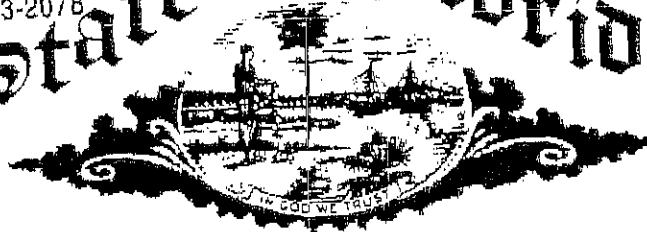


COPY

D. BRIAN KUEHNER, P.A.  
4921 SOUTHFORK DRIVE, STE. 4  
LAKELAND, FL 33813-2078  
05-8364

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on December 9, 2005, as shown by the records of this office.

The document number of this corporation is N05000012354.

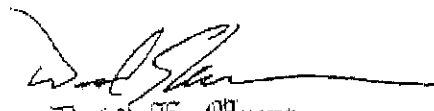
INSTR # 2005320187  
BK 06565 PGS 0606-0612 PG(s)7  
RECORDED 12/30/2005 09:52:00 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 61.00  
RECORDED BY J Ford

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twelfth day of December, 2005



CR2E022 (11-05)

A TRUE COPY  
CERTIFICATION ON LAST PAGE  
RICHARD M. WEISS, CLERK

  
David H. Alama  
Secretary of State

RETURN TO:  
D. BRIAN KUEHNER, P.A.  
SUITE 4  
4921 SOUTHFORK DRIVE  
LAKELAND, FL 33813  
(863) 646-5728

FILED  
05 DEC 2001  
AM 11:01  
CLERK OF DISTRICT COURT  
POLK COUNTY, FLORIDA

ARTICLES OF INCORPORATION  
OF  
ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.

The undersigned subscribers to these Articles of Incorporation (the "Articles"), each a natural person competent to contract, and a resident of the State of Florida, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit under the Florida Nonprofit Corporation Law, adopts the following Articles of Incorporation.

ARTICLE I

NAME

The name of the corporation is **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.**, sometimes hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803.

ARTICLE III

PURPOSES AND POWERS

The Association has been formed as a nonprofit corporation to provide for the ownership, maintenance, preservation and architectural control of the **ENCLAVE AT IMPERIAL LAKES** (the "Properties") situated in Polk County, Florida, as described in the Master Declaration of Covenants, Conditions and Restrictions (the Declaration") to be filed in the Public Records of Polk County, Florida, subsequent to the filing of these Articles, a copy of which is presently filed in the offices of KINGS PARTNERSHIP ("Developer" or "Declarant") in Lakeland, Florida, and to perform other specific purposes and powers as set forth below, and to be more fully set forth in the Declaration. The Association will not permit pecuniary gain or profit to the members nor distribution of its income to its officers or directors.

PURPOSES: The Association shall exist for all of the following purposes:

(a) To own, operate and maintain certain common and dedicated properties within the Properties (as set forth in the Declaration);

(b) To take such actions as the Association is authorized pursuant to its Articles of Incorporation and Bylaws to take to maintain the residential quality of the Properties.

POWERS: The Association shall have all of the common law and statutory powers of a Florida corporation not for profit which are consistent with these Articles and with the Declaration and all of the powers and authority reasonably necessary or appropriate to the operation of a residential community including, but not limited to, the following powers:

(a) To exercise all the powers and privileges and to perform all the duties and obligations of the Associations set forth in the Declaration, as the same may be amended from time to time as therein provided, and the Declaration is hereby incorporated herein by reference and made a part hereof;

(b) To fix, levy, collect and enforce payment by any lawful means, all charges or assessments and assessment liens pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) To enforce any and all covenants, conditions, restrictions and agreements applicable to the Development;

(d) To pay taxes, if any, on the Common Areas and Dedicated Areas and any other common and dedicated properties of the Association (as set forth in the Declaration);

(e) To acquire (by gift, purchase or otherwise) own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose or real or personal property in connection with the affairs of the Association;

(f) To borrow money, and to mortgage pledge deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that such borrowing shall have the assent of eighty percent (80%) of each class of the Members (as hereinafter defined entities to vote);

(g) To dedicate, sell or transfer all or any part of the Common Areas and the Dedicated Areas and any other common area or assets owned by the Association to any Public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by eighty percent (80%) of each class of members has been recorded.

(h) To participate in mergers and consolidations with other nonprofit corporations organized for the same purpose or annex additional Common Areas or Dedicated Areas, provided further that no such assent shall be required as a condition to accepting conveyance of Common Areas pursuant to the Declaration or to accepting conveyance of Dedicated Areas pursuant to the Declaration;

(i) Subject always to the Declaration, to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Nonprofit Corporation Law.

(j) To operate and maintain the surface water management system as permitted by the Southwest Florida Water Management District including all lakes, retention areas, culverts and related appurtenances.

(k) Operate and maintain common property, specifically the surface water management system as permitted by the Southwest Florida Water Management District, including all lakes, retention areas, culverts and related appurtenances.

#### ARTICLE IV

##### MEMBERSHIP

Every person or entity who is a record owner of a unit or undivided fee interest in any unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association. It is understood that each unimproved lot shall consist of one unit and each lot upon which a single-family dwelling is construed shall consist of one unit.

#### ARTICLE V

##### VOTING RIGHTS

The Association shall have two (2) classes of voting membership.

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

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

(A) When the total votes outstanding in the Class A membership equal to the total votes outstanding in the Class B membership, or (B) On December 31, 2012.

The owner of each lot in **ENCLAVE AT IMPERIAL LAKES**, Public Records of Polk County, Florida as provided herein who shall pay the normal and any special assessments which may from time to time be fixed by the Board of Directors of the Association shall be a member of the Association. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be on the terms and conditions set forth herein as regulated by the Board of Directors of the Association, and it shall be appurtenant to and may not be separated from the ownership of any Lots as outlined herein.

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

#### ARTICLE VI

##### QUORUM

The Members holding a majority of the votes allocated under Article V of these Articles, represented in person or by proxy, shall constitute a quorum at a meeting of Members.

If less than such majority of votes are represented at a meeting, a majority of the votes so represented may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly constituted meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of the Association shall be managed by a Board of Directors who need not be Members of the Association. The number of directors may be changed by amendment of the Bylaws of the Association, but shall never be less than three (3) directors or more than nine (9). The Directors are appointed or elected as stated in the Bylaws. The names and residence addresses until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
D. JOEL ADAMS	3020 S. Florida Ave, Ste 101 Lakeland, FL 33803
ROBERT J. ADAMS	3020 S. Florida Ave, Ste 101 Lakeland, FL 33803
GEORGE M. LINDSEY, III	3020 S. Florida Ave, Ste 101 Lakeland, FL 33803

The directors may, by Bylaw, fix the term of office for all directors. However, unless contrary provisions are made by Bylaw, each director's term of office shall be for one (1) year, but all directors shall continue in office until their successors are duly elected and installed. There shall be held at each annual meeting of the Association an election of directors. Directors may serve successive annual terms without limitations.

ARTICLE VIII

OFFICERS

The affairs of the Association shall be administered by a president, vice president, and a secretary-treasurer and such other officers as may be designated in the Bylaws. The officers shall be elected by the members of the Association at its annual meeting. The names and residence addresses of the officers who shall serve the first election of the Board of Directors are as follows:

<u>OFFICE</u>	<u>NAME AND ADDRESS</u>
President	D. Joel Adams 3020 S. Florida Ave, Ste 101 Lakeland, FL 33803
Vice President	Robert J. Adams 3020 S. Florida Ave, Ste 101 Lakeland, FL 33803
Secretary/Treasurer	George M. Lindsey, III 3020 S. Florida Ave, Ste 101 Lakeland, FL 33803

ARTICLE IX

DISSOLUTION

The Association may be dissolved with the consent given in writing and signed by either the Developer or by eighty percent (80%) of the membership, together with the consent in either case of the Southwest Florida Water Management District. Upon dissolution of the Association, other than incident to a merger or consolidation, its assets, both real and personal, shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was formed. In the event there is a refusal to accept such dedication, then such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization which is devoted to purposes similar to those of this Association.

ARTICLE X

INDEMNIFICATION

The Association shall, and does hereby, indemnify any persons ("Indemnitees") for any and all liability arising from their official capacities or from any acts committed or failure to act by them in their official capacities as officers or directors of the Association, including acts which are adjudged by a court of law to have constituted negligence or misconduct in the performance of their duty to the Association, and resulting from judgments, fines, or amounts paid in settlement which are incurred in any action, suit or proceeding, whether civil, criminal, administrative or investigative, and whether such action, suit or proceeding is brought by or in the right of the Association, or other parties, and whether such action, suit, proceeding is commenced during or subsequent to their tenure as officers or directors of the Association ("Actions").

The Association will reimburse Indemnitees for any and all actual and reasonable expenses, including, without limitation, attorneys' fees and court cost in trial and appellate tribunals ("Expenses") as incurred by Indemnitees in any actions. Notwithstanding anything to the contrary herein, the Association will not indemnify Indemnitees for any liability or expenses incurred for actions which constitute gross negligence or willful misconduct, as such terms are used in Section 607.014(6) of the Florida Statutes. The indemnification provided in this Article shall be in addition to and shall not limit or modify any other rights to indemnity to which Indemnitees are entitled including, without limitation, those rights conferred by the Florida Statutes of the Bylaws, Articles of Incorporation or any agreement executed by the Association. The indemnification provide for herein shall be subject to the provisions of Section 607.014(2) of the Florida Statutes.

ARTICLE XI

BYLAWS

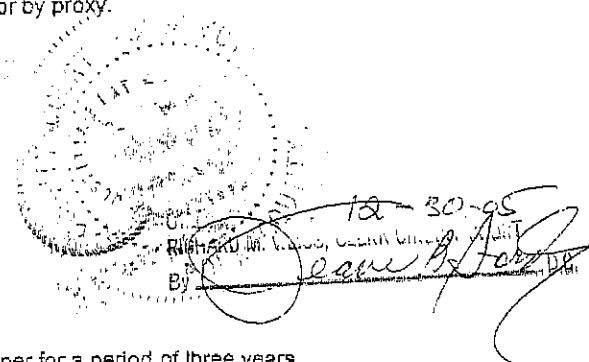
The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by a vote of two-thirds (2/3) of the members present in person or by proxy.

ARTICLE XII  
DURATION

The Association shall have perpetual existence.

ARTICLE XIII  
AMENDMENTS

The Articles may be amended by resolution adopted by the Developer for a period of three years commencing on the date of these Articles, and thereafter by a vote of eighty percent (80%) of the members at a meeting called for the purpose of considering the amendment of these Articles, or by resolution unanimously adopted by the Board of Directors; provided, however, that no amendment shall be effective to impair or dilute any rights or obligations of Members that are governed by the Declaration (as, for example, membership and voting rights) which are part of the property interests created thereby.



12-30-05  
By: *[Signature]*

ARTICLE XIV

SUBSCRIBERS

The name and residence of the subscribing Incorporator of these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Robert J. Adams	3020 S. Florida Ave., Ste 101 Lakeland, FL 33803

ARTICLE XV

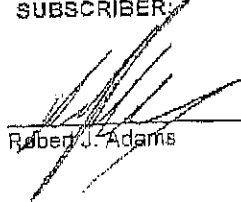
REGISTERED AGENT - REGISTERED OFFICE

The registered office of the Association is 3020 S. Florida Ave., Ste 101, Lakeland, FL 33803. The registered agent is Robert J. Adams, a resident of the State of Florida whose business office is identical with that of the registered office.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, we, the undersigned, constituting the subscribing incorporators of this Association, have executed these Articles of Incorporation this 8th day of December, 2005

I hereby accept designation hereunder as registered agent.

SUBSCRIBER:




---

Robert J. Adams

STATE OF FLORIDA  
COUNTY OF POLK

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert J. Adams, who to me known to be the person described in these Articles of Incorporation and he acknowledged before me that he executed the same as Subscriber, on behalf of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of Dec., 2005.

My Commission Expires:  
(Affix Notarial Seal)

Name Linda Williams  
Notary Public-State of Florida  
Serial No.



Linda Williams  
MY COMMISSION # DD258729 EXPIRES  
December 12, 2007  
BONDED THRU TROY FAIR INSURANCE, INC.

05 DEC 9 11:11 AM  
 FILED

A TRUE COPY  
 CERTIFICATION ON LAST PAGE  
 RICHARD M. W. FISHER, CLERK

INSTR # 2005320188  
BK 06565 PGS 0613-0618 PG(6)6  
RECORDED 12/30/2005 09:52:00 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 52.50  
RECORDED BY J Ford

RETURN TO:  
D. BRIAN KUEHNER, P.A.  
4921 SOUTHFORK DRIVE  
SUITE 4  
LAKELAND, FL 33813  
(863) 646-5728

05-8364

BYLAWS  
OF  
ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.

Article I  
Name

This corporation shall be known as **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit (hereinafter called the "association") as set forth in Articles of Incorporation filed with the Secretary of State (hereinafter called the "Articles").

Article II  
Offices

The principal office of the association shall be 3020 S. Florida Ave., Suite 101, Lakeland, FL 33803, in the City of Lakeland, County of Polk and State of Florida. The association may also have offices at such other places both within and without the State of Florida as the board of directors may from time to time determine or the business of the association may require.

Article III  
Definitions

Section 1. "Association" shall mean and refer to **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.**, Its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the master Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the association.

Section 3. "Common Area" shall mean all real property owned by **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.**, or easement rights granted to the Association to be used and enjoyed equally by all lot owners, including that portion of the platted subdivision that is designated as a retention area for the purposes of holding storm and drainage water. The Association shall operate and maintain the surface water management system facilities, if any. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements, drainage retention areas, and/or surface water management facilities within the Subdivision. Common areas shall also mean street lighting and any other areas referred to as common areas on the plat.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common areas and dedicated areas within the development.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.



Section 6. "Declarant" or "Developer" shall mean and refer to **KINGS PARTNERSHIP**, a Florida General Partnership, its successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the declarant for the purpose of development.

Section 7. "Maintenance" shall mean the exercise of reasonable care in keeping the common areas in an acceptable condition. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation, maintenance, and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

Section 8. "Declaration" shall mean and refer to the master declaration of covenants and conditions applicable to the properties recorded in the official record books of POLK County, Florida.

Section 9. "Member" shall mean and refer to those persons entitled to membership as provided in Article IV of the Articles of Incorporation.

#### Article IV Meetings of Members

Section 1. Annual meetings: the first annual meeting of the members shall be held in December, 2006, on a date determined by the board of directors and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 P.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special meetings: special meetings of the members may be called at any time by the president or by the board of directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes of the Class A membership.

Section 3. Notice of meetings: written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the association, or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: the presence at the meeting of members entitled to cast, or of proxies entitled to cast, one tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies: at all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his lot.

#### Article V Board of Directors

Section 1. Number: the affairs of this association shall be managed by a board of directors, who need not be members of the association. The number of directors shall always be an odd number no less than three (3) or more than nine (9).

Section 2. Term of office: at the first meeting the members shall elect three (3) directors for a term of one year.

Section 3. Removal: any director may be removed from the board, with or without cause, by a majority vote of the members of the association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: no director shall receive compensation for any service he may render to the association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action taken without a meeting: the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

#### Article VI Powers and duties of the board of directors

Section 1. Powers: the board of directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the common areas and dedicated areas, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment for more than thirty (30) days of any assessment levied by the association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) exercise for the association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these bylaws the articles of incorporation, or the declaration;

(d) declare the office of a member of the board of directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the board of directors; and

(e) enter into management agreements or employ a manager, an independent contractor, or such other employees as they may deem necessary, and to prescribe their duties.

Section 2. Duties: it shall be the duty of the board of directors to:

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

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

(c) as more fully provided in the declaration

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

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period, and;

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

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

(e) procure, pay for and maintain adequate liability and hazard insurance on real and personal property owned by the association;

(f) cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate;

(g) cause the common areas and dedicated areas to be maintained.

Article VII  
Officers

Section 1. Enumeration of officers: the officers of this association shall be a president, vice president and a secretary/treasurer, who shall at all times be members of the board of directors, and such other officers as the board may from time to time by resolution create.

Section 2. Election of officers: the election of officers shall take place at the first meeting of the board of directors following each annual meeting of the members.

Section 3. Term: the officers of this association shall be elected annually by the board and each shall hold office for one (1) year unless he shall sooner resign or shall be removed, or otherwise disqualified to serve.

Section 4. Special appointments: the board may elect such other officers as the affairs of the association may require, each of whom shall hold office for such period, have such authority and perform such duties as the board may, from time to time, determine.

Section 5. Resignation and removal: any officer may be removed from office with or without cause by the board. Any officer may resign at any time giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: a vacancy in any office may be filled by appointment by the board of directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple offices: the offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to section 4 of this article.

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

President

(a) the president shall preside at all meetings of the board of directors; shall see that orders and resolutions of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President

(b) the vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the board of directors.

Secretary/Treasurer

(c) the secretary-treasurer shall record the votes and keep the minutes of all meetings and proceedings of the board of directors and of the members; keep the corporate seal of the association and affix it on all papers requiring said seal; serve notice of meetings of the board of directors and of the members; keep appropriate current records showing the members of the association together with their addresses; receive and deposit in appropriate bank accounts all monies of the association and shall disburse such funds as directed by resolution of the board of directors; shall sign all checks and promissory notes of the association; keep proper books of account; cause an annual audit of the association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

**Article VIII**  
**Committees**

Section 1. Creation and function of committees: the board of directors may, by resolution passed by a majority of the whole board, designate committees, each to consist of two (2) or more of the directors of the association. Committees shall have such functions and may exercise the powers of the board of directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

Section 2. Meetings of committees: regular meetings of committees may be held without notice at such time and at such place as shall from time to time be determined by such committee, and special meetings of the committees may be called by any member thereof upon two (2) days notice to each of the other members of such committee, or on such shorter notice as may be agreed to in writing by each of the other members of such committee, given either personally or in the manner provided in section 3 or article IV of these by laws (pertaining to notice for directors' meetings).

Section 3. Vacancies on committees: vacancies on the committees shall be filled by the board of directors then in office at any regular or special meeting.

Section 4. Quorum of committees: at all meetings of the committees, a majority of the committee's membership in office shall constitute a quorum for the transactions of business.

Section 5. Manner of acting of committees: the acts of a majority of the members of the committees, present at any meeting at which there is a quorum, shall be the act of such committee.

Section 6. Minutes of committees: committees shall keep regular minutes of their proceedings and report the same to the board of directors when required.

**Article IX**  
**Books and Records**

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

**Article X**  
**Fiscal year**

The fiscal year of the association shall begin on January 1.

**Article XI**  
**Rules of Order**

Robert's rules of order shall be the parliamentary authority for all matters of procedure not specifically covered by these by laws.

**Article XII**  
**Amendments**

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the

Articles shall control; and in the case of any conflict between the Declaration and these bylaws, the Declaration shall control.

Article XIII  
Assessments

As more fully provided in the Declaration, and except as otherwise provided in the Declaration, each member is obligated to pay to the association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum. The association may bring an action of law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest and cost and all attorneys' fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.


Article XIV  
Corporate Seal

The association shall have a seal in circular form having within its circumference the words: ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC., a corporation not for profit.

In witness whereof, we, being all of the directors of ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC. have hereunto set our hands this 14<sup>th</sup> day of December, 2005.

  
\_\_\_\_\_  
D. JOEL ADAMS

  
\_\_\_\_\_  
ROBERT J. ADAMS

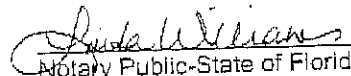
  
\_\_\_\_\_  
GEORGE M. LINDSEY, III

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December, 2005 by D. JOEL ADAMS, ROBERT J. ADAMS AND GEORGE M. LINDSEY, III, who are personally known to me or have produced N/A as identification and who did (did not) take an oath.

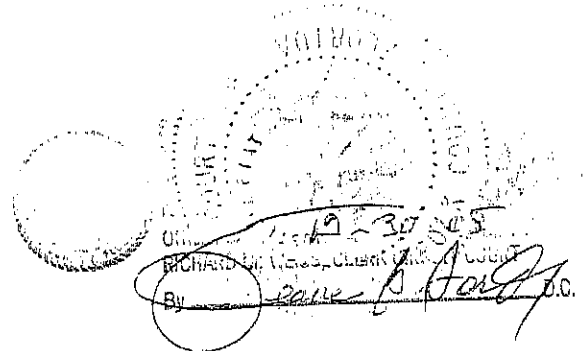
My Commission Expires:

(Affix Notarial Seal)

  
\_\_\_\_\_  
Notary Public-State of Florida  
Print Name: \_\_\_\_\_  
Serial No. \_\_\_\_\_



Linda Williams  
MY COMMISSION # DD258729 EXPIRES  
December 12, 2007  
BONDED THRU TRCY FAIR INSURANCE, INC.



INSTR # 2005320189  
BK 06565 PGS 0619-0632 PG (#) 14  
RECORDED 12/30/2005 09:52:00 AM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 120.50  
RECORDED BY J Ford

②

RETURN TO:  
D. BRIAN KUEHNER, P.A.  
4921 SOUTHFORK DRIVE  
SUITE 4  
LAKE LAND, FL 33813  
(863) 646-5728

05-8304

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

### ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by **KINGS PARTNERSHIP**, a Florida General Partnership, (the Developer or Declarant), the Owner of all the right, title and interest, both legal and equitable, in and to certain lands more particularly described on the attached Exhibit "A" hereafter (the Property).

#### WITNESSETH:

WHEREAS, Declarant is the owner of the property.

NOW THEREOF, Declarant hereby declares that all of the property described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property and be binding on all their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, except as provided below.

#### ARTICLE I DEFINITIONS

SECTION 1. "Association" shall mean and refer to **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.**, its successors and assigns.

SECTION 2. "Owner" shall mean and refer to the record owner whether one or more persons or Entities, of a fee simple title to any lot which is a part of the properties including contract sellers, but excluding those having such interest merely as security for the performance of any obligation.

RECORDED ON LAST PAGE  
RICHARD M. WEISS, CLERK

SECTION 3. "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Areas" shall mean all real property owned by **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.**, or easement rights granted to the Association to be used and enjoyed equally by all lot owners, including that portion of the platted subdivision that is designated as a retention area for the purposes of holding storm and drainage water. The Association shall operate and maintain the surface water management system facilities, if any. The surface water management system facilities shall include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. The Association shall have an easement and/or license of entry over any lot for the purposes of maintenance of drainage easements, drainage retention areas, and/or surface water management facilities within the Subdivision. Common areas shall also mean street lighting and any other areas referred to as common areas on the plat.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties with the exception of the common area.

SECTION 6. "Maintenance" shall mean the exercise of reasonable care in keeping the common areas in an acceptable condition. The Association is responsible for operation and maintenance of the surface water management system facilities. Operation, maintenance, and reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

SECTION 7. "Declarant" shall mean and refer to all Owners, their successors and assigns if such successors or assigns should acquire more than a majority of the remaining undeveloped lots owned by the Declarant for the purpose of development.

## **ARTICLE II PROPERTY RIGHTS**

SECTION 1. OWNERS' EASEMENTS OF ENJOYMENT. Every owner shall have a right and easement of enjoyment in and to the common areas hereof which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(A) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the common areas.

(B) The right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against

his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.

(C) The right of the Association to dedicate or transfer all or any part of the common area to any public agency, authority or, utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an Instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

SECTION 2. DECLARATION OF USE. Any owner may delegate, in accordance with the by-laws, his right of enjoyment to the common area and facilities to the members of his family, his tenant's or contract purchasers who reside on the property.

### ARTICLE III MEMBERSHIP AND VOTING RIGHTS

SECTION 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

SECTION 2. The Association shall have two classes of voting membership.

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

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

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

(B) On December 31, 2012.

### ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned within the properties, hereby covenants and each owner of any lot by acceptance of a Deed thereof, whether or not it shall be so expressed in such Deed, is deemed to covenant and agrees to pay the Association: (1) annual assessments or charges (2) special assessment for capital



improvements (3) lake lot assessments, if applicable: all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessments fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the properties and for the improvements and maintenance of the common areas, including but not limited to the operation and maintenance of the surface water management system. The assessment shall also be used to maintain the landscaping and other improvements on the boulevards, entrances, medians and other dedicated areas within the properties. Additionally, the assessment shall be used to maintain street lights, roads, directional signs, informational signs identifying the subdivision, sign lighting and utilities within the properties, if necessary.

### SECTION 3. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS.

(A) The initial maximum annual assessment against owners other than Declarant shall be Two Hundred Twenty Five and 00/100 (\$ 225.00 ) Dollars per lot, Declarant shall not be responsible to pay any assessment for lots owned by Declarant until seventy-five (75%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of seventy-five (75%) of the lots by Declarant, Declarant shall commence paying an annual assessment for each lot then owned by Declarant; however, said assessment shall only Commence when a home has been constructed on each lot, and the certificate of occupancy has been issued by the Municipality governing same. Prior to the time that Declarant is obligated to pay an annual assessment, the total expenses of the Association incurred for the purposes set forth herein shall be paid from the annual assessments received by the Association from owners other than Declarant.

(B) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than fifteen (15%) percent above the maximum assessment for the previous year without a vote of the membership.

(C) From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above fifteen (15%) percent by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(D) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

SECTION 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common areas including fixtures and personal property related thereto, if any, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast majority of all votes of each class of membership shall constitute a quorum.

SECTION 6. UNIFORM RATE OF ASSESSMENT. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.

SECTION 7. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: DUE DATES. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the common area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment shall be sent to every owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

SECTION 8. EFFECT OF NON-PAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of twelve (12%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common area or abandonment of his lot.

SECTION 9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage.

Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure of any proceeding in lieu thereof, shall extinguish the lien of such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## **ARTICLE V ARCHITECTURAL CONTROL**

Except for a residence, building, wall or other structure erected upon the property by Developer or any other entity specifically excluded from the provisions contained in this paragraph, no residence, building, wall or other structure shall be erected upon the properties, nor shall any exterior addition to, change, or alteration other than repairs to restore the exterior of the property to its original appearance therein be made until the plans and specification showing the nature, kind, shape, height and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. In the event said Board or its designated Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All new construction must be fully completed within 180 days from the date of commencement of construction. Developer, or any other entity specifically designated by Developer, shall be exempt from the provisions contained in this paragraph.

## **ARTICLE VI USE RESTRICTIONS**

**SECTION 1. VIOLATION.** If any person claiming by, through or under Declarant, or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violations. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or person violating these restrictions the costs incurred by such prevailing party including reasonable attorneys fees. Invalidation of any of these covenants by Judgment of Court Order shall in no wise affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

**SECTION 2. RESIDENTIAL LOTS.** All lots included within the real estate to which these Restrictions pertain shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain on any of the said lots,

other than one single family dwelling unit not to exceed thirty-five (35) feet in height. The limitation of two stories shall not be construed to prohibit a tri-level dwelling house, but any two story, split level or tri-level dwelling house shall have an enclosed inside living area of not less than the minimum square footage hereafter set forth. All dwelling houses shall have a minimum of a two-car garage. No carport shall be allowed. These Restrictions preclude and prohibit the construction of basements under any dwelling. With the approval of the Developer, the garage may be enclosed to accommodate a sales model office. Should Developer sell the model with enclosed garage area, the enclosed garage area does not have to be converted back to a garage and does not have to have a moveable overhead garage door.

No garage shall be erected on any lot in said subdivision prior to the construction of a dwelling. If a garage is built simultaneously with, or subsequent to the construction of the dwelling, it shall conform architecturally with the dwelling and shall be constructed of the same materials. All garages shall have movable overhead doors.

The minimum square footage of living area shall not be less than one thousand (1000) square feet of living area. All square footage shall be measured by outside dimensions exclusive of garage, screened or unscreened porches and covered walkways, breezeways and approaches. All construction shall be of new materials.

SECTION 3. No building shall be located upon any residential building lot which is not in compliance with the setback requirements approved for the property by the County of Polk.

SECTION 4. NO OFFENSIVE ACTIVITY. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which constitutes a public nuisance.

SECTION 5. NO TEMPORARY STRUCTURES. Unless otherwise specifically allowed or permitted under these covenants, no out-building (other than a utility shed), trailer, basement, tent, shack, garage, barn, tool house, or other outbuilding shall at any time be placed temporarily or permanently upon the property. A doghouse shall be permitted in the back yard as long as the back yard is enclosed by a six (6) foot privacy fence. A utility shed will be permitted as long as said utility shed is no higher than eight (8) feet in height, said utility shed is architecturally complimentary to the dwelling house, and said utility shed is located in the back yard and the back yard is enclosed by a six (6) foot privacy fence.

SECTION 6. FENCES. All fences shall not exceed six (6) feet in height across the rear lot line and the side lot lines running from the rear of the property line and no further than to incorporate a side entry garage door. All fences to be erected from the street back to connect to the six (6) foot rear fence shall not exceed three (3) feet in height.

SECTION 7. AERIALS: ANTENNAS. Exterior radio aerials, television or cable antennas shall not be attached to the front or side of any dwelling house, but, if used, shall be located at the rear thereof. Additionally, no aerials, television or cable antennas shall be extended to a height of more than fifteen (15) feet above the roof ridgeline to which the aerials, cable or antenna is constructed.

No satellite antenna (commonly referred to as discs or dishes) shall be erected or located upon the property in any location unless completely surrounded by fence or hedge. A small satellite antenna, if approved by the Architectural Control Committee prior to installation, shall be erected on the rear of the property, above the roofline.

SECTION 8. OUTDOOR CLOTHES DRYING. No outdoor clothes drying shall be allowed.

SECTION 9. EASEMENTS. The Declarant, for itself and its successors and assigns, hereby reserves and is given a Perpetual, alienable and releasable easement, privilege and right on, over and under (1) the common areas (2) all easements of record shown on the plat of **ENCLAVE AT IMPERIAL LAKES** recorded in the Public Records of Polk County.

(A) The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and right referred to in this section so long as the Declarant shall own at least one (1) lot within the property. The owners of the lot subject to the privileges, rights, and easements referred to in this section shall acquire no right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements and the sole and the exclusive property of the Declarant and its successors and assigns.

SECTION 10. PARKING. All motor vehicles located on any lot shall carry a current year's license tag registration. No house-trailers or mobile homes shall be parked on any lot at any time. Additionally, there shall be no parking of any trucks of any nature, including vans and/or campers upon the rights-of-way of the platted roadways within or outside of and adjacent to the subdivision. Further, there shall be no parking of any trucks of any nature, other than pick-up trucks, vans or campers upon a lot. Pick-up trucks vans or campers must be temporarily parked only on the concrete driveway. No vehicles may be stored upon any lot other than boats, boat trailers and campers, which must be stored either in the garage or in the back yard within a six (6) foot privacy fence. All motor vehicles, cycles and other engine-run apparatus located and/or run within the subdivision by a lot owner, their guests, and/or invitees, will carry legal sound control devices as prescribed by the manufacturer, and must be parked only on the concrete driveway.

SECTION 11. PETS. No livestock, poultry or other farm animals of any kind shall be raised, bred or kept on any lot. Dogs, cats and other household pets may be kept on

a lot provided that they are not raised, kept, bred or maintained for any commercial purpose and that proper restraint and control by use of a leash and/or a secure enclosure are used in the keeping of them.

SECTION 12. RESTRICTION WAIVER. In the event that a violation of any of these restrictions shall inadvertently occur which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board of Directors of the Homeowners Association shall have the right and authority to waive such a violation.

SECTION 13. TRASH. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in clean and sanitary condition.

SECTION 14. SIGNS. No sign of any kind may be displayed to the public view on any lot except one professional sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the Declarant to advertise the property during the initial construction and sales period.

SECTION 15. COMMON AREAS. No improvements shall be constructed upon any portion of the common areas without the approval of the Board of Directors of the Homeowners Association. These areas shall be maintained by the Association as open recreational areas and roadways as provided in the plats of the property for the use and benefit of all lot owners. Common areas are not for the use of dogs, cats, or other household pets.

(A) No activities constituting a nuisance shall be conducted upon common areas.

(B) No rubbish, trash, garbage, or other discarded items shall be placed or allowed to remain upon common areas.

(C) The Association may from time to time adopt reasonable rules and regulations concerning the use of the common area, which shall be binding upon all members of the Association.

(D) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the common areas. Said insurance policies shall be in the name of the Association for the benefit of the Association members and owners of record and such other parties as the Association subject to such conditions and with such provisions as the officers or Board of Directors Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.

(E) At all times hereafter, all capital improvements to the common areas, except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the common areas, shall require the approval of two-thirds (2/3) of the votes entitled to be cast.

SECTION 16. PROPERTY MAINTENANCE. In the event an owner of any lot shall fail to maintain the premises and improvements situated thereon which is not in accordance with the covenants, conditions and restrictions outlined herein, including landscaping, grass and shrubbery, the owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the owner fails to do so, the Homeowners Association shall have the right (although it shall not be required to do so) to enter upon said lot for the purpose for repairing, maintaining and restoring the lot and the exterior of the buildings and other improvements located thereupon at the sole cost of the owner of said lot. The cost of such repair, maintenance and restoration shall thereupon constitute a lien upon said lot which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the Mechanics Lien Law of the State of Florida, and the owner of said lot shall, by virtue of having acquired said lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

SECTION 17. UTILITIES. The County of Polk, or its successors, has the sole and exclusive right to provide all water and sewage facilities and service to the property described herein. No well of any kind shall be dug or drilled on any one of the lots or tracts to provide water for use within the structures to be built, and no potable water shall be used within said structures except potable water which is obtained from the County of Polk, or its successors or assigns. All sewage from any building must be disposed of through the sewage lines or through the septic tank lines and disposal plant owned by and controlled by the County of Polk, or its successors or assigns. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the lines of the sewer system. The County of Polk has a non-exclusive perpetual easement and right in and to, and over and under property as described in this Declaration and the plat of the property for the purpose of installation and/or repair of water and sewage facilities.

SECTION 18. SWIMMING POOLS. No above ground swimming pool shall be permitted on any lot.

**ARTICLE VII  
COMPLIANCE WITH SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
SURFACE DRAINAGE REQUIREMENTS INCLUDING RESTRICTIONS,  
ENFORCEMENT RIGHTS, AND ASSESSMENT FOR MONITORING AND  
MAINTENANCE**

SECTION 1. It shall be the responsibility of each owner in the subdivision, at the time of construction of a building, residence or other structure, to comply with the

construction plans approved and on file with the Southwest Florida Water Management District as part of the surface water management system for development of the Subdivision.

SECTION 2. No permanent building, residence or structure of any kind shall be constructed by any owner within that portion of any unit designated on the Subdivision Plat as a drainage easement.

SECTION 3. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavations; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined by the Southwest Florida Water Management District, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the district.

SECTION 4. The Southwest Florida Management District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

SECTION 5. If the subdivision has on site wetland mitigation which requires ongoing monitoring and maintenance in accordance with the rules and regulations of the Southwest Florida Water Management District, the Association shall allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the Southwest Florida Water Management District determines that the area(s) is successful in accordance with the environmental Resource Permit.

SECTION 6. If the Association ceases to exist, all of the Owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity acceptable to the Southwest Florida Water Management District assumes responsibility for the operation and maintenance for the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

#### **ARTICLE VIII GENERAL PROVISIONS**

SECTION 1. ENFORCEMENT. The Association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions



of the Declaration. Failure by the Association or by an owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2. SEVERABILITY. Invalidation of any of these covenants or restrictions by Judgment or Court Order shall in no wise affect any other provisions which shall remain in full force and effect.

SECTION 3. AMENDMENT. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by two-thirds (2/3) of the lot owners, and thereafter by an instrument signed by not less than seventy-five (75%) percent of the lot owners. Notwithstanding the above, the Declarant reserves the exclusive right to modify, repeal or amend this Declaration, in Declarant's sole discretion, for a period of three (3) years from the date this Declaration is recorded, and such amendment can be effected without the approval of any other Lot Owner. Any amendment that would affect the surface water management system, including the water management portions of the common area, must have the prior approval of the Southwest Florida Water Management District or its successor agency. Any Amendment must be recorded.

Declarant anticipates and may accomplish platting and developing additional lots under other phases of **ENCLAVE AT IMPERIAL LAKES**, or properties adjacent to **ENCLAVE AT IMPERIAL LAKES**, and therefore, Owners, their heirs, personal representatives and assigns retain and reserve the right to amend this Declaration of Covenants, Conditions and Restrictions together with, but not limited to the Articles of Association of **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.** a Florida Non-profit corporation, and its by-laws, without notice and without the authorization or consent of any lot owner, for the purpose of incorporating additional phases to the **ENCLAVE AT IMPERIAL LAKES** Subdivision as such additional phases are developed. Upon recordation by Declarant, its successors or assigns, of notice that additional lands have been included as additional phases of **ENCLAVE AT IMPERIAL LAKES**, the Lot Owners in the additional phases shall automatically become members of the **ENCLAVE AT IMPERIAL LAKES HOMEOWNERS ASSOCIATION, INC.**

SECTION 4. AFFILIATION AGREEMENT. Each unit owner understands that the lots and lot owners within the Enclave at Imperial Lakes subdivision are subject to the terms and conditions contained in the Affiliation Agreement for Master Declaration for Covenants, Conditions and Restrictions for Imperialakes dated July 15, 2003 and recorded in July 18, 2003 Official Records Book 5439, Page 795, public records of Polk County, Florida. (hereafter, the "Affiliation Agreement") The unit or lot owners acknowledge their obligation to pay assessments for the purpose of funding the obligations to pay assessments to the Master Association as defined in the Affiliation Agreement.

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seal this 14<sup>th</sup> day of December, 2005

Signed, sealed and delivered in the presence of:

KINGS PARTNERSHIP, a Florida  
General Partnership

By: Highland Equities, Inc., a Florida  
Corporation; Partner

By: [Signature]  
Robert J. Adams, President

WITNESS: [Signature]

PRINT NAME: Linda Williams

WITNESS: [Signature]

PRINT NAME: Stacy Herbolsheimer

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was sworn to and subscribed before me this 14<sup>th</sup> day of December, 2005, by Robert J. Adams, President of Highland Equities, Inc., a Florida Corporation, general partner of Kings Partnership, a Florida General Partnership on behalf of the corporation and the partnership. He (  ) is personally known to me or (  ) has produced \_\_\_\_\_ as identification.



Linda Williams  
MY COMMISSION # 00258729 EXPIRES  
December 12, 2007  
BONDED THRU TROY FAJN INSURANCE, INC.

[Signature]  
NOTARY PUBLIC

EXHIBIT "A"

Lots 1 - 290, ENCLAVE AT IMPERIAL LAKES, according to the plat or map thereof  
as recorded in Plat Book 134, Page 32 -35, Public Records of Polk County, Florida

12-30-05  
By: *[Signature]* P.C.  
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