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c/o Lakeland Branch

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**DECLARATION OF COVENANTS, RESTRICTIONS,
LIMITATIONS AND CONDITIONS**

THIS DECLARATION, made this 10th day of January, 1997, by James H. Rehberg as President of J-Reh, Inc. (the "Developer").

W I T N E S S E T H :

WHEREAS, the Developer is the owner of the following described real property located in Polk County, Florida, to-wit:

SCOTT LAKE ADDITION, as recorded in Plat Book 103, Page 24, of the Public Records of Polk County, Florida.

hereinafter referred to as the "Property", and

WHEREAS, the Developer desires to impose certain restrictive covenants and conditions on the Property for the benefit of and limitation upon all subsequent grantees;

NOW, THEREFORE, the following restrictive covenants and conditions are hereby imposed upon each of the lots into which the Property has been subdivided, which restrictive covenants and conditions shall be deemed to be covenants running with the land.

1. RESIDENTIAL USE AND MINIMUM SIZE. No lot shall be used except for single-family residential purposes. No business activity shall be conducted on any lot in connection with the residential usage of any lot. No building shall be erected, placed or permitted to remain on any lot other than one (1) detached single-family dwelling. Each single-family dwelling may not exceed two (2) stories in height and shall contain a minimum floor area of 1600 Square feet for interior and 1800 square feet for lakefront lots. All computations of "floor area" shall be measured by outside dimensions exclusive of screened or unscreened porches, covered or uncovered sidewalks, breezeways, approaches, garages and carports.

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2. LOT SIZE. The term "lot" as used in this Declaration shall mean each separate lot depicted on the recorded subdivision plat of Scott Lake West Addition, recorded in Plat Book 103, Page 24, inclusive, of the Public Records of Polk County, Florida. No lot shall be reduced in size except by the Developer.

3. GARAGES. Each single-family dwelling shall have a private garage, capable of housing at least two (2) cars, together with a concrete driveway or such other driveway as is approved by the Developer, extending from the garage to front lot line. All garages shall contain automatic electric door openers which shall be maintained in good operating condition. Each garage shall be attached to the dwelling and shall conform architecturally to the design of the dwelling, unless otherwise approved by the Developer.

4. DRIVEWAYS AND SIDEWALKS. At the time of the construction of the dwelling on each lot, a concrete apron from the street curb to the lot line shall be constructed.

5. LANDSCAPING AND TREES. All areas on each lot not covered by improvements, driveways, parking areas and walkways shall be properly landscaped within a period of one (1) month after completion of the construction of the dwelling on such lot. All landscaped areas shall be maintained and good horticulture standards shall be observed in the maintenance of plants and other vegetation in the landscaped area. All front and side yard areas must be sodded and the rear yard area must be seeded within one (1) month after construction of a dwelling on a lot. Trees on lots shall be maintained in a good and healthy condition including trimming of dead wood and protection against rot and proper fertilization.

6. CONSTRUCTION. The finished exterior of each dwelling and garage constructed on each lot must be either wood, brick, brick veneer, stucco or stone and there shall be no exposed concrete block. All construction on each lot shall be new construction. No used buildings or structures shall be moved onto any lot. Furthermore, there shall be no storage of building supplies on any lot except in connection with the immediate construction of a single-family dwelling upon said lot. No prefabricated or modular single-family dwelling shall be erected, placed or permitted to remain on any lot without the prior written consent of the Developer. No mobile homes or house trailers shall be permitted on any lot at any time. If construction of a residence on any lot is not commenced within sixty (60) days after such lot is purchased from the Developer, the owner of such lot shall be required to keep the lot free from litter, refuse, trash and debris and keep the lot in a condition which does not detract from the neighborhood, including proper trimming and mowing on a regular basis; and if the owner fails to do so the Developer may remove all such trash or debris from the lot and/or mow the lot and the owner of the lot shall pay the reasonable cost of such removal or mowing, plus twenty percent (20%) of such cost as and agreed upon administrative

charge, within ten (10) days after receipt of a bill from the Developer.

7. STREET LIGHTS. Each lot shall contain a permanent automatic exterior light on a light pole with a wattage, design and height to be determined by the Developer, which shall be located near the lot line at the driveway entrance to the lot. Such light shall be maintained in good operating condition by the lot owner and installed at the time of construction of the dwelling.

8. SETBACKS. No portion of any dwelling or of any garage, or outbuilding shall be constructed or installed on any lot within fifteen (15') of the front lot line, within thirty feet (30') of the rear lot line, within seven and one half feet (7 1/2') of any side lot line and within fifteen feet (15') of any side line abutting a street. The front lot line of each corner lot for dwelling facing purposes and for setback requirements shall be deemed to be that lot line having the smallest dimension which fronts on a paved road. Notwithstanding the foregoing, the Developer reserves the right to amend the setback provisions for any lot that may require special consideration due to its irregular shape or location provided all zoning laws are complied with.

9. UTILITY BUILDINGS. No utility buildings, sheds or outbuildings shall be erected, placed or permitted to remain on any lot without the prior written consent of the Developer.

10. DEVELOPMENT CONTROL. At least thirty (30) days prior to the date of commencement of construction of any dwelling on any lot, or the construction of any improvements to an existing dwelling on any lot, the owner of such lot shall furnish to the Developer the following:

(a) The name and address of the lender financing the construction of the dwelling, if any.

(b) The final plans and specifications which shall include at least a site plan showing the location of the dwelling on the lot, all elevation views, floor plans, electrical and plumbing designs, a schedule of materials and a landscape plan. The landscape plan shall include the location and description of all trees and bushes and other shrubbery which will be planted at the time of the completion of the construction of the dwelling.

The Developer shall review the foregoing to determine whether they comply with the provisions of this Declaration and to applicable zoning ordinances; to determine whether or not the proposed dwelling to be constructed upon the lot will blend architecturally with the other dwellings constructed or to be constructed on other lots in the property, will detract from the neighborhood or will materially affect the property values of other lots in the Property; to determine the nature and quality of proposed workmanship and materials; and to determine the location of the dwelling with respect to the topography and finished grade of the dwelling.

The Developer shall either approve or disapprove the proposed plans and specifications and if they are approved shall furnish to the owner a notarized statement that the plans and specifications have been approved. If the plans and specifications are not approved, notice of disapproval and the reason for disapproval shall be given to the owner of the lot within twenty (20) days after receipt of the plans and specifications. After the plans and specifications have been approved, construction may commence as soon as practicable and construction shall be completed in accordance with the plans and specifications, and there shall be no material changes in the plans and specifications without the prior written consent of the Developer. This paragraph imposes no responsibility or liability upon the Developer to review the plans and specifications, and each owner is responsible alone for the quality and safety of construction of the dwelling on each such owner's lot.

11. HOMEOWNERS ASSOCIATION. The Developer has formed a homeowners association known as SCOTT LAKE WEST HOMEOWNERS ASSOCIATION OF POLK COUNTY, INC., a Florida not-for-profit corporation ("Association"). The owners of all lots in the Property shall be members of the Association and the Developer reserves the right to add other lands in the vicinity of the Property to the area in which the owners of lots are members of the Association. Such additional property shall be added by reference to the Association in the restrictions recorded for each new subdivision. The Association has the right and responsibility to maintain any areas within rights-of-way, within the Property, shall have the power and authority to enforce these Restrictions, shall have the power and authority to develop and implement a security system, shall contribute its proportionate share of the costs of maintenance of the entrances to Scott Lake West Subdivision. Proportionate share is defined in the Articles of Incorporation of the Association. Copies of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "A" and "B" and incorporated herein by reference. By acceptance of a Deed conveying a lot in the Property, each lot owner agrees to be bound by all of the terms, conditions, and provisions of the Articles of the Incorporation and Bylaws of the Association. Membership in the Association shall be appurtenant to the ownership of lots in the Property any may not be transferred separate from the ownership of a lot.

12. TEMPORARY STRUCTURES. No structure of a temporary character, tents, shacks or any outbuildings, shall be used on any lot at any time as a residence, either temporarily or permanently.

13. SIGNS. No sign or any kind shall be displayed to the public view on any lot except for one (1) sign of not more than one (1) square foot identifying the owner thereof and one (1) sign of not more than five (5) square feet advertising the Property for sale or rent and except for signs used by a builder to advertise the Property during the construction and sales period.

14. AERIALS AND TELEVISION ANTENNAS. No aerials of any kind or television antennas shall be permitted on the Property.

15. BOATS AND VEHICLES. No boats, boat trailers, mobile homes, house trailers, travel trailers, camper vehicles, motor homes, vans, trucks or pickup trucks shall be permitted to remain in the subdivision overnight; except that boats or boat trailers, travel trailers, motor homes, camper vehicles, vans and pickup trucks are permitted when (a) parked in an enclosed garage; or (b) parked on the driveway to a lot on a temporary basis, not exceeding seven (7) days; or (c) parked on a lot in a location behind the front setback line from the lot at least ten feet (10') inside each side and rear setback line, and when such boat or vehicle is not visible from the street and does not detract from the neighborhood. Except for inoperative vehicles which are parked in an enclosed garage, all vehicles shall have a current license tag registration and shall be in operating condition. No vehicles shall be parked on any street or front lawn of the subdivision overnight or on a regular basis.

16. ANIMALS. 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 may be kept, provided they are reasonable in number and provided further that they are not maintained or bred for any commercial purpose, and that proper restraint and control are used in the keeping of them.

17. NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done on any lot or in the subdivision that may be or may become an annoyance or nuisance to the neighborhood.

18. FENCES. No continuous hedge or planting shall be permitted between the front setback line and the front property line, except shrubbery next to the dwelling which does not detract from the neighborhood. No continuous fence, wall or like structure shall be permitted between the rear of the dwelling and the front lot line. No continuous fence, wall, hedge, planting or like structure over six feet (6') in height shall be permitted on any lot. Each fence which is installed or placed on any lot shall be either wood or chain link material or finished masonry. Each such fence shall be constructed in a manner that does not detract from the neighborhood and shall be maintained in good condition.

19. POOLS. No above ground pools may be installed on any lot. All pools must be enclosed by fences or wall enclosures on all sides.

20. CLOTHESLINES. Clotheslines and the drying of clothes or other items on lines on the Property is prohibited, to the extent permitted by law.

21. RUBBISH. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment

for the storage or disposal of such materials shall be kept in a clean and sanitary condition. The Owner of each lot shall place all garbage and trash in proper containers which shall be covered at all times and emptied regularly by a commercial garage service. Garbage cans and containers shall be kept in a clean and sanitary condition and shall be maintained at the rear of the residence and shall not be visible from the street. Except during the construction of a residence on a lot, all building materials shall be stored in a utility building or in such manner as not to be visible from the street and not to detract from the neighborhood.

22. **EASEMENTS.** Easements for roadways, utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structures, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of roadways, utilities and drainage facilities.

23. **UTILITIES.** All utility lines, including electrical and telephone lines, shall be installed underground. This shall apply to all connections to both underground and overhead terminals.

24. **WATERFRONT LOTS.** This Paragraph 24 shall apply to all of the lots which front on a lake or other body of water.

(a) Alteration of Water Line. No owner of a waterfront lot shall ever excavate, dig, fill or in any manner or in any way alter the location of the natural water line or extend or alter the location of the boundary line between the portion of the lot lying above the water line and the portion of the lot lying below the water line by artificial means, without the prior written consent of the Developer. If the Developer consents, lot filling, excavation or other change of such boundary line at the water line, the Developer will sign a written consent to such change which will be in recordable form. Any such consent shall not be construed to be a consent to a future filling or alteration of such boundary line at the water line. The granting of such consent shall not impose any liability on the Developer on any necessary permit or other approvals shall be obtained by the owner requesting such consent.

(b) Docks. No docks, boat houses, lake walls, decks or other buildings or structures shall be constructed at the water line or into the water or projecting over the water without the prior written consent of the Developer, except for stationary and permanently affixed docks not exceeding two hundred (200) square feet in area and not extending into the water more than fifteen (15) feet from the water's edge. Any consent shall not be construed to be a consent to any future or other docks or projection and the Developer reserves the right to grant or deny requests without any justification or explanation and in the Developer's sole and unrestricted discretion. If the Developer shall consent to any such construction, the Developer will sign a written consent in recordable form. The granting of any such consent will not

impose any liability on the Developer and any necessary permits shall be obtained by the owner requesting such consent.

(c) Motor Boats. No boats with motor of any kind (except for boats with small electric motors) shall be permitted to operate in the bodies of water adjacent to the waterfront lots at any time without the prior written consent of the Developer.

(d) Access to Lake. Access to the bodies of water abutting the lots through the lots is restricted to the use of the owner of each of the lots and any of the owner's family members.

25. VEGETATION IN RIGHTS-OF-WAY. Each owner of a lot agrees to maintain and trim the vegetation in the road right-of-way adjacent to such owner's lot and agrees to maintain and trim the vegetation located within all drainage swales and drainage easements and abutting the lake or other body of water abutting waterfront lots. Each purchaser of a lot acknowledges and understands that lands in the vicinity of a road right-of-way drainage swale or drainage easement swale may be subject to temporary standing water when conditions decrease the rate of percolation and drainage runoff from such road right-of-way or drainage easement.

26. DURATION. The provisions of this Declaration are imposed upon the Property for a term of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

27. ENFORCEMENT. The developer or any owner of any lot shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Developer assumes no responsibility or liability for his failure to enforce the said restrictive covenants and conditions.

28. ASSIGNMENT OF RIGHTS. The Developer has reserved certain rights in this Declaration concerning the development of the Property, obtaining exceptions of certain provisions of this Declaration, reviewing plans and specifications, and granting approvals to owners of lots. The Developer may assign and transfer such rights, provided such transfer is made in connection with the sale by the Developer of all of the Developer's then interest in the Property, or is made to the Association.

29. AMENDMENT. The provisions of this Declaration may be amended by an instrument in writing signed by the owners of not less than eighty percent (80%) of the lots.

30. ATTORNEYS FEES AND COSTS. In connection with any litigation arising under provision of this Declaration, the

prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys fees.

31. SEVERABILITY. The invalidation by any Court of any provision of this Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.

32. BENEFIT. The foregoing restrictions, covenants and conditions shall constitute covenants running with the land and the provisions of of this Declaration shall be binding upon and shall be for the benefit of all the present and future owners of any of the lots, their heirs, devisee, personal representatives, grantees, successors and assigns.

SIGNED the day and year first above written.
Signed in the presence of the following two witnesses:

Debbie Dean
Debbie Dean

J-Reh, Inc.
BY: James H. Rehberg, as its President

Amy T. Greenwood
Amy T. Greenwood

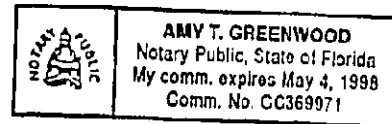
STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 10th day of January, 1997, by James H. Rehberg, as President of J-Reh, Inc., on behalf of the corporation, who is personally known to me and who did not take an oath.



Amy T. Greenwood
Amy T. Greenwood
Notary Public

This instrument prepared by/Return to:
Robert T. Miller, Esq./atg
Miller, Crosby & Miller, P.A.
OFFICE BOX-LAKELAND COURIER
2323 S. Florida Ave. Lakeland, FL 33803



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BYLAWS OF
SCOTT LAKE WEST
PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

Scott Lake West Subdivision
Lakeland, Florida

The name of the corporation is Scott Lake West Property Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located in the County of Polk, State of Florida, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to Scott Lake West Property Owners Association, Inc., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions regarding SCOTT LAKE WEST PROPERTY OWNERS ASSOCIATION, INC.

Section 3. "Common Area" shall mean all real property and surface water management system owned by the Association for the common use and enjoyment of the Owners.

Section 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, together with all improvements thereon.

Section 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 any other party holding the fee simple title thereto merely as security for the performance of an obligation.

Section 6. "Declarant" shall mean and refer to James H. Rehberg, and such of his successors and assigns as shall acquire more than a majority of undeveloped Lots owned by James H. Rehberg, for the purpose of development, and notice of such transfer is made in writing from James H. Rehberg to the Association.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions Scott Lake West Property Owners Association, Inc., applicable to the Properties recorded in the Public Records of Polk County, Florida; and all amendments thereto now or hereinafter recorded in said records.

Section 8. "Member" shall mean and refer to every Owner. Every Owner shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be members., An Owner of more than one Lot shall be entitled to one membership for each Lot owned by him. Each such membership shall be appurtenant to the Lot upon which it is based and shall be transferred automatically by conveyance of that. No person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in that a contract seller may assign his membership and voting rights to his vendee in possession.

Section 9. "Surface Water Management System" shall mean the required system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

ARTICLE III

MEMBERS AND VOTING

The owner of each Lot in Scott Lake West Subdivision, Plat Book 98, Pages 46-48, Public Records of Polk County, Florida, and any lots conveyed prior to recording of plat, as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein as regulated by the Board of

(d) 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 or billings for use of the Public Utility Systems have been paid, such certificate shall be conclusive evidence of such payments;

(e) procure and maintain adequate liability and hazard, or other required or desired insurance, on the property owned by the Association;

(f) cause all persons or entities employed, authorized, or contracted to collect, disburse, and manage this Association's funds, including officers and directors of the Association, to be bonded with standard fidelity and errors and omissions coverage for the benefit of the Association, and the premiums for such bonds may, in the discretion of the Board, be paid from Association funds;

(g) cause the streets and common area, recreation facilities, and the like, to be maintained;

(h) with the assistance of the treasurer, the Board may cause an annual audit of this Association's books to be made by a certified public accountant at the completion of each fiscal year and shall prepare an annual budget and statement of income and expenditure to be presented to the membership at its regular and expenditure to be presented to the membership at its regular annual meeting, which budget shall contain, within the limits of available

Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any Lots.

Membership shall be on a calendar year basis and shall automatically be transferred during a calendar year with the transfer of Lot ownership, There shall be no proration, except as between Lot owners of membership assessments, and any unpaid assessments due at any time shall be and become the obligation of a new Lot owner upon the purchase of said Lot.

A member not in good standing with the Association, shall include a member that has failed to pay any assessments, charges and/or costs, of the Association during the time-period allowed for payment of same. A member not in good standing with the Association may be denied the right to vote at the Association meetings or to hold office within the Association as well as the use of any recreational facilities within the common areas of the Association or the use thereof by Immediate family members, guests and/or invitees.

The Association shall have two classes of voting membership.

CLASS A. Class A members shall be all owners, with the exception of the Declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot.

CLASS B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) When the total votes outstanding in the Class A membership equal the total votes outstanding the Class B membership or

(B) On _____

ARTICLE IV

Meeting of Members

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, on such date and at such time and place as the Board of Directors shall determine. Each subsequent regular meeting of the members shall be held during the same month thereafter, on such date and at such time and place as the Board of Directors shall determine.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes of the Class A membership.

Section 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. All

notices shall specify the place, day and hour of the meeting, and, in case of special meetings, the purpose thereof. Notice of any meeting may be waived in writing at any time before, at, or after such meeting.

(a) Notice of any meeting called for the purpose of taking any action authorized under the Declaration shall be given to all members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting by mail, postage prepaid, and addressed to each members' address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice.

(b) Unless otherwise expressly required by the Declaration or the Articles of Incorporation of this Association, notice of all other meetings shall be given at least fifteen (15) days in advance to each member; and, unless a member has requested the Secretary in writing that notice be given such member by mail and furnished the Secretary with the address to which such notice is to be mailed, any notice required by these Bylaws, the Declaration, or the Articles of Incorporation of this Association may in the discretion of the person giving the same, be given by mailing a copy of such notice, postage prepaid, addressed to the members' address last appearing on the books of the Association, or by delivering the same to the member personally. Delivery of notice pursuant to this subparagraph to any co-owner of a Lot shall be effective upon such co-owners writing that notice be given such co-owner and furnished

the Secretary with the address to which such notice may be delivered by mail.

Section 5. Quorum. The presence, in person, at the meeting of members 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 Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote there at 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 5. Proxies. At all meetings of members, each member shall vote in person.

Section 6. Determination of Membership. For the purposes of determining the person entitled to notice under any provision of these Bylaws, the Articles of Incorporation of this Association, or the declaration, and for the purpose of determining those persons entitled to vote at any meeting of the Association as of a date set by the Board of Directors, which date shall be not more than thirty (30) days prior to the date of such notice or of such meeting. If the Board of Directors fails to establish such a date, membership shall be as shown on the books of the Association on the thirtieth (30) consecutive calendar day prior to the date of such notice or of such meeting.

ARTICLE VBoard of Directors: Term of Office

Section 1. Number. The affairs of this Association shall be managed by a Board initially composed of three (3) Directors, who need not be members of the Association. The number of Directors may be changed by amendment to the Bylaws of this Association but shall never be less than three (3). The Directors are hereby divided into three Classes: Class 1, Class 2, and Class 3.

Section 2. Term of Office. At the first annual meeting, the members shall elect a Class 1, a Class 2, and a Class 3 Director. The term of office of the Class 1 Director shall expire at the annual meeting next ensuing. The term of office of the Class 2 Director shall expire one year thereafter. The term of office of the Class 3 Director shall expire two years thereafter. At each succeeding annual election, the Director elected shall be chosen for a full term of three (3) years to succeed the one whose term expires. A Director shall continue in office until his successor shall be elected and qualified unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 3. Removal. Any director may be removed from the Board for 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, even if less than a quorum, and shall serve for the unexpired term of his predecessor, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve.

Section 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.

ARTICLE VI

Nomination and Election of Directors

Section 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 who may be members of the Board of Directors. 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 as many 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 may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret ballot. At such election the members 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 VII

Meetings of Directors

Section 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; provided, however, that until such time as there is Class A membership in the Association, nothing contained in these bylaws shall require the Board of Directors to meet more often than once a year. 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 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. Such notice may be waived in writing at any time before, at, or after the meeting.

Section 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 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.

Section 4. Informal Action. Any action of the Board of Directors which is required or permitted to be take at a meeting may be taken without a meeting if written consent to such action,

signed by all members of the Board, is filed in the Minutes of the proceedings of the Board prior to the taking of such action Members of the Board of Directors shall be deemed present at a meeting of such Board if a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other is used.

ARTICLE VIII

Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the streets and common area, recreation facilities, and the like, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreation facilities 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 for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) 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 Bylaws, the Articles of Incorporation, or the Declaration;

(d) 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

(e) employ a manager, an independent contractor, maintenance company, or such other employees as they deem necessary, and to prescribe their duties and compensation, if any.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

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

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

(iii) Enforce collection of all assessments which are not paid within thirty (30) days after the due date thereof by foreclosure, suit, or such other lawful procedure as the Board deems in the best interest of the Association.

funds, adequate reserves for the maintenance of members' ^{POLK OFF REC} property, as required by the Declaration, all in accordance with sound financial practice, and file such Income Tax forms or documents as may be required;

(i) otherwise manage the affairs of the Association.

ARTICLE IX

Officers and Their Duties

Section 1. Enumeration of Officers. The officers of this Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other officers as the board may from time to time by Resolution create. The President and Vice-President shall be members of the Board of Directors.

Section 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 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year and until his successor shall be elected and qualify, unless he dies, resigns, or is removed, or otherwise disqualified to serve.

Section 4. Special Appointments. 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 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any

officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect of the date of receipt of such notice or any later time specified therein, and unless otherwise specified therein the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in 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, unless he sooner dies, resigns, or is removed or otherwise disqualified to serve.

Section 7.1 Multiple Offices. No person shall simultaneously hold more than one office except:

(a) The offices of Secretary and Treasurer may be held by the same person.

(b) Special offices created pursuant to Section 4 of this Article may be combined with any other office; and

(c) Any officer also may serve as Director.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; see that orders and Resolutions of the Board are carried out; sign all Leases, Mortgages, Deeds, and other written instruments, and co-sign all checks and Promissory Notes; and exercise and discharge such other duties as may be required of him by the Board.

Vice-President

(b) 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 by the Board.

Secretary

(c) 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 exercise and discharge such other duties as may be required of him by the Board.

Treasurer

(d) The Treasurer shall cause the receipt of and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by Resolution of the Board of Directors; sign all checks and Promissory Notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members; and exercise and discharge such other duties as may be required of him by the Board.

ARTICLE XCommittee

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIBillings Assessments and Liens

As more fully provided in the Declaration, each member is obligated to pay to the Association all regular and special assessments (which are secured by a continuing Lien upon the property against which the assessment is made). Any assessments which are not paid when due shall be delinquent.

The Association shall be empowered through its officers and Board of Directors to place a charging lien against the Lot owner's property for nonpayment of such assessments, charges and costs that have been properly made hereunder and in accordance with the Charter, By-Laws, Rules and Regulations of the Association. Removal of said lien shall require the payment of said lien amount, interest, recording costs and attorney fees. A lien shall be subordinate to a mortgage lien of any financial institution having a mortgage on said Lot whether before or after said lien shall have been placed thereupon. In addition, any financial institution holding a mortgage on any Lot and taking title thereto after default through foreclosure or otherwise, shall have no obligation toward the payment of accrued and uncollected assessments, charges

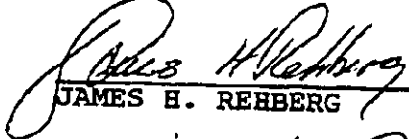
and/or costs on the part of the Association that have accrued to the date that it has taken title to said Lot.

ARTICLE XII

Amendments

These By-Laws may be altered, amended, or repealed in whole or in part, and new By-Laws may be adopted, by the vote members owning a seventy-five percent (75%) of the stock of the lots.

Adopted this 30th day of November, 1994.



JAMES H. REHBERG



LINDA G. REHBERG