

Parcel One: Commence at the Southeast corner of Section 22, Township 30 South, Range 29 East and run N 89°33'51" W, along the South boundary of said Section 22, a distance of 3493.31 feet for a point of beginning; thence North 02°58'40" E, 740.46 feet; thence Northeasterly along a curve concave Northerly, having a radius of 1530.00 feet, a central angle of 07°53'26", and a chord bearing N 76° 37'23" E, an arc distance of 210.71 feet to the end of said curve and the beginning of a curve concave Northwesterly, having a radius of 1180.00 feet, a central angle of 40°28'30", and a chord bearing N 52°26'25" E, an arc distance of 833.58 feet to the end of said curve and the beginning of a curve concave Westerly, having a radius of 1830.00 feet, a central angle of 45°47'30", and a chord bearing N 09°18'25" E, an arc distance of 1462.56 feet to the end of said curve and the beginning of a curve concave Southwesterly having a radius of 1290.00 feet, a central angle of 29°30'50", and a chord bearing N 28°20'45" W, an arc distance of 664.50 feet to the end of said curve; thence N 43°06'10" W, 180.46 feet to the beginning of a curve concave Southerly, having a radius of 660.00 feet, a central angle of 51°45'20", and a chord bearing N 68°58'50" W, an arc distance of 596.18 feet to the end of said curve and the beginning of a curve concave Southeasterly, having a radius of 1150.00 feet, a central angle of 72°26'20", and a chord bearing S 48°55'50" W, an arc distance of 1453.61 feet to the end of said curve and the beginning of a curve concave Easterly, having a radius of 1580.00 feet, a central angle of 23°26'20", and a chord bearing S 01°00'00" W, an arc distance of 646.36 feet to the end of said curve and the beginning of a curve concave Westerly, having a radius of 250.00 feet, a central angle of 23°50'40", and a chord bearing S 01°12'10" W, an arc distance of 104.04 feet to the end of said curve; thence S 13 07'30" W, 799.17 feet to the beginning of a curve concave Northeasterly, having a radius of 260.00 feet, a central angle of 74°37'00", and a chord bearing S 24°11'00" E, an arc distance of 338.60 feet to the end of said curve and the beginning of a curve concave Northeasterly, having a radius of 1530.00 feet, a central angle of 147°01", and a chord bearing S 68°34'30" E, an arc distance 378.31 feet; thence S 05°42'40" E, 766.65 feet to a point on the South boundary of said Section 22; thence S 89°33'51" E, along the South boundary of said Section 22 a distance of 514.94 feet to the Point of Beginning.

Less and Except Fedhaven Circle as recorded in Official Record Book 2249, Page 1121.  
AND

Parcel Two: Commence at a Northeast corner of Section 27, Township 30 South, Range 29 East and run N 89° 33'51" W along the North boundary of said Section 27, a distance of 3493.31 feet for a Point of Beginning; thence continue N 89°33'51" W along the North boundary of said Section 27, a distance of 514.94 feet; thence S 05°42'40" E, 149.10 feet to a concrete marker; thence continue S 05°41'40" E, 50.00 feet, more or less, to the shore line of Lake We-oh-ya-kapka (Lake Walk-In-Water); thence Southeasterly along said shore line a distance of 500 feet, more or less, to the intersection of said shore line with a line bearing S 02°58'40" W from the Point of Beginning; thence N 02°58'40" E, 50.00 feet, more or less, to a concrete monument; thence continue N 02°58'40" E, 289.16 feet to a Point of Beginning.

NOTE: THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION AMEND AND RESTATE THE ARTICLES OF INCORPORATION OF LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC., A FLORIDA CORPORATION NOT-FOR-PROFIT FILED WITH THE SECRETARY OF STATE FOR THE STATE OF FLORIDA ON SEPTEMBER 28, 1999 UNDER DOCUMENT NO. N99000005768

EXHIBIT "A"

AMENDED AND RESTATED ARTICLES OF INCORPORATION  
LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC.  
A FLORIDA CORPORATION NOT-FOR-PROFIT

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In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporate, by these Articles of Incorporation of LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC. (hereinafter the "Articles"), this corporation not-for-profit for the purposes and with the powers set forth herein. The undersigned, for the above stated purposes, certify as follows:

ARTICLE I.  
DEFINITIONS

1. All terms which are defined in the Declaration of Covenants and Restrictions for Lakeshore Club (hereinafter the "Declaration") shall be used herein with the same meanings as defined in said Declaration.

2. "Association" as used herein shall mean LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns.

3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

4. "Developer" shall mean and refer to LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company, and its successors or assigns, if any such successor or assign acquires the undeveloped portion of Lakeshore Club from the Developer for the purpose of development and is designated in writing, as such, by LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company.

5. "Lakeshore Club" or "Property" or "Properties" shall mean and refer to all properties which may, from time to time, be subject to the covenants and restrictions contained within the Declaration.

6. "Lot" shall mean and refer to any lot or other parcel shown upon the recorded plat of Lakeshore Club in the Public Records of Polk County, Florida, on which a residential structure could be constructed, whether or not one has been constructed. The term "Lot" shall also mean and refer to any Lot designated as such by the Developer within any Supplement to the Declaration executed and recorded among the Public Records of Polk County, Florida.

7. "Member" shall mean and refer to those persons entitled to Membership as provided for in these Articles and the Declaration and "Membership" shall mean all of the Members.

8. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

9. "Total Lots" shall mean and refer to the total number of Lots: (i) shown upon the recorded plat of Lakeshore Club in the Public Records of Polk County, Florida; and (ii) designated as such by the Developer within any Supplement to the Declaration executed and recorded among the Public Records of Polk County, Florida.

**ARTICLE II.**  
**NAME AND INITIAL PRINCIPAL OFFICE**

The name of this Association shall be LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC.

The initial principal office of the Association is located at 307 South 21<sup>st</sup> Avenue, Hollywood, Florida 33020 or at such other location from time to time as the Board of Directors may deem advisable.

**ARTICLE III.**  
**PURPOSE**

The Association does not contemplate pecuniary gain or profit from the Members thereof, and the general nature, objects and purposes of the Association for which it is formed are as follows:

1. To promote the health, safety, and social welfare of the Owners of Property within Lakeshore Club.
2. To maintain and/or repair landscaping in the general or common areas, structures, and other improvements in Lakeshore Club for which the obligation to maintain and repair has been delegated to the Association.
3. To control the specifications, architecture, design, appearance, elevation and location of and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, screened enclosures, glass enclosures, antenna, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in Lakeshore Club, as well as any alteration, improvement, addition and/or change thereto, whether the same is owned by a Member or is considered to be a portion of the Common Area.
4. To provide for private security, and such other services, the responsibility for which has been or may be accepted by the Association, and the capital improvements and equipment related thereto.

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5. To provide, purchase, acquire, replace, improve, maintain and/or repair such buildings, structures, street lights and other structures, landscaping, paving and equipment, both real and personal, related to the health, safety and social welfare of the Members of the Association, as the Board of Directors in its discretion determines necessary, appropriate and/or convenient.

6. To operate without profit for the sole and exclusive benefit of the Association's Members. No portion of the Association's net earnings, if any, shall inure to the benefit of any Member of the Association or to any individual person, firm, or corporation.

7. To administer and enforce all of the terms and conditions of the Declaration recorded or to be recorded in the Public Records of Polk County affecting the real property therein described or which thereafter may be made subject to the Declaration.

8. To perform all of the functions contemplated for the Association and undertaken by the Board of Directors of the Association, in the Declaration.

**ARTICLE IV.  
POWERS**

The Association shall have the following powers reasonably necessary to implement the purposes of the Association including, but not limited to, the following:

A. To hold funds solely and exclusively for the benefit of its Members for the purposes set forth in these Articles of Incorporation.

B. To promulgate, adopt and enforce rules, regulations, By-Laws, and agreements to effectuate the purposes for which the Association has been organized.

C. To delegate power or powers where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby, to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association, or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles and not prohibited by the laws of the State of Florida now in existence or hereafter amended.

E. To operate and maintain the Common Areas which may include but is not limited to, surface water management systems.

F. To fix, collect and enforce assessments to be levied against the individual lots within Lakeshore Club to defray expenses and the cost of effectuating the objects and purposes of the Association, and to create reasonable reserves from time to time for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with management companies and other organizations for the collection of such assessments.

G. To sue and be sued.

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H. To charge recipients for services rendered by the Association and any user for any use of Association property when such is deemed appropriate by the Board of Directors of the Association.

I. To pay taxes, utility, maintenance, and other charges, if any, on or against the Common Areas and other properties which may be owned or accepted by the Association.

J. To borrow money.

K. To contract for the management of the Association and to delegate to the party with whom such contract has been entered the powers and duties of the Association except those which require specific approval of the Board of Directors or Members.

L. To make, establish and enforce By-Laws and reasonable rules and regulations governing the use of the Common Areas or any portions thereof, as well as the conduct of Members, their family, visitors, guests, and lessees, and to provide for the operation and formal administration of the Association.

M. To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association and to enforce all the terms and conditions as set forth in the Declaration, applicable to the Property and recorded or to be recorded in the Public Records of Polk County, Florida, and as the same may be amended from time to time as therein provided, said Declaration, and all defined terms therein, being incorporated herein as if set forth at length.

N. In general, to have all powers conferred upon a corporation by the laws of the State of Florida, not in conflict with the terms of these Articles and the Declaration, necessary to implement the purposes of the Association.

#### **ARTICLE V. MEMBERS**

1. The Developer and all owners of Lots shall be members of the Association.
2. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Lot.

#### **ARTICLE VI. VOTING AND ASSESSMENTS**

1. Subject to the restrictions and limitations hereinafter set forth, each Member shall be entitled to one (1) vote for each Lot in which such Member holds the interest required for membership. When one or more persons hold such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised only by the one Member who shall be designated in a written instrument, executed by or on behalf of all record owners of such interest, filed with the Secretary of the Association. In no event shall more than one (1) vote be cast with respect to any Lot. Except where otherwise required under the provisions of these Articles, the By-Laws, the Declaration or by law, the affirmative vote of the Owners of a majority of Lots represented at any meeting of the Members duly called and at which a quorum is present, shall be binding upon the Members.

2. Voting of the Members shall be in person or by proxy appointed by an instrument in writing subscribed by the Member designated to vote as provided in paragraph 1 above, or by written absentee ballot signed by a Member as duly designated to vote.

3. The Association shall have the right to suspend any Member's right to vote (other than the right of the Developer) for any period during which any assessment levied by the Association against such Member's Lot shall remain unpaid for more than ten (10) days after the due date for the payment thereof.

4. The Association shall obtain funds with which to operate by assessment of its Members in accordance with the provisions of these Articles, the By-Laws and the Declaration.

5. The By-Laws of the Association shall provide for annual meetings of Members, and may make provision for regular and special meetings of Members in addition to the annual meetings. The presence at any meeting of the Members of at least one third (1/3) of the Members, in person or by proxy or by written absentee ballot, shall constitute a quorum for the transaction of business.

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**ARTICLE VII.  
BOARD OF DIRECTORS**

1. The business affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of three (3) persons. They shall serve until fifteen percent (15%) of the Total Lots are conveyed to Members other than the Developer (the "Purchaser Members"), at which time one (1) member of the Initial Board shall be replaced by a Director elected by the Purchaser Members. The Purchaser Members shall be entitled to elect a majority of the Board of Directors of the Association three (3) months after ninety percent (90%) of the Total Lots have been conveyed to Purchaser Members. The Developer shall be entitled to elect at least one (1) Director as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Total Lots.

Following the time the Developer relinquishes control of the Board of Directors of the Association, the Developer may exercise the right to vote any developer-owned Lots, in the same manner as any other Member, except for the purpose of reacquiring control of the Board of Directors of the Association or for the purpose of selecting the majority of the members of the Board of Directors of the Association.

Elections shall be by plurality vote at a meeting at which a quorum of the Membership of the Association is voting in person or by proxy.

Until such time as the Purchaser Members shall be entitled to elect all of the Directors, the Developer shall have the absolute right, in its sole and absolute discretion and at any time, to remove any Director selected by the Developer and to replace the Director so discharged.

2. The Purchaser Members shall elect a majority of the Board of Directors, pursuant to the provisions hereof, at a special meeting of the Membership to be called by the Board for such purpose (the "Majority Election Meeting").

3. Subsequent to the Majority Election Meeting, the Directors shall be elected by the members of the Association at each annual meeting of members and the Directors shall hold office until the next annual meeting of members and until their successors are elected and shall qualify.

4. The names and addresses of the members of the Initial Board who shall hold office until their successors are elected or appointed and have qualified, are as follows:

HERBERT HIRSCH  
307 South 21<sup>st</sup> Avenue  
Hollywood, Florida 33020

HARVEY BIRDMAN  
307 South 21<sup>st</sup> Avenue  
Hollywood, Florida 33020

LOUIS BIRDMAN  
307 South 21<sup>st</sup> Avenue  
Hollywood, Florida 33020

If any of these original Directors shall resign, the remaining Directors shall elect a successor to fill the vacancy. If a Director elected by the Members shall for any reason cease to be a Director, the remaining Directors may elect a successor to fill the vacancy for the balance of the unexpired term.

A majority of the Directors in office shall constitute a quorum for the transaction of business. The By-Laws shall provide for meetings of Directors, including annual meetings.

**ARTICLE VIII.**  
**OFFICERS**

The Association shall have a President, a Vice-President, a Secretary and a Treasurer, and such other officers and assistant officers and agents as the Board of Directors may from time to time deem desirable consistent with the By-Laws of the Association, which officers shall be subject to the direction of the Board of Directors. The officers of the Association, in accordance with any applicable provisions of the By-Laws, shall be elected by the Board of Directors at the annual meeting of the Board of Directors, for terms of one (1) year and until qualified successors are duly elected and have taken office. The By-Laws may provide for the method of voting in the election, for the removal from office of officers, for filling vacancies, and for the duties of the officers. The President and all other officers may or may not be directors of the Association. If the office of President shall become vacant for any reason, or if the President shall be unable or unavailable to act, the Vice-President shall automatically succeed to office or perform its duties and exercise its powers. If any office other than that of the President shall become vacant for any reason, the Board of Directors may elect or appoint an individual to fill such vacancy. The same person may hold two offices, provided, however, that the offices of President and Vice-President shall not be held by the same person, nor shall the offices of President and Secretary be held by the same person. The names of the officers who are to serve as officers of the Association until the first annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

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HERBERT HIRSCH - President

HARVEY BIRDMAN - Vice-President/Treasurer

LOUIS BIRDMAN - Secretary

**ARTICLE IX.**  
**CORPORATE EXISTENCE**

The Corporation shall have perpetual existence.

**ARTICLE X.**  
**BY-LAWS**

The Board of Directors shall adopt By-Laws consistent with these Articles of Incorporation. Such By-Laws may be altered, amended or repealed by the Members in the manner set forth in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

**ARTICLE XI.**  
**AMENDMENT TO ARTICLES OF INCORPORATION**

1. Amendments to these Articles of Incorporation shall require the affirmative vote of a majority of the Board of Directors and the affirmative vote of the Members of the Association who have the right to vote a majority of all the votes of the entire membership; provided, however, that (1) no amendment shall make any change in the qualifications for membership nor the voting rights of the Members without the written approval or affirmative vote of all Members of the Association, (2) these Articles shall not be amended in any manner without the prior written consent of the Developer to such amendment, so long as the Developer is the Owner of any Lot and (3) these Articles shall not be amended in any manner which shall reduce, amend, affect, modify, or conflict with the terms, covenants, provisions, rights and obligations set forth in the Declaration.

2. The Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either at an annual meeting or at a special meeting. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members.

3. A copy of each amendment adopted shall be filed within ten (10) days of adoption with the Secretary of State, pursuant to the provisions of applicable Florida Statutes and the same shall be recorded among the Public Records of Polk County, Florida.

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**ARTICLE XII.  
INCORPORATORS**

The names and street addresses of the incorporators are as follows:

- HERBERT HIRSCH            307 South 21<sup>st</sup> Avenue  
   Hollywood, Florida 33020
- HARVEY BIRDMAN        307 South 21<sup>st</sup> Avenue  
   Hollywood, Florida 33020
- LOUIS BIRDMAN            307 South 21<sup>st</sup> Avenue  
   Hollywood, Florida 33020

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**ARTICLE XIII.  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

1. The Board of Directors of the Association shall have the power to indemnify current or former directors, officers, employees or agents of the Association and any persons serving, or who have served, at the request of the Association as a director, officer, employee or agent of another association, partnership, joint venture, trust or other enterprise to the full extent permitted by the laws of the State of Florida. The Association shall also have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or representative of the Association against any liability asserted against him in any such capacity.

2. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceedings:

A. Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability of penalty on such person for an act alleged to have been committed by such person in his capacity as Director or officer of the Association or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

B. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein

if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

3. The Board of Directors shall determine whether amounts for which a Director or officer seeks indemnification were properly incurred and whether such Director or officer acted in good faith and in a manner he reasonably believed to be in the best interest of the Association and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

4. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

**ARTICLE XIV.**  
**TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

1. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purposes. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

**ARTICLE XV.**  
**DISSOLUTION OF THE ASSOCIATION**

1. The Association may be dissolved upon a resolution to that effect being approved by not less than two thirds (2/3) of the members of the Board of Directors and being approved by not less than three quarters (3/4) of the Members of the Association.

2. Upon dissolution of the Association, other than incident to a merger or consolidation, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

A. Real property contributed to the Association by the Developer without the receipt by the Developer of other than nominal consideration shall be returned to the Developer or its successors or assigns, unless it refuses to accept the conveyance (in whole or in part).

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B. By dedication to any applicable municipal or other governmental authority of any property determined by the Board of Directors of the Association to be appropriate for such dedication and which the applicable authority is willing to accept and shall be used for purposes similar to those for which the Association was formed. If same is not accepted, then to a similar non-profit corporation.

C. Remaining assets, if any, shall be distributed among the Members, subject to the limitations set forth above or in these Articles, as tenants in common, each Member's share of the assets to be determined in accordance with such Member's voting rights.

**ARTICLE XVI.  
REGISTERED AGENT**

HARVEY BIRDMAN, 307 South 21<sup>st</sup> Avenue, Hollywood, Florida 33020, is hereby named Registered Agent for the Association to be its agent and to accept service of process within the State of Florida.

IN WITNESS WHEREOF, the undersigned incorporators have caused these Articles to be executed this \_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
HERBERT HIRSCH

\_\_\_\_\_  
HARVEY BIRDMAN

\_\_\_\_\_  
LOUIS BIRDMAN

STATE OF FLORIDA     )  
                                  ) SS:  
COUNTY OF BROWARD )

The foregoing Articles of Incorporation were acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2000, by HERBERT HIRSCH, HARVEY BIRDMAN and LOUIS BIRDMAN, who are personally known to me and who did not take an oath.

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_

**ACCEPTANCE OF REGISTERED AGENT**

I hereby accept the designation of Registered Agent as set forth in these Articles of Incorporation.

\_\_\_\_\_  
HARVEY BIRDMAN

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EXHIBIT "C"

BY-LAWS OF  
LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC.,  
A FLORIDA CORPORATION NOT-FOR-PROFIT

ARTICLE I.  
DEFINITIONS

1. All terms used herein which are defined in the Declaration of Covenants and Restrictions for Lakeshore Club (the "Declaration") shall be used herein with the same meaning as defined in said Declaration.

2. "Association" shall mean and refer to LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

3. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

4. "Developer" shall mean and refer to LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company, and its successors or assigns, if any such successor or assign acquires the undeveloped portion of Lakeshore Club from the Developer for the purpose of development and is designated in writing, as such, by LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company.

5. "Lakeshore Club" or "Property" or "Properties" shall mean and refer to all properties which may, from time to time, be subject to the covenants and restrictions contained within the Declaration.

6. "Lot" shall mean and refer to any lot or other parcel shown upon the recorded plat of Lakeshore Club in the Public Records of Polk County, Florida, on which a residential structure could be constructed, whether or not one has been constructed. The term "Lot" shall also mean and refer to any Lot designated as such by the Developer within any Supplement to the Declaration executed and recorded among the Public Records of Polk County, Florida.

7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

8. "Member" shall mean and refer to those persons entitled to Membership as provided for in the Articles of Incorporation and the Declaration and "Membership" shall mean all of the Members.

ARTICLE II.  
LOCATION OF PRINCIPAL OFFICE

The principal office of the Association shall be located at 307 South 21<sup>st</sup> Avenue, Hollywood, Florida 33020 or such other place from time to time as the Board of Directors may deem advisable.

**ARTICLE III.**  
**VOTING RIGHTS AND ASSESSMENTS**

1. Membership: Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to the Declaration shall be a Member of the Association, provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a Member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

2. Suspension of Voting Rights: Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the suspension of voting privileges during any period of such non-payment. Upon payment of such assessments and installments, voting privileges shall be automatically restored. Non-compliance with the Declaration and with the Rules and Regulations promulgated and adopted by the Board of Directors regarding the use of the Property subject to the Declaration and the conduct of Members, their families, guests, invitees, and tenants shall result in suspension of voting privileges during any period of such non-compliance.

3. Quorum: The presence at any meeting of the Membership of at least one third (1/3) of the Membership shall constitute a quorum, whether their presence is in person, by proxy, or by written absentee ballot, to transact business at any meeting of the Membership, and the action of the majority present at a meeting wherein a quorum is present shall constitute the action of the Membership, unless otherwise provided in these By-Laws, the Articles of Incorporation, or the Declaration.

**ARTICLE IV.**  
**BOARD OF DIRECTORS**

1. Election: The Directors of the Association shall be elected at each Annual Meeting of the Membership in the manner specified in the Articles of Incorporation.

2. Nominations: The Developer shall, within forty-five (45) days of the date set for the Annual Meeting of the Membership, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within forty (40) days of such annual meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by two (2) Class A Members. Such petitions shall be delivered to the Secretary within forty (40) days of the date set for the Annual Meeting. Additional nominations from the floor at the Annual Meeting shall be accepted. All elections to the Board of Directors shall be made on written ballots which shall (a) describe the vacancies to be filled by Class A Members, and (b) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board of Directors by the Developer. The Secretary shall prepare and mail or hand deliver ballots to the Members, along with a notice of the Annual Meeting at least ten (10) days, but not more than thirty (30) days, in advance of the date set for the Annual Meeting.

3. Voting: Upon receipt of such ballots, the Members may, in respect to each vacancy, cast as many votes for the persons nominated as they are entitled to exercise under the provisions of the Articles of Incorporation and these By-Laws. Voting shall be in person, written absentee ballot, or by proxy appointed by an instrument in writing subscribed by the Member designated to vote. The completed ballots shall be returned to the Secretary at the address of the Association, or at such other address as may be designated upon each ballot. Upon receipt of each ballot, the Secretary shall immediately place it in a secure place until the date of the Annual Meeting of the Membership. At the Annual Meeting, the ballots, including those cast in absentia, shall be turned over to an election committee which shall consist of three (3) Members appointed by the Board of Directors or be counted by the Secretary if the Board has not appointed an election committee.

4. Commencement of Term: The Members of the Board of Directors elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the Annual Meeting of the Membership.

5. Quorum: A majority of the Board of Directors in office shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board of Directors, unless otherwise provided in these By-Laws, the Articles of Incorporation or the Declaration.

6. Removal: Any Director may be removed from office at any time with or without cause by a majority vote of the Association's Membership, except that the Directors elected or designated by the Class B Member may be removed only by the Class B Member.

7. Organizational Meeting: The first meeting of a newly elected Board of Directors, for the purpose of organization and election of officers, shall be held immediately after the Annual Meeting of the Membership, provided a majority of the Members of the Board of Directors elected are present. Any action taken at such meeting shall be by affirmative vote of a majority of the entire Board of Directors. If a majority of the Members of the Board of Directors elected shall not be present at that time, or if the Directors shall fail to elect officers, the meeting of the Board of Directors to elect officers shall then be held within thirty (30) days after the Annual Meeting of the Membership upon at least three (3) days' notice in writing to each Member of the Board of Directors elected, stating the time, place, and object of such meeting.

8. Regular Meetings: Regular meetings of the Board of Directors may be held at any place or places on such days and at such hours as the Board of Directors may, by resolution, designate. No notice shall be required to be given of any regular meeting of the Board of Directors.

9. Special Meetings: Special meetings of the Board of Directors may be called at any time by the President or by any two (2) Members of the Board. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by or on behalf of the Secretary, the President, or the Vice-President, or by or on behalf of any two (2) Members of the Board to each Member of the Board not less than three (3) days prior to the special meeting by mail or one (1) day prior to the special meeting by telephone or telegram. Special meetings of the Board may also be held at any place and time without notice by unanimous waiver of notice by all the Directors. The Board of Directors may act by unanimous written consent in lieu of a meeting.

10. Waiver and Consent: The transaction of any business at any meeting of the Board of Directors however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and shall be made part of the minutes of the meeting.

11. Minutes: Minutes of all meetings of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members at all reasonable times. The Association shall retain the minutes of the meetings for a period of not less than seven (7) years.

#### **ARTICLE V. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are noted by the Declaration, by the Articles of Incorporation and/or by these By-Laws directed to be done and exercised exclusively by the Members. In addition to the duties imposed by these By-Laws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, by way of explanation, but not limitation:

A. Prepare and adopt an annual budget in which there shall be established the contribution of each Member to the common expenses;

B. Establish, levy and assess, and collect the assessments necessary to operate the Association and to carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board of Directors;

C. Provide for the operation, care, upkeep and maintenance of all areas which are the maintenance responsibility of the Association;

D. Call meetings of the Members;

E. Appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained within these By-Laws shall be construed to prohibit the employment of any Member, Officer, or Director of the Association in any capacity whatsoever;

F. Designate, hire, and dismiss the personnel necessary for the operation of the Association and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties;

G. Collect the assessments, deposit the proceeds thereof in a bank depository which it shall approve, and use the proceeds to administer the Association;

H. Open bank accounts on behalf of the Association and designate the signatories required;

I. Enforce by legal means (including, but not limited to, the imposition of fines) the provisions of the Declaration, these By-Laws, and the rules and regulations adopted by it, and bring any proceedings which may be instituted on behalf of the Association;

J. Obtain and carry insurance against casualties and liabilities, as well as directors' and officers' liability insurance and fidelity bond coverage, all as provided in the Declaration, and pay the premium cost thereof;

K. Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members, their families, and their guests thereon, and the supervision of such use;

L. Authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations;

M. Exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or in the Articles of Incorporation of the Association.

2. It shall be the duty of the Board of Directors:

A. To cause to be kept a complete record of all of its acts and corporate affairs.

B. To supervise all Officers, agents and employees of this Association and see that their duties are properly performed.

C. With reference to assessments of the Association:

(1) To fix the amount of the assessment against each Member for each assessment period at least thirty (30) days in advance of such date or period;

(2) To prepare a roster of the Members and assessments applicable thereto which shall be kept in the office of the Association and which shall be open to inspection by any Member;

(3) To send written notice of each assessment to every Member subject thereto not later than fifteen (15) days after fixing the date of commencement thereof; and

(4) To issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be prima facie evidence of any assessment therein stated to have been paid.

D. With reference to fines levied by the Board, the Board shall not impose a fine (a late charge shall not constitute a fine) unless and until the following procedure is followed:



(1) Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (a) the alleged violation;
- (b) the action required to abate the violation; and
- (c) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or a statement that any further violation of the same rule may result in the imposition of a fine, if the violation is not continuing. The Board or its designee may demand immediate abatement in such circumstances which, in the Board's determination, pose a danger to safety or property.

(2) If the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board may, upon notice, impose a fine. The notice shall state:

- (a) the alleged violation;
- (b) that the alleged violator may, within ten (10) days from the date of the notice, request a hearing regarding the fine;
- (c) that any statements, evidence and witnesses may be produced by the alleged violator at the hearing; and
- (d) that all rights to have the fine reconsidered shall be waived if a hearing is not requested within ten (10) days of the date of the notice.

(3) If a hearing is requested, it shall be held before the Board in executive session, and the Member shall be given a reasonable opportunity to be heard. The minutes of the meeting shall contain a written statement of the results of the hearing.

(4) In the event the Board shall impose a fine against the Member, the amount of the fine shall be determined based upon the nature of the violation and shall be imposed on a non-discriminatory basis. Fines shall be treated as an assessment otherwise due to the Association, shall be paid no later than thirty (30) days after notice of the imposition or assessment thereof, and shall be collected pursuant to provisions of Article V of the Declaration. The imposition of fines pursuant hereto shall not be construed to be an exclusive right or remedy; and the right to impose such fines shall exist in addition to all other rights and remedies to which the Association may otherwise legally be entitled.

## **ARTICLE VI.**

### **OFFICERS**

1. The officers of the Association shall consist of a President, a Vice-President, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors at the annual meeting of the Board of Directors, which shall be held immediately following the Annual Meeting of the Membership. Such other officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two or more offices may be held

by the same person; provided, however, that neither the offices of President and Vice-President, nor the offices of President and Secretary shall be held by the same person. Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified.

2. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice-President, who shall generally assist the President and who shall have such other powers and perform such other duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice-President shall perform the duties and exercise the powers of the President.

3. The Secretary shall issue notices of meetings of the Membership of the Association and the Directors in accordance with law and these By-Laws. The Secretary shall keep the minutes of the meetings of the Membership and of the Board of Directors. The Secretary shall keep the records of the Association. The Secretary shall record in the book kept for that purpose all of the names of the Members of the Association, together with their addresses as registered by such Member. If the Board of Directors elects or appoints one or more assistant secretaries, such assistant secretaries shall, in the absence or disability of the Secretary, perform the duties of the Secretary in such order as shall be determined by the Board of Directors.

4. The Treasurer shall have the care and custody of all of the funds and securities of the Association. The Treasurer shall enter on the books of the Association, to be kept by the Treasurer for that purpose, full and accurate accounts of all funds received by the Treasurer and paid by the Treasurer on account of the Association. The Treasurer shall sign such instruments as require his signature and shall perform all such duties as usually pertain to such office or as are properly required of the Treasurer by the Board of Directors. The Treasurer shall cause an annual internal audit of the Association's books and records to be made at the close of each fiscal year and shall prepare annual balance sheet and income statements. In the event the Association enters into a management agreement, the duties and functions of the Treasurer may be delegated to the managing agent to the extent such delegation is determined to be appropriate by the Board of Directors.

5. Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting of the Board of Directors.

6. No officer of the Association shall receive compensation for serving as an officer of the Association, but each officer of the Association may receive reimbursement for out-of-pocket expenses incurred by the officer in the performance of his or her duties on behalf of the Association.

**ARTICLE VII.**  
**MEETINGS OF MEMBERS**

1. Annual Meetings: Subject to the provisions contained within Article VII of the Articles of Incorporation, each Annual Meeting of the Membership shall be held on the second Tuesday of the month of December in each year at such time and place as shall be determined by the Board of Directors, except that the Board of Directors shall have the right to change the date of the Annual Meeting. The purpose of the Annual Meeting of Members shall be to hear reports of the Officers, elect members of the Board of Directors, and to conduct any other business authorized to be transacted by the Members.

2. Special Meetings: Special meetings of the Members for any purpose may be called at any time by the President or the Vice-President. In addition, a special meeting of the Members shall be called as directed by resolution of the Board of Directors or upon the written request of the Members who have the right to vote one-third (1/3) of the votes of the Class A Membership, except that a special meeting of the Members to recall or remove a Member of the Board of Directors (other than a Director elected or designated by the Class B Member) shall be called either as directed by resolution of the Board of Directors or upon the written request of the Members who have the right to vote one-fourth (1/4) of all of the votes of the entire Membership.

3. Notice of Meetings: Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to his address appearing on the records of the Association. Each Member shall register his address with the Secretary, and notice of meetings shall be mailed or hand delivered to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least ten (10) days but not more than thirty (30) days in advance of the meeting and shall set forth the general nature of the business to be transacted. Proof of notice of a meeting shall be given by affidavit of the person giving the notice. The notice shall state the time and place of such meeting and the purpose for which the meeting is called.

4. Waiver of Notice: Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member, whether in person or by proxy, shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order.

5. Quorum: The presence of at least one third (1/3) of the Members at any meeting of the Membership shall constitute a quorum for any action governed by these By-Laws. If a quorum is present, the vote of a majority of the Members who are present or represented at the meeting and entitled to vote on the subject matter, shall be the act of the Membership. However, if the subject matter is one which by express provision of the Articles of Incorporation or the Declaration requires a vote other than such majority vote, then such express provision shall govern and control the required vote on the decision of such subject matter. Absentee ballots received by the Secretary by the time of the meeting and Members present in person or by a duly authorized proxy shall be utilized in determining a quorum.

6. Adjournment: If at any meeting of the Membership there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a

quorum is present. Any business which might have been transacted at a meeting when originally called may be transacted at any adjournment thereof. In the case of the adjournment of a meeting, no notice to the Members of such adjournment shall be required other than announcement at the meeting of the time and place of the adjourned meeting.

7. Proxies: Voting rights of Members shall be as stated in the Articles of Incorporation. Such votes may be cast in person, by proxy or by absentee ballot. A "Proxy" is defined to mean an instrument containing the appointment of a person by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournment thereof if so stated. A proxy must be filed with the Secretary before the appointed time of the meeting or at the particular meeting in order to be effective. Any proxy may be revoked prior to the time a vote is cast pursuant to such proxy.

8. Order of Business: The order of business at all annual meetings shall be as follows:

- A. Election of Chairman of Meeting;
- B. Roll Call;
- C. Proof of Notice of Meeting;
- D. Adoption of Minutes of Previous Meeting;
- E. Reports of Officers;
- F. Reports of Committees;
- G. Election of Directors;
- H. Unfinished Business;
- I. New Business; and
- J. Adjournment.

The order of business at all special meetings shall be as determined by the President of the Association.

9. Rules of Order: Except as may be otherwise provided herein, Roberts Rules of Order (latest edition) shall govern the conduct of all meetings of the Members of the Association when not in conflict with the Declaration, the Articles of Incorporation, these By-Laws, or the Statutes of the State of Florida.

10. Minutes of Meetings: Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members at all reasonable times. The Association shall retain the minutes of the meetings for a period of not less than seven (7) years.

**ARTICLE VIII.  
COMMITTEES**

1. The Standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The Architectural Review Board (the "ARB")

Each committee, other than the ARB, shall consist of a chairperson and two (2) or more Members and shall include a Member of the Board of Directors. The committees (except the ARB) shall be appointed by the Board of Directors within thirty (30) days after each annual meeting of the Board of Directors, to serve until succeeding committee members have been appointed. The Board of Directors may appoint such other committees as it deems advisable.

2. The Nominating Committee shall have the duties and functions described in these By-Laws.

3. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the property within Lakeshore Club, and shall perform or seek the performance of such other functions as the Board in its discretion determines.

4. The Architectural Review Board shall have the duties and functions described in the Declaration.

**ARTICLE IX.  
BOOKS AND RECORDS**

The books and records of the Association shall, during reasonable business hours, be available at the office of the Association for the inspection of any Member of the Association upon at least seven (7) days' prior written request given by such Member to the Association.

**ARTICLE X.  
CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: "LAKESHORE CLUB HOMEOWNERS ASSOCIATION, INC.", a Florida corporation not-for-profit.

**ARTICLE XI.  
FISCAL MATTERS**

1. Fiscal Year: The fiscal year of the Association shall begin on the first day of January and shall end on the last day of December, provided, that the Board of Directors shall be authorized to change the fiscal year at such time and from time to time as the Board of Directors shall deem it advisable.

2. Depositories: The funds of the Association shall be deposited in one or more savings and loan associations or banks in the State of Florida, under resolutions duly approved by the Board of Directors, and shall be withdrawn only over the signature(s) of the officer(s) authorized to withdraw funds by such resolutions.

3. Reports: The Board of Directors shall present, at each annual meeting, a full and clear statement of the business and condition of the Association.

**ARTICLE XII.  
AMENDMENTS; CONFLICT**

1. Subject to the provisions contained within paragraph 2 hereof, these By-Laws may be amended at any regular or special meeting of the Members, by the affirmative vote of four-fifths (4/5) of the entire Membership present in person or by proxy, or by written absentee ballot. The notice of such meeting shall expressly state that such amendment will be considered at the meeting.

2. Notwithstanding anything to the contrary contained herein, no amendment to these By-Laws shall be made or shall be effective without the written consent of the Developer noted upon such amendment, for so long as the Developer is the owner of any Lot.

3. A copy of these By-Laws and of any subsequent amendment thereof shall be recorded among the Public Records of Polk County, Florida.

4. In the event of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration and these By-Laws, the Declaration shall govern and control.

**IN WITNESS WHEREOF**, We, being all of the Directors of the LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation, not-for-profit, have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



2. The first three sentences, contained within Paragraph 1 of Article IV of the Declaration, are hereby amended to read as follows:

The Developer may retain the legal title to all or a portion of the Common Areas so long as it holds fee simple title to at least one (1) Lot within the Properties; provided, however, that the Developer may continue to retain legal title to the portion of the Common Areas described as follows (the "Retained Area"):

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 30 SOUTH, RANGE 29 EAST, POLK COUNTY, FLORIDA AND RUN THENCE N89°33'51" W, ALONG THE SOUTH BOUNDARY OF SAID SECTION, A DISTANCE OF 3493.31 FEET; RUN THENCE N02°58'40" E 740.76 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF FEDHAVEN CIRCLE; RUN THENCE N80°27'42" W 994.73 FEET; RUN THENCE N24°11'00" W 315.17 FEET; RUN THENCE N21°08'03" E 430.0 FEET TO THE POINT OF BEGINNING; RUN THENCE N13°07'30" E, ALONG THE RIGHT-OF-WAY LINE OF FEDHAVEN CIRCLE 370.00 FEET; RUN THENCE S76°52'30" E, 500.00 FEET; RUN THENCE S13°07'30" W 370.00 FEET; RUN THENCE N76°52'30" W 500.00 FEET TO THE POINT OF BEGINNING,

without being required to divest itself of legal title to the Retained Area at such time as the Developer no longer holds fee simple title to at least one (1) Lot within the Properties. The Developer shall have the right, in its sole discretion, to convey all or a portion of the Common Areas (including, but not limited to, the Retained Area) to the Association from time to time. In addition, within ninety (90) days from the date of conveyance by the Developer of the last Lot which it owns in the Properties, the Developer, or its successors and

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SEMINOLE CO., FL



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3833 0258  
SEMIHOLE CO., FL

assigns, shall convey and transfer to the Association any portion of the Common Areas not previously conveyed to the Association; provided, however, that the Developer shall not be obligated to convey any portion of the Retained Area to the Association even if the Developer no longer holds fee simple title to at least one (1) Lot within the Properties.

3. Subparagraph E, contained within Paragraph 2 of Article IV of the Declaration is hereby amended to read as follows:

E. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas (other than the Retained Area) and all facilities any time situated thereon.

4. Article VI, contained within the Declaration, is hereby deleted in its entirety.

5. The second sentence, contained within Paragraph 1 of Article VIII of the Declaration, is hereby deleted in its entirety.

6. The second and third Paragraphs, contained within Article X of the Declaration, are hereby deleted in their entirety.

7. Exhibit "B" attached to the Declaration (same being the Articles of Incorporation of Lakeshore Club of Polk County Homeowners Association, Inc., a Florida corporation not-for-profit) is hereby deleted in its entirety. Exhibit "A" attached to this Amendment is substituted in place and lieu thereof.

8. Paragraph 2, contained within Article IV of the By-Laws, is hereby amended to read as follows:

2. Nominations: The Developer shall, within forty-five (45) days of the date set for the Annual Meeting of the Membership, notify the Secretary and the Nominating Committee of the names of the Directors the Developer is appointing to the Board of Directors. Within forty (40) days of such annual meeting date, the Nominating Committee shall notify the Secretary of the names of the candidates

nominated for election to the Board of Directors. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine. Additional nominations from the floor at the Annual Meeting shall be accepted. All elections to the Board of Directors shall be made on written ballots which shall set forth the names of those nominated for each vacancy by the Nominating Committee and the names of those appointed to the Board of Directors by the Developer. The Secretary shall prepare and mail or hand deliver ballots to the Members, along with a notice of the Annual Meeting at least ten (10) days, but not more than thirty (30) days, in advance of the date set for the Annual Meeting.

9. Paragraph 6, contained within Article IV of the By-Laws, is hereby amended to read as follows:

6. Removal: Any Director may be removed from office at any time with or without cause by a majority vote of the Association's Membership, except that the Directors elected or designated by the Developer may be removed only by the Developer.

10. Paragraph 2, contained within Article VII of the By-Laws, is hereby amended to read as follows:

2. Special Meetings: Special Meetings of the Members for any purpose may be called at any time by the President or by the Vice-President. In addition, a special meeting of the Members shall be called as directed by resolution of the Board of Directors or upon the written request of the Members who have the right to vote one-third (1/3) of the votes of the Membership, except that a Special Meeting of the Members to recall or remove a Member of the Board of Directors shall be called either as directed by resolution of the Board of Directors or upon the written request of Members who have the right to vote one-fourth (1/4) of all of the votes of the entire Membership.

11. Except as the Declaration is amended as provided for herein, each and every one of the terms and provisions of the Declaration shall remain unmodified and shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Covenants and Restrictions for Lakeshore Club as of the date first set forth hereinabove.

LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company

BOOK 3833 PAGE 0260 SEMINOLE CO., FL

*[Handwritten Signature]*

Print Name: Cay A. Klein

By: *[Handwritten Signature]*  
HARVEY BIRDMAN, Managing Member

Address: 307 South 21<sup>st</sup> Avenue  
Hollywood, Florida 33020

*[Handwritten Signature]*

Print Name: Ivette Marrero

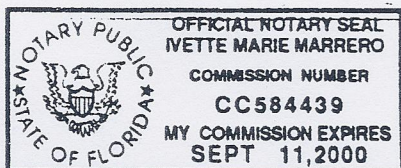
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The execution of the foregoing Amendment to Declaration of Covenants and Restrictions for Lakeshore Club was acknowledged before me this 29<sup>th</sup> day of March, 2000 by HARVEY BIRDMAN, as Managing Member of LAKESHORE CLUB DEVELOPMENT, L.C., a Florida limited liability company, who is personally known to me and who did not take an oath.

My Commission Expires:

*[Handwritten Signature]*  
Notary Public, State of Florida

Print Name: \_\_\_\_\_



**R-** JACK UMHOLTS  
PO BOX 8317  
LAKESHORE, FL 33854

RECORD AND RETURN TO:

Name: LEOPOLD, KORN & LEOPOLD, P.A.  
Address: 20801 Biscayne Blvd., #501  
Aventura, FL 33180

THIS INSTRUMENT PREPARED BY:

Name: GARY A. KORN,, Esquire  
LEOPOLD, KORN & LEOPOLD, P.A.  
Address: 20801 Biscayne Blvd., #501  
Aventura, FL 33180

INSTR # 2001016559

OR BK 04618 PG 1310

RECORDED 01/29/2001 03:58 PM  
RICHARD M. LEISS CLERK OF COURT  
POLK COUNTY  
DEPUTY CLERK D Huron

[Space above line reserved for recording office use]

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS AND RESTRICTIONS FOR LAKESHORE CLUB**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKESHORE CLUB (the "Amendment") is made and executed this 25<sup>th</sup> day of January, 2001 by LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit (the "Association") and by LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company (the "Developer").

**WITNESSETH:**

WHEREAS, the Developer executed the Declaration of Covenants and Restrictions for Lakeshore Club dated September 17, 1999 (the "Declaration"), which Declaration was filed for record on September 27, 1999 in Official Records Book 4322, at Page 298, of the Public Records of Polk County, Florida; and

WHEREAS, the Developer executed an Amendment to Declaration of Covenants and Restrictions for Lakeshore Club dated March 29, 2000 (the "Amendment"), which Amendment was filed for record on May 2, 2000 in Official Records Book 4448, at Page 899, of the Public Records of Polk County, Florida; and

WHEREAS, in accordance with the provisions contained within Article XIII of the Declaration, the Association and the Developer have elected to further amend the Declaration in the manner hereinafter set forth;

NOW, THEREFORE, the Association and the Developer hereby further amend the Declaration as follows:

1. The Developer, without the necessity for the joinder by any other person or entity whatsoever (including, but not limited to, the Association, any Owner or any holder of a mortgage) shall have the right, by the execution and recordation of a Supplement to this Declaration, to cause portions of the Properties to be withdrawn from the scope and jurisdiction of the Declaration. Upon the execution and recordation of a Supplement among the Public Records of Polk County, Florida by the Developer, the parcel(s) of real property identified within the Supplement as being withdrawn from the scope and jurisdiction of the Declaration, shall be deemed to have been withdrawn from the scope and jurisdiction of the Declaration.

2. Notwithstanding anything which may be contained within the Declaration to the contrary, it is expressly understood and agreed that the Developer, at its sole option, shall have the right to construct additional improvements within the Properties and, unless such improvements are constructed upon parcels

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

of real property withdrawn by the Developer from the scope and jurisdiction of the Declaration in accordance with the provisions contained within Paragraph 1 of this Amendment, such improvements shall be deemed to be subject to the Covenants and Restrictions established by the Declaration. The Association and each Owner shall cooperate, wherever reasonably possible, in the event the Developer elects to construct any additional improvements within the Properties.

3. The Developer reserves the right, at its option, to provide an office of approximately 150 square feet, for utilization by the Association, within the Town Center portion of the Common Areas. In the event such office is provided by the Developer, the Developer shall have the right to relocate such office to other portions of the Common Areas.

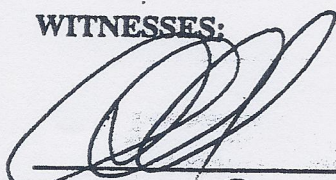
4. No lease of a Residence shall be effective until the proposed lease agreement is submitted by the Owner to the Association and the Association approves the lease agreement submitted to it. The Association shall charge a screening fee of \$50.00 for such approval and the Association shall have the right to establish such rules and regulations pertaining to the leasing of Residences as the Association may reasonably promulgate.

5. Article VII contained within the Articles of Incorporation of the Association is hereby amended to provide that the first Board of Directors shall have up to five (5) members.

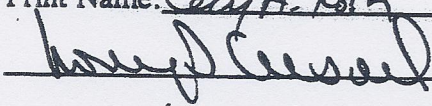
6. Except as the Declaration is amended as provided for herein and except as the Declaration has previously been amended by the Amendment, each and every one of the terms and provisions of the Declaration shall remain unmodified and shall continue in full force and effect.

IN WITNESS WHEREOF, the Association and the Developer have executed this Second Amendment to Declaration of Covenants and Restrictions for Lakeshore Club as of the date first set forth hereinabove.

WITNESSES:

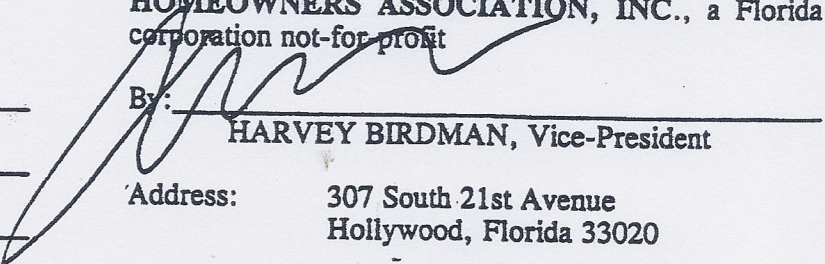
  
\_\_\_\_\_

Print Name: Cary A. Korn

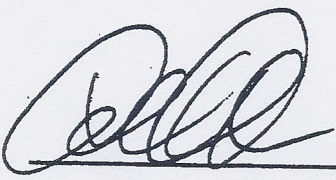
  
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Print Name: LORA A WSACK

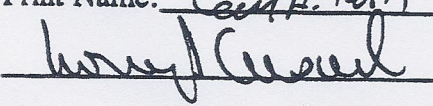
LAKESHORE CLUB OF POLK COUNTY  
HOMEOWNERS ASSOCIATION, INC., a Florida  
corporation not-for-profit

By:   
\_\_\_\_\_ HARVEY BIRDMAN, Vice-President

Address: 307 South 21st Avenue  
Hollywood, Florida 33020

  
\_\_\_\_\_

Print Name: Cary A. Korn

  
\_\_\_\_\_

Print Name: LORA A WSACK

LAKESHORE CLUB DEVELOPMENT L.C., a  
Florida limited liability company

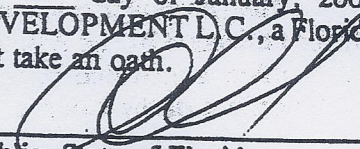
By:   
\_\_\_\_\_ HARVEY BIRDMAN, Managing Member

Address: 307 South 21st Avenue  
Hollywood, Florida 33020

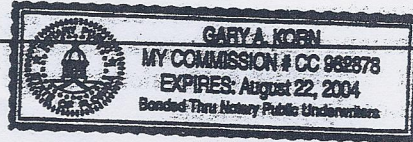
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The execution of the foregoing Second Amendment to Declaration of Covenants and Restrictions for Lakeshore Club was acknowledged before me this 25<sup>th</sup> day of January, 2001 by HARVEY BIRDMAN, as Vice-President of LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company, who is personally known to me and who did not take an oath.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public, State of Florida

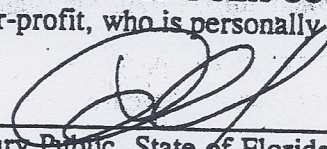
Print Name: \_\_\_\_\_



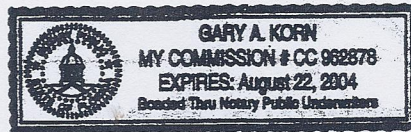
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The execution of the foregoing Second Amendment to Declaration of Covenants and Restrictions for Lakeshore Club was acknowledged before me this 25<sup>th</sup> day of January, 2001 by HARVEY BIRDMAN, as Managing Member of LAKESHORE CLUB OF POLK COUNTY HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, who is personally known to me and who did not take an oath.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_



STATE OF FLORIDA, COUNTY OF POLK  
This is to certify that the foregoing is a true and correct copy of the document now of record in this office. Witness my hand and Official Seal on 1-29-01  
RICHARD M. WEISS, CLERK CIRCUIT COURT  
By: Dami Huron, D.C.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

RECORD AND RETURN TO:

Name: **RE** LEOPOLD, KORN & LEOPOLD, P.A.  
Address: 20801 Biscayne Blvd., #501  
Aventura, FL 33180

THIS INSTRUMENT PREPARED BY:

Name: GARY A. KORN, Esquire  
LEOPOLD, KORN & LEOPOLD, P.A.  
Address: 20801 Biscayne Blvd., #501  
Aventura, FL 33180

INSTR # 2002211486

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RECORDED 11/21/2002 02:50:27 PM  
RICHARD H. WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 132.00  
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**AMENDMENT TO DECLARATION OF COVENANTS  
AND RESTRICTIONS FOR LAKESHORE CLUB**

**THIS AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKESHORE CLUB** (the "Amendment") is made and executed this 8th day of August, 2002 by LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Developer executed the Declaration of Covenants and Restrictions for Lakeshore Club dated September 17, 1999 (the "Declaration"), which Declaration was filed for record on September 29, 1999 in Official Records Book 4322, at Page 298, of the Public Records of Polk County, Florida; and

**WHEREAS**, the Declaration was amended and modified by Amendment to Declaration of Covenants and Restrictions for Lakeshore Club dated March 29, 2000 (the "First Amendment") executed by the Developer, which First Amendment was filed for record on May 2, 2000 in Official Records Book 4448, at Page 899, of the Public Records of Polk County, Florida; and

**WHEREAS**, Article XIII, Paragraph 4, contained within the Declaration, provides that the Developer may amend or modify the Declaration, without the consent of the Owners, provided the Developer owns at least one (1) Lot which is subject to the terms and provisions of the Declaration; and

**WHEREAS**, the Developer wishes to further amend the Declaration in the manner hereinafter set forth;

**NOW, THEREFORE**, the Developer hereby further amends the Declaration as follows:

1. The definition of the term "Common Area" or "Common Areas" (as said terms are defined within Article I of the Declaration) is hereby amended to be as follows:

"Common Area" or "Common Areas" shall mean and refer to the parcel of real property legally described within Exhibit "A" attached to this Amendment and shall include, without limitation, any private roads, drainage areas, buffer areas, easements for roads, rights-of-ways, walkways, parking areas, utility easements, medians and paths, and all improvements now or hereafter constructed thereon including, without limitation, buildings, streets, lighting systems, all utility rights-of-way, entrance features, irrigation systems, signage, structures, ponds and landscaping thereon, all of which are to be maintained by the Association. The Developer may, in its sole discretion, transfer and assign legal ownership of the Common Area to the Association, subject to the use rights granted herein to the Owners, which use rights shall not be construed to create in any Owner a legal interest in and to such Common Area. In addition, the Developer may, in its sole discretion, grant easements of ingress, egress, access and use in and to the Common Area and in and to all buildings, structures and recreational facilities constructed thereon from time to time, for the benefit of other properties not within the Properties (and for the benefit of the Owners and occupants thereof), upon such terms and provisions as the Developer shall solely determine.

2. The definition of the term "Lot" (as said term is defined within Article I of the Declaration, within Article I of the Articles of Incorporation of Lakeshore Club of Polk County Homeowners Association, Inc., a Florida corporation not-for-profit [the "Association"] and within Article I of the By-Laws of the Association) is hereby amended to be as follows:

"Lot" shall mean and refer to any lot or other parcel within the Properties on which a residential structure has received a certificate of occupancy issued by the applicable building department. The term "Lot" shall include the Residence constructed thereon. The term "Lot" shall also mean and refer to any Lot designated as such by the Developer within any Supplement to this Declaration executed and recorded by the Developer pursuant to the provisions contained within Article II of the Declaration.

3. Paragraph 3, contained within Article V of the Declaration, is hereby amended to read as follows:

3. Uniform Rate of Assessment. All regular and special assessments shall be at a uniform rate for each Lot contained within the Properties. For example, as of the date of the recordation of this Declaration, there are five hundred (500) Lots contained within the Properties. Therefore, each Lot contained within the Properties shall be responsible for the payment of 1/500th of all regular and special



assessments which may be levied by the Association. In the event the number of Lots contained within the Properties increases or decreases, then each Lot contained within the Properties shall be responsible for the payment of a proportionate share of the regular and special assessments levied by the Association in an amount equal to the amount of the assessment levied by the Association divided by the total number of Lots contained within the Properties. For example, if, by reason of the recordation of a Supplement to this Declaration, there shall be seven hundred (700) Lots contained within the Properties, then each Lot contained within the Properties shall be responsible for the payment of 1/700th of all regular and special assessments which may be levied by the Association. Notwithstanding the foregoing, in the event the Board of Directors of the Association reasonably determines in good faith that the cause of a special assessment should not be borne equally by all of the Lots, the Board of Directors of the Association may assess a special assessment upon certain but not all of the Lots, or may assess unequal shares of a special assessment upon the Lots.

4. The parcels of real property legally described within Exhibit "B" attached to this Amendment (the "Withdrawn Property") are hereby withdrawn from the Covenants and Restrictions established by the Declaration and shall no longer be included within the definition of the terms "Lakeshore Club" or "Property" or "Properties. However, the Developer shall have the right but not the obligation (pursuant to the provisions contained within Paragraph 2 of Article II of the Declaration), without the necessity for the joinder by any other person or entity whatsoever (including, but not limited to, the Association, any Owner or any holder of a mortgage) by the execution and recordation of a Supplement to the Declaration to in the future cause all or a portion of the Withdrawn Property to be added to and incorporated within the definition of the term "Lakeshore Club" or "Property" or "Properties", which addition, if applicable, would be consistent with the approval previously obtained by the Developer from the Polk County Zoning Advisory Board (the "Board") under Case File No. PUD 98-20, wherein the Board approved the construction of up to an additional two hundred (200) Residences within the Properties.

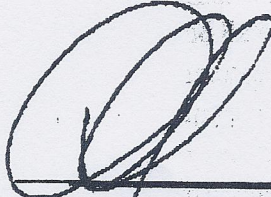
5. Article VII, contained within the Articles of Incorporation of Lakeshore Club of Polk County Homeowners Association, Inc., a Florida not-for-profit corporation (the Amended and Restated Articles of Incorporation of which being attached as Exhibit "A" to the First Amendment) is hereby amended, as of the date of this Amendment, to provide that the business affairs of the Association shall be managed by an Initial Board of Directors (the "Initial Board") composed of five (5) persons.

6. The rights of the Developer under the Declaration shall be assignable and transferable by the Developer, in whole or in part (including, but not limited to, the right to execute and record a Supplement to the Declaration thereby subjecting additional parcels of real property to the Covenants and Restrictions established by the Declaration), by written instrument recorded among the Public Records of Polk County, Florida.

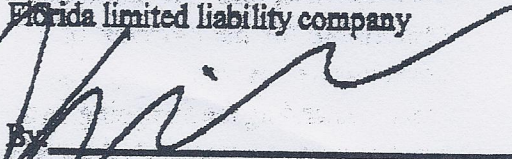
7. Except as the Declaration is amended as provided for herein and except as the Declaration was previously amended in accordance with the terms and provisions contained within the First Amendment, each and every one of the terms and provisions of the Declaration shall remain unmodified and shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration of Covenants and Restrictions for Lakeshore Club as of the date first set forth hereinabove.

LAKESHORE CLUB DEVELOPMENT L.C., a  
Florida limited liability company

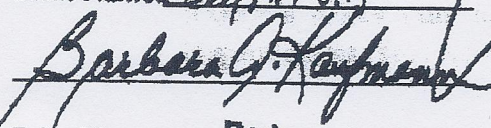
  
\_\_\_\_\_

Print Name: Guy A. Koig

  
\_\_\_\_\_

HARVEY BIRDMAN, Managing Member

Address: 307 South 21<sup>st</sup> Avenue  
Hollywood, Florida 33020

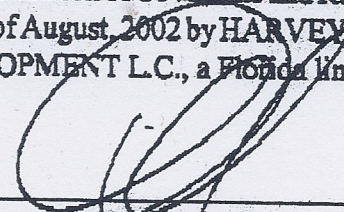
  
\_\_\_\_\_

Print Name: Barbara A. Kaufmann

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF MIAMI-DADE    )

The execution of the foregoing Amendment to Declaration of Covenants and Restrictions for Lakeshore Club was acknowledged before me this 8<sup>th</sup> day of August, 2002 by HARVEY BIRDMAN, as Managing Member of LAKESHORE CLUB DEVELOPMENT L.C., a Florida limited liability company, who is personally known to me.

My Commission Expires:

  
\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

