

Monticelli at Tower Lake

HOA Summary

This summary is provided for general informational purposes and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. Written approval from the Architectural Review Board may be required prior to making allowed changes to the property.

Fences

Materials: Allowed - Polyvinyl chloride (PVC) or black aluminum. Not allowed - chain link (except black vinyl coated chain link fence across the rear of waterfronts or preservation areas), barbed wire, or electric strands.

Height: 6 feet maximum

Landscaping and Yard Use

Trees, plants, and landscaping: No limitations noted

Garden beds: No limitations noted

Swing sets and sports equipment: Allowed - Playground equipment must be located in the rear of yard and yard must be enclosed with a privacy fence.

Sheds: Allowed in backyard, no higher than 8-ft., yard must be enclosed with 6-ft. privacy fence

Swimming pools: Allowed - In ground. Not allowed - above ground.

Parking and Motor Vehicles

Commercial / Work Vehicles: Allowed on concrete driveway

Boats, RV's, ATV's, jet skis, etc.: Allowed in garage or area designated by declarant

Trailers: Allowed in garage or area designated by declarant

Animals

Number: No limitations noted

Restrictions: No limitations noted

Livestock: Not allowed

Rentals

Long term: No limitations noted

Short term: No limitations noted

See recorded HOA documents in pages that follow



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For informational purposes only; subject to change without notice. Refer to the full covenants and association governing docs for a complete understanding of the Homeowners' Association.



INSTR # 2017212097
 BK 10306 Pgs 555-570 PG(s)16
 RECORDED 11/06/2017 09:21:33 AM
 STACY M. BUTTERFIELD,
 CLERK OF COURT POLK COUNTY
 RECORDING FEES \$137.50
 RECORDED BY rhoncamp

PREPARED BY & RETURN TO:
 JOHN L. MANN, ATTORNEY AT LAW
 P.O. BOX 2435
 LAKELAND, FL 33806-2435

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 MONTICELLI AT TOWER LAKE
 HOMEOWNERS ASSOCIATION, INC.**

THIS DECLARATION, made on the date hereinafter set forth by **BOUNTIFUL LANDS, INC., a Florida corporation**, (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 **MONTICELLI AT TOWER LAKE 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.

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 **MONTICELLI AT TOWER LAKE 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 one of Lots 1 – 59 shown upon the Map or Plat described on Exhibit "A" 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.

SECTION 8. "Community" shall mean and refer to all the Lots, Common Areas, and Property governed by this Declaration.

SECTION 9. "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.

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 two (2) 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) Six (6) years from the date of the recording of this Declaration

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) initial assessment (2) annual assessments or charges (3) special

assessment for capital improvements (4) 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.

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. The assessment shall also 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. INITIAL ASSESSMENT. In addition to annual and special assessments, the Association shall charge and collect an initial one time capital contribution from each original Buyer in the amount of \$250.00 per Dwelling for all initial transfers of title from the Declarant or the Builder. Said contribution shall be due and collectable at the time of transfer of record title to a Lot.

SECTION 4. MAXIMUM ANNUAL ASSESSMENTS AND DECLARANTS OBLIGATION TO PAY ASSESSMENTS.

(A) The first maximum annual assessment against owners other than Declarant shall be Sixty Hundred Fifty and 00/100 (**\$650.00**) **Dollars** per lot, Declarant shall not be responsible to pay any assessment for lots owned by Declarant until ninety (90%) of the lots have been conveyed by Declarant to third parties. On January 1 of the year immediately following the conveyance of ninety (90%) 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 5. 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 6. NOTICE AND QUORUM FOR-ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 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 7. 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 8. 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 issuance of certificate of occupancy. 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 9. 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 10. 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 the Developer, or Developer approved Builder 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, Developer approved Builder 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 attorney's 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 1.1 FINES. The association may levy fines up to \$100.00 per violation against any member or any member's tenant, guest, or invitee for the failure of the owner of the parcel or its occupants, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may be levied for each day of continuing violation, with a single notice and opportunity for hearing, and there is no cap on the aggregated amount of the fine. The association retains all other remedies provided by the Florida Statutes in connection with the imposition and collection of the fines.

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 four hundred (1400) 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 appropriate jurisdiction.

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 the front elevation on each side. No chain link or wood fencing shall be permitted, only vinyl (PVC) or other "approved" fencing as permitted by the ARC.

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. 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 **MONTICELLI AT TOWER LAKE**; 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 9. VEHICLES & PARKING. All motor vehicles located on any Lot shall carry a current year's license tag registration and be in operating condition. Repairs, lubes, oil changes, and any other types of maintenance on vehicles shall be limited to inside the garage. No house-trailers, mobile homes, class A or class C motor 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 or commercial vehicle in excess of 7,500 lbs. upon a Lot. Vehicles must be 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. Any violation of this Section shall permit towing of any vehicle from the property in accordance with the provisions of the Florida Statutes and such towage and any subsequent storage shall be at the expense of the lot owner.

SECTION 10. 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 11. 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 12. 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 out of public view.

SECTION 13. 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 14. 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.

(F) The use of all common areas by owners, invited guests and others, do so at their own risks. Such common areas may be inhabited from time to time by wildlife such as, but not limited to snakes, alligators, ducks, etc. Neither the Declarant nor The Association assumes any notice responsibility, for the presence of such wildlife.

SECTION 15. 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, painting and pressure washing of the dwelling, driveway, sidewalk, walkway and fencing, the owner shall be notified and given fourteen (14) 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 16. UTILITIES. City of Haines City Utilities Department, or its successors, has the sole and exclusive right to provide all potable water and central sewer 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 City of Haines City Utilities Department, or its successors or assigns. All sewage from any building must be disposed of through the properly permitted sewer system. No water from air conditioning systems, ice machines, swimming pools, or any other form of condensate water shall be disposed of through the sewer system. The City of Haines City Utilities Department 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 the central water facilities.

SECTION 17. SWIMMING POOLS. No above ground swimming pool shall be permitted on any lot.

SECTION 18. STORAGE. The storage of boxes, miscellaneous items, accessories, bulk items etc. on any lot is strictly prohibited unless stored within a structure such as an enclosed garage or shed which has been approved by the ARC. There shall be no storage of these items permitted on rear lanais and/or porches. Storage Containers used for moving shall be allowed on the driveway for a maximum of ten (10) days unless approved by the ARC.

SECTION 19. SWING SETS AND PLAYGROUND EQUIPMENT. No swing set or playground equipment or other similar devices or items shall be placed on a lot without prior written consent of the ARC and must be located in the rear yard and enclosed with privacy fencing.

SECTION 20. BASKETBALL GOALS. The use of portable basketball equipment shall be permitted on a Lot, provided that such equipment shall be stored inside the Home's garage when not in use and all basketball play shall occur on the Lot surface and not within or upon any roadway surface. No basketball equipment or hoops shall be affixed to the exterior portion of any Home.

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

1. Surface Water Management System. The Subdivision includes improvements, features, equipment, and other devices for the management of surface and storm water (the "Surface Water Management System"). The Surface Water Management System is more fully described in that certain Permit No. 44026927.000 dated September 29th, 2004 issued by the Southwest Florida Water Management District. The components of the Surface Water Management System for all purposes shall be deemed to be Common Areas, and as such shall be operated and maintained by the Association. Dues and assessments permitted to be levied by the Association shall include funds that the Association projects are necessary for operation,

maintenance, repair and replacement of the various components of the Surface Water Management System. Notwithstanding any contrary provision of this Declaration, no amendment to this Declaration that would affect the Surface Water Management System shall be effective unless it is first approved in writing by the Southwest Florida Water Management District.

2. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, the Committee, and any Owner and their respective legal representatives, heirs, successors, and assigns, for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument then signed by the then Owners of seventy-five percent (75%) of all the Lots subject hereto has been recorded agreeing to revoke this Declaration. Provided, however, that no such agreement to revoke shall be effective unless made and recorded three (3) years in advance of the effective date of such revocation, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

3. Enforcement. Enforcement of these covenants and restrictions shall be accomplished by either the Association, any Owner or the Southwest Florida Water Management District by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenants or restriction, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by these covenants; and failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do thereafter. Court costs and reasonable attorneys' fees for a proceeding at law or in equity to enforce this Declaration, including attorneys' fees for a proceeding at law or in equity to enforce this Declaration, including any appeal thereof, shall be borne by the Owner(s) against whom the suit has been filed.

4. Liability. In the event that the Association shall cease to exist for any reason each and every Owner shall be jointly and severally responsible for the operation and maintenance of the surface water management system.

5. 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.

6. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District in Bartow Regulation Department.

7. 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.

8. 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.

9. 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.

10. That the Association shall exist in perpetuity. However, if the Association ceases to exist, the system shall be transferred to and maintained by one of the entities identified in Sections 12.3.1 (a) through (f), of the Environmental Resource Permit Applicant's Handbook Volume 1, and such entity shall be responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

11. The surface water management system facilities are located on land that is designated common property on the plat, are located on land that is owned by the association, or are located on land that is subject to an easement in favor of the association and its successors.

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.

SECTION 4. ADDITIONAL PHASES. Declarant anticipates and may accomplish platting and developing additional lots under other phases of **MONTICELLI AT TOWER LAKE**, or properties adjacent to **MONTICELLI AT TOWER LAKE**, 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 **MONTICELLI AT TOWER LAKE 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 **MONTICELLI AT TOWER LAKE** 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 **MONTICELLI AT TOWER LAKE**, the Lot Owners in the additional phases shall automatically become members of the **MONTICELLI AT TOWER LAKE HOMEOWNERS ASSOCIATION, INC.**

IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hands and seal this ____ day of _____, 2017.

Signed, sealed and delivered in the presence of:

Calvin Williams
Witness
PRINT NAME: Calvin Williams

BOUNTIFUL LANDS, INC.
a Florida Limited Liability Company

Janice E. Desrosiers
Witness
PRINT NAME: JANICE E. DESROSIERS

By: _____
John P. Fazzini, President

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 John P. Fazzini, as the President of BOUNTIFUL LANDS, INC., who is personally known to me and did not take an oath.

Janice E. Desrosiers
NOTARY PUBLIC
JANICE E. DESROSIERS

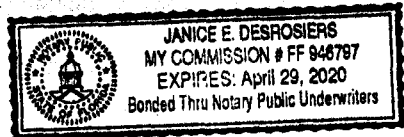


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 thru 59 of MONTICELLI AT TOWER LAKE according to the Plat thereof, as recorded in Plat Book 165, Pages 1 and 2, public records of Polk County, Florida

N17000011049

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

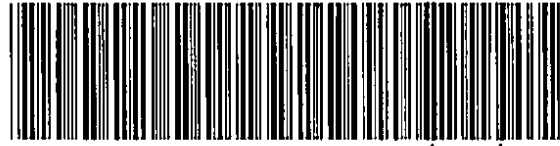
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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011-010



FLORIDA DEPARTMENT OF STATE
Division of Corporations

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REGISTRATION SERVICES

October 25, 2017

LAW OFFICES OF JOHN L. MANN
500 S. FLORIDA AVENUE, SUITE 300
LAKELAND, FL 33801

SUBJECT: MONTICELLI AT TOWER LAKE HOMEOWNERS ASSOCIATION,
INC.
Ref. Number: W17000085354

We have received your document for MONTICELLI AT TOWER LAKE HOMEOWNERS ASSOCIATION, INC. and your check(s) totaling \$87.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

The document must contain written acceptance by the registered agent, (i.e. "I hereby am familiar with and accept the duties and responsibilities as registered agent for said corporation/limited liability company"); and the registered agent's signature.

The registered agent must sign accepting the designation. *attached*

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6052.

Nadira D McClees-Sams
Regulatory Specialist II

Letter Number: 917A00021541

17 NOV -3 PM 4:33
NADIRA D McCLEES-SAMS
REGULATORY SPECIALIST II
FLORIDA DEPARTMENT OF STATE

11/17/17

COVER LETTER

Department of State
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

SUBJECT: MONTICELLI AT TOWER LAKE HOMEOWNERS ASSOCIATION, INC.
(PROPOSED CORPORATE NAME - MUST INCLUDE SUFFIX)

Enclosed is an original and one (1) copy of the Articles of Incorporation and a check for :

\$70.00
Filing Fee

\$78.75
Filing Fee &
Certificate of
Status

\$78.75
Filing Fee
& Certified Copy

\$87.50
Filing Fee,
Certified Copy
& Certificate

ADDITIONAL COPY REQUIRED

FROM: Law Offices of John L. Mann
Name (Printed or typed)

500 S. Florida Avenue, Suite 300
Address

Lakeland, FL 33801
City, State & Zip

863-683-1358
Daytime Telephone number

fazzini@gate.net
E-mail address: (to be used for future annual report notification)

NOTE: Please provide the original and one copy of the articles.

ARTICLES OF INCORPORATION

OF

17 NOV -3 PM 4:33

MONTICELLI AT TOWER LAKE HOMEOWNERS ASSOCIATION, INC. (INCORPORATED IN THE STATE OF FLORIDA)
a not for profit corporation

The undersigned subscribers, all of whom are above the age of 18 years and competent to contract, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit under the provisions of Chapter 617, Florida Statutes, and do hereby agree and certify as follows:

ARTICLE I - NAME

The name of this Corporation shall be **MONTICELLI AT TOWER LAKE HOMEOWNERS ASSOCIATION, INC.**, (the "Corporation" or "Association").

ARTICLE II - PURPOSE

The Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Lots and Common Areas of Monticelli at Tower Lake subdivision (the "Subdivision") recorded in Plat Book 165, Pages 1 and 2, of the public records of Polk County, Florida, established by Bountiful Lands, Inc., a Florida corporation (hereinafter called "Developer" or "Declarant" or "Land Owner" as the context shall refer) upon the following described property, situate, lying and being in Polk County, Florida:

See Exhibit "A" attached hereto and made a part hereof,

and to undertake the performance of the acts and duties incident to the administration of the operation and maintenance of said common areas and in accordance with the terms, provisions, conditions and authorizations contained in these Articles and which may be contained in the Declaration of Covenants, Conditions and Restrictions of Monticelli at Tower Lake (the "Declaration"), which will be recorded in the Public Records of Polk County, Florida, at the time said property, and the improvements now or hereafter situate thereon, are submitted for platting; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the Common Areas. The Corporation shall be conducted as a non-profit organization for the benefit of its members.

ARTICLE III - POWERS

The Corporation shall have the following powers:

A. All of the powers and privileges granted to corporations not for profit under the law pursuant to which this Corporation is chartered, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida.

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NOTARY PUBLIC
STATE OF FLORIDA

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Corporation, including, but not limited to, the following:

1. To make and establish reasonable rules and regulations governing the use of the Lots and Common Areas in accordance with the terms as may be defined in the Declaration. The surface water management permit issued by Southwest Florida Water Management District and all of its conditions shall be attached as an exhibit to the rules and regulations of the Association.

2. To levy and collect assessments against members of the Corporation to defray the common expenses of the maintenance and operation of the Common Areas as may be provided in the Declaration and in the Bylaws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise trading and dealing with such property, whether real or personal, which may be necessary or convenient in the operation and maintenance of the Common Areas and in accomplishing the purposes set forth in the Declaration.

3. To maintain, repair, replace, operate and manage the Common Areas of this Subdivision and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvement of said property.

4. To enforce the provisions of the Declaration and these Articles, the Bylaws of the Corporation which may be hereafter adopted, and the rules and regulations governing the use of the Common Areas as the same may be hereafter established.

5. To now or hereafter acquire and enter into leases and agreements of every nature, whereby the Corporation acquires leaseholds, memberships and other possessory or use interests in land or facilities, including recreational facilities, whether or not contiguous to lands of this Subdivision, to provide enjoyment, recreation, or other use of benefit to the owners of the property within this Subdivision, all as may be deemed by the Board of Directors to be in the best interests of the Corporation.

6. To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration.

7. To operate, maintain and manage the surface water or stormwater management system in a manner consistent with the Southwest Florida Water Management District Permit requirements and applicable District rules, and to assist in the enforcement of the restrictions and covenants contained therein.

8. To levy and collect adequate assessments against members of the Association for the costs of operation, maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

9. 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 of real or personal property in connection with the affairs of the Association.

10. To borrow money, and with the assent of the representatives of two-thirds (2/3rds) of each class of Members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

11. To dedicate, sell 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, sale or transfer shall be effective unless an instrument has been signed by the representatives of two-thirds (2/3rds) of each class of Members, agreeing to such dedication, sale or transfer. Provided, however, there shall be no requirement of participation by or agreement of the Members in the event the dedication, sale or transfer is incidental to a replatting of any portion of the Common Property.

12. To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.

13. To sue and be sued in a court of law.

14. To have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE IV - MEMBERS

The qualification of the members, the manner of their admission to membership, termination of such membership, and voting by members shall be as follows:

A. The Declarant, the Landowner and the owners of each of the Lots in the Subdivision shall be members of the Corporation, and no other persons or entities shall be entitled to membership. Membership is appurtenant to, and inseparable from, ownership of a Lot.

B. Membership shall be established by the acquisition of fee title to a Lot in the Subdivision or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of a party shall be automatically terminated upon his or her being divested of all title to or his or her entire fee ownership interest in any Subdivision Lot, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more Subdivision Lots, so long as such party shall retain title to or a fee ownership interest in any Lot.

C. The interest of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his or her Lot. The funds and assets of the Corporation shall belong solely to the Corporation, subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein in the Declaration and in the Bylaws.

D. The Association shall have two classes of voting membership:

1. CLASS A. Class A members shall be all Lot owners, with the exception of the Declarant and the Landowner, 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.

2. CLASS B. Class B members shall be the Declarant and the Landowner, who shall be entitled to three votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership ("Turnover") on the happening of any of the following events, whichever occurs earlier:

(a) the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership; or

(b) the date exactly 6 years after the recording of the Declaration; or

(c) at the election of the Declarant and Landowner (whereupon the Class A members shall be obligated to elect the Board of Directors and assume control of the Association); or

(d) three (3) months after 90% of the Lots have been conveyed to Owners other than the Declarant and Landowner.

ARTICLE V - TERM

Existence of the Corporation shall commence with the filing of these Articles with the Florida Secretary of State. The Corporation shall exist in perpetuity. In the event of termination, dissolution or final liquidation of the Corporation, the responsibility for the operation and maintenance of the surface water or stormwater management systems must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code ("F.A.C."), and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation. Any other assets will be dedicated to a public body or conveyed to a non-profit organization of similar purposes.

ARTICLE VI - PRINCIPAL OFFICE

The principal office of the Corporation shall be located initially at 101 E. Stuart Avenue, Lake Wales, Florida 33853, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII - INITIAL REGISTERED OFFICE AND AGENT

The initial registered office of this Corporation shall be located at 101 E. Stuart Avenue, Lake Wales, Florida 33853, and the initial registered agent of the Corporation shall be John P. Fazzini. The Corporation may change its registered agent or the location of its registered office, or both, from time to time without amendment of these Articles. The registered agent for the Corporation shall maintain copies of all permits issued by Southwest Florida Water

Management District for the benefit of the Corporation, so long as such copies are provided to the registered agent by the Corporation.

ARTICLE VIII - DIRECTORS

The affairs of the Corporation shall be managed by the Board of Directors. The number of members of the first Board of Directors of the Corporation shall be one (1). The number of members of succeeding boards of directors shall be one (1) except as changed from time to time by the Bylaws of the Corporation. The members of the Board of Directors shall be elected as provided by the Bylaws of the Corporation, which provide for election of directors at the annual meeting to be held on the second Tuesday of January of each year. The first annual meeting shall be held on or before January 11, 2018. The Board of Directors shall be members of the Corporation or shall be authorized representatives, officers or employees of a corporate member of this Corporation.

Any vacancies in the Board of Directors occurring before the first election will be filled by the remaining directors.

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Name:

Address:

John Fazzini

101 E. Stuart Avenue
Lake Wales, Florida 33853

ARTICLE IX - OFFICERS

The Board of Directors shall elect a President, Vice President and Secretary/Treasurer and as many additional Vice Presidents and Assistant Secretary/Treasurers as the Board shall determine. The President shall be elected from among the membership of the Board of Directors but no other officer needs to be a director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary/Treasurer or Assistant Secretary/Treasurer be held by the same person.

The affairs of the Corporation shall be administered by the officers designated in the Bylaws of this Corporation. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Common Areas and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a Director of the Corporation.

The names and addresses of the officers who will serve until their successors are designated are as follows:

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<u>Office:</u>	<u>Name:</u>	<u>Address:</u>
President	John Fazzini	101 E. Stuart Avenue Lake Wales, Florida 33853
Vice President	Silvio Fazzini	101 E. Stuart Avenue Lakeland, Florida 33853
Secretary/Treasurer	Maria Fazzini	101 E. Stuart Avenue Lake Wales, Florida 33853

ARTICLE X - SUBSCRIBERS

The subscribers to these Articles of Incorporation are:

<u>Name:</u>	<u>Address:</u>
John Fazzini	101 E. Stuart Avenue Lake Wales, Florida 33853

ARTICLE XI - BYLAWS

The original Bylaws of the Corporation shall be adopted by the Board of Directors and thereafter, such Bylaws may be altered or rescinded by the Board in such manner as said Bylaws may provide.

ARTICLE XII - INDEMNIFICATION

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including attorney's fees reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Provided, however, that in the event of any claim for reimbursement of indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XIII - DISSOLUTION

The Association shall exist in perpetuity; provided, however, if the Association is dissolved, the assets and property of the Association, including the surface water management system, shall be conveyed to an appropriate agency of local government. In the event that such conveyance or dedication is refused, the assets and property of the Association, including the

surface water management system, shall be conveyed or dedicated to a similar nonprofit corporation, association or other organization to be devoted to such similar purposes. In any event, the Association may only be dissolved with the assent given in writing and signed by not less than the representatives of two-thirds (2/3rds) of each class of Members.

ARTICLE XIV - COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE

This Association shall commence corporate existence on the date of filing these Articles with the Florida Secretary of State and shall have perpetual existence unless sooner dissolved according to law.

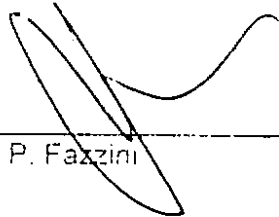
ARTICLE XV - AMENDMENTS

This Association reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, provided that it is approved by two thirds (2/3rds) of each class of Members

ARTICLE XVI - DEFINITIONS

Capitalized terms contained herein shall have the definitions and meanings set forth in the Declaration

IN WITNESS WHEREOF, the undersigned do hereby make and file these Articles of Incorporation declaring and certifying that the facts stated herein are true, and hereby subscribe thereto and hereunto set their hand and seal this 12th day of October 2017

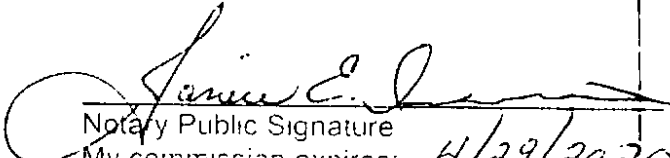


John P. Fazzini

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of October, 2017, by John P. Fazzini, who is personally known to me, or who produced _____ as identification

[Affix Notary Seal]

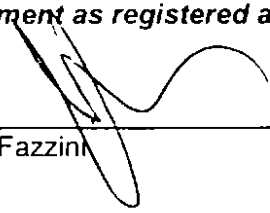


Notary Public Signature
My commission expires: 4/29/2020
JANICE E. DESROSIERES

Print Notary Public Name



Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.



John P. Fazzino

Date: October 12, 2017

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 thru 59 of MONTICELLI AT TOWER LAKE, according to the Plat thereof, as recorded in Plat Book 165, Pages 1 and 2, public records of Polk County, Florida