view fencing. The front of the house shall be considered to be on the street side of the structure.

16. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements to it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

17. Lot owner shall be responsible for keeping neat, so as to maintain neat appearance at all times, his lot before and after construction of home. Within 14 days of receipt of written notification of deficiencies in lot or house maintenance declarant will take action to correct problem and owner will be billed for services.

18. No fence, wall, hedge, or shrub planting which obstruct sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

19. Upon completion of development of Van Lakes all responsibility and upkeep of entrance, sign area and recreation area shall be left to the lot owners of the subdivision. At no time, during development or after completion, shall the declarant be responsible for safety and welfare of dwellers or otherwise, or for lifeguard service, or for accidents on property. Responsibility rests with each property owner.

20. Recreation facilities and common areas are limited to use by lot owners, their families and guests.

21. Each lot owner is to install by completion of home, a decorative postlamp to be located on the front property line which is to be kept lit nightly.

22. No one under $\frac{17}{12}$ years of age is to occupy any residence on a permanent basis (more than one month).

23. No unlawful activity is to be carried out on the premises of Van Lakes at any time.

ARTICLE VI. EASEMENT FOR CABLE TELEVISION

To avoid the necessity of a separate television antenna for each lot, cable television may be available to each owner if he so desires. To the extent required to effectuate this plan, there shall be an easement in favor of declarant for the purpose of providing connection of each lot with the cable and maintaining the cable system. Maintenance and repairs of the cable equipment, connections, and easements shall be the responsibility of the cable television company, and this responsibility shall be established by the terms of an agreement between declarant and a reputable cable television company.

The foregoing easements are granted and reserved subject to the condition that their use and enjoyment shall not interfere with the use, occupancy, or enjoyment of all or any part of the lots servient to them or to which they are appurtenant. Each lot owner desiring to participate in cable television service shall contract individually with the cable television company for connection, and shall be billed directly and individually for such services.

2606 0758

ARTICLE VII. PARTY WALLS POLK OFF. REC. PAGE

1. General Rules of Law of Apply. Each wall built as a part of the original construction of the homes within the subdivision and placed on the dividing line between the lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

2. Sharing of repair and maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

3. Destruction by fire or other casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall contribute to the costs of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or wilful acts or omissions.

4. Weatherproofing. Notwithstanding any other provisions in this articles, an owner who, by his negligent or wilful acts causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

5. Right to contribution to run with the land. The right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

6. Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all the arbitrators shall bind the parties.

Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, except for only normal wear and tear.

ARTICLE IX. OWNER'S OBLIGATION TO REBUILD

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

2606 0759

ARTICLE X. ANNEXATION OF ADDITIONAL PROPERTY

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Additional residential property and common area may be annexed to the subdivision with the consent of two-thirds of the association membership. Declarant represents its intention and hereby reserves the right, though not the obligation, to annex adjacent property for further development of subdivided property. With the initiation of such further development, the association herein shall increase its membership thereby or otherwise merge and become one association as to all subdivided property. This provision shall also apply to any subsequent annexations.

ARTICLE XI. GENERAL PROVISIONS

1. Enforcement. Declarant, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by declarant, the association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

3. Amendments. Covenants and restrictions of this declaration may be amended by only recording an instrument executed and acknowledged by not less than three-quarters of each class of members.

4. Subordination. No breach of any of the conditions herein contained or reentry in reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein, provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

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5. Duration. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the association or any member thereof for a period of twenty (20) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the then owners of at least three-quarters of the subdivision lots.

Executed at Chickadee on the 7th day of March, 1983.

Signed, sealed and delivered in the presence of:

Mary H. White
David C. Busch

LAKE VAN, INC.

President
BY: David C. Busch

Secretary
Nancy H. Busch

STATE OF FLORIDA

COUNTY OF

BEFORE ME, personally appeared David C. Busch and Nancy H. Busch, to me well known, and known to me to be the individuals described in and who executed the foregoing instrument, as David C. Busch President and Nancy H. Busch Secretary of the above named Lake Van, Inc., a corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal this 7th day of March, 1983.

Devin Everett
Notary Public

My Commission expires: 6-21-88

This Instrument was prepared by:
RALPH L. EVANS, ESQUIRE
Post Office Box 3247
Deer Beach, FL 32960

FILED, RECORDED AND
RECORD VERIFIED
E. D. DIXON, CL. CL. CL.
POLK COUNTY, FLA.
BY MS D.C. 13

FILED, RECORDED AND
RECORD VERIFIED
E. D. DIXON, CL. CL. CL.
POLK COUNTY, FLA.
BY SW D.C.

MAR 15 1983

**VAN LAKES HOMEOWNERS ASSOCIATION, INC.
CERTIFICATE OF CORPORATE RESOLUTION**

I HEREBY CERTIFY that at a meeting of the homeowners of VAN LAKES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, duly called (a quorum being present) in the City of Auburndale, Florida, on the 21st day of January, 1989, the following resolutions were duly adopted and are now in full force and effect:

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions dated March 7, 1983, and recorded on May 9, 1983, in Official Record Book 2152, Page 1133-1145, inclusive, as amended by instrument recorded on February 22, 1988, in Official Record Book 2606, Page 0738-0747, inclusive, applies to certain real property known by official plat designation as Van Lakes, pursuant to a plat recorded in Plat Book 74, Page 25, of the Public Records of Polk County, Florida; and

WHEREAS, VAN FLEET ESTATES, INC., a Florida corporation, has developed certain contiguous real property known by official plat designation as Van Lakes II, pursuant to a plat recorded in Plat Book 87, Page 8, of the Public Records of Polk County, Florida; and

WHEREAS, VAN FLEET ESTATES, INC., has petitioned VAN LAKES HOMEOWNERS ASSOCIATION, INC., for membership in the homeowners association of all lot owners in Van Lakes II; and

WHEREAS, VAN LAKES HOMEOWNERS ASSOCIATION, INC., deemed it advisable to accept the owners of all lots in Van Lakes II as members in good standing of its association;

NOW, THEREFORE, it is

RESOLVED, that the petition of VAN FLEET ESTATES, INC., a Florida corporation, for membership in the homeowners association of all owners of Lots in Van Lakes II, according to plat thereof in Plat Book 87, Page 8, Public Records of Polk County, Florida, is hereby granted;

Stanley, Wines, Bennett, Murphy, Spanjers & Helms
P.O. Box 860
Winter Haven, Fl. 33882

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RESOLVED FURTHER that the membership of the association is hereby increased to accommodate the new members, and VAN LAKES HOMEOWNERS ASSOCIATION, INC., shall henceforth be composed of the owners of lots in Van Lakes (Plat Book 74, Page 25) and Van Lakes II (Plat Book 87, Page 8);

RESOLVED FURTHER that the Declaration of Covenants, Conditions, and Restrictions applicable to Van Lakes (as amended) shall henceforth also apply to Van Lakes II.

IN WITNESS WHEREOF I have hereunto set my hand as President of VAN LAKES HOMEOWNERS ASSOCIATION, INC., and affixed the corporate seal this 31st day of January, 1989.

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VAN LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation

BY: Roger Casey
ROGER CASEY, President

DEPT 15 9.00
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3591 #
CHECKS 1.0 - 50
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STATE OF FLORIDA
COUNTY OF POLK

02/24/89

The foregoing was acknowledged before me by ROGER CASEY, as President of the VAN LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on this 31 day of January, 1989, and he acknowledged to me that he also affixed the corporate seal thereto.



R. Lee Smith
Notary Public, State of Florida

My Commission Expires: _____

Notary Public, State of Florida
My Commission Expires Oct. 22, 1991
Bonded thru Key-Fols - Insurance Inc.

This instrument prepared by:
BARRY W. BENNETT of
STANLEY, WINBS, BENNETT,
MURPHY, SPANJERS & HELMS, P. A.
Attorneys at Law
P. O. Box 860
Winter Haven, Florida 33882

FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, Cl. Cr. Cl.
POLK COUNTY, FLA.
D.C.

**VAN LAKES HOMEOWNERS ASSOCIATION, INC.
CERTIFICATE OF CORPORATE RESOLUTION**

1990 MAR -1 AM 10:58

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R STANLEY, WINES BENNETT LAW FIRM
P.O. Box 860
Winter Haven, Florida 33892-0860

I HEREBY CERTIFY that at a meeting of the homeowners of VAN LAKES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, duly called (a quorum being present) in the City of Auburndale, Florida, on the 20th day of January, 1990, the following resolutions were duly adopted and are now in full force and effect:

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions dated March 7, 1983, and recorded on May 9, 1983, in Official Record Book 2152, Page 1133-1145, inclusive, as amended by instrument recorded on February 22, 1988, in Official Record Book 2606, Page 0738-0747, inclusive, applies to certain real property known by official plat designated as Van Lakes, and Van Lakes II, pursuant to plats recorded in Plat Book 74, Page 25, and in Plat Book 87, Page 8, respectively, of the Public Records of Polk County, Florida; and

WHEREAS, VAN FLEET ESTATES, INC., a Florida corporation, has developed certain contiguous real property known by official plat designation as Van Lakes III, pursuant to a plat recorded in Plat Book 88, Page 29, of the Public Records of Polk County, Florida; and

WHEREAS, VAN FLEET ESTATES, INC., has petitioned VAN LAKES HOMEOWNERS ASSOCIATION, INC., for membership in the homeowners association of all lot owners in Van Lakes III; and

WHEREAS, VAN LAKES HOMEOWNERS ASSOCIATION, INC., deemed it advisable to accept the owners of all lots in Van Lakes III as members in good standing of its association;

NOW, THEREFORE, it is

RESOLVED, that the petition of VAN FLEET ESTATES, INC., a Florida corporation, for membership in the homeowners association of all owners of lots in Van Lakes III, according to plat thereof in Plat Book 88, Page 29, Public Records of Polk County, Florida, is hereby granted;

RESOLVED FURTHER, that the membership of the association is hereby increased to accommodate the new members, and VAN LAKES HOMEOWNERS ASSOCIATION, INC., shall henceforth be composed of the owners of Van Lakes (Plat Book 74, Page 25), Van Lakes II (Plat Book 87, Page 8) and Van Lakes III (Plat Book 88, Page 29);

10/20

RESOLVED FURTHER, that the Declaration of Covenants, Conditions, and Restrictions applicable to Van Lakes (as amended) and Van Lakes II shall henceforth also apply to Van Lakes III.

IN WITNESS WHEREOF, I have hereunto set my hand as President of VAN LAKES HOMEOWNERS ASSOCIATION, INC., and affixed the corporate seal this 21st day of February, 1990.

VAN LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation

(Corporate Seal)

BY: Roger Casey
ROGER CASEY, President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing was acknowledged before me by ROGER CASEY, as President of VAN LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on this 21st day of February, 1990, and he acknowledged to me that he also affixed the corporate seal thereto.

(SEAL)

Peggy L. Nutt
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 21, 1990,
DENIED THIS NOTARY PUBLIC UNDERWRITING

This instrument prepared by:
BARRY W. BENNETT of
STANLEY, WINES, BENNETT, MURPHY,
SPANJERS & HELMS, P.A.
Post Office Box 860
Winter Haven, Florida 33882

DEPT 15 9.00
DEPT 91 1.50
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CHECK 10.50
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03/01/90

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FILED, RECORDED AND
RECORD VERIFIED
E. D. "Bud" DIXON, CL. CR. CL.
POLK COUNTY, FLA.
BY EB D.G.

State of Florida



Department of State


I certify the attached is a true and correct copy of the Articles of Incorporation of VAN LAKES HOMEOWNERS ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on March 3, 1983, as shown by the records of this office.

The document number of this corporation is 767290.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Tenth day of July, 2019



CR2E022 (01-11)


Laurel M. Lee
Secretary of State



FLORIDA DEPARTMENT OF STATE

**THE ATTACHED COPIES ARE
THE BEST AVAILABLE.**

**SOME OR ALL OF THE ORIGINAL
DOCUMENTS SUBMITTED FOR
FILING WERE NOT SUITABLE FOR
MICROFILMING.**

ARTICLES OF INCORPORATION

OF

VAN LAKES HOMEOWNERS ASSOCIATION, INC.

I, the undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, do hereby adopt the following articles of incorporation for such corporation:

ARTICLE I

The name of the corporation (hereinafter referred to as the association) is VAN LAKES HOMEOWNERS ASSOCIATION, INC.

ARTICLE II

The specific primary purposes for which the association is formed are to provide for the maintenance, care and improvement of the residence lots and common areas within a certain subdivided tract of real property described as follows:

Begin at a P.R.M. lying 468.09 feet North and 619.01 feet West of the SE corner of the NE 1/4 of the NW 1/4, of Section 26, Township 27 South, Range 25 East, Polk County, Florida, and run North 89°49'22" East parallel with the South boundary of said NE 1/4 of NW 1/4, 350.00 feet, thence South 00°10'38" East, 100.00 feet; thence North 89°49'22" East 724.52 feet; thence North 36°49'22" East 785.09 feet; thence South 53°10'38" East, 175.00 feet; thence South 36°49'22" West 72.34 feet to a point on the curve on the right of way of Van Drive, said curve having a radius of 50.00 feet; thence Southeasterly, along said curve, thru a central angle of 29°30'00", for an arc length of 25.74 feet; thence North 66°19'22" East, 90.56 feet; thence South 53°10'38" East, to the waters edge of Lake Van; thence Southwesterly, along said waters edge to a point lying on the South boundary of the NW 1/4 of the NE 1/4 of said Section 26 thence South 89°49'22" West, along said South boundary to the Southeast corner of the NE 1/4 of the NW 1/4 of said Section 26, thence North 0°10'38" West, 10.00 feet; thence South 89°49'22" West, 678.77 feet; thence deflect 45° to the right to the waters edge of Little Lake Van; thence Northeasterly along said waters edge to a point lying South 89°49'22" West from the Point of Beginning; thence North 89°49'22" East, to the Point of Beginning.

and to promote the health, safety, and welfare of the residents within the above described subdivision and such additions thereto as may hereafter be brought within the jurisdiction of the association for such purpose.

In furtherance of such purposes, the association shall have power to:

(a) Perform all of the duties and obligations of the association as set forth in a certain Declaration of Covenants, Conditions, and Restrictions (the declaration) applicable to the subdivision and to be recorded in the public records of Polk County, Florida.

(b) Affix, levy, and collect and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the declaration; and pay all expenses in connection therewith, and all office and other expenses incidental to the conduct of the business of the association, including all licenses, taxes, or governmental charges levied on or imposed against the property of the association;

(c) Acquire (by gift, purchase or otherwise) own, hold, and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the association;

(d) Borrow money and, subject to the consent by vote or written instrument of two-thirds of each class of members, mortgage, pledge, convey by deed of trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell, or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds of each class of members, agreeing to such dedication, sale or transfer;

(f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purpose, or annex

additional residential property or common areas, provided that any merger, consolidation, or annexation shall have the assent by vote or written instrument of two-thirds of each class of members;

(g) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The association is organized and shall be operated exclusively for the purposes set forth above. The activities of the association will be financed by assessments against members as provided in the declaration, and no part of any net earnings of the association will inure to the benefit of any member.

ARTICLE III

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the association, including contract sellers, but excluding persons or entities holding title merely as security for performance of an obligation, shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of a lot which is subject to assessment by the association.

ARTICLE IV

The period of duration of the association shall be perpetual.

ARTICLE V

The name and residence address of the subscriber is:

<u>Name</u>	<u>Address</u>
David C. Busch	901 Van Drive Auburndale, FL

ARTICLE VI

The affairs of the association shall be managed by a board of directors, a president and vice president, who shall at all times be members of the board of directors, and a secretary and

treasurer. Such officers shall be elected at the first meeting of the board of directors following each annual meeting of members.

ARTICLE VII

The number of persons constituting the first board of directors of the association shall be three (3), and the names and addresses of the persons who shall serve as directors until the first election are:

<u>Name</u>	<u>Address</u>
David C. Busch	901 Van. Drive Auburndale, FL
Gerald Winsett	519 Pearson Path Auburndale, FL
Thomas Reinhold	812 A Ariana Blvd. Auburndale, FL

ARTICLE VIII

The bylaws of the association may be made, altered, or rescinded at any annual meeting of the association, or at any special meeting duly called for such purpose, on the affirmative vote of two-thirds of each class of members existing at the time of and present at such meeting.

ARTICLE IX

Amendments to these articles of incorporation may be proposed by any member of the association. These articles may be amended at any annual meeting of the association, or any special meeting duly called and held for such purpose, on the affirmative vote of a majority of each class of members existing at the time of, and present at such meeting.

ARTICLE X

The association shall have two classes of voting members as follows:

CLASS A. Class A members shall be all owners with the exception of declarant, as such term is defined in the declaration, and shall be entitled to one vote for each lot

owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as such members may determine among themselves, but in no event shall more than one vote be cast with respect to any lot owned by Class A members.

CLASS B. The Class B member shall be the declarant, as such term is defined in the Declaration, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

ARTICLE XI

On dissolution, the assets of the association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any nonprofit corporation, association, trust or other organization organized and operated for such similar purposes.

ARTICLE XII

The street address of the initial registered office of this corporation shall be 901 Van Drive, Auburndale, FL and the initial registered agent for such corporation at such address shall be David C. Busch.

Executed at Vero Beach, Florida, this 28 day of

January, 1983.

Signed, sealed and delivered
in the presence of

[Signature]

[Signature]
David C. Busch

[Signature]

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

BEFORE me, personally appeared DAVID C. BUSCH, to me well known and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed.

WITNESS my hand and seal this 28 day of Jan., 1983.

[Signature]
Notary Public
My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
211 Commissioner's Office, Tallahassee, FL 32301
2025 JAN 31, 1983

RALPH L. EVERETT, ATTORNEY AT LAW, POST OFFICE BOX 1247, 7500 CARROLL, OPAKA, FLORIDA 32909-0127, TELEPHONE (304) 231-1000

**By-Laws
Of
Van Lakes Homeowners Association
(A Not-For-Profit Corporation)**

**Article I
General**

Section 1: The Name: The name of the corporation shall be Van Lakes Homeowners Association.

Section 2: Principal Office: The principal office of the corporation shall be at 304 Van Lakes Blvd. Auburndale, Florida 33823 Polk County, Florida, or at such other place as may be subsequently designated by the Board of Directors.

Section 3: Definition and Purpose: For the purpose hereinafter stated, the term "corporation" shall be equivalent to the term "association" as defined in the Declaration of Covenants, Conditions and Restrictions of Van Lakes as recorded in Official Records Book 2152, page 1133 et seq. of the public records of Polk County, Florida on May 9, 1983.

**Article II
Directors**

Section 1: Number and Term: The number of directors which shall constitute the whole Board shall be not less than nine (9) nor more than eleven (11). All directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting of the membership. At the first annual meeting the members shall elect from among the members of the corporation one director for a term of one year each, two directors for a term of two years each, and two for a term of three years each; at each annual meeting thereafter the members shall elect from among the membership directors for a term of three years each or until their successor shall be elected and shall qualify.

The President, Vice President, Treasurer and Secretary shall be elected by a majority of members for two year terms. Each officer shall hold office until his successor has been duly elected and qualifies.

Section 2: Vacancy and Replacement: If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors duly called for this purpose shall choose a successor or successors who shall hold office for the unexpired term in respect to which vacancy occurred. Any or all of the members of the Board of Directors may be removed with or without cause by vote of the members of the Corporation. The Board of Directors may remove any director thereof for cause only.

Section 3: Powers:

A. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all such powers and do all such lawful acts and things required by the business of the association as are not by statute or by the Certificate of Incorporation, the

Declaration of Covenants, Conditions and Restrictions or by the By-Laws, directed or required to be exercised or done by the members. These powers shall specifically include, but not limited to the following:

(1) To make, levy and collect assessments against members payable in advance. By a majority vote, the Board of Directors may increase the assessments or vote any special assessment in excess of that amount, if required to meet any necessary additional expenses, but said increase can only be made in the proportion established hereinafter.

(2) To use and expend the assessments collected to maintain, care for and preserve the common areas as defined in Article I of the Declaration of Covenants, Conditions and Restrictions, other than those portions thereof which are required to be maintained, cared for and preserved by the individual lot or parcel owners.

(3) To make payments for taxes and assessments levied and assessed against the common areas and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(4) to enter into and upon the lots or parcels when necessary and with as little inconvenience to the owner as possible, in connection with such maintenance, care and preservation. Each owner of a private dwelling grants a perpetual easement to the association or its duly authorized agents to enter onto his private property at any reasonable time (or at any unreasonable time as the necessities of the situation should so require) for the above said purpose.

(5) To repair and replace common property machinery, equipment and other things.

(6) To insure and keep insured the owners and the association against public liability and such other insurance as the Board of Directors may deem advisable. Such insurance may be taken out by the Board of Directors in the name of the Corporation for the benefit of all the membership.

(7) To collect delinquent assessments by legal action or otherwise; to abate nuisances and to enjoin or seek damages from the owners of the private dwellings for violations of these By-Laws or any other the other governing rules.

(8) To employ a manager if necessary who shall manage the common areas on such terms and conditions as the Board of Directors shall deem appropriate, and to delegate to such manager such powers as may be necessary in connection with the operation of the common areas; to employ workmen and gardeners and to purchase supplies and equipment; to enter into contract, and generally to have the powers of manager in connection with the matters set forth herein; or, to enter into Management Contract with a professional management organization within and whereby the management organization is engaged to manage and maintain the common areas upon such terms and conditions as the Board of Directors shall deem appropriate.

(9) To acquire and enter into agreements whereby the Association will acquire leaseholds, membership, and other possessory or use interest in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the subdivision for enjoyment, recreation or other use or benefit of the lot or parcel owners; and to declare the expenses of rentals, membership fees, operations,

replacements and other undertakings in connection therewith to be common expenses and to include covenants and restrictions concerning the use of the same by the lot or parcel owner.

(10) To make reasonable rules and to amend same from time to time; such rules and amendments shall be binding upon the owners after the Board has approved same.

Section 4: Officers

A. The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors. He shall execute bonds, mortgages, and other contracts requiring a seal, under the seal of the Corporation and attested by the Secretary, except where the same are required or permitted by law to be otherwise signed.

B. During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

C. The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all contracts in the name of the Corporation when Counter-signed by the President or Vice-President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and counter-signed by the President or Vice-President. He may be required to give the Corporation a bond in a sum with one or more sureties satisfactory to the board, for the faithful performance of the duties of his office. The cost of the premium of any bond required herein shall be paid for by the Association.

D. The Secretary shall keep the minutes of the Board of Directors and the minutes of the members. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

Section 5: Indemnification of Corporate Officers: Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association, or any settlement thereof, whether or not he is a director at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification therein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. There foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled and not provided for.

Section 6: Resignations: Any director or other officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the Corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of the resignation shall not be required to make it effective.

Article III
Membership

Section 1: Definition: Members of the Association shall be limited to the owner of a lot or parcel in the subdivision who shall automatically become a member of the Association and said membership shall be an incident of ownership and not separately transferrable.

Section 2: Voting Rights: Each member shall have those voting rights at all meetings of the members of the Association as set out in Article 2 Paragraph 2 of the Declaration of Covenants, Conditions and Restrictions for Van Lakes. Since Class B membership has ceased, all members shall be entitled to one vote for each lot owned.

Section 3: Transfer of Membership and Ownership: Membership in the Corporation may be transferred only as an incident to the transfer of ownership of the transferor's lot or parcel. Unless otherwise provided herein, such transfer shall only be accomplished with the approval of the Board of Directors, which approval shall not be unreasonably withheld.

Article IV
Meetings of Members

Section 1: Annual or Special Meetings:

A. The Annual Meeting of Members of the Corporation shall be held on such date or dates as shall be fixed from time to time by the Board of Directors of the Corporation. The first Annual Meeting shall be held on a date within twelve months after the formation of the Corporation. Each successive Annual Meeting shall be held on a date not more than twelve months following the preceding Annual Meeting. Special Meetings of members may be held on such date or dates as may be fixed by the Board of Directors of the Corporation from time to time and by the members on such date or dates as shall be permitted by Law.

B. Any Annual or Special meeting of Members may be held at such place within the State as the Board of Directors of the Corporation may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

C. Annual or Special Meetings of Members may be called by the Board of Directors or by any officer of the Corporation instructed to do so by the Board of Directors, except to the extent that directors may be required by law to call a meeting, and shall be called by the Secretary on behalf of the members, when required to do so by law.

D. Written notice stating the place, day and hour of the meeting shall be given for all meetings. Such notice shall state the person or persons calling the meeting. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special meeting shall state the purpose or purposes for which the meeting is called. At any Special Meeting, only the business stated in the Notice of Meeting may be transacted thereat. Notice of Meeting shall be given either personally or by first class mail not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of the Corporation. Notice shall be deemed to have been given when deposited

with postage prepaid in a post office or other official depository under the exclusive jurisdiction of the United States Post Office. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person or by proxy at the meeting without protesting the lack of notice of a meeting, shall constitute a waiver of notice by such member. Any notice of meeting to members relating to the election of directors, shall set forth any amendments to the By-Laws of the Corporation adopted by the Board of Directors, together with a concise statement of the changes made.

Section 2: Membership List: At every meeting of members, there shall be presented a list or record of members as of the record date, certified by the officer responsible for its preparation, and upon request therefor, any member who has given written notice to the Corporation, which request shall be made at least 10 days prior to such meeting, shall have the right to inspect such list or record at the meeting. Such list shall be evidence of the right of the persons to vote at such meeting, and all persons who appear on such a list or record to be members may vote at such meeting.

Section 3: Annual Report: At each Annual Meeting of Members, the Board of Directors shall present an Annual Report. Such report shall be filed with the records of the Corporation and entered in the minutes of the proceedings of such Annual Meeting of Members.

Section 4: Rules of Procedure:

A. Meetings of the members shall be presided over by the following officers, in order of seniority - President, Vice-President or, if neither of the foregoing is in office or present at the meeting, by a Chairman to be chosen by a majority of the members in attendance. The Secretary of the Corporation shall act as Secretary of every meeting. When the Secretary is not available, the Chairman may appoint a Secretary of the meeting.

B. The order of business at all meetings of members shall be as follows:

- Roll Call
- Reading of the minutes of the preceding meeting
- Report of standing committees
- Officer's Reports
- Old Business
- New Business

Section 5: Right to Vote: Every member in good standing may authorize another person to act for him by proxy in all matters in which a member may participate, including waiving notice of any meeting, voting or participating in a meeting, or expressing consent or dissent without a meeting. Every proxy shall be signed by the member or his attorney in fact, and shall be revocable at the pleasure of the member executing it, except as otherwise provided by law. Except as otherwise provided by law, no proxy shall be valid after the expiration of eleven months from its date.

Section 6: Inspectors: The directors may, but need not appoint one or more inspectors to act at any meeting or any adjournment thereof. If inspectors are not appointed, the presiding officer of the meeting may, but need not, appoint inspectors. Each appointed inspector shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his ability. The inspectors shall determine the number of memberships outstanding, the voting power of each, the number of memberships represented at the meeting, the existence of a quorum, and validity and effect of proxies. The inspectors shall receive votes, ballots or consents, hear and determine all challenges and questions arising in connection with the right to vote, count and tabulate all votes, ballots or consents, determine the result and do such acts as are proper to conduct the election or vote of all members. The inspectors shall make a report in writing of all matters determined by them with respect to such meeting.

Section 7: Quorum: Except as provided by law, the members entitled to cast a majority of the total number of votes entitled to be cast at the meeting, shall constitute a quorum at a meeting of members for the transaction of any business. The members present may adjourn the meeting despite the absence of a quorum. Each membership shall entitle the holder thereof to one vote. In the election of directors, a plurality of the votes cast shall elect. Except to the extent provided by law, all other action shall be by a majority of the votes cast, provided that the majority of the affirmative votes cast shall be at least equal to a quorum. Whenever the vote of members is required or permitted, such action may be taken without a meeting on the written consent setting forth the action taken signed by all the members entitled to vote.

Section 8: Record Date: The Board of Directors of the Corporation shall fix a record date for the purpose of determining members entitled to notice of, to vote, to express consent or dissent from any proposal without a meeting, to determine members entitled to receive distributions or allotment of rights, or for any other proper purpose. Such record date shall not be more than 50 days nor less than 10 days prior to the date of such meeting or consent or the date on which any distribution or allotment of rights, as the case may be, is to be made. In the event no record date is fixed, the record date for the determination of members entitled to vote at a meeting of members shall be the close of business on the day next preceding the day on which notice is given, or, if no notice is given, the day on which the meeting is held. The record date for determining members for any purpose other than that specified in the preceding sentence shall be the close of business of the day on which the resolution of directors relating thereto is adopted. Establishment of a record date shall apply to any adjournment of any meeting, unless a new record date is fixed by the Board of Directors for such adjourned meeting.

Section 9: Membership I.D.: The Board of Directors may cause to be issued certificates, cards or other instruments permitted by law evidencing membership in the Corporation. Such membership certificate, card or other instrument shall be non-transferable, and a statement to that effect shall be noted on the certificate, card or other instrument. Membership certificates, cards or other instruments, if issued, shall bear the signatures or facsimile signatures of an officer or officers designated by the Board of Directors and may bear the seal of the Corporation or a facsimile thereof.

Article V **Notices**

Section 1: Definitions: Whenever under the provisions of the statutes or of the Certificate of Incorporation or these By-Laws notice is required to be given to any directors or member, it shall not be construed to mean personal notice; but such may be given in writing, by mail, by depositing same in a post office or letter-box in a post paid sealed wrapper, addressed to such director or member at such address as appears on the Books of the Corporation.

Section 2: Service of Notice - Waiver: Whenever any notice is required to be given under the provisions of the Statutes or of the Certificate of Incorporation or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time states therein shall be deemed the equivalent thereof.

Article VI **Finances**

Section 1: Fiscal Year: The fiscal year shall begin the first day of January.

Section 2: Checks: All checks or demands for money and notes of the Corporation shall be signed by any two of the following officers: President, Vice-President, or Treasurer.

Section 3: Assignments: The Board of Directors of the Corporation shall, from time to time, fix and determine the sum or sums necessary for the continued operation of the common areas. It shall determine the total amount required, including the operational items such as taxes, insurance, repairs, maintenance and other operating expenses. The total annual requirements shall be assessed as a single sum against all lots or parcels and prorated to each of the said lots or parcels in accordance with the provisions contained in the Declaration. Said assessments, if required, shall be levied and paid in the same manner as hereinbefore provided for regular assessments. The owner agrees promptly to pay when due the annual and all special assessments assessed against his own lot or parcel. No members shall be personally liable for any debts of the common area operation.

Section 4: Operating Account: There shall be established and maintained a cash deposit account to be known as the "Operating Account" into which shall be deposited the operating portion of all annual and special assessments as authorized. Disbursements from said account shall be for the general needs of the Corporation, including but not limited to wages, repairs, maintenance and other operating expenses of the Corporation.

Section 5: Annual Audit: An audit of the Accounts of the Association shall be made annually and a copy of the report shall be furnished to each member no later than April 15th of the year following the year for which the report is made.

Article VII

Section 1: The seal of the Corporation shall have inscribed thereon the name of the Corporation, the year of its organization and the words "non-profit". Said seal may be used in accordance with the directions of the Board of Directors.

Article VIII **House Rules**

In addition to the other provisions of these By-Laws, the following house rules and regulations, together with such additional rules and regulations as may hereinafter be adopted by the Board of Directors, shall govern the use of the lots or parcels located therein, and the conduct of all residents thereof.

A. All common areas shall be used for residential purposes only, for the owners thereof, for their immediate families and social guests, and for tenants occupying said lot or parcel under lease. They may not be used for any business or commercial use whatsoever.

B. Lot or parcel owners shall not use or permit the use of the common areas in any manner which would be disturbing to or a nuisance to other said owners, or in such a way as to be injurious to the reputation of said subdivision.

C. Lot or parcel owners or occupants having pets must keep said pets on leash and said pets shall not be permitted to roam over the subdivision property unless accompanied by the owner or the owner's representative, to the end that the owner's or occupant's pet shall not be permitted to disturb other owners or occupants or to create a condition of nuisance or discomfort to other lot or parcel.

D. Neither lot or parcel owners, occupants nor their guests shall be permitted to park automobiles or other vehicles on any common area within the subdivision property.

Article IX **Default**

In addition to the provisions of Article 3 of the Declaration of Covenants, Conditions and Restrictions, the following applies:

In the event an owner of a lot or parcel does not pay any sums, charges or assessments required to be paid to the Association within thirty (30) days from the due date, the Association through its Board of Directors or manager, may foreclose, the lien encumbering the lot or parcel created by the non-payment of the required monies. In said foreclosure action the plaintiff shall be entitled to the appointment of a receiver. The plaintiff shall also have the right to bid in the lot or parcel at foreclosure sale and to acquire and hold, mortgage and convey the same. A suit to recover a money judgement for unpaid common expenses or monthly assessments shall be maintainable without foreclosure or waiving the lien securing the same. The losing defendant in either action shall pay the costs thereof, together with reasonable attorney's fee.

If any action of foreclosure is brought against the owner of a lot or parcel for the non-payment of monies due the Association or a mortgagee and the interest of said owner in and to the real estate is foreclosed, then at the time of foreclosure sale, the lot or parcel owner's rights in and to the Association shall be similarly foreclosed and a new certificate of beneficial interest shall be issued to the purchaser of said foreclosed lot or parcel at foreclosure sale.

If the Association becomes the owner of the lot or parcel in question, it shall offer said lot or parcel for sale and when such sale is consummated, it shall from the proceeds received from said sale, first deduct all sums of money due it for monthly assessments and charges, all costs incurred in the bringing of the lawsuit in question, including reasonable attorney's fees and any and all expenses incurred in the resale of the lot or parcel in question, including advertising expenses, real estate brokerage fees and expenses necessary for refurbishing of the lot or parcel. Any monies remaining shall be payable to the former owner of the lot or parcel so sold.

In the event of violation by the owner of a lot or parcel of the provisions of the Enabling Declaration, Corporate Charter, or Restrictions and By-Laws as are now or hereafter constituted, the Association may, after giving thirty (30) days notice to said owner, by direction of its Board of Directors, bring a court action on said violation and shall have the right to petition for cancellation of the lot or parcel owner's interest in his lot or parcel. If such be granted by the Court, then the interest of the violating lot or parcel owner shall be foreclosed in accordance with the then existing Florida laws relating to the foreclosure of either mortgages or liens whichever

shall be more applicable. Each owner of a lot or parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance.

Section 1: Surrender of Lot or Parcel: In the event of the legal termination of a certificate and of the occupancy rights thereunder, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned lot or parcel to the Association in good condition and the Association shall have the right to re-enter and to repossess the lot or parcel. The member for himself, and any successor in interest by operation of law or otherwise hereby waives any and all notice and demand for possession if such be required by law.

Article X
Amendment

These restrictions and By-Laws may only be altered, amended or added to at any duly called meeting of the members provided (1) that the notice of meeting shall contain a full statement of the proposed amendment, and (2) that the quorum requirement for such purpose shall be a majority of all members. In addition, it shall be necessary to secure a three fourths (3/4ths) vote of all persons constituting the quorum in order to amend the restriction and By-Laws.

Article XI
Construction

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

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

Article XII
Arbitration

Any questions arising concerning the construction of any of the By-Laws set forth herein or the action on the part of the Board of Directors, with reference to any of the duties and responsibilities placed upon the said Board of Directors, the aggrieved member shall have the right to have the dispute in question arbitrated pursuant to the terms and conditions of the Florida Arbitration Code, Florida Statutes 1967, Chapter 682, et seq. or its successor.

Article XIII
Miscellaneous

Section 1: The property and facilities of the Association shall at all times be restricted in use to the Association members and their guests.

Section 2: Under no circumstances shall Association property be leased or operated for profit.

Section 3: The breach of any of the foregoing provisions, conditions, restrictions or covenants, shall not defeat or render invalid the lien of any mortgage or deed to trust made in good faith for value as to any portion of said property, but said provisions, conditions, restrictions and covenants shall be binding upon and effective against any such mortgagee or trustee or owner thereof whose title thereto or whose Grantor's title thereto is or was acquired by foreclosure, Trustee's sale or otherwise. This provision is not meant to bind the foreclosing mortgagees to the rules contained herein for transfer of ownership interests in and to the lot or parcel. However, any mortgagee upon any lot or parcel agrees that with this one exception it shall comply with all other rules, regulations and By-Laws of the Association and its subsequent transferee shall thereafter similarly be bound by all of the Association rules, regulations and By-Laws.

Recorded May 19, 1987, this updated version of the By-Laws of the Association was adopted by the Van Lakes Homeowners Association, Inc., Board of Directors, on May, 12, 1987.

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

December 13, 2019

Julie Landrigan Ball, Esq.
Hardin and Ball, P.A.
1905 Bartow Road
Lakeland, Florida 33801

**Re: Van Lakes Homeowners Association, Inc., Approval;
Determination Number: 19252**

Dear Ms. Ball:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Van Lakes Homeowners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS DETERMINATION HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES, BY FILING A PETITION.

A PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF THE DATE OF FILING OF THE DETERMINATION AS INDICATED ON THE CERTIFICATE OF SERVICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230
AGENCY.CLERK@DEO.MYFLORIDA.COM

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 CALENDAR DAYS OF THE DATE OF THE FILING OF THE DETERMINATION.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

PURSUANT TO SECTION 120.573, FLORIDA STATUTES, AND CHAPTER 28, PART IV, FLORIDA ADMINISTRATIVE CODE, YOU ARE NOTIFIED THAT MEDIATION IS NOT AVAILABLE.

SCHEDULE "A"

LOT 1 VAN LAKES

Owner: Terry Stringer and Kaycie Stringer

Legal Description:

Lot 1, VAN LAKES, according to the map or plat thereof as recorded in Plat Book 74, Page(s) 25, Public Records of Polk County, Florida.

LOT 2 VAN LAKES

Owner: Jennipher L. Rogers

Legal Description:

Lot 2, VAN LAKES, a subdivision according to the plat thereof recorded in Plat Book 74, Page 25, of the Public Records of Polk County, Florida.

LOT 3 VAN LAKES

Owner: Kenneth M. Stanger and Julia S. Stanger, Trustees of the Stanger Revocable Living Trust dated May 11, 2010.

Legal Description:

Lot 3, VAN LAKES SUBDIVISION, according to the plat thereof as recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida.

LOT 4 VAN LAKES

Owner: Ronald L. Hester and Catherine A. Hester, as Trustees under the Ronald L. Hester and Catherine A. Hester Revocable Trust Dated May 9, 2006.

Legal Description:

Lot 4, and the Southerly 6 feet of Lot 5 of VAN LAKES, according to plat thereof recorded in Plat Book 74, Page 25, public records of Polk County, Florida.

LOT 5 VAN LAKES

Owner: Phillip A. Price and Debra S. Price

Legal Description:

Lot 5, less the Southerly 6 feet thereof VAN LAKES, according to the plat thereof as recorded in Plat Book 74, Page 25, of the Public Records of Polk County, Florida.

LOT 6 VAN LAKES

Owner: Kevin M. Nehila

Legal Description:

Lot 6, VAN LAKES, According To The Plat Thereof As Recorded In Plat Book 74, Page 25, Public Records Of Polk County, Florida.

LOT 7 VAN LAKES

Owner: Paul F. Byrne and Linda M. Byrne, as Trustees of the Byrne Family Living Trust dated the 8th day of October, 2009

Legal Description:

LOT 7 VAN LAKES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 25 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 8 VAN LAKES

Owner: James Lee Bowman

Legal Description:

Lot 8, VAN LAKES, and a undivided interest in all private roads, according to plat thereof recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida.

LOT 9 VAN LAKES

Owner: Michael F. Richter and Judith I. Richter

Legal Description:

Lot 9 of VAN LAKES, according to the Plat thereof, recorded in Plat Book 74, Page 25, of the Public Records of Polk County, Florida, LESS AND EXCEPT: Begin at the Northwest corner of said Lot 9 and run South 76°25'35" East along the Northerly boundary of said Lot 9, 56.60 feet, thence South 53°10'38" East, 73.40 feet, thence North 63°16'44" West, 127.38 feet to the Point of Beginning.

LOT 10 VAN LAKES

Owner: Ronald E. Vaughn and Sarah J. Coppock

Legal Description:

Lot 10, Van Lakes, according to the map or plat thereof as recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida.

Along with that part of Lot 9, Van Lakes, as recorded in Plat Book 74, Page 25, Public Records of Polk County, described as follows: Begin at the Northwest corner of said Lot 9 and run South 76°25'35" East, along the Northerly boundary of said Lot 9, 56.60 feet; thence 53°10'38" East, 73.40 feet; thence North 63°16'44" West, 127.38 feet to the Point of Beginning.

Along with that part of Lot 11, Van Lakes, as recorded in Plat Book 74, Page 25, Public Records of Polk County, described as follows: Begin at the Southeast corner of said Lot 11, Van Lakes and run North 36°49'22" West along Easterly boundary of Lot 11, 60.84 feet; thence South 62°36'30" East, 70.16 feet to the Northerly corner of Lot 10; thence South 66°19'22" West along the Westerly boundary of Lot 10, 90.56 feet to the right of way of Van Drive; thence along said right of way along a curve whose radius is 50.0 feet, delta of 29°30", arc length of 25.74 feet,

a chord bearing of North 38°28'38" West, a chord distance of 25.46 feet, to the Point of Beginning.

Along with, begin at the Northernmost corner of Lot 10, Van Lakes, as recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida, and run South 53°10'38" East along the Northerly boundary of said Lot 10, 225 feet, more or less, to the waters edge of Lake Van; thence Northeasterly along the waters edge 10 feet, more or less; thence North 53°10'38" West, parallel to and 10 feet from the Northerly boundary of said Lot 10, to a point lying North 36°49'22" East from the Point of Beginning; thence South 36°49'22" West, 10.0 feet to the Point of Beginning.

LOT 11 VAN LAKES

Owner: Clifford R. Lindaman and Mary F. Lindaman

Legal Description:

TRACT 1: LOT 11, VAN LAKES, ACCORDING TO PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, LESS AND EXCEPT: BEGIN AT THE SOUTHERNMOST CORNER OF LOT 11, VAN LAKES AS RECORDED IN PLAT BOOK 74, PAGE 25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT BEING ON THE RIGHT OF WAY OF VAN DRIVE, AND RUN NORTH 36 DEGREES 49 MINUTES 22 SECONDS EAST ALONG THE SOUTHEAST BOUNDARY OF SAID LOT 11, 72.34 FEET, TO THE SOUTHEASTERN CORNER OF SAID LOT 11, THENCE NORTH 53 DEGREES 10 MINUTES 38 SECONDS WEST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 11, 20.0 FEET; THENCE SOUTH 36 DEGREES 49 MINUTES 22 SECONDS WEST, 76.51 FEET TO A POINT ON THE RIGHT WAY OF VAN DRIVE, THENCE ALONG SAID RIGHT OF WAY SOUTHEASTERLY ALONG A CURVE HAVING A DELTA OF 23 DEGREES 34 MINUTES 42 SECONDS, RADIUS OF 50.0 FEET, AN ARC LENGTH OF 20.58 FEET TO THE POINT OF BEGINNING.

TRACT 2: BEGIN AT THE NORTHERNMOST CORNER OF LOT 11, VAN LAKES, AS RECORDED IN PLAT BOOK 74, PAGES 25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN SOUTH 36 DEGREES 49 MINUTES 22 SECONDS WEST ALONG THE WESTERLY BOUNDARY OF LOT 11, 100.00 FEET; THENCE NORTH 53 DEGREES 10 MINUTES 38 SECONDS WEST 50.0 FEET; THENCE NORTH 36 DEGREES 49 MINUTES 22 SECONDS EAST, 100.00 FEET; THENCE SOUTH 53 DEGREES 10 MINUTES 38 SECONDS EAST, 50.0 FEET TO THE POINT OF BEGINNING.

TRACT 3: BEGIN AT THE NORTHERNMOST CORNER OF LOT 11, VAN LAKES, AS RECORDED IN PLAT BOOK 74, PAGE 25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN SOUTH 53 DEGREES 10 MINUTES 38 SECONDS EAST ALONG THE NORTHERLY BOUNDARY OF SAID LOT 11, 155.0 FEET; THENCE NORTH 36 DEGREES 49 MINUTES 22 SECONDS EAST, 20.0 FEET, THENCE NORTH 53 DEGREES 10 MINUTES 38 SECONDS WEST, 205.0 FEET, THENCE SOUTH 36 DEGREES 49 MINUTES 22 SECONDS WEST, 20.0 FEET; THENCE SOUTH 53 DEGREES 10 MINUTES 38 SECONDS EAST 50.0 FEET TO THE POINT OF BEGINNING.

LOTS 12 AND 12A VAN LAKES

Owner: George E. Brooks and Janice C. Brooks

Legal Description:

Lot 12, VAN LAKES SUBDIVISION, according to the plat thereof, recorded in Plat Book 74, Page 25 of the Public Records of Polk County, Florida.

AND

Lot 12-A: Begin at the Northernmost corner of Lot 12, VAN LAKES, according to the plat thereof recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida, and run South 36°49'22" West along the Westerly boundary of Lot 12, 115.0 feet, thence North 53°10'38" West, 50.0 feet; thence North 36°49'22" East, 115.0 feet; thence South 53°10'38" East, 50.0 feet to the Point of Beginning.

LOTS 13 AND 13A VAN LAKES

Owner: Dominique R. Hall and Annette B. Hall

Legal Description:

Lot 13, VAN LAKES, according to plat thereof recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida.

and

Lot 13-A: Begin at the Northernmost corner of Lot 13, VAN LAKES, as recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida, and run South 36°49'22" West along the Westerly boundary of Lot 13, 100.0 feet; thence North 53°10'38" West, 50.0 feet; thence North 36°49'22" East, 100.0 feet; thence South 53°10'38" East, 50.0 feet to the Point of Beginning.

LOT 14 VAN LAKES

Owner: Roger E. Casey, Jr.

Legal Description:

Lot 14, Van Lakes, according to the plat thereof recorded in Plat Book 74, page 25, of the Public records of Polk County, Florida.

LOT 14A VAN LAKES

Owner: Roger E. Casey, Jr. and Diane Guarnieri

Legal Description:

Lot 14-A: Begin at the Northernmost corner of Lot 14, VAN LAKES, as recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida, and run S36°49'22"W along the Westerly boundary of Lot 14, 100.0 feet; thence N53°10'38"W, 50.0 feet; thence N36°49'22"E, 100 feet; thence S53°10'38"E, 50.0 feet to the Point of Beginning.

LOTS 15 AND 15A VAN LAKES

Owner: Lawrence J. Heiser a/k/a Lawrence Heiser and Mary Ann Heiser,
as Trustees under the unrecorded Lawrence J. Heiser and Mary
Ann Heiser Revocable Trust u/t/a dated September 25, 2018

Legal Description:

Lot 15, VAN LAKES, according to the plat thereof recorded in Plat
Book 74, Page 25, Public Records of Polk County, Florida and an
undivided interest in all private roads.

AND

Lot 15-A: Begin at the Northernmost corner of Lot 15, VAN LAKES,
as recorded in Plat Book 74, Page 25, Public Records of Polk
County, Florida, and run South 36 degrees 49 minutes 22 seconds
West along the Westerly boundary of Lot 15, 100.0 feet; thence
North 53 degrees 10 minutes 38 seconds West, 50.0 feet, thence
North 36 degrees 49 minutes 22 seconds East, 100.0 feet; thence
South 53 degrees 10 minutes 38 seconds East, 50.0 feet to the
POINT OF BEGINNING.

LOTS 16 AND 16A VAN LAKES

Owner: John W. Lyons and Barbara A. Lyons

Legal Description:

Lot 16, VAN LAKES SUBDIVISION, according to plat thereof recorded
in Plat Book 74, Page 25, Public Records of Polk County, Florida.

and

Lot 16-A, VAN LAKES, unrecorded, described as: Begin at the
Northernmost corner of Lot 16, VAN LAKES, as recorded in Plat
Book 74, Page 25, Public Records of Polk County, Florida, and run
South 36°49'22" West along the Westerly boundary of Lot 16, 100.0
feet; thence North 53°10'38" West, 50.0 feet; thence North
36°49'22" East, 100.0 feet; thence South 53°10'38" East, 50.0
feet to the Point of Beginning.

LOTS 17 AND 17A VAN LAKES

Owner: Heather Himes

Legal Description:

Lot 17, VAN LAKES, a subdivision according to the plat thereof
recorded at Plat Book 74, Page 25, in the Public Records of Polk
County, Florida.

AND

Lot 17-A, VAN LAKES, unrecorded, described as: Begin at the
Northernmost corner of Lot 17, VAN LAKES, as recorded in Plat
Book 74, Page 25, Public Records of Polk County, Florida, and run
South 36 degrees 49'22" West along the Westerly boundary of Lot
17, 100.0 feet; thence North 53 degrees 10'38" West, 50.0 feet;

thence North 36 degrees 49'22" East, 100.00 feet; thence South 53 degrees 10'38" East, 50.0 feet to the Point of Beginning.

LOT 18 VAN LAKES

Owner: Dixie Schmoll and Richard Schmoll, Jr.

Legal Description:

Lot 18, Van Lakes, as per plat thereof recorded in Plat Book 74, page 25, public records of Polk County, Florida.

LOT 19 VAN LAKES

Owner: Frank J. Mela, Jr.

Legal Description:

Lot 19, Van Lakes, according to the plat thereof recorded in Plat Book 74, page 25, public records of Polk County, Florida.

LOT 20 VAN LAKES

Owner: John A. Deese and Carlissa W. Deese

Legal Description:

Lot 20 of VAN LAKES, according to the plat or map thereof described in Plat Book 74 at page(s) 25, of the Public Records of Polk County, Florida.

LOT 21 VAN LAKES

Owner: Donald W. Fraiser

Legal Description:

Lot 21, Van Lakes, according to the Plat thereof as recorded in Plat Book 74, page(s) 25, of the Public Records of Polk County, Florida.

LOT 22 VAN LAKES

Owner: Lynn M. Sachs

Legal Description:

LOT 22, VAN LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 23 VAN LAKES

Owner: James E. Covalt and Doris P. Covalt

Legal Description:

Lot 23 less the West 4 feet thereof, VAN LAKES, according to the Map or Plat thereof, recorded in Plat Book 74, Page(s) 25, of the Public Records of Polk County, Florida.

LOT 24 VAN LAKES

Owner: Lancaster Littleton and Mary Elizabeth Littleton, as Trustees of the Lancaster Littleton and Mary Elizabeth Littleton Living Revocable Trust dated May 19, 1993

Legal Description:

The West 4 feet of Lot 23 and all of Lot 24, VAN LAKES, according to map or plat thereof as recorded in Plat Book 74, Page 25 of the Public Records of Polk County, Florida.

LOT 25 VAN LAKES

Owner: Andrew J. Wessells and Amber J. Wessells

Legal Description:

Lot 25, VAN LAKES, according to the plat thereof, recorded in Plat Book 74, Page(s) 25, of the Public Records of Polk County, Florida.

LOT 26 VAN LAKES

Owner: Douglas C. True

Legal Description:

Lot 26, VAN LAKES, as per plat thereof, recorded in Plat Book 74, Page 25, of the Public Records of Polk County, Florida

LOT 27 VAN LAKES

Owner: Matthew A. Sievert and Michell T. Sievert

Legal Description:

Lot 27, Van Lakes, according to the map or plat thereof, as recorded in Plat Book 74, Page(s) 25, of the Public Records of Polk County, Florida.

LOT 28 VAN LAKES

Owner: Kenneth Roberts and Carol A. Roberts

Legal Description:

LOT 28, VAN LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 29 VAN LAKES

Owner: Danielle Brown and James Brown

Legal Description:

Lot 29, of VAN LAKES, as shown by Map or Plat thereof recorded in the Office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 74, Page 25.

LOT 30 VAN LAKES

Owner: William F. Markley and Nancy Jacqueline Kirby

Legal Description:

Lot 30, Van Lakes, as per plat thereof, recorded in Plat Book 74, Page 25, of the Public Records of Polk County, Florida.

LOT 31 VAN LAKES

Owner: LaMoyne F. Meek

Legal Description:

Lot 31 of VAN LAKES, according to plat thereof recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida.

LOT 32 VAN LAKES

Property Owner: Jessica Navarro-Mendez

Legal Description:

Lot 32, VAN LAKES, according to the map or plat thereof, as recorded in Plat Book 74, Page(s) 25, of the Public Records of Polk County, Florida.

LOT 33 VAN LAKES

Owner: John S. March and Cheryl A. March

Legal Description:

Lot 33, VAN LAKES, according to the map or plat thereof as recorded in Plat Book 74, Page(s) 25, Public Records of Polk County, Florida.

LOT 34 VAN LAKES

Owner: Vickie Van Zant and Ollie M. Van Zant

Legal Description:

Lot 34 VAN LAKES SUBDIVISION, according to the plat thereof recorded in Plat Book 74, Page 25, together with an undivided interest in all private roads, public records of Polk County, Florida,

LOT 35 VAN LAKES

Owner: Homer Hendrickson, Jr.

Legal Description:

LOT 35, VAN LAKES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 74, PAGE 25, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 36 VAN LAKES

Owner: Tracy L. Rosbaugh and Sherol C. Rosbaugh

Legal Description:

Lot 36, VAN LAKES, according to the map or plat thereof, as recorded in Plat Book 74, Page(s) 25, of the Public Records of Polk County, Florida.

LOT 37 VAN LAKES

Owner: Danara E. Johnston

Legal Description:

Lot 37, VAN LAKES, according to the Plat thereof, recorded in Plat Book 74, page 25, of the Public Records of Polk County, Florida.

LOT 38 VAN LAKES

Owner: Tadd F. King and Kerry L. King

Legal Description:

Lot 38, VAN LAKES, according to the map or plat thereof as recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida.

LOT 39 VAN LAKES

Owner: Michael S. McKown

Legal Description:

Lot 39, VAN LAKES, according to map or plat thereof as recorded in Plat Book 74, page 25, public records of Polk County, Florida.

LOT 40 VAN LAKES

Owner: Patricia A. Williams

Legal Description:

Lot 40, Van Lakes, according to the map or plat thereof, as recorded in Plat Book 74, Page 25, of the Public Records of Polk County, Florida, and also that part of Lot 41 further described as: Begin at the Northeast corner of said Lot 40 thence run North 00°10'38" West, 15.00 feet, thence run North 85°48'38" West, 176.00 feet, more or less, to the water edge of Little Lake Van, thence run Southerly along said waters edge to a point on the North boundary line of said Lot 40 180.00 feet, more or less, from the Point of Beginning, thence run North 89°49'22" East, 180.00 feet to the Point of Beginning.

LOT 41 VAN LAKES

Owner: John H. Oven, Jr. and Lorna Oven

Legal Description:

Lot 41 of VAN LAKES, as shown by map or plat thereof recorded in the office of the Clerk of the Circuit Court In and for Polk County, Florida, In Plat Book 74, page 25, LESS AND EXCEPT that portion of said Lot 41, further described as: Beginning at the Northeast corner of said Lot 40, thence run North 00 degrees 10 minutes 38 seconds West 15.00 feet, thence run North 85 degrees 48 minutes 38 seconds West, 176 feet more or less to the waters edge of Little Lake Van; thence run Southerly along said waters edge to a point on the North boundary line of said Lot 40, 180 feet more or less, from the point of beginning, thence run North 89 degrees 49 minutes 22 seconds East, 180.00 feet to the Point of Beginning.

and

The S-1/2 of Tract A (Park & Recreation Area), of Van Lakes II, according to plat thereof recorded in Plat Book 87, page 8, public records of Polk County, Florida.

LOT 42 VAN LAKES PHASE II

Owner: Alex Gibson and Karen Lynn Gibson

Legal Description:

Lot 42, Van Lakes Phase II, a subdivision according to the plat thereof recorded in Plat Book 87, page 8, public records of Polk County, Florida.

LOT 43 VAN LAKES PHASE II

Owner: Hilario Barajas

Legal Description:

Lot 43, VAN LAKES II, according to the map or plat thereof as recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida.

LOT 44 VAN LAKES PHASE II

Owner: Jessica Yakhin

Legal Description:

Lot 44, of VAN LAKES II, according to the map or plat thereof as recorded in Plat Book 87, Page 8 Public records of Polk County, Florida.

LOT 45 VAN LAKES PHASE II

Owner: Priscilla Wright f/k/a Priscilla Humbert

Legal Description:

LOT 45, VAN LAKES II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, PAGE 8, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 46 VAN LAKES PHASE II

Owner: Stanley L. Szockiski, Jr. a/k/a Stanley L. Szocinski, Jr. and Joanne Szocinski

Legal Description:

Lot 46, VAN LAKES II, as per plat thereof, recorded in Plat Book 87, Page 8 of the Public Records of Polk County, Florida.

LOT 47 VAN LAKES PHASE II

Owner: Jay M. Adelman and Debra I. Adelman

Legal Description:

Lot 47, VAN LAKES II, Auburndale, Florida, Plat Book 87, Page 8, Polk County Public Records.

LOT 48 VAN LAKES PHASE II

Owner: Felicia N. Bryant

Legal Description:

Lot 48, Van Lakes II, as per plat thereof, recorded in Plat Book 87, Page 8, of the Public Records of Polk County, Florida.

LOT 49 VAN LAKES PHASE II

Owner: Sandra D. Dees

Legal Description:

Lot 49, VAN LAKES II, according to the map or plat thereof, as recorded in Plat Book 87, Page 8, of the Public Records of Polk County, Florida.

LOT 50 VAN LAKES PHASE II

Owner: Shannon Cornell and Douglas Cornell

Legal Description:

Lot 50, VAN LAKES II, a subdivision according to the plat thereof recorded at Plat Book 87, Page 8, in the Public Records of Polk County, Florida.

LOT 51 VAN LAKES PHASE II

Owner: Robert Novak and Janice A. Novak

Legal Description:

Lot 51 of VAN LAKES II, according to the map or plat thereof as recorded in Plat Book 87, Page(s) 8 of the Public Records of Polk County, Florida.

LOT 52 VAN LAKES PHASE II

Owner: Russell Gibson and Dorothy Gibson

Legal Description:

Lot 52, VAN LAKES II, according to the map or plat thereof recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida.

LOT 53 VAN LAKES PHASE II

Owner: David Peraza and Joyce Peraza

Legal Description:

Lot 53, Van Lakes II, according to the plat thereof recorded in Plat Book 87, Page 8, public records of Polk County, Florida.

LOT 54 VAN LAKES PHASE II

Owner: James E. Paton and Teresa K. Paton

Legal Description:

LOT 54 OF VAN LAKES II, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 87 PAGE 8 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 55 VAN LAKES PHASE II

Owner: Sandra W. Herndon

Legal Description:

LOT 55 OF VAN LAKES II, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 87, PAGE 8, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 56 VAN LAKES PHASE II

Owner: Gordon S. Mullen and Alicia S. Mullen

Legal Description:

Lot 56, Van Lakes II, according to the plat thereof as recorded in Plat book 87, Page 8, of the Public Records of Polk County, Florida.

LOT 57 VAN LAKES PHASE II

Owner: Patrick W. Masters and Cynthia M. Masters

Legal Description:

Lot 57 of Van Lakes, II, according to the map or plat thereof as recorded in Plat Book 87, page 8, of the public records of Polk County, Florida.

LOT 58 VAN LAKES PHASE II

Owner: Christopher J. Abbott and Jessica N. Sanders

Legal Description:

Lot 58, Van Lakes II, according to the map or plat thereof as recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida.

LOT 59 VAN LAKES PHASE II

Owner: Howard G. Tucker and Carrie J. Tucker

Legal Description:

Lot 59, VAN LAKES II, according to plat thereof recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida.

LOT 60 VAN LAKES PHASE II

Owner: John Douthitt and Elaine Douthitt

Legal Description:

LOT 60, VAN LAKES II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 87, PAGE 8, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 61 VAN LAKES PHASE II

Owner: David Swanbeck

Legal Description:

Parcel 1:

Lot 61, Van Lakes II, according to the map or plat thereof, as recorded in Plat Book 87 Page(s) 8, of the Public Records of Polk County, Florida.

Parcel 2:

Lot 61-A, described as: Commence at the Southeast corner of Lot 61, Van Lakes II, as recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida, and run South 89°49'22" West along the South boundary of Lot 61, 205.0 feet to the Point of Beginning; continue South 89°49'22" West, 120 feet; thence North 45.0 feet; thence North 89°49'22" East, 115 feet; thence Southerly 45.28 feet to the Point of Beginning. Lying in Section 26, Township 27 South, Range 25 East.

LOT 62 VAN LAKES PHASE III

Owner: Ann Jeannette Otero-Knox and Jonathan Rupert Knox

Legal Description:

Lot 62, VAN LAKES III, according to the plat thereof recorded in Plat Book 88 Page 29, Public Records of Polk County, Florida.

LOT 63 VAN LAKES PHASE III

Owner: William Ray Hattaway and Pamela Denise Hattaway

Legal Description:

Lot 63, VAN LAKES III, according to the plat thereof as recorded in Plat Book 88, Page 29, of the Public Records of Polk County, Florida.

LOT 64 VAN LAKES PHASE III

Owner: Daurice Eugene Graffham and Virginia P. Graffham

Legal Description:

LOT 64, VAN LAKES III, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 88, PAGE 29, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 65 VAN LAKES PHASE III

Owner: Richard Williams, Judy Williams and Alexander Williams

Legal Description:

LOT 65, VAN LAKES III, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 88, PAGE 29, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 66 VAN LAKES PHASE III

Owner: Johnnie S. Collins and Donna L. Collins

Legal Description:

Lot 66 of Van Lakes Three, according to the map or plat thereof recorded in Plat Book 88 at Page 29 of the public records of Polk County, Florida.

LOT 67 VAN LAKES PHASE III

Owner: Hugh Barbour and Aline E. Barbour, as Co-Trustees of the Hugh Barbour and Aline E. Barbour Family Trust dated October 26, 2005.

Legal Description:

Lot 67, VAN LAKES III, according to the map or plat thereof as recorded in Plat Book 88, page 29, of the public records of Polk County, Florida.

LOT 68 VAN LAKES PHASE III

Owner: Frank Allen Pierson and Mary Pierson

Legal Description:

Lot 68, VAN LAKES III, according to plat thereof recorded in Plat Book 88, Page 29, Public Records of Polk County, Florida.

LOT 69 VAN LAKES PHASE III

Owner: Paul Ashcraft and Sharon L. Ashcraft

Legal Description:

Lot 69, Van Lake Estates III according to the Plat thereof, as recorded in Plat Book 88 Page 29 of the Public Records of Polk County, Florida.

LOT 70 VAN LAKES PHASE III

Owner: Michael L. Weger and Beth A. Weger

Legal Description:

Lot 70, VAN LAKES III, according to the plat thereof as recorded in Plat Book 88, Page 29, Public Records of Polk County, Florida.

LOT 71 VAN LAKES PHASE III

Owner: Tonia B. Quintanilla

Legal Description:

Lot 71, VAN LAKES III, according to the map or plat thereof as recorded in Plat Book 88, page 29, Public Records of Polk County, Florida.

LOT 72 VAN LAKES PHASE III

Owner: John A. Powell and Tammy L. Powell

Legal Description:

Lot 72, VAN LAKES, PHASE III, according to plat thereof recorded in Plat Book 88, Page 29, Public Records of Polk County, Florida.

LOT 73 VAN LAKES PHASE III

Owner: Noe Lucero and Isela Lucero

Legal Description:

LOT 73, OF VAN LAKES III, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 88, PAGE 29, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

LOT 74 VAN LAKES PHASE III

Owner: Robert N. Cox and Cherri D. Cox

Legal Description:

Lot 74, VAN LAKES, PHASE III, according to the plat thereof, recorded in Plat Book 88, Page 29 of the Public Records of Polk County, Florida.

LOT 75 VAN LAKES PHASE III

Owner: William Ray Whigham

Legal Description:

Lot 75, VAN LAKES III, a subdivision according to the plat thereof recorded at Plat Book 88, Page 29, in the Public Records of Polk County, Florida.

LOT 76 VAN LAKES PHASE III

Owner: Patricia Garner

Legal Description:

Lot 76, VAN LAKES III, according to plat thereof recorded in Plat Book 88, Page 29, Public Records of Polk County, Florida.

LOT 77 VAN LAKES PHASE III

Owner: Steven E. McQuaig

Legal Description:

Lot 77, VAN LAKES III, according to the plat thereof recorded in Plat Book 88, Page 29 of the public records of Polk County, Florida.

LOT 78 VAN LAKES PHASE III

Owner: Charles Allen Johnson and Alicia W. Johnson

Legal Description:

Lot 78, VAN LAKES III, according to the plat thereof as recorded in Plat Book 88, Page(s) 29, of the Public Records of Polk County, Florida.

LOT 79 VAN LAKES PHASE III

Owner: William T. Barrett and Magaret M. Barrett

Legal Description:

LOT 79 OF VAN LAKES III, ACCORDING TO THE PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 88, AT PAGE(S) 29, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PRIVATE ROADS OF VAN LAKES PHASE I

Owner: Van Lakes Homeowners Association, Inc.

Legal Description:

VAN LAKES PB 74, PG 25, ALL PRIVATE ROADS
Parcel ID: 25-27-26-300800-000420

PARK AND RECREATION AREA AND PRIVATE ROADS OF VAN LAKES PHASE II

Owner: Van Lakes Homeowners Association, Inc.

Legal Description:

The N 1/2 of Tract A (Park & Recreation Area) and roads of VAN LAKES II, according to plat thereof recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida.

PRIVATE ROADS OF VAN LAKES PHASE III

Owner: Van Lakes Homeowners Association, Inc.

Legal Description:

VAN LAKES THREE, PB 88, PG 29, PRIVATE ROAD-DOVER CLIFF LANE.

COMMON AREA AT VAN LAKES

Owner: Van Lakes Homeowners Association, Inc.

Legal Description:

Commence at the Northwest corner of the Northeast 1/4 of Section 26, Township 27 South, Range 25 East and run N-89°43'15"-E along the North boundary of said Northeast 1/4, also being the North boundary of VAN LAKES III as recorded in Plat Book 88, Page 28, Public Records of Polk County, Florida, 321.57 feet to the Northeast corner of Lot 66 of said VAN LAKES III and the Point of Beginning for this legal description; continue along the boundary of said VAN LAKES III for the next nine calls and run S-19°28'06"-E, 154.64 feet, thence N-71°29'36"-E, 129.28 feet; thence S-69°10'38"-E, 405.37 feet; thence S-36°49'22"-W, 226.59 feet; thence S-65°49'22"-W, 58.97 feet; thence Southerly along a curve to the right having a radius of 60.00 feet through a central angle of 111°08'43", an arc length of 116.39 feet, said curve having a

chord of 98.98 feet and a chord bearing of S-31°23'41"-W; thence S-36°49'22"-W, 130.17 feet; thence N-69°10'38"-W, 763.95 feet; thence S-65°49'22"-W, 50.44 feet to the boundary of VAN LAKES II, as recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida, and continue along said boundary for the next seven calls; thence S-24°10'38"-E, 51.90 feet; thence S-00°10'38"-E, 95.43 feet; thence N-89°49'22"-E, 210.00 feet; thence S-00°10'38"-E, 113.43 feet; thence Southeasterly along a curve to the right having a radius of 60.00 feet through a central angle of 153°56'59", an arc length of 161.22 feet, said curve having a chord of 116.91 feet and a chord bearing of S-32°40'25"-E; thence S-45°41'55"-E, 32.77 feet; thence S-00°10'38"-E, 165.00 feet to the boundary of VAN LAKES, as recorded in Plat Book 74, Page 25, Public Records of Polk County, Florida; thence N-89°49'22"-E along the boundary of said VAN LAKES, 434.52 feet; thence N-36°49'22"-E along said boundary, 70.09 feet; thence N-53°10'38"-W, 50.00 feet; thence N-36°49'22"-E, 735.00 feet; thence S-53°10'38"-E, 205.00 feet; thence S-36°49'22"-W, 96.51 feet to the right of way of Van Drive; thence Southeasterly along said right of way on a curve to the right, having a radius of 50.0 feet through a central angle of 23°34'42", an arc length of 20.58 feet, said curve having a chord of 20.43 feet along a chord bearing of S-64°57'59"-E; thence N-36°49'22"-E along the Southeastern boundary of Lot 11 of said Van Lakes, 60.84 feet; thence S-62°36'30"-E, 70.16 feet to the Northern most corner of Lot 10 of said Van Lakes; thence S-53°10'38"-E along the Northeastern boundary of said Lot 10, 225 feet more or less to the water's edge of Lake Van; thence Northeasterly along the shore of Lake Van to the East boundary of the Northeast 1/4 of said Section 26; thence Northerly along said East boundary to the Northeast corner of the Northeast 1/4 of said Section 26; thence S-89°43'15"-W along the North boundary of the Northeast 1/4 of said Section 26 to the Point of Beginning; Less water plant site previously deeded to Van Lakes Homeowners Association in Official Records Book 2716, Pages 1152 and 1153, Public Records of Polk County, Florida; and less recreation area previously deeded to Van Lakes Homeowners Association in Official Records Book 3130, Page 1786, Public Records of Polk County, Florida; and less a 10 foot strip of land deeded to Charles Statler in Official Records Book 2653, Page 0741, Public Records of Polk County, Florida; and less the North 200.00 feet of the Northeast 1/4 of the Northeast 1/4 of said Section 26.

WATER PLANT SITE

Owner: Van Lakes Homeowners Association, Inc.

Legal Description:

Begin at the Northern most corner of Lot 46, VAN LAKES II, as recorded in Plat Book 87, Page 8, Public Records of Polk County, Florida, and run South 45°41'55", East, 32.77 feet to the Northeasterly corner of said Lot 46, thence East, 100.0 feet;

thence North, 150.0 feet, thence West 100.0 feet; thence South 37°55'33", West, 48.02 feet to a point on a curve on the Easterly right-of-way of Flag Court; thence Southerly along said right-of-way and along said curve having a radius of 60.0 feet, delta of 96°22'32", chord bearing South 03°53'12", East, an arc length of 100.92 feet to the Point of Beginning.

RECREATION AREA

Owner: Van Lakes Homeowners Association, Inc.

Legal Description:

A PARCEL OF LAND LYING IN SECTION 26, TOWNSHIP 27 SOUTH, RANGE 25 EAST, POLK COUNTY, FLORIDA, MORE FULLY DESCRIBED AS: BEG AT MOST SLY COR OF LOT 11 OF VAN LAKES SUB RUN NORTH 36 DEG 49 MIN 22 SEC EAST 60.84 FT TO POB RUN SOUTH 62 DEG 36 MIN 30 SEC EAST 70.16 FT NORTH 36 DEG 49 MIN 22 SEC EAST 10 FT SOUTH 53 DEG 10 MIN 38 SEC EAST TO LAKE NELY ALONG LAKE TO A POINT 110 FT NELY FROM NLY LINE OF LOT 10 NWLY TO A POINT NORTH 36 DEG 49 MIN 22 SEC EAST OF NLY COR OF LOT 10 RUN SOUTH 81 DEG 34 MIN 19 SEC WEST 126.72 FT SOUTH 36 DEG 49 MIN 22 SEC WEST 20 FEET SOUTH 53 DEG 10 MIN 38 SEC EAST 20 FEET SOUTH 36 DEG 49 MIN 22 SEC WEST 11.50 FT TO POB.
Parcel ID: 26-27-25-000000-013080

LAKE VAN

Owner: Van Lakes Homeowners Association, Inc.

Legal Description:

LAKE VAN LYING WITHIN N 1/2 OF NE 1/4 OF SECTION 26, TOWNSHIP 27 SOUTH, RANGE 25 EAST, LESS THE NORTH 200 FEET, POLK COUNTY, FLORIDA.
Parcel ID: 26-27-25-000000-011010