

INSTR # 98187212  
OR BK 04149 PG 2135  
RECORDED 12/16/98 10:47 AM  
RICHARD M. HEISS CLERK OF COURT  
POLK COUNTY  
DEPUTY CLERK @ Beaches

PREPARED BY:  
RICHARD E. STRAUGHN, ESQUIRE  
STRAUGHN, STRAUGHN & TURNER, P.A.  
Post Office Box 2295  
Winter Haven, Fl 33883-2295

**DECLARATION OF COVENANTS  
CONDITIONS, EASEMENTS AND RESTRICTIONS OF  
RENAISSANCE**

S & S DEVELOPMENT, INC., a Florida corporation, hereinafter called "Declarant", is the owner in fee simple of a certain tract of real property located in Polk County, Florida, known by official plat designation as **RENAISSANCE** pursuant to map or plat thereof recorded in Plat Book 106, Page 40, 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 not excepted, 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 thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I - DEFINITIONS**

Section 1. "Association" shall mean and refer to Renaissance Homeowners Association, a Florida non-profit corporation, its successors and assigns, who shall elect a board of directors from its members who shall consist of a President, Secretary, Treasurer and two other directors at large.

Section 2. "Common Areas" shall mean all real property, including improvements thereto, and the surface water management system owned or maintained by the Association, for the common use, and enjoyment of the owners.

Section 3. "Declarant" shall mean S & S Development, a Florida corporation, its successors and assigns.

Section 4. "Lot" shall mean any plot of land shown on the recorded subdivision plat of Renaissance, referred to above with the exception of those portions of said plat which are designated as the Common Areas.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep wall, gates, gate operators, landscaping, signs, lighting, boat ramp, recreational facilities 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 of optimum plant growth.

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

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

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

Section 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, but shall not include those holding title merely as security for performance of an obligation.

Section 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.

Section 11. "Security System" shall mean and refer to the walls, gates, guardhouse, guards, alarms, telecommunications, cables, fiber optics, and such other items as from time to time may be implemented by the Association in order to provide security for the subdivision. "Security System" shall also include the requirements, rules and regulations, established by the Association and as amended from time to time. Each Owner, by acceptance of a deed for a Lot, agrees to release the Association and the Officers and Directors of the Association from any liability arising out of, or resulting from, the design, construction and operation of the Security System. Every Owner shall be required to purchase at the Declarants or the Associations actual cost such sticker, electronic openers, decals, license plates and/or such other items as may be required for and by the Security System.

**ARTICLE II - MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS**

Section 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.

Section 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 four 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**

Section 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 shall be so expressed in his deed, to pay to the Association (1) annual assessment and (2) special assessments for capital improvements. Assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' 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 interests, 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.

Section 2. Purpose of Annual or Special Assessments.

The annual or special 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 improvements, repair, and maintenance of the Common Areas in the Subdivision. Annual or special assessments shall include, and the Association shall acquire and pay out of the funds derived from annual or special assessments, the following:

- (a) Maintenance and repairs of the common areas shall pass to the Association at the time of conveyance of the first lot are described as follows: gates and operators landscaping, wall signs, and other appurtenances; and any and all materials, equipment and the operation and maintenance located either above or underground, used in or compromising a part of various utility services. Also the cost of operation and maintenance of all dedicated areas not maintained by the County of Polk in Florida. Further, a proportionate part of the operation and maintenance cost of the drainage utility easements "retention pond" and the landscape and utility easements;
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas;
- (c) Acquisition of all furnishings, equipment, landscaping materials, and personnel necessary to manage and properly take care of the day-to-day operation and up-keep of the Common Areas, including any recreational facilities which may be located thereon;
- (d) Maintenance, repair, and up-keep of the following: the entrance roadway, including gates and operators thereof, signs and other appurtenances; all other roadways not dedicated to the County of Polk in Florida including, any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, water service, sanitary sewer service, storm drainage system, telephone service and cable TV service system; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to the County of Polk in Florida;
- (e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for fire and extended coverage;
- (f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association;
- (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the 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 term 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 addition to maintenance of the Common Areas, the Association shall have the responsibility for maintenance, replacement, and repair of the entry area adjacent to the entry of the subdivision, and the easement on which it is located, if required.

Section 3. Annual Assessment.

- (a) Until January 1, of the year immediately following the conveyance of the first Lot by Declarant to an owner, the maximum annual assessment shall be one thousand dollars (\$1,000.00), Declarant shall be exempt from annual assessments.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an owner the maximum annual assessment shall be fixed by the Board of Directors of the Association.
- (c) Developer reserves the right to assess increases in homeowner association dues, not to exceed 15% annually, without a vote by the entire association.
- (d) In the event that an Owner purchases more than one lot and constructs one residence on multiple lots, then in that event, the Owner will be assessed only one annual assessment.

Section 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 purposes of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common areas, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of each class of members.

Section 5. Notice and Quorum for Action Authorized Under Section 3 and 4.

Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 shall be sent to all members not less than thirty nor more than sixty 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 file their assent in writing within seven days after the date of such meeting.

Section 6. Uniform Rate of Assessment.

Both annual and special assessments must be fixed at a uniform rate for all lots.

Section 7. Commencement and Collection of Annual Assessments.

The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of the due date thereof and shall fix the date such amounts become due. Assessments may be made payable monthly. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall on demand and for 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 may, on or before February 15th of each year, cause to be recorded in the public records of Polk County, Florida, a list of delinquent assessments as of that date.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty days after due date shall accrue interest at the rate of 18 percent (18%) 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, and the Association shall be entitled to collect all costs and reasonable attorneys' fees incurred in connection with said actions on both the trial and appellate court levels. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 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**

Section 1. Owner's Use and Enjoyment.

Every owner of a lot shall participate in the Association subject to the following rights of the Association:

- (a) The right to charge reasonable admission and other fees for the use of any portion of the Common Areas.
- (b) The right to dedicate 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 executed by two-thirds of each class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use.

Subject to such limitations as may be posed 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 and invitees.

Section 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 Areas adjacent hereto for any encroachment due to the unwillful 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 foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the common areas, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment accruing due to the willful conduct of any owner.

Section 4. Other Easements.

- (a) Easements for installations, maintenance and repair of utilities, drainage facilities, entry gate, and the wall of the subdivision are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, gates, sign, or 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 thereon or therein shall be continuously maintained by the owner of such lot, except for improvements the responsibility for maintenance of which rests with the Association or some governmental authority or public or private utility company.
- (b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right-of-way, and such easements, reservations, and rights-of-way shall at all times be open and accessible to the Association, to public, quasi-public and private utility corporations, their employees and contractors approved and designated by the Association, 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 for which such easements, reservations, and rights-of-way are reserved.

Section 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.

Section 6. No Partition.

There shall be no judicial partition of the Common Areas, 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 co-tenancy.



ARTICLE V - USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No business of any kind shall be conducted in any residence with the exception of the business of the Declarant and the transferee's of Declarant in developing all of the lots.

Section 3. No noxious or offensive activity or public or private nuisance shall be conducted in or on any lot.

Section 4. Access to basketball courts, tennis courts, boat ramp, and all other common areas shall be limited to sunrise to sunset daily. No noxious or offensive activity shall be conducted in or on any common area. No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon the Common area.

Section 5. No sign of any kind (including, but not limited to, commercial, political, and similar signs) may be displayed to the public view on any homesite or the Common Area except signs used by the Declarant to advertise the Property during the initial construction and sales period, the declarant approved lot designation sign and those as required by law, customary name and address signs. Signs may be displayed to identify model homes only if such sign has been approved in writing by Declarant.

Section 6. Nothing shall be done or kept on a lot or on the Common Areas 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 Areas which would result in the cancellations of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 7. Parking spaces and driveways to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, street scape, and compatibility with surrounding improvements. All homesites shall have concrete paved driveways no less than 12'0" in width, of stable and permanent construction as a minimum, decorative drives will be allowed and are encouraged. All concrete driveways shall have a light broom finish and joints shall be provided to prevent surface cracking and be in accordance with Polk County, Florida specifications.

Section 8. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common areas. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so

long as they are not kept, bred, or maintained for commercial purposes.

Section 9. Refuse and storage areas. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be concealed within buildings; be concealed by means of a screening wall of material similar to and compatible with that of the building; or, concealed by sufficient landscaping to provide a permanent screen from view of surrounding property. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be located in as reasonably inconspicuous manner as is possible.

Section 10. All fences, walls or pool enclosures shall require approval by the Architectural Committee. Acceptable fencing will be constructed of decorative aluminum, rod iron, brick or a masonry structure that is compatible with the residence. No fence, wall or enclosure shall be more than 6 feet in height or extend past the front of residence toward the front lot line. Sections of fence that are facing a roadway must be landscaped on the entire outside perimeter.

Section 11. Unless otherwise specifically allowed or permitted under these covenants, no outbuilding, basement, tent, shack, garage, barn, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 12. No lot within the subdivision shall be further subdivided into one or more additional parcels of smaller size.

Section 13. All mail boxes shall be of a design approved by the Declarant and shall include only the surname and house number of resident. Mailboxes shall be located at the street front of each homesite as prescribed by the United States Postal Service. Owner shall install and maintain such mail box as specified by the Association.

Section 14. All exterior lighting shall be consistent with the character established in Renaissance and be limited to the minimum necessary for safety, identification, and decoration.

Section 15. Lawn furnishings such as bird baths, fountains, frog ponds, lawn sculpture, artificial plants, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a location on the lot where it is least visible from common areas and from other lot owners' property. Any exception must be consistent with the architectural style of the home and approved in advance by the architectural committee.

Section 16. No property owner shall maintain outdoor clothes lines or exposed fuel tanks at his residence.

Section 17. Declarant reserves the right to allow sales personnel to conduct an open house or to have on-site sales personnel in a speculative or model home on a temporary basis only. No conversions of a garage to a sales office will be allowed.

Section 18. 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 or other disposition of the lots are essential to the establishment and welfare of the subdivision as an on-going 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 going on any part or parts of the subdivision owned or controlled by Declarant, Declarant's transferee 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 of 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 there may be reasonably necessary for the completion of such work, the establishment of a subdivision as a residential community, and the disposition of lots by sale or otherwise;
- (c) Prevent Declarant, Declarant 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 or otherwise.
- (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 or disposition of subdivision lots.

As used in this Section 18, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

Section 19. Maintenance of Decorative Sign Posts and Decorative Street Lighting.

Association shall be responsible for the maintenance and replacement of all decorative signs; illumination thereon, and street designation posts installed in the subdivision and shall hold the County of Polk in Florida harmless from all claim for maintenance and replacement of same which are installed by Association.

Section 20. Radio, Television and Other Antenna.

Cable television is available to each lot owner. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained where visible from any adjoining property. However, digital satellite dishes of no more than twenty-four inches in diameter will be permitted if placed in such a manner that they may not be seen from adjacent Lots or Common Area.

Section 21. Trucks, Recreational Vehicles, and Other Equipment.

No trucks, recreational vehicles, motorcycles, buses, boats, boats on trailers, trailers, travel trailers, motor homes or any other similar type vehicle or equipment will be permitted to be parked in the Common Areas, including the boat launch area. Additionally, no such vehicle shall be permitted to be kept on any lot unless same have a current year's license tag and can be parked totally within the confines of an enclosed garage, so as to be concealed entirely from public view.

Section 22. Owner's Obligation to Clean Lot.

Each owner of a lot with or without a home constructed thereon in the subdivision shall be required to maintain said lot in a clean and sightly condition including the proper mowing, trimming and pruning of grass, weeds, trees, or other underbrush, and a vacant lot may not be used for parking purposes. In addition, each owner of a lot shall be responsible for maintaining the grass in all drainage easements on their lot and to the waters edge on those lots fronting on a wet retention pond. If in the opinion of the Association, a lot owner is not complying with the provision, the Association shall give notice of this fact to the lot owner and shall specify a time period, not to exceed fifteen ( 15) days within which compliance shall be made. If a lot owner fails to comply with the Association's requirements, within the time allotted, the Association, its agent, employees, or designated representatives, shall have the right (although it shall not be

required to do so) to enter upon said lot without the fear of prosecution for trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said clean-up operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 23. Use of Equipment and Materials During Construction.

During the course of construction of any improvement on a subdivision lot, neither the lot owner nor any of his agents, employees, or designated representatives shall block any of the subdivision streets or otherwise interfere with any other lot owner's access to or use of his or her particular lot or the common areas. No trucks, equipment, building materials, scaffolding, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular improvement being constructed.

Section 24. Shallow Wells and Sprinklers.

Subject to regulation by governmental agencies, wells may be put down by lot owners for irrigation purposes. However, same shall be located on the rear portion of the subdivision lot and out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure. Subject to regulations of governmental agencies, owners of lakefront lots in Renaissance may attempt to use lake water for irrigation and place all such irrigation pipe underground. Pumping equipment must be concealed or encased in some permanent structure approved by the Association.

Section 25. Utilities and Security Systems.

- (a) All residential utility service lines (including, without limitation, electricity, telephone, fiber optics and all types of radio and television lines, cables, etc.) to the Lots shall be underground.
- (b) Each lot must be connected to the community Security System located at the guard house and the occupants shall strictly observe the requirements, rules and regulations of the Security System established by the Association as the same may be modified or amended from time to time.
- (c) Each home must be connected to natural gas service and will require a minimum of one gas hot water heater and at least one other gas appliance. (Central heating furnace, clothes dryer, gas range, hot tub heater or pool heater.)

Section 26. Building Construction Standards.

- (a) Finish exterior building materials shall be applied consistently to sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, wood (not plywood or similar material), or other approved natural material. No simulated stucco brick or stone shall be permitted. No aluminum fascia will be permitted.
- (b) Finish exterior colors shall be applied consistently to all sides of the exteriors of the buildings. Color selections shall be harmonious with each other and with natural materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.
- (c) Heights of buildings shall be compatible with adjacent buildings.
- (d) No alteration of ground elevation shall be permitted on any lot which shall exceed one foot deviation from the ground elevation at the time of the plotting of the subdivision, excepting driveways, pedestrian walkways and foundations.
- (e) Flat roofs shall not be permitted on the main portion of the structure provided, however, the Association shall have discretion to approve such roofs on the main body of a building, if modern or contemporary in design. No built-up roofs shall be permitted, except on approved flat surfaces.

The composition of all pitched roofs is recommended to be cedar/cypress shake shingle (heavy hand split), slate, concrete, tile, thirty (30) year dimensional, or other composition approved by the Association. All pitched roofs must have at least a 6/12 slope on the main body of the building. A 5/12 slope will be acceptable on two story homes.

- (f) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, or stucco. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a painted cowling or surround of material approved in advance in writing by the Association.
- (g) All exterior appurtenances or mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc., shall

be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen. No solar heaters or window air conditioning units shall be allowed where visible from any street or adjoining property and must be approved in advance in writing by the Association.

Section 27. Building Setback requirements.

Minimum setback lines shown on the final Site Plan as required by Polk County of the Subdivision are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. No building shall be located upon any residential building Lot which is not in compliance with the County code setback requirements. All lots shall have a side setback of no less than ten feet (10') from the lot line, with the exception of lots 1, 2, and 3 which will have a side setback requirement of seven feet, six inches (7'6"), a front setback of twenty feet (20') from property line, and a minimum rear setback of thirty feet (30').

Lots #'s 7, 8, 9, 10, 11, 12, 13, & 14 located on Lake Winterset shall have a front setback of thirty feet (30') from property line.

Should a dispute develop over interpretation of the minimum building setback requirements, the dispute shall be submitted to the Board of Directors of the Association for a decision, which decision shall be final and conclusive on all parties concerned. Further regulations regarding building setbacks imposed by governmental agency shall prevail over the setback regulations set forth herein.

Section 28. Minimum Square Foot Requirements of Residences Constructed on Subdivision Lots.

- (a) The minimum square footage of living area requirements observed by the owners of non-lakefront lots shall be 2500 square feet for one-story improvements and 2800 square feet for two-story improvements, exclusive of garages, patios, entries, screened-in porches, decks, porticos, and the like. The ground floor of a two-story dwelling unit shall not be less than 1500 square feet of living area.
- (b) The minimum square footage of living area requirements observed by the owners of lakefront lots shall be 3500 square feet for one-story improvements and 3800 square feet for two-story improvements, exclusive of garages, patios, entries, screened-in porches, decks, porticos, and the like, excluding lot #'s 42 and 43 which have a minimum of 2800 square feet for one-story improvements and 3100 square feet for two-story improvements. Lot #'s 1 and 4 have a minimum of 3000 square feet living area

and 3300 square feet for two-story improvements. The ground floor of a two-story dwelling unit shall include not be less than 1500 square feet of living area.

- (c) Each single family dwelling house shall contain a minimum of standard double car garage not less than 22 linear feet in width, which shall be enclosed with a conventional width and properly mechanically operated door for ingress and egress purposes. Each garage shall be properly enclosed and architecturally integrated as a part or as an extension of the dwelling unit and attached to the dwelling unit and shall conform architecturally therewith. Front entry garages are not allowed.

Should a dispute develop as to the application of any of the minimum square footage requirements set forth in this section, said dispute shall be submitted to the Board of Directors of the Association for determination, and their decision shall be conclusive and final as to all parties.

Section 29. Discharge into Water Bodies.

Nothing other than storm water and irrigation waters may be discharged into any lake, canal, pond, or other body of water within or adjacent to the Property.

Section 30. Open Burning.

There will be no open burning of construction materials, vegetation generated by land clearing or the demolition of any structure.

Section 31. Dumpster Use.

Declarant will require the use of a jobsite dumpster unless the Owner and/or the Contractor maintains a clean jobsite on a daily basis.

**ARTICLE VI - OWNER'S OBLIGATION TO REPAIR**

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

**ARTICLE VII - ARCHITECTURAL CONTROL**

Section 1. Creation of Architectural Committee.

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the



Board of Directors of Renaissance Homeowners Association, Inc. shall appoint a committee to be known as the Architectural Committee, which committee shall have the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each lot in the manner and to the extent set forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee. References in this Article to the committee shall mean the Declarant until the committee is appointed.

Section 2. Construction of Residences and Miscellaneous Other Structures.

No residence, building, wall, boat dock, driveway, swimming pool, screened enclosure, playground equipment, basketball hoops, or other structure shall be erected, maintained or altered on any lot within the subdivision, until the plans and specifications showing the nature, kind, shape, height, size, materials, colors, floor plans, elevations, and locations of the same have been submitted to and approved in writing by the Architectural Committee as to the harmony of external design and location in relation to the surrounding structures and topography. All structures must be built to comply substantially with the plans and specifications as approved by the committee and, be 100% completed prior to occupancy.

Section 3. Contractor Approval & Requirements.

Every Owner must employ a properly licensed general contractor to construct a residence on their Lot. An Owner may not act as their own contractor unless they are properly licensed, or are found to be qualified by the Architectural Committee, and comply with all of the provisions hereof. All home builders must be preapproved by the Committee. A \$1,500.00 deposit shall be placed with the Committee prior to the commencement of construction to cover the cost of any repairs to roads, curbs or landscaping damaged as the result of construction activities. The deposit or balance thereof, shall be returned within 30 days of the issuance of the certificate of occupancy. Builders must have a portable toilet on each job site during construction. Portable toilets should be located to the side of each residence where possible and not in the utility easement area. Construction must be completed in a timely manner and shall be from sunrise to sunset, Monday through Saturday. No work may be conducted on Sunday. Builders shall provide to the Declarant a signed and sealed foundation and final survey certified to Declarant. Owners shall notify the Committee in writing when the construction has been completed and the Committee shall, within ten (10) days of receiving such notice, make an inspection to verify compliance with the approved plans. Should the committee determine that the construction has not been completed in

accordance with the approved plans and specifications, the Committee shall notify the Owner in writing citing deficiencies and the Owner shall within fifteen (15) days after receipt of notice commence correction of the deficiencies and continue in an expeditious manner until all deficiencies have been corrected. Should such construction not be completed in a timely manner as determined by the Committee, or not be completed in accordance with the plans and specifications approved by the Committee, the Committee shall have the right to seek specific performance of the Owner's obligations to complete the construction as approved by the Committee.

Section 4. Alterations, Additions, and Improvements of Residences.

No owner shall make any structural alteration, or shall undertake any exterior repainting (other than was originally approved), or addition to his residence, without the prior written approval of the plans and specifications therefore by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 5. Damage and Destruction of Residence, Approval of Structural Variances.

Any owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the Architectural Committee for reconstruction, rebuilding, or repair of his residence in a manner which will either provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for such approval shall be made in writing together with full and complete plans, specifications, working drawings, and elevations showing the proposed reconstruction and the end result thereof. The Architectural Committee shall grant approval only if the design proposed by the owner would result in a finished residence of exterior design harmonious with other residences in the subdivision.

Section 6. Approval of Committee; How Evidenced.

Whenever in this article approval of the Architectural Committee is required, such approval shall be in writing. In the event the Architectural Committee fails to approve or disapprove within thirty (30) days after receipt of a request to do so, approval will be deemed to have been given, and compliance with the terms of this article conclusively presumed.

Section 7. Landscaping.

A basic landscaping plan and specifications for each homesite must be designed by a registered landscape architect or person of similar competence and must be submitted to and approved by the Architectural Committee. The landscape plan shall include no less than 5 shade trees in number having a minimum height of 5 feet and minimum spread of 4 feet at the time of transplanting on the homesite property. All yards must be sodded with St. Augustine grass or its equivalent, to the front, side and rear property lines of each lot and contain an underground irrigation system. Landscaping must be completed prior to occupancy, and must at least equal the lesser of 2% of the value of the lot and residential improvement or \$10,000.00 (excluding the cost of sodding and irrigation system).

ARTICLE VIII - FINES

In addition to all other remedies, in the sole discretion of the Board of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule or regulation, contained herein or promulgated pursuant to these Declarations provided the following procedures are adhered to:

- (a) Notice. The Association shall notify the proposed date on which such fine(s) shall become final, which date shall not be earlier than the next regularly scheduled Board meeting. Included in the notice shall be the date and time of the next Board meeting.
- (b) Hearing. The Owner may petition the Board in writing to appear at the next scheduled Board meeting at which time the Owner shall present reasons why the fine(s) should not be imposed. A written decision of the Board shall be submitted to the Owner not later than three (3) days after the date of the Board meeting. Failure of the Owner to contest any proposed fine(s) in accordance with these procedures shall constitute a waiver of his/her rights to further contest such proposed fine(s).
- (c) Fines. The Board may impose fines against any Lot as follows:
  - (i) First noncompliance or violation: a fine not in excess of One Hundred (\$100.00) Dollars.
  - (ii) Second noncompliance or violation: a fine not in excess of Five Hundred (\$500.00) Dollars.

- (iii) Third and subsequent noncompliance or violation, or violations that are of a continuing nature: a fine not in excess of One Thousand (\$1,000.00) Dollars for each week of continued violation or noncompliance.
- (d) Payment of Fines. Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the fines.
- (e) Collection of Fines. Fines shall be treated as a Special Assessment otherwise due to the Association, and as such will be a lien against the Owner's Lot.
- (f) Application of Fines. All monies received from fines shall be allocated as directed by the Board.
- (g) Nonexclusive Remedy. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.
- (h) Suspension of Voting Rights & Usage. The Association reserves the right to suspend the voting rights and right to use the recreational facilities by an Owner, his household, his guests or invitees for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

**ARTICLE IX - GENERAL PROVISIONS**

**Section 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.

**Section 2. Severability.**

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

Section 3. Amendments.

The covenants, conditions, and restrictions of this declaration may be amended in duly recording an instrument executed and acknowledged by not less than three-quarters (3/4) of each class of members. However, any amendment of these documents which would affect the surface water management system, including the water management portions of the common areas, must have the prior approval of the Southwest Florida Water Management District.

Notwithstanding any provision contained in this Declaration to the contrary, the Declarant, without the approval of the Association, the Owners, or any mortgagee of any property within the subdivision, may record and amend this Declaration in any manner or fashion. This includes, without limitation, the right to change the interior design, dimensions, and arrangement of all lots, including increasing or decreasing the number of lots for the subdivision, and to alter the boundaries of lots owned by the Declarant, or the boundaries of the subdivision.

Notwithstanding any provision contained in this Declaration to the contrary, the Declarant, without the joinder or approval of the Association, the Owners, or any mortgagee of property within the subdivision, may record any amendment to this Declaration to be made by the Declarant without the approval of the Association, the Owners, or any mortgagee of property within the subdivision.

Section 4. Subordination.

No breach of any of the conditions herein contained or re-entry 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.

Section 5. Duration.

The covenants, conditions, 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 25 years from the date hereof. Thereafter, they shall be automatically extended for additional periods of 20 years unless otherwise agreed to in writing by the Owners of at least three-quarters (3/4) of the subdivisions lots.

Section 6. Governmental Regulations or Requirements.

If the covenants contained herein are superseded or negated in their applications or enforceability by any governmental, act, legislation, or ordinance then and in that case the terms of such covenant shall be deemed amended in such manner as to effect

compliance with the governmental regulations requirement.

IN WITNESS WHEREOF, undersigned have caused this instrument to be executed as of this 15th day of December, 1998.

Signed, sealed and delivered  
in our presence as witnesses:

S & S DEVELOPMENT, INC.,  
a Florida corporation

Deborah Quattlebaum

Brian K. Swain

Signature of Witness  
Deborah Quattlebaum

By: Brian K. Swain  
As its: President

Printed Name of Witness

Dolly R. Roland

Signature of Witness  
Dolly R. Roland  
Printed Name of Witness

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 15th day of December, 1998, by Brian K. Swain, as President of S & S Development, Inc., a Florida corporation, who is personally known to me and who did not take an oath.

Deborah Quattlebaum  
Notary Public



DEBORAH QUATTLEBAUM  
MY COMMISSION # CC452353 EXPIRES  
April 23, 1999  
BONDED THRU TROY FAUN INSURANCE, INC.

**BY-LAWS  
OF  
RENAISSANCE HOMEOWNERS' ASSOCIATION AT LAKE WINTERSET, INC.**

**ARTICLE I**

**NAME AND LOCATION:** The name of the Corporation is RENAISSANCE HOMEOWNERS' ASSOCIATION AT LAKE WINTERSET, INC., hereinafter referred to as "Association". The principal office of the Corporation shall be at 814 Havendale Boulevard, Northwest, Winter Haven, Florida, but meetings of members and directors may be held at such places within the State of Florida, County of Polk, as may be designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

Section 2.1 "Association" shall mean and refer to RENAISSANCE HOMEOWNERS' ASSOCIATION AT LAKE WINTERSET, INC., its successors and assigns.

Section 2.2 "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additional thereto as may hereafter be brought within the jurisdiction of the Association.

Section 2.3 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 2.4 "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 2.5 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 2.6 "Declarant" shall mean and refer to S & S Development, c/o Brian K. Swain, its successors and assigns only if the instrument by which such successor or assignee assumes the interest of S & S Development in this development expressly provides that such successor or assignee shall become Developer hereunder. A builder, contractor, or other person which purchases one or more lots for the purpose of constructing homes shall not be deemed to be a "Declarant".

Section 2.7 "Declaration" shall mean and refer to the Declaration of Covenants, Condition and Restrictions applicable to the Properties recorded in the office of the Clerk of the Circuit Court for Polk County, Florida.

Section 2.8 "Member" shall mean and refer to those person entitled to membership as provided in the Declaration.

**ARTICLE III  
MEETINGS OF MEMBERS**

Section 3.1 ANNUAL MEETINGS: The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

Section 3.2 SPECIAL MEETINGS: Special meetings of the members may be called at any time by the President or the Board of Directors, or upon written request of the members who are entitled to vote one-four (1/4) of all of the votes of the membership.

Section 3.3. NOTICE OF MEETINGS: Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.4 QUORUM: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 3.5 PROXIES: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

**ARTICLE IV  
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE**

Section 4.1 NUMBER: The affairs of this Association shall be managed by a Board of not less than three (3) Directors, who must



be members of the Association, except prior to turn over by Declarant.

Section 4.2 TERM OF OFFICE: At the first annual meeting of the members shall elect two directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect two directors for a term of three years.

Section 4.3 REMOVAL: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 COMPENSATION: No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 ACTION TAKEN WITHOUT A MEETING: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### **ARTICLE V NOMINATION AND ELECTION OF DIRECTORS**

Section 5.1 NOMINATION: Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors; and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make any nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among members only.

Section 5.2 ELECTION: Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

**ARTICLE VI  
MEETINGS OF DIRECTORS**

Section 6.1 REGULAR MEETINGS: Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 6.2 SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 6.3 QUORUM: A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 7.1 POWERS: The Board of Directors shall have power to:

7.11 Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

7.12 Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

7.13 Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.

7.14 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

7.15 Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 7.2 DUTIES: It shall be the duty of the Board of Directors to:

7.21 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at a special meeting when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;

7.22 Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

7.23 As more fully provided in the Declaration, to:

7.231 Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

7.232 Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

7.233 Foreclose the lien against any property for which assessments are not paid within one hundred eighty (180) days after due date or to bring on action at law against the owner personally obligated to pay the same.

7.24 Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

7.25 Procure and maintain adequate liability and hazard insurance on property owned by the Association.

7.26 Cause all officers, employees, or independent contractors having fiscal responsibilities, to be bonded, as it may deem appropriate;

7.27 Cause the Common Area to be maintained.

#### **ARTICLE VIII OFFICERS AND THEIR DUTIES**

Section 8.1 ENUMERATION OF OFFICERS: The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, who do not have to be Board members, and such other officers as the Board may from time to time by resolution create.

Section 8.2. ELECTION OF OFFICERS: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 8.3 TERM: The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8.4 SPECIAL APPOINTMENT: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 8.5 RESIGNATION AND REMOVAL: Any officers may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified t herein, the acceptance of such resignation shall not be necessary to make it effective.

Section 8.6 VACANCIES: A vacancy is any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 8.7 MULTIPLE OFFICES: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.

Section 8.8 DUTIES: The duties of the officers are as follows:

**President**

8.81 The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

**Vice -President**

8.82 The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

**Secretary**

8.83 The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board

and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

#### **Treasurer**

8.84 The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by such person, persons or organization as the Board of Directors directs, at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditure to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

#### **ARTICLE IX COMMITTEES**

Section 9.1 The Association shall appoint a nominating committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out the purpose of this Association and to assure compliance with the Declaration of Covenants, Conditions and Restrictions.

#### **ARTICLE X BOOKS AND RECORDS**

Section 10.1 The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

#### **ARTICLE XI ASSESSMENTS**

Section 11.1 As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the legal rate allowed on judgments, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape

liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

**ARTICLE XII  
CORPORATE SEAL**

Section 12.1 The Association shall have a seal in circular form having within its circumference the name of the Association, the word "Florida", the words "Corporation Not for Profit" and the year of incorporation.

**ARTICLE XIII  
AMENDMENTS**

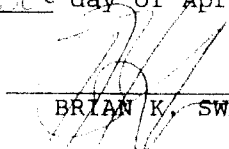
Section 13.1 These By-laws may be amended, at a regular or special meeting of the members, by a vote of 2/3 of a quorum of members present in person or by proxy.

Section 13.2 In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIV  
MISCELLANEOUS**

Section 14.1 The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

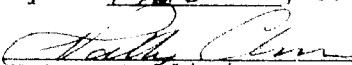
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal this 30<sup>th</sup> day of April, 1999.

  
\_\_\_\_\_  
BRIAN K. SWAIN

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County named above to take acknowledgements, personally appeared BRIAN K. SWAIN, to me well known and known to be the person described in and who executed the foregoing By-Laws and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the State and County named above, this 30<sup>th</sup> day of April, 1999.

  
\_\_\_\_\_  
Notary Public/State of Florida  
My Commission Expires: \_\_\_\_\_

renateea\bylaws.htm

8

