Articles of Association Waterwood II POA

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POLK COUNTY

Amended Articles of Association of Waterwood II Property Owner's Association, Inc. (A Corporation not for Profit)

We, the undersigned, do hereby associate ourselves together for the purpose of forming a Property Owner's Association.

ARTICLE I – NAME

The name of this Association shall be WATERWOOD II PROPERTY OWNER'S ASSOCATION, INC. (the "Association"), and it shall be located in Polk County, Florida.

ARTICLE II – INITIAL REGISTERED OFFICE & AGENT

The street address of the initial registered office of the Association, until changed by the Board of Directors, shall be Suite #101. Colonial Building, 910 South Florida Avenue, Lakeland, Florida 33803, and the name of the initial registered agent of the Association at that address is W. Wm. Ellsworth, Jr.

ARTICLE III – POWERS AND PURPOSES

1. The Association is empowered:

1.A. To manage, maintain, construct and/or repair for the use of its members their guests and/or invitees all lawn, shrubbery, trees, and/or improvements now on or to be placed on the North 140 Feet of Lot 48, WATERWOOD ADDITION SUBDIVISION, Plat Book 68, Pages 24 and 25, Public Records of Polk County, Florida; which improvements shall be for recreational purposes the use of which shall be governed in accordance with these Articles of Association and By-Laws hereinafter enacted.

1.B. To manage, maintain and repair ingress, egress and/or utility easements over, under and across:

The South 10 feet of Lot 28
The North 10 feet and the West 10 feet of Lot 29
The West 10 feet of Lot 47
The East 20 feet and the North 10 feet of Lot 48
The North 10 feet of Lot 59
The South 10 feet of Lot 60

All of said lots being in WATERWOOD ADDITION SUBDIVISION, Plat Book 68, Pages 24 and 25, Public Records of Polk County, Florida. The use and benefits of said easements shall be for the Association's membership and their guests and/or invitees, shall be limited to pedestrian and/or bicycle access to the North 140 feet of Lot 48 of WATERWOOD ADDITION SUBDIVISION in conjunction with and only for the purpose of Association members, their guests or invitees usage of the North 140 feet of Lot 48 of WATERWOOD ADDITION SUBDIVISION for recreational purposes in accordance with Association rules and regulations. Vehicular traffic over said easements shall at all times be prohibited except for the purpose of maintaining same and constructing and/or maintaining any of the lawns, shrubbery, trees and/or improvements placed upon the North 140 feet of Lot 48 for recreational purposes by or for the use of the benefit of the Association.

1.C. To enforce the Restrictive Covenants and Conditions of WATERWOOD ADDITION SUBDIVISION, O.R. Book 1879, Page 2148, Public Records Polk County, Florida.

1.D. To enact rules of use and to maintain its ownership in the North 140 feet of Lot 48 of WATERWOOD ADDITION SUBDIVISION as shown on the Plat thereof recorded in Plat Book 68, Pages 24 and 25, Public Records of Polk County, Florida.

1.E. To maintain subdivision perimeter fencing.

1.F. To maintain those drainage easements as shown on the Plat of WATERWOOD ADDITION SUBDIVISION, Plat Book 68, Pages 24 and 25, Public Records of Polk County, Florida.

1.G. To maintain an entrance sign at the Southwest corner of Lot 1 at the intersection of Boy Scout Ranch Road and Black Walnut Drive which sign shall be for the purpose of designating the subdivision's name.

1.H. To bond, it desired, Directors, officers and employees of the Association.

1.I. To convey for cash, terms and/or exchange Association property; to sue and be sued; to contract for services to provide for the operation and/or maintenance of any property which the Association is so empowered to operate and/or maintain; and to transact any and all lawful business.

1.J. To pay utilities together with real estate taxes and assessments, if any, attributable to the improvements within the subdivision which is owned and/or being maintained by the Association.

1.K. To require all lot owners within the subdivision to become and be members of the Association.

1.L. To have the right, but not the duty, to maintain improved or unimproved lots within the subdivision wherein the lot owner has failed to maintain same in keeping said lot free and clear of debris and trash and unsightly weeds and litter and assess the costs thereof against said lot owner. It shall have an easement and/or license of entry over any lot within the subdivision for the purposes of this maintenance.

1.M. To determine, prepare, and deliver notice of and collect assessments from the Association members for the purpose of the foregoing and to enforce liens for such assessments uncollected against a lot owner's lot within the subdivision, with interest, costs, and attorney's fees, by legal action, if necessary.

2. Lot Owner's Responsibility to the Association:

2.A. Each lot and/or property owner shall be liable and obligated to pay to the Association an annual property improvement and management fee covering the cost of maintenance, improvement, and operation of the various common areas under the control of the Association herein above referenced which are for the private use and benefit of the property and lot owner. Each lot that has membership in the Association shall bear equal portions of each annual assessment regardless of a lot's location, dimension, or size.

2.B. Each lot owner as a member of the Association at all Association meetings, if in good standing, shall be entitled to one vote for each lot owned; a lot owner of two or more contiguous lots may upon building a single-family private residence upon said lots (where the placement of said residence prohibits construction of an additional residence thereupon) choose to limit membership as a multiple lot owner to one membership. The choice shall be in writing, shall be directed to the Association and may be made at, or after, the time of obtaining a Certificate of Occupancy therefore from the appropriate Government Entity. Said choice shall not entitle the multiple lot owner a proration back of any assessments per lot paid in advance; however, thereafter all contiguous lots so utilized shall be treated as one lot for the purpose of assessment and membership in the Association hereunder, including voting rights.

2.C. The fiscal year of the Associate shall commence January 1 of each calendar year. The Board of Directors of the Association shall determine an annual assessment for the Association for each lot membership in the Association. Each annual assessment shall be deemed to be due in advance as of January 1 of each year, payable on or before February 1 of each year with the initial annual assessment payable on or before February 1, 1999 for the fiscal year January 1, 1999 – December 31, 1999. Annual assessments shall be payable in one annual installment. Discounts for early payment of annual assessments may be set at the discretion of the Board of Directors of the Association in both amount and date and will be fixed at the Annual Meeting of the Association Membership; however, no discount shall be allowed for payments received after the February 1 due date. There shall be no proration, except as between lot owners, of any assessments, and any unpaid assessments due at any time shall become the obligation of a new lot owner upon purchase of said lot. The amount of the annual assessment will depend on the financial requirements for maintenance, improvements, and operation of the common areas desired by the Association members. Special Assessments for these purposes may from time to time be made by the Association.

2.D. During the months of November or December in each year the Board of Directors of the Association shall call a meeting of the membership of the Association for the purpose of fixing the amount of the Association's maintenance, improvement, and operation assessment; conducting old and new Association business, and for the electing of members of the Board of Directors for the ensuing fiscal year. The call shall be in writing, state the meeting's purpose, shall designate the date (which shall be no less than ten (10) days from the date the call is mailed), time and place of said meeting and shall be mailed to all lot owners at the last addresses for said owner shown on the books and recorded by the Association or to the lot owner's address as shown on the Polk County Tax rolls. The election of the Board of Directors, each year's annual assessments, and business of the Association, shall be determined at said meeting by the affirmative written vote of a majority of those Association members in good standing present or represented by proxy at said meeting. Following the Association annual meeting, written annual assessments voted for by the membership and set by the Board of Directors of the Association shall be mailed by the Association to all lot owners subject to assessment as members as provided herein.

2.E. The Association shall be empowered through its Officers and/or Board of Directors to place a charging lien against the lot owner's lot within the Subdivision for non-payment of such assessments, charges and/or cost that have been properly made hereunder and in accordance with the Articles of Association, 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's 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 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; however, said lien shall not be discharged as to a subsequent third party purchaser of said lot until it shall have been paid in full in accordance herewith.

2.F. 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 the payment of the same. A member not in good standing with the Association may be denied the right to vote at the Association affairs or to hold office within the Association. A member not in good standing with the Association, and said member's family members, guests, and/or invitees, may be denied the use or access to the North 140 feet of Lot 48 of Waterwood Addition Subdivision or any recreation facilities contained thereon.

2.G. The Association through its membership shall have the right to modify all of the Restrictive Covenants and Conditions referenced herein by amendment, deletion, and/or addition upon the written direction of two-thirds (2/3) or more of the lot owner members of the Association.

ARTICLE IV – MEMBERS
(Deleted in whole)

ARTICLE V – VOTING

The Association shall have one class of voting Membership to be made up of all lot owners who are members of the Association in good standing as outlined in Article III, Section 2. Each member in good standing shall be entitled to one vote for each lot owned, except where multiple contiguous lots have been registered as a single lot for assessment and voting purposes as described in Article III, Section 2.B. When more than one person or entity holds an ownership interest in any lot, all such persons shall be members of the Association; however, the vote for such lot shall be exercised by only one member designated in writing to the Association. In no event shall more than one vote be cast with respect to any one lot.

ARTICLE VI – MANAGEMENT

The affairs and business of the Association shall be managed by a Board of Directors and by the following officers: President, Vice-President, Secretary and Treasurer and such other officers as the Board of Directors shall appoint. The officers shall be elected by the Board of Directors at the first meeting of the Board of Directors immediately following the annual meeting of the Association. All members of the Board of Directs shall be members of the Association. The President shall be a member of the Board of Directors but no other officer need be a member of the Board of Directors.

ARTICLE VII – OFFICERS

The names of the officers who are to serve until the first election of officers by the Board of Directors are:

W. Wm. Ellsworth, Jr.	- President
Robert F. Harper, III	- Vice President
William E. McCarter	- Secretary/Treasurer

ARTICLE VIII – DIRECTORS

1. The Association shall have three (3) directors initially. Thereafter, the number of directors may be either increased or diminished from time to time by a vote of a majority of the membership present at any authorized meeting but shall never be less than three (3).

2. The names and addresses of the persons who are to serve on the first Board of Directors are:

W. Wm. Ellsworth, Jr. -	Suite #101, Colonial Building 910 South Florida Avenue Lakeland, Florida 33830
Robert F. Harper, III -	4207 Rolling Oak Drive Lakeland, Florida 33805
William E. McCarter -	2735 Fairmount Avenue Lakeland, Florida 33803

3. The initial Directors shall serve until the first annual meeting of the Association and thereafter as provided for hereafter.

4. At each annual meeting of the members of the Association shall elect the members of the Board of Directors by a plurality of the votes cast at such election, and such members shall serve until the next annual meeting of the Association.

5. In the event of the removal, resignation, death or other vacancy of the member of the Board of Directors, the vacancy shall be filled by the remaining Board of Directors. The replacement member of the Board of Directors shall serve the remainder of the term of his predecessor.

6. No member of the Board of Directors or any committee of the Association or any officer of the Association shall be personally liable to any member of the Association, or to any other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of such person or group; provided that such person or group has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

7. The Board of Directors shall see that all assessments shall be assessed equally against all lot owners as outlined in Article III (2) (A). Where there are multiple owners of any lots, such owners shall be jointly and severally liable for the payment of the assessments.

8. The Board of Directors from time to time may adopt By-Laws of the Association which may be amended or rescinded by them. In addition, any By-Laws so adopted may be amended, modified or rescinded at any Association meeting by a majority vote of the members present.

ARTICLE IX – AMENDMENTS

Amendments to the Articles of Association shall be approved by the Board of Directors, proposed by them to the members and approved at any meeting by a two-thirds (2/3) vote of the members present, provided that not less than thirty (30) days notice by mail shall have been given to all members, setting forth the proposed amendments.

ARTICLE I – TERM
This Association shall have perpetual existence.

IN WITNESS WHEREOF, the undersigned, as subscribers to these Articles of Association, have hereunto set their hands and seals at Lakeland, Polk County, Florida, this 15th day of June, 1979.

SUBSCRIBERS		ADDRESS
		Suite #101, Colonial Building
(sig.)	(SEAL)	910 South Florida Avenue
W. Wm. Ellsworth, Jr.		Lakeland, Florida 33830
(sig.)	(SEAL)	4207 Rolling Oak Drive
Robert F. Harper, III		Lakeland, Florida 33805
(sig.)	(SEAL)	2735 Fairmount Avenue
William E. McCarter		Lakeland, Florida 33803

STATE OF FLORIDA
COUNTY OF POLK

Personally appeared before me, Notary Public authorized to take acknowledgments in the State and County set forth above, W. WM. ELLSWORTH, JR., ROBERT F. HARPER, III AND WILLIAM E. McCARTER, known to me to be the persons who executed the forgoing Articles of Association of WATERWOOD ADDITION SUBDIVISION and who acknowledged before me that they executed them for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the State and County aforesaid this 15th day of June, 1979.

(Barnie Lee Esposito) – sig.
NOTARY PUBLIC – STATE OF FLORIDA
My commission expires: 2-9-81

(NOTORIAL SEAL)

CERTIFICATE DESIGNATING PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS
STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

In pursuance of Chapter 48.091 and Chapter 617.023, Florida Statutes, the following is submitted, in compliance with said act:

That WATERWOOD II PROPERTY OWNER'S ASSOCIATION, INC., desiring to organize a corporation not for profit under the Laws of the State of Florida with its principal office, as indicated in the Articles of Association, at Suite #101. Colonial Building, 910 South Florida Avenue, Lakeland, Polk County, Florida 33803, has named W. WM. ELLSWORTH, JR. whose address is: Suite #101, Colonial Building, 910 South Florida Avenue, Lakeland, Polk County, Florida 33803, as its Agent to accept Service of Process within the State.

ACKNOWLEDGMENT

Having been named to accept Service of Process for the above stated corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

(sig.)
W. WM. ELLSWORTH, JR.
Resident Agent