



INSTR # 2020001404
BK 11095 Pgs 1768-1845 PG(s)78
RECORDED 01/03/2020 12:16:47 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
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PREPARED BY & RETURN TO:

HARDIN & BALL, P.A.

Julie Landrigan Ball

P.O. Box 3604

Lakeland, FL 33802

**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.

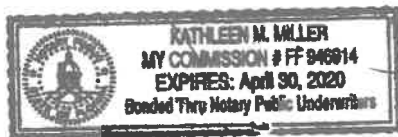
I HEREBY CERTIFY that this Notice of Recording was approved for recording at a duly called meeting of the Board of Directors of Van Lakes Homeowners Association, Inc. on this 26 day of Dec., 2019.

JAY M. Adelman
By: [Signature]
As President of Van Lakes Homeowners Association, Inc.
Address: 905 Flag CT
Aub. HI. 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.

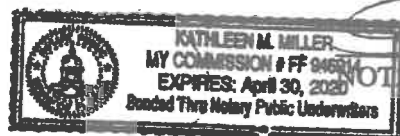


Kathleen M. Miller
NOTARY PUBLIC-STATE OF FLORIDA

Joanne K Szociński
By: [Signature]
As Secretary of Van Lakes Homeowners Association, Inc.
Address: 910 Flag CT
Auburn HI 33823

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 26th day of December, 2019, by Joanne K Szociński, as secretary of Van Lakes Homeowners Association, Inc., who is personally known to me or who produced FL DL 5252431 5257612 identification.



Kathleen M. Miller
NOTARY PUBLIC-STATE OF FLORIDA

Van Lakes Homeowners Association, Inc.
Declaration of Covenants and Restrictions as Amended

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, March 14, 1983, 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 and amendments, 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 insure 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 described as follows:

All area of road way including entrance, medians and area around sign to included 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.

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.

5. "Maintenance" shall mean 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 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 herein before 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. 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 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 attorney's 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 and 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 such 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 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. The maximum annual assessment may be increased above ten (10) percent by the vote, or written assent, of the majority of voters.

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 a majority of members in good standing.

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. 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.

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

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 record of Polk County, Florida, a list of all delinquent assessments as of December thirty first (31st) of the previous year.

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 or 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 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 (2/3) of the members in good standing give their assent.

2. Delegation to Use. Subject to such limitations as may be imposed by the by-laws, 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 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 the declaration. Such easement shall exist to a distance of not more than (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 each 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 utility, 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 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, and shed. If detached garage is constructed, it must be of the materials as dwelling and built to harmonize with the external design of dwelling. No carports will be allowed. For purposes of this paragraph, a shed is defined as an enclosed structure built of metal, vinyl or wood not exceeding one story in height. The shed is to match the house in color and shall be located at the rear of the property, behind the single family dwelling, in the area least visible from the street.
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 of 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 nearer than 30 ft.
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 (ten) 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 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. If any antenna, for T.V. or any other use, is erected outside the house, it must not be higher than three 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 on a location least visible from the street. This use restriction, however, shall not apply to antennae for public utilities.

11. Declarant or the transferees of the declarant shall undertake the work 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 full occupied residential community as soon as possible, nothing in this declaration is understood or construed to:

- (a) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of the 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 the 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 the 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 or 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 premisis.
14. No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than six (6) square feet advertising the property for sale, or signs used by a contractor or builder during the contruction of a house.
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 the 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. During construction of a house upon any lot, or with-in 30 days 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.

22. Ammendment deleted

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

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

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 affectuate 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 appurtinant. 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 article, no 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 on 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 condition comparable to the condition of such residence at the time of its initial construction, excepting any normal wear and tear.

Article IX Owner's Obligation to Rebuild

If all or any portion of the 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 Annexation of Additional Property

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 Lake Homeowners Association for membership. If their application for membership 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 assessment. 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 XI General Provisions

1. Enforcement. Declarant, the Association, or any owner shall have the right to enforce, by any proceeding at law 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. If any action at law or in equity is brought to enforce these restrictions, the prevailing party shall be entitled to a reasonable attorney's fees.

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 members in good standing.

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.

XII Board of Directors

1. A Board of Directors shall be elected by the membership of the association at a meeting called for that as provided 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 (5th) 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 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 maintaining 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 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 the voters in good standing at a special meeting called for such approval.